COLLECTIVE BARGAINING AGREEMENT

by and between

VASSAR COLLEGE

and the

COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO-CLC

July 1, 2022 – June 30, 2026

Bold/underlining and cross-outs denote contract language changes

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Collective Bargaining Agreement

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PREAMBLE

This Agreement entered into by Vassar College (hereinafter referred to as the College) and the Communications Workers of America, AFL-CIO-CLC (hereinafter referred to as the Union), has as its purpose the improvements and promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for the amicable resolution of all differences, disputes and grievances; and the establishment and determination of rates of salaries and wages, fringe benefits, hours of work and other terms and conditions of employment.

1 RECOGNITION

Section 1 Secretarial, Clerical, & Technical Unit

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 part-time nonprofessional employees, including office clerical employees, secretaries and technical employees employed by the College at its Poughkeepsie, New York educational facility, excluding all students, professional, faculty employees, confidential employees, service and maintenance employees represented by Local 200, Service Employees International Union, guards and supervisors as defined in the Act, and as determined by the National Labor Relations Board on December 23, 1985.

Section 2 Professional Unit

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 part-time professional employees employed by the College at its Poughkeepsie, New York educational facility, excluding all students, guards and supervisors as defined in the Act, and all other employees as determined by the National Labor Relations Board on December 23, 1985.

2 MANAGEMENT RIGHTS

Section 1 Management Rights Clause

The management of the College shall remain in its sole control, including the right to hire, layoff, promote, assign and transfer employees and increase or decrease the working force, classify new employees in both temporary and regular jobs, promote and demote employees to positions within and outside the unit, to determine programs, work schedules or operations, the methods, and the number of employees assigned, the locale and equipment of work of any job, to determine practices, and standards of performance, assign and require the performance of overtime, to determine the method of training employees, to subcontract, eliminate or change or consolidate jobs in whole or in part, except as specified in this Agreement.

Section 2 Past Practices

The College's rights of management shall not be amended or limited by any claim unwritten custom, past practice or informal agreement, nor by any claim that the College has condoned or tolerated any practice or any act or acts of any employee or employees.

3 UNION SECURITY

Section 1 Deduction of Dues

The College agrees to deduct from the regular paycheck of any bargaining unit employee the dues of the Union, or its equivalent.

Section 2 Union Membership/Agency Shop

Each Employee who is a member of the Union or who is obligated to tender to the Union amounts or periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into this bargaining unit of employment, shall pay or tender to the Union amounts equal to the periodic dues applicable to members, for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30^{th}) day after such entrance, whichever of these dates are later, until the termination of the Agreement. For the purpose of this Article, "employee" shall mean any person entering into the bargaining unit.

Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period

beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.

The College shall notify the Union within ten (10) calendar days from the date that a temporary employee from any hiring agency is assigned on a temporary basis to fill a CWA bargaining unit position.

The conditions of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth (30^{th}) day following the employee's return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the College, and leaves of absences of more than three (3) months duration.

Section 3 Amount of Dues

Dues shall be collected based on two percent (2%) of a unit member's regularly scheduled hours of work per week for the total weeks scheduled per year including paid leave but excluding overtime. Dues may be changed to other amounts 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.

Section 4 Remittance of Dues

Each month, the College shall remit to the Communications Workers of America, the Union dues or equivalent, which were deducted from bargaining unit employees' paychecks during the previous month. The College will include a list of employees from whose pay such deductions were made and shall include each employee's name, home address, social security number, base hours per pay period, base earnings for the period and the amount of dues paid. The College shall not be responsible to collect Union dues for employees on unpaid time except unpaid union leave. For unit members on union leave, the Union shall, on a quarterly basis, submit a list of names, dates and hours of unpaid union leave and the College shall collect union dues of two percent (2%) on the unpaid union time.

Section 5 Indemnification Clause

The Union hereby agrees to indemnify the College and hold it harmless from all claims, damages, costs, fees or charges of any kind, which may arise out of the honoring by the College of dues deduction authorization in accordance with the provisions of this Article, and the transmitting of such deducted dues to the Union.

4 NON DISCRIMINATION

Section 1 Protected Status

The College and the Union agree that no employee shall be discriminated against with respect to any of the forms or conditions of ~~his or her~~ employment on account of age, race, creed, color, sex, marital status, religion, national origin, sexual orientation, or disability as defined by the Americans with Disabilities Act.

Section 2 Pronouns

The use of ~~the male~~ **any** pronoun in this Agreement shall not describe any specific employee or group of employees, but is intended to refer to all employees regardless of sex.

5 NO STRIKE / NO LOCKOUT

It is agreed between the parties that during the term of this Agreement, whether or not there be a grievance dispute pending, there shall be no strike, lockout or stoppage of work.

6 GRIEVANCE & ARBITRATION PROCEDURE

Section 1 Grievance Procedure

The intent of this Article is to give the College and the Union a method for settlement of a disagreement between the parties over the interpretation, application, or claimed violation of any provisions of the Agreement. Such a disagreement shall be defined as a grievance under the Agreement and must be presented within seven (7) working days of knowledge of the alleged grievance not to exceed one (1) year after it occurs and shall be executed in accordance with the following steps, time limits and conditions herein set forth.

The assigned Steward shall be granted **a combined total of** up to two (2) hours paid release time to investigate and prepare for grievance at ~~either~~ the second step **and/**or third 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.

FIRST STEP: The employee with the assigned Steward (not to exceed two (2) paid employees) shall first orally take up the grievance with the employee's immediate supervisor, at a mutually convenient time. The Supervisor shall give an oral answer to the grievance within three (3) working days after the conclusion of the discussion.

SECOND STEP: If the grievance is not settled in the oral response stage, the aggrieved employee may reduce it to writing, on a form to be mutually agreed upon by the College and the Union for that purpose. The written grievance shall contain the name of the grievant, the date of the incident, the section of the Agreement allegedly violated, improperly interpreted or misapplied, the facts, which constitute the wrong, and the relief sought by the grievant. The form shall be dated and given to the next in line supervisor within five (5) working days after the receipt of the supervisor's oral answer to the grievance. The next in line supervisor shall discuss the alleged grievance with the Union's Chief Steward, the assigned Steward or the grievant (not to exceed two (2) paid employees if the hearing is held at a time when they are scheduled to work) at a mutually convenient time within five (5) working days of the date the second step grievance was received.

Once the grievance has reached Second Step, any settlement shall include the written consent of the President of the Union.

The next in line supervisor shall give a written answer to the grievance to the President of the Union within five (5) working days after the conclusion of the discussion.

THIRD STEP: If the grievance is not settled at Step 2, the Union may appeal it, by giving a written notice of such appeal within five (5) working days after the receipt of the written answer of the Department Head, to Human Resources who shall discuss it with the Union's grievance committee at a mutually convenient time within five (5) working days of the date the third step grievance was received. The Union's grievance committee shall be composed of the President of the Union, Chief Steward, Business Agent, and assigned Steward, (not to exceed three (3) paid employees if the hearing is held at a time when they are scheduled to work). Human Resources shall give a written answer to the grievance to the President of the Union within ten (10) working days after the conclusion of the discussion.

If the College's representative fails to give an oral or written answer within the time limits set forth in any step, the Union may appeal the grievance to the next step at the expiration of such time limit.

The parties may agree, by mutual consent in writing, to waive any step and/or time limits as set forth. A grievance not appealed within the time limits set forth shall be considered settled unless an extension is agreed to in writing. Both the College and the Union have the right to designate substitute representatives for any named party except the grievant.

Section 2 Arbitration Procedure

FOURTH STEP: If the grievance is not settled in the third step, it may be appealed to arbitration, but only in accordance with the following terms and conditions:

1. The grievance must involve the interpretation or application of a specific provision of this Agreement, and will not be arbitrable if it claims a right, benefit or obligation not expressly set forth in this Agreement.

2. The appeal to arbitration must be made in writing by certified mail with a copy to the Director of Human Resources within thirty (30) calendar days immediately following the receipt by the President of the Union of the third step answer or, if no answer is received, within ten (10) calendar days after the meeting of the parties in which the grievance was heard at Step 3.

3. The submission to arbitration must be to the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules in existence at the time the submission is made.

4. The grievance submitted to arbitration must be the same grievance, which was submitted to the Office of Human Resources at the third step.

5. The cost of the Arbitrator's service will be shared equally by the College and the Union.

6. The decision of the Arbitrator shall be final and binding upon both parties. The Arbitrator shall not have any authority or power to add to, delete, or modify in any way any provision of this Agreement, except that the arbitrator shall have the power to modify on disciplinary cases.

7 EMPLOYMENT

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

A. Regular Full-Time Employee: A regular full-time employee is one who works a normal workweek of thirty-seven and a half (37½) hours for fifty-two (52) weeks per year.

B. Regular Academic Year Employee: Regular academic year employees are those employees hired to work for a period consistent with the academic year (that is, less than fifty-two (52) weeks per year). Academic year positions shall carry a specific number of workweeks. The number of weeks of work shall not be decreased as a result of an academic-year employee's eligibility for additional benefits (e.g., vacation).

C. Regular Part-Time Employee: A regular part-time employee is one who works less than thirty-seven and a half (37½) hours per week (except those individuals referenced in Section 3).

Section 2 Benefits

A. Regular Full-Time Employees – Benefits for regular full-time employees are consistent with the terms of the contract.

B. Regular Academic Year Employees – Benefits for regular academic year employees are on a pro-rata basis, weeks authorized to work, vacation and summer work if applicable.

   In the case where a regular academic year employee is authorized to work during the normal summer vacation, this extra work-time will not be subtracted from the scheduled academic year weeks of work. Benefits, including retirement, will be based on the sum of the weeks worked above the regular schedule in the home department/departments or in any other position at Vassar College.

C. Regular Part-Time Employee:

   1. Regular Part-Time Employee Benefits eligible: Regular part-time employees who work twenty (20) or more hours per week, but less than thirty seven and a half (37 ½) hours.

      Beginning 7/1/89, regular part-time employees who work a minimum of eight hundred (800) hours per year are eligible for benefits under this Agreement on a pro-rata basis, except as specified in this Agreement. Regular part-time employees who were on the payroll as of 6/30/89 and who work less than eight hundred (800) hours per year will continue to accrue benefits on a pro-rata basis as before.

Effective 7/1/95, benefit eligible employees who work less than full-time will accrue earned time benefits on a pro-rata basis against actual time worked (worked time will not include sick bank time) and will earn vacation, personal leave, and sick leave pro-rata as follows:

For those accruing at this rate:	**They earn per hour of worked time:**
Vacation (consistent with Article 14, Section 1);	
1 day/month	2.769 minutes/hr worked
1½ days/month	4.154 minutes/hr worked
2 days/month	5.538 minutes/hr worked
2½ days/month	6.923 minutes/hr worked
Personal:	
3 days/year	0.692 minutes/hr worked

Sick:

¾ day/month	2.077 minutes/hr worked time
1 day/month	2.769 minutes/hr worked time

2. Regular Part-Time Employees Non-Benefits Eligible:

Regular part-time employees who work less than twenty (20) hours per week are not eligible for benefits under the terms of this Agreement.

Section 3 Summer Employment

A. The summer break shall not be considered a break in service for academic year employees.

B. Academic year employees will have first choice of bargaining unit summer jobs, should any exist at the College with the exception of work assigned to students consistent with Article 9, Section 8, Temporary & Casual Employees.

C. All summer positions shall be posted in accordance with past practices.

D. Academic year employees interested in working in bargaining unit summer jobs must notify the Office of Human Resources, in writing, by no later than May 1st.

E. Any academic year employee who works a summer assignment will be paid at ~~his/her~~ **their** current rate of pay, except as follows: a) if level of additional work is higher than current rate, then a ten percent (10%) increase in pay, or b) if level of additional work is lower than current rate, then a ten percent (10%) decrease in pay. All benefits, pensions, and accruals apply to all additional hours.

Section 4 Part-time employee extra assignments

Any employee working a second job in the same job title shall be paid at the same level and tier as ~~his/her~~ **their** primary job. However, that employee shall serve a ninety (90) day probationary period in the second job.

8 PROBATIONARY EMPLOYEES

Section 1 Duration of Probationary Period

All new employees will be required to complete a probationary period of six months. The employee and the Union will be notified of the specific dates of the probationary period and of when the employee has reached permanent status.

When the College desires to extend the probationary period of a probationary employee the Director of Human Resources shall notify the President of the Union and such extension of probation will be by mutual agreement.

Section 2 Performance Review

During the probationary period, the employee's performance will be monitored and evaluated. A written probationary performance appraisal will be completed by the employee's supervisor and discussed with the employee after the employee has completed sixty (60) scheduled workdays. Upon hire, the employee and the Union will be notified of the specific dates of the performance review period.

Section 3 Termination

Termination during the probationary period is at the discretion of the College and such termination shall not be subject to the grievance and arbitration procedure provided in this Agreement.

The College shall notify the Union, in writing, of any termination of a probationary employee. The Union may request an informal meeting to discuss the termination of a probationary employee.

Section 4 Seniority Date

Following successful completion of a probationary period, the employee shall be considered a regular employee. For the purposes of seniority as provided in this Agreement, once an employee completes the probationary period and is employed as a regular employee, the employee's seniority date shall be the employee's date of hire as defined in this Agreement.

Section 5 Benefit Eligibility

Regular full-time, part-time, and academic-year employees shall become eligible for benefits as follows: seniority, ~~sick, personal days,~~ and vacation days will be credited back to the date of hire; health benefits begin on the first of the month following one (1) full month of employment; and eligibility for holiday pay **personal, sick** and bereavement pay shall commence immediately upon hire. See Article 16, Section 1C and Section 3.

9 TEMPORARY & CASUAL EMPLOYEES

Section 1 Definition of Temporary

Temporary employees are those employees hired for a continuous, regularly scheduled position, which, normally, will last not more than one hundred and twenty (120) calendar days. Such temporary employees can be full-time or part-time.

Section 2 Definition of Casual

Casual employees are those employed hired to perform irregular, non-continuous work of short duration. Such casual employees can be part-time or full-time.

Section 3 Bargaining Unit Status

Temporary and casual employees are not covered by this Agreement, except as specifically defined in this Article.

Section 4 Bargaining Unit Positions

No temporary or casual employee shall be used in a position previously occupied by a bargaining unit member, which has been vacated, unless:

a) the position has been posted and the hiring of a replacement is in process, or,

b) the College determines that the position need be covered only on a temporary or casual basis as defined in Sections 1 and 2 above.

Section 5 Duration of Temporary Position

No temporary position shall continue for more than one hundred and twenty (120) calendar days, and no temporary employee shall be used in the same budgetary unit for more than six (6) months during any fiscal year (except as a substitute for a bargaining unit member on an approved leave of absence).

If the College is aware that an absence will extend for a period of three (3) months or more, it shall only be permitted to use a temporary employee from a hiring agency for the period up to the appointment of the leave replacement. This period, however, may be extended in the event that there are no qualified applicants to serve as a leave replacement.

Before going to an outside temporary agency, the College will offer the leave replacement position to a qualified retired CWA member on the substitute list maintained by the College, provided that the retiree is available to cover the full duration of the leave. The College shall maintain a list of CWA retirees who are interested in serving as leave replacements for CWA employees on leave and shall solicit leave replacements from that list.

If a non-temporary agency leave replacement is hired, the leave replacement shall be subject to Union dues deductions following the employee's thirtieth day of employment. A leave replacement shall be afforded leave benefits on a pro-rated basis and health insurance benefits subject to the limitations set forth in the contract. No other terms or conditions of employment, including but not limited to the due process protections provided for in Article 6, Grievance & Arbitration and Article 12 Discipline shall be applicable.

Section 6 Duration of Casual Position

No position in any budgetary unit shall be filled by hiring a casual employee for more than twenty (20) weeks during any fiscal year. No casual employee shall be used in the same budgetary unit for more than twenty (20) weeks during any fiscal year.

Section 7 Extensions

The use of casual and temporary employees may, however, exceed the limitations stated in Sections 5 and 6 either,

a) by agreement of the Union, or

b) if such extended use may lead to the creation of a regularly scheduled position or the opportunity for additional straight time hours for qualified bargaining unit members in the same department, if scheduling permits, or,

c) if such temporary employees are hired for a clearly defined "special project", their period of temporary employment shall be coterminous with the project.

Section 8 Restrictions on Student Employment

A student employee is defined as an employee whose primary purpose is the completion of a degree at Vassar. For the duration of this Agreement, the College will not increase the number of hours of bargaining unit work assigned to students if the direct result of such action would be a reduction in the number of full-time or part-time bargaining unit positions or a reduction in the number of hours assigned to part-time bargaining unit employees.

Section 9 Applicability

Except for student employees, all definitions and limitations described in this Article shall apply to all temporary and casual employees.

Section 10 Union Dues/Agency Fee

Notwithstanding the above provisions of this Article and the provisions of Article 3, Union Security, after thirty (30) calendar days of continuous employment, temporary and casual employees who meet all other criteria will be required to join the Union or to pay or tender to the Union amounts equal to the periodic dues applicable to members, at which time they will be covered only by the grievance and arbitration provisions of this Agreement. Temporary and casual employees may be terminated at the discretion of the College and such termination shall not be subject to the termination provisions of this Agreement.

10 RIGHTS & PRIVILEGES OF THE UNION

Section 1 Designation of Representatives

The Union shall have the right to designate Employee Union Representatives as Officers, Executive Board Member, Chief Stewards or Stewards of the Union. Such employee union representatives shall not be discriminated against due to their legitimate union activity. The number of stewards shall be generally one (1) for every ten (10) employees.

For the purpose of this Article, designated Employee Union Representatives are defined as Officers, Executive Board Members, Chief Stewards or Stewards.

Section 2 Access to College Premises

Non-employee Union Representatives shall have reasonable access to the College's premises in order to confer with the College or employees in the bargaining unit for administering this Agreement. Non-employee Union Representatives who wish to visit the College's premises to conduct union business shall advise the Director of Human Resources or designee of their visit and stated purpose. Such visits shall be at such a time and under such circumstances so as not to interfere with the normal work operation of the College.

Section 3 Release Time (Business Agent)

The Union Business Agent shall be guaranteed up to ~~thirty (30)~~ **sixty (60)** days per year of excused unpaid time off for union business. Requests for time off will be made within two (2) weeks advance notice under normal circumstances. The days off for the Union Business Agent must be pre-approved by the supervisor and ~~his/her~~ assigned deadline tasks must be completed within ~~his/her~~ **the** regularly scheduled time. **Upon the expiration of the contract (i.e., June 30, 2026), the Business Agent shall be guaranteed up to 30 days per year of excused unpaid time off for Union Business.**

Section 4 Release Time (Other Representatives)

To the extent that the College determines that its needs permit, Employee Union Representatives will be excused without pay, at the request of an authorized officer of the Union to attend to the business of the Union. The Union shall make all requests to perform union business as far in advance as possible and the College shall make every attempt to approve the request. Such time off shall not exceed thirty (30) working days per calendar year for Officers and Executive Board Members of the Union or thirty (30) working days per calendar year for Chief Stewards or Stewards.

Section 5 Leave for Executive Board Member

The Executive Board Members elected after the retirement of Ms. Paula Belluardo shall be granted an unpaid leave of absence for the period ~~he/she is~~ **serving** as an Executive Board Member. While on leave, the Executive Board Member shall continue to accrue seniority for purposes of leave accruals only. This means that upon the return of the Executive Board Member from leave, the time ~~he/she~~ spent on leave shall be considered service credit for leave time entitlement. For example, if a person with five (5) years of Vassar College Service gets elected to serve as the Executive Board Member, then serves as the Executive Board Member for ten (10) years, ~~he/she~~ **the employee** shall be considered to have fifteen (15) years of service for purposes of leave entitlement. However, there shall be no accrual of any benefits during the course of the leave, including but not limited to pension, health insurance, or leave accruals. Additionally, upon return from leave from serving as Executive Board Member, the individual shall be returned to a unit vacancy for which ~~he/she~~ **the employee** is qualified. If no vacancy exists, then the individual shall be appointed to the next available unit vacancy for which ~~he/she~~ **the employee** is qualified. Upon return to employment with the College, the employee's hourly rate shall be adjusted to reflect the salary and longevity the employee would have otherwise been entitled to had ~~he/she~~ **the employee** not taken a leave of absence without pay. For example, a unit member who assumes the responsibility of Executive Board Member on July 1, 2007, and returns to employment July 1, 2010, would have ~~his/her~~ **their** 2010-2011 hourly rate of pay adjusted by the across the board increases and longevity (where appropriate) for years 07-08, 08-09, 09-10, and 10-11.

Section 6 Release for Negotiations

Up to three (3) employees from the Secretarial, Clerical, and Technical unit and one (1) employee from the Professional unit who are members of the bargaining unit negotiating team, shall be permitted to participate in contract negotiations during working hours with no loss in pay.

Section 7 Union Business During Work

No Union business will be conducted on College time except as allowed by explicit terms in specific provisions of this Agreement. It is assumed that all Union business will be conducted on the personal time of the employee and the employees who are designated as Employee Union Representatives, unless otherwise stated in this Agreement.

11 TRANSFER OF UNION REPRESENTATIVES

Section 1 Involuntary Transfer (Officers)

The College agrees that it will not cause the involuntary promotion or transfer of an officer, Chief Steward or member of the Executive Board of the Union Local without the consent of the Union Local if such promotion affects their status as a representative of the Union Local.

The College shall give the Union Local not less then fourteen (14) calendar days written notice of any proposed promotion or transfer of an Officer, Chief Steward or member of the Executive Board of the Union Local.

Section 2 Involuntary Transfer (Stewards)

The College shall give the Union Local not less than seven (7) calendar days written notice of a promotion or transfer of a Steward in excess of ten (10) calendar days which will affect their status as a Steward of the Union Local.

Section 3 Designation of Representatives

The Union and each Union Local shall keep the College currently advised in writing of the names of the representative's set forth above.

12 DISCIPLINE

Section 1 Definition of Discipline

Discipline of an employee shall be imposed only for just cause. Discipline under this Article means only oral warning, written warning, fine, suspension, demotion or removal. Demotion or removal, based upon a layoff or other operational judgment of the College, shall not be construed to be discipline.

The College and the Union agree to a constructive progressive discipline policy, the goal of which is to provide fair notice that the subject conduct or level of job performance is unacceptable and will not be tolerated if continued.

If the supervisor believes that the discipline process is warranted and the steps outlined in Article 26, Career Development, (assuming applicable) have been unsuccessful, constructive progressive discipline shall follow.

Constructive progressive discipline usually involves a process, which includes an oral warning, a written warning, suspension, and discharge. However, the implementation of this process is usually influenced by the seriousness of the problem and the length of service of the affected employee.

Certain infractions mandate immediate discharge, for example: theft, fighting, threats of bodily harm, and destruction of property, gambling on site, insubordination, sleeping on the job, falsification of records; using, selling, purchasing, processing or being under the influence of alcohol or illegal drugs.

Section 2 Right to Union Representation

Where the College imposes, or intends to impose, discipline, it shall advise the employee of the right to have a Union representative, as witness or as an advisor, during any such meeting.

Section 3 Notice of Discipline

The employee will receive a written Notice of Discipline, which shall contain all charges and specifications and the proposed penalty.

Within a reasonable period of time of discipline being taken, the College will provide written notification to the President of the Union and the Union Business Agent of any discipline other than an oral warning.

13 SICK LEAVE

Section 1 Allowance

All regular full-time, academic year and part-time employees who work at least twenty (20) hours per week and a minimum of eight hundred (800) hours per year (see Article 7, Section 1 Employment), are eligible for paid sick leave ~~upon completion of their probationary period~~. Part-time and academic year employees accrue sick time on a pro-rata basis.**, but in no event shall they accrue less than one (1) hour for every 30 hours worked.**

Beginning 7/1/95, sick leave accrues during the fiscal year in accordance with the following schedule:

Year of Service as of Date of Hire	**Accrual Rate**
less than 3	¾ day/month
more than 3	1 day/month

Section 2 Accumulation

~~Accrued sick leave shall be carried over from one (1) year to the next to a maximum of thirty (30) days. Any additional sick days accrued above the maximum thirty (30) days will automatically be donated to the sick bank.~~

Each year, employees shall have the option to carry over up to 20 days of the annual sick leave allotment. Any hours in excess of 20 days shall be donated to the sick leave bank. There shall be no limit on the accumulation of sick leave. Once the employee has accumulated 20 days of sick leave, the employee shall donate, on an annual basis, any days in excess of 20 days to the sick bank unless the employee opts out of the contribution.

Section 3 Use of Sick Leave

Employees may use sick leave for any of the reasons set forth in paragraph 4 of Section 196-b of the New York State Labor Law as amended from time to time.

Note: At the time of the ratification of this Agreement the uses permitted under Section 196-b of the New York State Labor Law consists of the following reasons impacting the employee or a member of their family for whom they are providing care or assistance with care

For mental or physical illness, injury, or health condition, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave; or

For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or need for medical diagnosis or preventive care.

For an absence from work when the employee or employee's family member has been the victim of domestic violence as defined by the State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking due to any of the following as it relates to the domestic violence, family offense, sexual offense, stalking, or human trafficking:

to obtain services from a domestic violence shelter, rape crisis center, or other services program;

to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;

to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;

to file a complaint or domestic incident report with law enforcement; to meet with a district attorney's office;

to enroll children in a new school; or

to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee

Sick Leave may be used in full days, half days, and up to three (3) days sick leave may be used in two (2) hour increments for medical appointments. Up to one (1) day ~~(fifteen visits)~~ may be used in one quarter (1/4) hour increments for medical appointments. The College may require a physician's statement in cases where it suspects abuse of the one quarter (1/4) hour sick leave benefit.

~~An employee may use up to six (6) of the employee's accrued sick leave days to care for the employee's child or for an adult family member for whom the employee is a primary caregiver.~~

Section 4 Medical Verification

In case of an illness ~~with a duration of more than three (3) working days or~~ where there is a suspicion of abuse, the College may require a physician's statement before sick leave is paid.

Section 5 Notification of Sick Leave

Under normal circumstances, an employee shall notify the employee's immediate supervisor or the Office of Human Resources of an absence due to illness no later than prior to the start of the workday. Employees who fail to give such notice may be subject to disciplinary action.

Section 6 Continuation of Benefits

Seniority shall continue during the first twelve (12) months that an employee is receiving sick leave. After twelve (12) months, seniority will cease but prior service shall be bridged upon return to work per Article 24, Section 7, Seniority. Insurance and pension benefits will continue for as long as the employee receives sick leave or Sick Bank payments. Paid time off benefits (holidays, vacation accruals, etc.) will cease after one (1) month.

Section 7 Long-Term Leaves

When an absence due to medical reasons has reached twelve (12) months, the College will notify the Union and evaluate whether it can continue to use a substitute or whether the employee will be replaced. Replaced employees reapplying for employment upon recovery shall be given priority for positions, provided that they are qualified for the given position for which they apply.

Section 8 Sick Leave Bank

All bargaining unit members who have completed their probationary period shall participate in the bank.

Each employee will make an irrevocable contribution of one (1) sick day per year. All new bargaining unit members who have completed their probationary period shall participate in the bank under the same conditions as outlined above. Employees who ~~have reached age fifty-five (55) and have completed at least ten (10) or more continuous years of service~~ **are retirement eligible, per Vassar College plan(s)** shall contribute any earned and unused sick leave days, not to exceed fifteen (15) days, to the sick bank at the time that they retire from the College. **The retirement plan(s) shall be posted on the HR portal and will include any applicable ERISA documentation. Any remaining earned but unused sick days not to exceed fifteen (15) will be paid to the employee at the time they retire from the College. An employee whose services are terminated by the College shall not be entitled for the sick leave payout or donation.**

Sick Bank Leave may be used for long-term disabilities incurred as a result of a Workers' Compensation injury or illness.

Sick bank days will only be paid out through week 27 to those individuals who qualify for New York State Disability.

For illnesses which extend past week 27, Sick Bank days will be paid to individuals who either:

a) receive Social Security Disability, or

b) have a physician's statement verifying their continuous illness and inability to work.

Employees who have an illness that extends past week 27 must demonstrate that they have made application to receive Social Security Disability payments.

When an employee is diagnosed as having a chronic long-term disability requiring the following regularly scheduled treatments, chemotherapy, intravenous therapy, treatment for AIDS, treatment for Lyme disease, dialysis, radiation, laser, the College will

cooperate with the employee in trying to arrange a schedule which allows the employee to continue as an active employee. Visits made during regularly scheduled work hours to receive treatments for chemotherapy, intravenous therapy, treatment for AIDS, treatment for Lyme disease, dialysis, radiation, laser, will be charged to the Sick Bank, not to the employee's accrued sick time.

The College shall match the days contributed to the Sick Bank by the bargaining unit members on a one for one basis, until total contributions to the bank equals eighteen hundred (1800) days.

Should the Sick Bank fall below twenty-five (25) days, each member of the Sick Bank will be assessed an additional one-half (½) day contribution and the total amount thus contributed will be matched by the College.

Payments from the bank and the employee's sick leave will be made as follows:

WEEKS OF ILLNESS:	**METHOD OF PAYMENT:**
Week 1	Employee will use their accrued sick leave.
Weeks 2 through 14	Employees will receive New York State Disability Insurance payments together with payment from the sick leave bank, the total of which shall not exceed 100% of the employee's regular weekly earnings.
Weeks 15 through 27	Employee will receive NYS Disability payments together with payments from the Bank, the total of which shall not exceed 90% of the employee's regular weekly earnings.
Weeks 28 through 52	Employee will receive Social Security Disability payments together with payments from the bank, the total of which shall not exceed 80% of the employee's regular weekly earnings. (In the case where the payment of Social Security benefits is delayed or denied, the sick leave bank 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.)

In instances where an employee is out on disability and the disability leave was not anticipated (i.e., for an unscheduled surgery), the College will advance up to four (4) weeks of net pay in order to offset the time delay which usually occurs between the

application for and receipt of NYS disability payments. This advance should be reimbursed by the employee upon receipt of their first NYS disability check but in any event, within sixty (60) days of the receipt of the advance payment(s).

Through week 27, an employee will receive payments from the bank provided that the employee is receiving New York State Disability payments. Beginning with week 28 and periodically thereafter through week 52, the employee may be required to have the employee's doctor provide information to the Sick Bank Committee. Any questionable cases shall be referred to the College 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 Sick Bank 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.

14 VACATION

Section 1 Allowance

All regular full-time and part-time employees who regularly work twenty (20) or more hours each week and a minimum of eight hundred (800) hours per year (see Article 7, Section 1 Employment) are eligible to earn paid vacation.

For a new employee, vacation is earned retroactively to the initial day of employment upon achievement of regular status but vacation may not be taken by an eligible employee until the completion of six (6) months of continuous service.

An employee who has completed at least six (6) months of employment as of June 30th in a given year will receive access to the employee's appropriate vacation time on July 1st. For example, a full-time regular employee with between zero (0) and five (5) years of service as of June 30th will be allocated twelve (12) vacation days on July 1st.

Vacation earned in one fiscal year, July 1 – June 30 must be taken before the end of the next fiscal year. The College does not provide vacation pay in lieu of vacation time. The vacation period agreed upon, if not otherwise designated, begins the first day after the last active day of employment for the academic year.

Length of Service As of Date of Hire:	Vacation Accrual Rate
0-5 years	1 day per full month
5-12 years	1½ days per full month
12-25 years	2 days per full month
25 or more years	2½ days per full month

When an employee has accrued the maximum number of hours and has been denied ~~his/her~~ a request for vacation leave, ~~he/she~~ **the employee** shall be eligible to cash-in up to five (5) unused vacation leave days at their per diem value in June.

Employees hired on or before the fifteenth (15^{th}) of the month shall have their vacation accrual based on the first (1^{st}) of the month in which they were hired.

Employees hired on or after the sixteenth (16^{th}) of the month shall have their vacation accrual based on the first (1^{st}) of the next month in which they were hired.

Eligible academic year employees are entitled to earn vacation for all weeks regularly scheduled to work, vacation accrued, and all summer weeks worked during the year.

(Number of weeks worked, vacation accrued, summer weeks divided by 4.3 X appropriate multiplier).

Any regular employee who was entitled to receive a greater amount of vacation per fiscal year than currently provided shall have an individual vacation accrual rate to maintain the amount of the employee's vacation in effect at the time this policy is adopted.

Please see Letter of Agreement regarding Vacation – Article 14.

Section 2 Scheduling

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 increments.

At the request of the employee, vacation pay may be included on the payroll prior to the vacation period.

Section 3 Termination of Employment

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. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave.

Section 4 Illness & Holidays

Employees, who become ill during their vacation, shall notify the College of the illness upon their return to work. If proper documentation is provided to the College, and the employee has sufficient unused accrued sick days, the employee is eligible to reschedule the vacation days lost due to illness.

Holidays occurring on a regular workday during an employee's vacation period, entitles an employee to an additional day of paid vacation.

Section 5 Retirement Bonus

An employee with six (6) or more years of continuous employment is eligible for a retirement bonus upon retirement. This benefit in addition to the regular earned vacation is computed on the basis of fifty percent (50%) of the vacation earned during the College year ending June 30 prior to retirement to a maximum of ~~ten~~ **fifteen** working days.

15 HOLIDAYS

Section 1 Eligibility

All regular full-time, part-time and probationary employees regularly scheduled to work twenty (20) hours or more per week and a minimum of eight hundred (800) hours per year (see Article 7, Section 1 Employment) are eligible for holiday pay. Academic year employees will receive holidays, which are celebrated within their authorized period.

Section 2 Designated Holidays

The College observes ~~thirteen (13)~~ **fifteen (15)** paid holidays. The following ~~nine (9)~~ **eleven (11)** are usually observed on the day on which they occur:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving (Columbus Day)
- Christmas Eve Day
- Christmas Day
- **Juneteenth**
- **Easter Sunday (for employees that are scheduled Sunday)**

The remaining four (4) holidays are scheduled at the discretion of the College:

- Martin Luther King Jr.'s Birthday
- Lincoln's Birthday
- Washington's Birthday
- Veterans' Day

In addition to the fifteen holidays, any employee that works a minimum of 800 hours per year, birthday shall be considered as a floating holiday for the individual employee. However, a newly hired employee shall not be eligible to take their birthday as a holiday until after the completion of the probationary period. It shall be selected by the individual at a time mutually agreeable to the employee and their department within six (6) months following the birthday or 1 month from the completion of the probationary period whichever is later.

Section 3 Required to Work on a Holiday

In the event that an employee is required to work on any College scheduled holiday, payment for such time worked shall be at the employee's discretion with the following options:

a) receive time and one-half (1½) the employee's hourly base rate for all time worked on the holiday plus holiday payment.

b) elect compensatory time off for all time worked on the holiday at the rate of time and one-half (1½) hours for each hour worked, plus holiday payment.

c) elect an hourly payment of one and one-half (1½) the employee's hourly base rate for all time worked on the holiday plus compensatory time off in lieu of the holiday.

Employees who elect compensatory time under (b) or (c) above must take this time or receive payment for it within forty-five (45) calendar days of the scheduled holiday.

~~***Section 4 Easter Sunday***~~

~~Employees working on Easter Sunday will receive one and one-half (1-1/2) times their hourly rate. Payment for hours worked will be in accordance with the terms set forth in Article 21 (Overtime). In addition, though not recognized as a college scheduled holiday, employees required to work on Easter Sunday may elect compensatory time in lieu of the cash payment. Employees who elect compensatory time must take this time or receive payment within forty five (45) calendar days of Easter Sunday.~~

~~An employee who works on Easter Sunday shall receive two and a half (2 ½) times their hourly rate for such work.~~

16 PERSONAL LEAVE

Section 1 Allowance

A. Regular full-time employees accrue personal leave at the rate of one-quarter (¼) day per full month of employment to a maximum of three (3) personal days per fiscal year.

B. Part-time employees regularly scheduled to work at least twenty (20) hours each week and a maximum of eight hundred (800) hours per year (see Article 7, Section 1 Employment) earn personal leave on a pro-rata basis.

~~C. Newly hired regular full-time or part-time employees (see Article 7, Section 1 Employment) shall receive one and one-half (1½) personal day, or the pro-rata equivalent applicable to part-time employees retroactive to date of hire, upon completion of six (6) months actual employment. Subsequently, these Employees will accrue personal leave at the ¼ day per full month of employment rate for full-time employees or the pro-rata rate applicable to part-time employees~~

~~D~~C. Any regular employee who was entitled to receive a greater amount of personal leave per fiscal year than currently provided shall have an individual personal leave accrual rate to maintain the amount of the employee's personal leave in effect at the time this policy is adopted.

~~E~~D. Personal leave may be used in one-half (½) hour increments.

Section 2 Unused Personal Leave

At the end of every fiscal year any unused personal time will be paid to the employee in the last paycheck of the fiscal year except that each employee may elect to carry forward up to one (1) day of unused personal leave.

Section 3 Date Credited

Any employee who has completed at least one (1) year of employment with the College as of June 30 of the college fiscal year shall receive access to the appropriate personal leave time effective July 1st. Thus, full-time regular employees with more than one (1) year of service as of June 30th would be allocated three (3) personal days effective July 1st.

Section 4 Termination of Employment

An employee who terminates employment with the College and who has used but not accrued personal 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 personal leave to which the employee is properly entitled at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused personal leave.

Section 5 Inclement Weather

In the case of inclement weather, an employee shall be able to use personal leave in one-half (½) hour increments to arrive late or leave early because of hazardous road conditions. Refer to Article 50, Inclement Weather.

Section 6 Sick Leave

A unit member may not use personal leave in lieu of sick leave unless the unit member has exhausted all of ~~his/her~~ **their** sick leave accruals. Personal leave may not be used in conjunction with termination of employment.

Section 7 Scheduling

Under ordinary circumstances, requests for personal leave time should be made in advance to the employee's immediate supervisor and are normally granted, subject to the reasonable operating needs of the College. However, exceptions to the notification requirements shall be made if there is an emergency situation.

17 BEREAVEMENT LEAVE

Section 1 Allowance

The College agrees that up to five (5) days of leave with pay will be authorized in the case of death in the immediate family to attend funeral or other bereavement functions. In addition, up to three (3) days of leave with pay will be authorized in the case of death of a brother-in-law, sister-in-law **son-in-law, daughter-in-law,** or individual for whom you are executor to attend funeral or other bereavement functions.

Section 2 Definition of Immediate Family

Immediate family is defined as **birth or adoptive** parents, brother, sister, spouse, domestic partner, child, **or stepchild,** mother-in-law, father-in-law, grandparent, grandchild, legal guardian, or someone living within your household for whom you are the primary caregiver.

Section 3 Extensions

Requests for extension of leave may be charged to unused vacation or personal leave time with approval by the College.

18 RELIGIOUS LEAVE

Section 1 Allowance

Employees shall be granted up to four (4) days off per year for religious observance when the religious tenets of the employee prohibit the employee from working. Ordinarily the leave must be requested thirty (30) days in advance.

Section 2 Paid/Unpaid Option

Employees may elect to be paid for such observances by using a vacation day or personal day, or may take an unpaid day.

Section 3 Good Friday Option

Employees, with approval of the College, may elect to observe a religious holiday not scheduled to be celebrated by the College community in lieu of Good Friday.

19 UNPAID LEAVE

Section 1A Allowance

Employees may apply for one (1) leave of absence of up to one (1) year without pay. A request for an unpaid leave of absence must be given to the College, in writing, at least two (2) weeks in advance or as soon as the employee has knowledge of the leave request, whichever comes first.

Section 1B:
Employees eligible for leave under the Family Medical Leave Act (FMLA) will not have leave time charged to FMLA until they have utilized ten (10) sick leave days and/or sick leave bank days, for the purpose of a serious health condition, during the course of a fiscal year.

Section 2 Outside Employment
An employee who during a leave of absence is employed elsewhere without prior permission or who fails to return immediately upon expiration of the leave shall be deemed a voluntary quit.

Section 3 Benefits

Employees on a leave of absence shall have the right to maintain health benefits at their own expense subject to the rules of the insurance carrier.

Seniority will accrue only for the first thirty (30) calendar days of a leave. Fringe benefits do not accrue during the leave.

Section 4 Return

While it is not possible to guarantee the employee the same position after a one-year period, employees reapplying for employment immediately following the expiration of their leaves shall be given priority for positions.

20 JURY DUTY

Section 1 Allowance

Regular employees called to serve the courts as jurors will be given time off at their regular rate of pay for such service.

Section 2 Notification of Jury Duty

The employee must notify the supervisor and present the Office of Human Resources with the official notification as soon as it is received.

Section 3 Return to Work

An employee excused from jury duty who has at least half (½) of their work schedule remaining on that day is expected to report for work for the remainder of the scheduled day.

21 OVERTIME PAYMENT

Overtime payment for hours worked in excess of an employee's normal workweek shall be as follows:

Section 1 Thirty-Seven & One-Half Hours

Employees normally scheduled to work thirty-seven and one-half (37½) hours a week shall receive payment at the rate of time and one-half (1½) the employee's base hourly rate in excess of thirty-seven and one-half (37½) hours a week.

Section 2 Forty Hours

Employees normally scheduled forty (40) hours per week shall receive payment at the rate of time and one-half (1½) the employee's base hourly rate for all time worked in excess of forty (40) hours.

Section 3 Forty-Five Hours

Payment for all time worked in excess of forty-five (45) hours in any workweek shall be at the rate of double (2) time the employee's base hourly rate.

Section 4 Distribution of Overtime

The College shall be the sole judge of the necessity for overtime. Overtime hours shall be offered to employees in the affected job title in the affected work unit on a rotating basis. If no qualified employee accepts the offer, the supervisor shall assign work to the most junior employee.

Section 5 Credit for Leave

For the purpose of applying the provisions of this Article, all planned paid time off including vacation, personal leave, holiday, absence for union business as described in Article 10, Section 5, Rights and Privileges of the Union; Article 6, Grievance and Arbitration; Article 45, Joint Union/Management Committee and Article 20, Jury Duty shall be considered as worked time.

Section 6 Payment of Overtime

Compensation for overtime shall be made in the regular payroll week.

22 OUT OF CLASSIFICATION PAY

Employees temporarily assigned by the supervisor to substitute for or assume the responsibilities of an employee in a higher rated position for a period of at least one (1) hour, resulting in the performance of duties which are beyond the scope of the assigned employee's normal duties, shall receive ~~a~~ **the** temporary increase **below** ~~of ten percent (10%)~~ or the minimum rate for that position whichever is greater for the duration of that assignment.

Employees temporarily assigned by the supervisor to perform work in a lower rated position shall continue to be paid their regular hourly rate for the duration of that assignment.

~~**Employees temporarily assigned by their supervisor to train other unit members or students for a period of at least one (1) hour of a scheduled work day shall receive a temporary increase of 10% for the duration of that assignment.**~~

Employees temporarily assigned by their supervisor to train for a period of at least one (1) hour of a scheduled work day will receive the following:

- **Training student or other unit member : fifteen percent (15%) increase**

- **Training more than one student: twenty percent (20%) increase**
- **Training faculty/supervisor: twenty percent (20%) increase**

23 CALL-IN PAY

If an employee is called back for duty outside regular working hours specified in the contract, the employee shall receive a minimum of three (3) hours paid at the overtime rate for that pay period.

If an employee is contacted by a supervisor and directed to respond immediately or immediately complete a task outside of that employee's regular working hours, ~~he/she~~ **the employee** will be compensated for a minimum of one (1) hour of pay. If the time worked creates an overtime situation the employee will be paid at the overtime rate as per Article 21.

24 SENIORITY

Section 1 Service Seniority

The employee's continuous service at Vassar College shall determine seniority.

Section 2 Leave of Absence

Seniority will accrue only for the first thirty (30) calendar days of a leave but will be bridged for authorized leave of absence of six (6) months or less.

Section 3 Seniority List

The College shall be responsible for establishing and maintaining a seniority list in accordance with this Article for all employees. Said list shall be made available to the Union on request.

Section 4 Special Projects

Employees specifically covered by this Agreement, whose pay is charged to a special or non-operating budget fund and who are informed at the time of their hire or at the time of transfer that their employment is for a special non-operating budget or research project and subject to this provision shall, for the purpose of layoff, be considered to have classification seniority which may be exercised only within the project or grant to which assigned. The College shall notify the Union of all departments and employees covered under this section.

Section 5 New Hires

Newly hired employees do not have any seniority until they have completed their probationary period and become regular employees at which time seniority will be retroactive to the date of hire.

Section 6 Loss of Seniority

Seniority shall be broken when an employee:

a) terminates voluntarily,
b) is discharged for just cause,
c) fails to return from a leave of absence,
d) is laid off for one (1) year or a period exceeding the employee's length of continuous employment, whichever is less.

Section 7 Reinstatement of Seniority

Employees, who leave the employment of the College after completing at least ~~five (5)~~ **two (2)** years of continuous service and return ~~within five (5) years~~, will receive credit for their prior service after completing two (2) years of continuous service from their latest date of re-employment. **This shall not apply to any employee who retired under the retirement incentive program provided in the side letter of agreement.**

25 VACANCIES & POSTINGS

Section 1 Postings

The College will post all vacant bargaining unit positions on the College's web site and designated bulletin boards. The College will not consider any applicant from outside the College for the first five (5) consecutive workdays of the posting. The posting will include the date posted, job title, work schedule, number of scheduled weeks to be worked, rate of pay, a brief description of the duties and the minimum requirements for filling the position, and a numerical sequence for each new posting for the life of the contract. The College shall make available to the Union Local a list of all posted positions.

The College shall notify the Union at least ten (10) calendar days prior to posting, of any proposed upgrade or downgrade, for a job posting of an open bargaining unit position. If there is a change to the job qualifications or the FTE status for a job posting, the College shall notify the Union at least five (5) calendar days prior to any reposting or modification to the existing posting. The College shall meet with the union to discuss its rationale for the downgrade. The College shall notify the Union in writing of any job elimination within 60 days of vacancy. Nothing herein shall limit the College's right to re-establish an eliminated position.

Section 2 Application

Employees interested in the posted vacancy must file their application in writing to the Office of Human Resources within five (5) working days from the initial date of posting.

Section 3 Selection

The College is committed to the principle of hiring from within the bargaining unit to promote an atmosphere of development and growth within the Vassar community.

The College will be the sole judge with respect to the degree to which applicants meet job qualifications. Final selection of candidates to fill positions will be at the discretion of the College.

An internal employee who is an applicant for a position, but who is not offered that position, shall be advised in writing as to the specific reasons for that rejection (provided the applicant makes such a request for the explanation in writing).

Section 4 Trial Period (promotions & transfers)

Regular employees selected to fill a posted vacancy will be considered to be in training for the first thirty (30) calendar days following the date the employee begins work in the new position. If before the end of the first thirty (30) days, the employee chooses not to remain in the new position, the employee shall be returned to the employee's previous position. If at the end of thirty (30) calendar days, the employee, in the opinion of the College has not successfully completed the training period, the employee shall be returned to the employee's previous position.

In the event a unit member retreats back to an original position, the Office of Human Resources will repost the job position and will attempt to contact unit members who had applied originally.

Section 5 Subsequent Applications

Employees must have served six (6) months in their current position before they may be considered for a transfer to a posted position.

Section 6 Non-Bargaining Unit Positions

Bargaining unit members are eligible and encouraged to apply for any vacant position at the College for which they feel they are qualified. However, should a bargaining unit employee apply for and not get a position outside the bargaining unit, such a situation is not grievable under any provision of this Contract.

26 CAREER DEVELOPMENT

It is the policy of Vassar College to select well-qualified individuals to perform the many tasks necessary to achieve the mission of the College. The College and the Union

agree that an essential element in this task is the good faith effort of the College and the Union to advance equal employment opportunity to all employees.

To ensure that all employees will be provided with an equal opportunity to progress in their careers consistent with their qualifications, skills and interests, the Office of Human Resources will provide information and counseling regarding career advancement to employees who request it. The Office of Human Resources will discuss with any employee a pathway for career advancement, including identification of skills and qualifications necessary for advancement along a particular pathway. A record of an employee's interest in and plans for career advancement will be added to the employee's personnel file.

The College is committed to maintaining a spirit of cooperation between supervisors and employees to discuss changes or improvements to the performance of daily tasks. Performance related feedback is a fundamental ingredient in the creation of an effective working relationship between a supervisor and an employee. The employee should feel free to suggest changes or improvements to ~~his~~ **their** designated assignments to improve efficiency, or to ask for clarification or direction on how to fulfill the needs of the department. The supervisor shall, in a timely fashion, discuss with the employee areas where requirements of the department have changed or areas where improvement may be needed in tasks performed by the employee. The college shall provide onsite coaching and/or counseling by the supervisor or the designee, and on or off site training when appropriate. The supervisor will provide a plan of action in the counseling document. The supervisor will schedule a meeting with the employee within thirty (30) to sixty (60) days from the date of implementation of the performance update. All counseling or coaching documentation referring to the process shall be placed in the employee's personnel file and a copy shall be sent within a reasonable period of time to the Union President and the Union Business Agent. All such documentation shall be removed within a twelve (12) month period provided all of the terms of the plan of action have been corrected.

27 BULLETIN BOARDS & CAMPUS MAIL

Section 1 Bulletin Boards

The College shall make space available on bulletin boards for posting factual and non-controversial material that a responsible representative of the Union may desire to post. The Union has exclusive use of a bulletin board in Main and will have access to bulletin boards in every building in which a CWA represented employee works when space is available.

If management contends posted notices are not within the spirit of this Article, the responsible Union Representative (Business Agent, Chief Steward or Executive Board Member) when available will remove such notice. However, if the Union Representative is not available, management reserves the right to remove such material.

Section 2 Campus Mail

The Union may use the unstamped college mail for distribution of factual and non-controversial material. No advertisements and no political material may be distributed in the college mail. Each piece shall be addressed by name and box number. Usage shall be kept to a reasonable frequency and the mail will be unsealed.

28 BREAK TIME

All full-time employees are entitled to a ten (10) minute break in the mid-morning and a ten (10) minute break in the mid-afternoon, or one (1) break of twenty (20) minutes during the day.

Breaks shall be taken at a mutually arrived at time in accordance with the operating needs of the department. Break-time may not be accumulated.

Part-time employees who work a minimum of twenty (20) hours per week are granted an unpaid meal period of thirty (30) minutes and one (1) ten (10) minute rest period daily.

29 SCHEDULE OF SALARY PAYMENT

Section 1 Pay Period

The payment of wages shall be biweekly. Biweekly payroll checks will be distributed on Fridays for the preceding payroll period that ended on Sunday.

Section 2 Payroll Deductions

Union dues, health insurance, EPAC, **loans,** gifts to the United Way, contributions to the number of tax deferred annuity options currently in existence may be deducted where authorized. Health, Dental and/or Visual insurance deductions will be made on a pre-tax basis as permitted by law. **Academic year employees will have the option to have the entire value of a year's (52 weeks) worth of deductions spread over twenty-four pay periods or a lesser number of pay periods to be determined by the College. The College will confer with the Union prior to declining the alternative payment plan option.**

Section 3 Automatic Deposits

The College shall offer automatic payroll deductions for deposits credit unions and all banks authorized for automatic transmittal.

30 SCHEDULED WORK WEEK DEFINITION

Section 1 Work-week & Work-schedule

The standard workweek begins on Monday and ends on Sunday. The standard work schedule begins on Monday and ends on Friday. The hours of work for each day shall be either seven and one-half (7½) or eight (8) hours with a one-hour unpaid period for lunch, according to job classifications. For changes to an employee's schedule that will last six (6) months or longer, the College will notify the Union at least forty-five (45) days in advance.

Section 2 Day Shift

Employees scheduled to work between 6:00 AM and 6:00 PM shall be considered working a "day" schedule.

Section 3 Night Shift

Employees scheduled to work between 6:00 PM and 6:00 AM shall be considered working a "night" schedule.

Section 4 Night Differential

The College shall pay ~~seventy-five cents ($.75)~~ **one dollar ($1.00)** per hour night differential for hours worked between 6:00 PM and 6:00 **AM**.

Section 5 Sixth or Seventh Day

~~Effective July 1, 2007, employees who are scheduled to work on a sixth or seventh day in the standard workweek shall be additionally compensated fifteen dollars ($15.00) for such work. Effective July 1, 2009, employees who are scheduled to work on a sixth or seventh day in the standard workweek shall be additionally compensated sixteen dollars ($16.00) for such work. Effective July 1, 2010, employees who are scheduled for work on a sixth or seventh day in the standard workweek shall be additionally compensated seventeen dollars ($17.00) for such work. Effective July 1, 2011,~~ **Employees** who are scheduled to work on a sixth or seventh day ~~in the standard workweek~~ shall be additionally compensated ~~eighteen dollars ($18.00)~~ **thirty-six ($36)** for such work. **This provision applies to employees that are scheduled more than five (5) days consecutively.**

Section 6 Night Shift Differential (Nurses only)

Nurses scheduled to work the 11:00 PM to 7:00 AM shift shall, in addition to their regular wages, receive a two dollar ($2.00) per hour differential. Nurses shall receive a

one dollar ($1.00) per hour differential for the hours worked between 6:00 PM to 11:00 PM.

Nurses scheduled to work weekends shall be entitled to an hourly differential of three dollars ($3.00) per hour for all hours worked on the weekend. Weekend shall be defined as Saturday and Sunday.

31 COMPENSATION

Section 1 Across-the-Board Increase

A. ~~Effective July 1, 2016, the hourly rate of each employee shall be increased by one and one half percent (1.50%).~~

A. Efffective July 1, 2022,the wage equalization table listed in Appendix A shall be applied

~~Effective July 1, 2017, the hourly rate of each employee shall be increased by three percent (3.00%).~~

Effective July 1, 2023, the hourly rate of each employee shall be increased by three and one-half percent (3.5%) of that total base hourly salary.

~~Effective July 1, 2018, the hourly rate of each employee shall be increased by two and one half percent (2.50%).~~

Effective July 1, 2024, the hourly rate if each employee shall be increased by three and one-half percent (3.5%) of that total base salary.

~~Effective July 1, 2019, the hourly rate of each employee shall be increased by two and one half percent (2.50%).~~

Effective July 1, 2025, the hourly rate of each employee shall be increased by three percent (3%) of that total base hourly salary.

~~Effective July 1, 2020, the hourly rate of each employee shall be increased by two and one half percent (2.50%).~~

~~B. The College agrees to pay each bargaining unit member a one-time non-recurring cash bonus of two hundred dollars ($200.00) upon ratification of this agreement.~~

~~C. Effective in Year 1 of the contract—The College shall allocate $92,000 for the purpose of making market adjustments to the salaries of unit members. The money shall be distributed as follows:~~

~~Group 1: Unit members making between $10 an hour and $20.99 an hour will receive 60% of the $92,000 (or approximately $55,200) divided equally to them as an hourly adjustment to their base rate.~~

~~Group 2: Unit members making between $21 an hour and $30.99 an hour will receive 35% of the $92,000 (or approximately $32,200) divided equally to them as an hourly adjustment to their base rate.~~

~~Group 3: Unit members making between $31 an hour and above will receive 5% of the $92,000 (or approximately $4,600) divided equally to them as an hourly adjustment to their base rate.~~

~~The market adjustment shall be made no later than October 1, 2016, but shall be retroactive to July 1, 2016. The market adjustment shall be applied after the 2016-2017 across the board wage increase.~~

~~Future yearly increases would first meet market minimums for present employees and then yearly percentage increase would be applied.~~

Section 2 Skills-Based Adjustments

Employees who are in their probationary period will be assumed to be in the first tier of skills for the employee's job level (e.g. ~~C2, L3, K4, J3~~**D4, C4, L4, K4**).

~~LEVEL~~		~~TIERS~~		
~~C~~		~~C2~~	~~C1~~	
~~L~~	~~L3~~	~~L2~~	~~L1~~	
~~K~~	~~K4~~	~~K3~~	~~K2~~	~~K1~~
~~J~~	~~J3~~	~~J2~~	~~J1~~	

LEVEL	**TIERS**			
D	**D4**	**D3**	**D2**	**D1**
C	**C4**	**C3**	**C2**	**C1**
L	**L4**	**L3**	**L2**	**L1**
K	**K4**	**K3**	**K2**	**K1**

The hourly rate of each employee who has effectively demonstrated the ability to perform all of the skills in a given skill set for the employee's job title shall be increased by the percentage set forth in Section 2, above.

For example, an employee in a job title in Level K who effectively demonstrates the ability to perform all of the skills in K3 will be moved from K4 to K3 and the employee's hourly rate will be increased by four percent (4%). Similarly, an employee in a job title in Level K who effectively demonstrates the ability to perform all of the skills in K2 will be moved from K4 to K2 and the employee's hourly rate will be increased by eight percent (8%).

After the thirty-day trial period as defined in Article 25, Vacancies & Postings, Section 4, or the completion of the probationary period as defined in Article 8, Probationary Employees, Section 1 the employee and their supervisor shall complete the Tier Assessment and the employee shall be placed in any tier upon demonstrating the ability to perform all the skills necessary for that tier. This initial placement may be at any tier within the Level, and the employees' hourly rate shall increase by four percent (4%) per tier and be retroactive to the start of the position. After the initial placement an ~~An~~ employee may only progress a maximum of one (1) tier during the course of a fiscal year (i.e., there can only be one skills based adjustment during the course of a fiscal year).

Section 3 Longevity Increases

An additional sum of money will be available to establish longevity payments. The establishment of these longevity payments will utilize the formula already agreed upon by the College and the Union and will be subject to review by the College before payment distribution is affected. Longevity increases shall be paid on anniversary date.

For those employees hired on or after July 1, 2012 the following longevity increases shall apply:

5 years	=	0.5%
10 years	=	1.0%
15 years	=	1.5%
20 years	=	2.0%

Section 4 Definitions (Promotion, Transfer, Downgrade)

In transferring bargaining unit employees from one position to another, the following definitions will be understood:

Promotion: A promotion is a move from a job title in one level to a job title in a higher level. For example, an employee may be promoted from a job title in Level K to a job title in Level L. **No employee shall be excluded from progressing through levels or**

tiers as long as the employee demonstrates the abilities to perform the required duties.

Lateral Transfer: A lateral transfer is a move from one job title to another job title in the same level. For example, an employee may be transferred from Administrative Assistant (Level K) to Accounting Assistant (Level K). However, a move from Administrative Assistant in the Drama Department to Administrative Assistant in the English Department is not a lateral transfer but merely a reassignment.

Downgrade: A downgrade is a move from a job title in one level to a job title in a lower level. For example, an employee is moved from a job title in Level ~~K~~ **L** to a job title in Level ~~J~~ **K**.

Section 5 Promotion (Rate of Pay)

An employee who receives a promotion as defined in this Article shall, at the time of promotion, receive a ten percent (10%) wage increase and will be assumed to be at the lowest tier for that level. The employee will not receive a wage increase for the first tier move.

For example, an employee who is promoted from a job title in Level K to a job title in Level L will receive a ten percent (10%) wage increase at the effective date of the promotion and will be assumed to be at Tier ~~3~~ **4**. However, **after completion of the thirty-day trial period as defined in Article 25, Vacancies & Postings, Section 4, and after the employee effectively demonstrates the ability to perform all the skills for a given tier, the employee will not receive the four percent (4%) wage increase for the initial tier move from Tier 4 to Tier 3, but will receive an increase for each Tier higher than Tier 3. For example, if the employee successfully demonstrates the skills needed for Tier 2, the employee will not receive the four percent (4%) wage increase for the initial tier move from Tier 4 to Tier 3, but will receive a four percent (4%) wage increase for Tier 3 to Tier 2.** ~~whenever the employee effectively demonstrates the ability to perform all the skills for Tier 2, the employee will not receive the four percent (4%) wage increase. After the employee effectively demonstrates the ability to perform all the skills for Tier 1, the employee will be eligible to receive the four percent (4%) wage increase.~~

Section 6 Lateral Transfer (Rate of Pay)

An employee who moves to a job title at the same level as the employee's current job title will continue to receive the employee's same wage (excluding subsequent across-the-board or longevity increases) for the first twelve (12) months, excluding any leaves of absence, and will be assumed to be at the same tier. After the twelve (12) months, if the employee does not effectively demonstrate all the skills for the tier, the employee will be placed in the appropriate tier and the employee's wage will be reduced by the appropriate percentage.

For example, an employee who is transferred from a job title in Level K to another job title in Level K will continue to receive the same wage for the first twelve (12) months (excluding across-the board or longevity increases) and will be assumed to be at the same tier, in this example, Tier 2. After the twelve (12) months should the employee not effectively demonstrate the ability to perform all the skills for Tier 2 but effectively demonstrate the ability to perform all the skills for Tier 3, the employee's wage will be decreased by four percent (4%).

Section 7 Downgrade (Rate of Pay)

An employee who elects to move to a job title at a lower level than the employee's current job title will receive a ten percent (10%) reduction in pay for each downgrade level. For example, a unit member moving from level C to L would receive a ten percent (10%) downgrade, but a unit member moving from level C to K would receive a twenty percent (20%) downgrade. The dollar amount equivalent of the longevity increases will be applied to the minimum wage for that level. After completion of the thirty-day trial period as defined in Article 25, Section 4, Vacancies & Postings, and after the employee effectively demonstrates the ability to perform all the skills for a given tier, the employee will be eligible to receive the appropriate wage increase. The wage increase for the initial tier move will be retroactive to the effective date on which the employee moved to the lower level.

For example, an employee who moves from a job title in Level ~~K~~ **C** to a job title in Level ~~J~~ **L** will receive the **ten percent (10%) reduction not to fall below the** minimum rate for Level ~~J~~ **L**, plus the dollar amount equivalent of the employee's longevity increases, and will be assumed to be at Tier ~~3~~ **4**. However, after the thirty-day trial period and after the employee effectively demonstrates the ability to perform all the skills for ~~Tier 2~~, **a higher tier** the employee will be eligible to receive the four percent (4%) wage increase **per Tier**. After the employee effectively demonstrates the ability to perform all the skills for Tier 1, the employee will be eligible to receive another four percent (4%) wage increase.

Section 8 New Hires (Rate of Pay)

A new employee will receive the minimum wage rate for the level and will be assumed to be at the lowest tier for that level. At the completion of the probationary period as defined in Article 8, Section 1, Probationary Employees shall be evaluated, and after the employee effectively demonstrates the ability to perform all the skills for a given tier, the employee will be eligible to receive the appropriate wage increase. The wage increase for the initial tier move will be retroactive to the employee's date of hire.

For example, a new employee hired into a job title in Level ~~J~~ **K** will receive the minimum rate for Level ~~J~~ **K** and will be assumed to be at Tier ~~3~~ **4**. However, after the probationary period and after the employee effectively demonstrates the ability to perform all the skills for Tier 2, the employee will be eligible to receive the four percent (4%) wage increase **per Tier or eight percent (8%)**. After the employee effectively

demonstrates the ability to perform all the skills for Tier 1, the employee will be eligible to receive another four percent (4%) wage increase.

(See Appendix A) For market minimums.

Section 9 Review Process

The Office of Human Resources will mediate any disputes concerning whether or not an employee has effectively demonstrated the ability to perform all the skills for a given tier. The employee shall be represented by the Union. In the event mediation does not resolve the dispute, the employee may appeal directly to the Director of Human Resources. Any decisions by the Director of Human Resources shall be final and binding and shall not be subject to the grievance and arbitration procedure.

Section 10 Skill Sets

The College will establish the skill sets and may amend them from time to time. Any changes will be discussed with the Union prior to implementation.

Section 11 Notification of Transfers

The Business Agent shall be notified in writing by the Office of Human Resources of all transfers of employees.

Section 12 Nurses: Market Adjustment

~~Effective July 1, 2007, the following one time market adjustment shall be made to the nurses salaries:~~

~~A. Any nurse earning a base hourly rate of less than twenty dollars ($20.00) per hour shall be increased to an hourly rate of twenty-two dollars ($22.00) per hour.~~

~~B. Any nurse earning a base hourly rate of more than twenty dollars ($20.00) per hour but less than twenty four dollars ($24.00) per hour, shall be increased to an hourly rate of twenty five dollars ($25.00) per hour.~~

~~C. Any nurse earning a base hourly rate of more than twenty four dollars ($24.00) per hour, but less than twenty six dollars ($26.00) per hour, shall be increased to an hourly rate of twenty seven dollars and fifty cents ($27.50) per hour.~~

~~This hourly rate adjustment for each nurse shall be inclusive of the agreed upon across the board salary percentage increase for the 2007-2008 fiscal year.~~

Effective July 1, 2022 the hiring rate for a Nurse shall be $30 per hour. Effective July 1, 2023, the hiring rate will increase by two percent (2%) each year of this agreement.

32 LUNCHES

Section 1 Paid Lunch

All employees regularly scheduled to work twenty (20) or more hours per week and a minimum of eight hundred (800) hours per year (see Article 7, Section 1, Employment) are eligible for the following options:

One (1) lunch meal provided by the College at ACDC (the Central Dining Facility). When ACDC is closed for scheduled repairs or cleaning, the College will make the lunch meal available to eligible employees at the Retreat facility. Should both the ACDC and Retreat facilities be out of service due to an unplanned event (e.g. power failure) the Union releases the College from its obligation to provide lunch until the necessary repairs can be made at which time the College will again provide a lunch meal to eligible employees. Should the College close both facilities in a planned shutdown, it remains the College's obligation to provide a lunch meal to eligible employees.
Employees scheduled or assigned to work twelve (12) hours or more shall be entitled to a reimbursement for a second meal provided at Vassar College dining facilities.

Section 2 Lunch Option

During certain periods of the year (summer break, winter break, **October break** and March break) individual bargaining unit members may elect to continue to receive lunch or choose to leave one-half (½) hour early with pay during those periods in exchange for waiving the lunch obligation. During the Christmas week of winter break, the lunch obligation is waived but employees will be on a half-hour early release schedule. The Office of Human Resources will coordinate the administration of these options; employee selection will cover the entire period of each break.

33 HEALTH & LIFE INSURANCE

Section 1 Health Insurance

The College shall provide members of the bargaining unit who are regularly scheduled to work twenty (20) hours or more per week **or** at least eight hundred (800) hours per year with medical benefits.

Employees shall become eligible for health insurance benefits on the first day of the calendar month that coincided with or next follows the completion of one (1) full month of employment.

Eligible employees on the payroll as of 6/30/04 can choose between ~~four (4)~~ **three (3)** existing plans:

~~a. Indemnity~~
a. PPO
b. MVP Choices
c. MVP HMO

Eligible employees hired on or after 7/1/04 can choose between the PPO and the MVP HMO.

~~Once all active employees are no longer enrolled in the Indemnity plan, the Indemnity plan closes for active employees.~~

Once all active employees are no longer enrolled in the MVP Choices plan, the MVP Choices plan closes for active employees.

The College shall provide active employees who participate in the PPO with the same enhancements described in Appendix C. The College shall not modify PPO benefits without union consent.

The College shall offer unit members an EPO as an available health insurance option provided that it is offered to faculty and/or administrators.

Copies of plan descriptions shall be available to members of the bargaining unit upon request to the benefits office. In no event shall the College be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical bill or expense that is not covered or reimbursed by the health insurance plan.

Section 2 Alternate Plans

The College may change the insurance carrier and/or offer alternative plans in place of the current plans, provided the alternative plan's benefit structure is substantially equivalent to the current plan. In the event the College decides to explore an alternative plan in place of the current plan, the College and the Union will meet with representatives of the carriers to review the proposals.

Section 3 Premiums

Employees are eligible for a College health plan insurance policy, with the College and the employee assuming the cost of a single health insurance policy as follows:

92.5% College, 7.5% Employee

The College shall also pay two-thirds of the difference in cost of dependent coverage for any member who elects dependent health insurance coverage. The employee shall pay the additional one-third of the cost of dependent coverage. The College shall also pay two thirds (2/3) of the difference in cost between single and dependent coverage. The employee's portion of the cost will be made through biweekly deductions.

Section 4 Flexible Spending Account

Employees may participate in the Flexible Spending Accounts (FSA) operated by the College through the Benefits Office. The plan will be administered consistent with IRS regulations.

Section 5 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.

Section 6 Retiree Health Insurance

To be eligible for the retiree health insurance benefit, the employee must be at least sixty (60) years of age and have completed at least ten (10) years of service after age fifty (50). To continue coverage as a retiree, the employee must have been covered under one of Vassar's medical plans just prior to retirement.

Employee(s) who are not yet Medicare eligible shall have the option of participating in the plan(s) available through the College at the retiree's cost.

Retired employees who are Medicare eligible shall be eligible for the College's post-retirement medical benefit.

Section 7 Life Insurance

The College shall provide members of the bargaining unit who are regularly scheduled to work twenty (20) hours or more per week at least eight hundred (800) hours per year with life insurance. The life insurance benefit will increase to an amount equal to a unit member's salary rounded to the nearest thousand dollars, with a minimum life insurance benefit of twenty five thousand dollars ($25,000). The College pays the full cost of life insurance.

Employees shall become eligible for life insurance benefits on the first day of the calendar month that coincided with or next follows the completion of one (1) full month of employment.

An employee may purchase additional life insurance coverage at the employee's expense subject to the provisions of the plan. The College shall no longer be obligated to fund the premium for life insurance upon separation from employment provided; however, the employee will have the option to assume payment of premiums for the policy in accordance with the provisions of the plan. The Employee is responsible for contacting Employee Benefits to ascertain both the timelines and the process for assuming payments under the policy.

Section 8 Dental Insurance

The College shall make available dental insurance at the employee's full cost provided at least five (5) members enroll in the plan.

Section 9 Plan Detail Availability

Each health and life insurance plan available will have the details posted on the portal.

34 RETIREMENT PLAN

Section 1 College Contribution

For employees who are eligible for participation in the College's retirement plan, the College contribution will be eleven percent (11%) of base wages.

Section 2 Employee/Employer Contribution

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

Section 3 Record of Contributions

College and employee contributions to the College's retirement plan will be noted on the biweekly pay stubs of employees who are eligible for participation in the plan.

Section 4 Plan Details

~~See the official plan document for details.~~
Plan details are available on the HR Portal

Effective July 1, 2018, eligibility will begin on the first month of the 1st year anniversary of employment.

35 EDUCATIONAL BENEFITS

Section 1 Employees

All regular full-time and part-time employees who regularly work twenty (20) or more hours per week and a minimum of eight hundred (800) per year (see Article 7, Section 1 Employment) are eligible to enroll for course work each semester, for credit, providing a suitable schedule can be arranged with the employing department, the academic department and the course instructor. Fees are waived, except for a registration fee of twenty-five dollars ($25.00) per course per semester.

Arrangements involving adjustments of working hours must be approved by the employee's supervisor and the Director of Human Resources. Employees who are making up missed work time due to course work will not be eligible for any premium, night differential, call back, overtime or any other payment for those make up hours worked.

To qualify, employees may not be students of the College at the time of their hire. Former students are subject to a waiting period of one (1) calendar year before becoming eligible. Employees who wish to participate must meet the academic requirements of Vassar College.

Section 2 Dependents

For spouses and children: Spouses and children of eligible employees may take courses for credit, in consultation with the Advisor to Special Students, for the registration fee of twenty-five dollars ($25.00) per semester. Such persons must meet the academic requirements of Vassar College.

For children: With certain additional employee eligibility requirements, a dependent child, as defined by the IRS, who meets the academic requirements and is admitted to Vassar College, will receive full tuition remission as a matriculating student or remission of one-half (½) of the regular per unit rate as a special student.

Section 3 Eligibility

Regular employees of the College who are regularly scheduled to work at least twenty (20) hours per week and a minimum of eight hundred (800) hours per year (see Article 7, Section 1 Employment) and who have completed three (3) years of service prior to the beginning of the semester for which the benefit is requested are eligible for this plan. Eligibility must be verified by the Office of Human Resources. Eligibility normally ceases with termination of employment at Vassar College. Benefits will be paid for a maximum of eight (8) semesters, for undergraduate work only.

Section 4 Grants for Tuition at Other Colleges (Dependent Children of Employees)

Effective for the 2023-2024 academic year, eligible employees shall be entitled to a tuition grant of up to 10% of the Vassar tuition grant provided to administrators and faculty. For the 2023-2024 academic year only, the tuition grant shall be per employee.

Effective starting with the 2024-2025 academic year, eligible employees shall be entitled to a tuition grant of up to 15% of the Vassar tuition grant provided to administrator and faculty. The tuition grant shall be per dependent child.

Eligibility for the tuition grant requires a minimum of 3 years of employment with the College. Eligible employees wishing to receive the tuition grant shall notify the Office of Human Resources.

A dependent child must be under the age of 24 at the beginning of the semester in which benefits are being requested and the child must be claimed as a dependent on the employee's tax return.

The tuition grant checks are made payable only to the college or university (not to the employee) and are mailed directly to the institution.

Under no circumstances will the dependent child receive tuition benefits for more then the equivalent of 8 semesters or 12 trimesters of academic work.

Eligible employees who receive the tuition grant, but leave the employment of the College before the end of a semester for which they receive such benefit must reimburse the College, on a pro-rata basis, for the benefits received for that semester.

36 JOB SECURITY

Section 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.

Section 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.

Section 3 Separation Pay

In case of layoffs, payments of one (1) week's pay for each year of continuous service shall be made by the College at the time of layoff, up to an amount not to exceed twenty-six (26) weeks of pay.

Section 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)~~ **twenty-one (21)** working days to an offer of work sent by registered mail and return within ~~seven~~ **twenty-eight (28)** 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.

37 CONTRACTING OUT OF WORK

Section 1 Layoffs

The College shall not contract out work, if such contracting will cause and directly affect layoffs from employment with the College or reduce in regular hours of any present employees.

Section 2 Part-time Hours

The College will not contract out work that could be done by increasing the number of hours of a part-time employee until all interested have been offered the increased hours.

Section 3 Special Expertise & Past Practice

The College reserves the right to contract out work requiring special expertise unavailable on campus or historically contracted out.

Section 4 Non-bargaining Unit Employees

Supervisors, exempt employees, and other non-bargaining unit employees may continue to carry out traditional work assignments which are similar to work normally performed by employees in the bargaining unit and such employees may perform other work normally performed by bargaining unit employees when work or business requirements of the College make the performance of such work necessary. The College will not expand the amount of such work if the direct result of the expansion is a reduction in the number of full-time or part-time bargaining unit positions or a reduction in the number of hours assigned to part-time bargaining unit employees. Questions of interpretation in this area will be referred to the Joint Union/Management Committee for discussion.

38 PERSONAL WORK

No employee shall be required to perform a service that is personal in nature, or not work related.

39 PERSONNEL FILES

Section 1 Location

The official record for each employee shall be kept in the Office of Human Resources.

Section 2 Access to Files

An employee shall be entitled to inspect and with a demonstrated need copy material in the College's personnel files regarding the employee. A single copy of any material in the employee's personnel file shall be provided by the College at no cost to the employee. It is understood that if extensive copying is needed, it shall be at the employee's expense. The employee may inspect the personnel file and copy new material in the file as frequently as is reasonable.

Section 3 Confidentiality

The College will not release any information concerning an employee without the employee's written authorization except to the extent required by law.

Section 4 Medical Files

All records of an employee, who is enrolled in the College Health Plan, shall be kept confidential and not released without the employee's written permission.

Section 5 Union Access to Files

An employee may designate in writing as an alternate, a Union representative to inspect the employee's personnel files.

40 JOB DESCRIPTION & CLASSIFICATION

Upon request, updated job descriptions be provided by the College to each individual employee and to the Union.

Employees shall have the right to suggest recommendations for changes through the Joint Union/Management Committee.

41 CAREER GUIDANCE

In the event of a layoff of five (5) or more employees in a thirty (30) day period, the College shall provide for all laid off employees, a career development program. However, five (5) or more employees must enroll in the program before the College is obligated to conduct it. Topics will include the skills of self-assessment, career research, resume writing and job interviewing.

42 FLEXIBLE WORK SCHEDULES

The College does not have a formal flexible work plan. From time to time, because of an employee's personal needs on a given day or days, when mutually agreed upon by the College and the employee, an employee may arrive early, work through lunch, **telework,** or stay late in order to complete a full week of work. **The option of telework shall not be subject to arbitration.**

43 UNION USE OF COLLEGE FACILITIES

The College will provide adequate meeting space for Union general membership meetings subject to availability. Such meetings will be held during off-hours.

44 HEALTH & SAFETY ON THE JOB

Section 1 Mutual Concern

The Union and the College agree that the safety of each employee in the unit is a concern of the College and the Union.

Section 2 College Responsibilities

The College agrees that it has the responsibility and will make reasonable efforts to provide, maintain, and supervise working conditions and equipment at all times and will comply with appropriate and applicable federal, state and local statues and regulations regarding health and safety concerns.

Section 3 Employee Responsibilities

It is also agreed that employees in the unit are responsible for cooperating with all aspects of the safety and health program, including compliance with all rules and regulations for continuously practicing safety while performing their duties. Each employee in the unit has the additional responsibility of reporting unsafe conditions or equipment to the appropriate college official. Staff/Professional members shall report as soon as practicable to their supervisors any job related accident, injury or illness; this requirement shall not, however, be construed to limit in any way a Staff/Professional member's rights under the Workers Compensation law, provided the Staff/Professional member does give the College any notice required by such law.

Section 4 Safety & Health Committee

At least two (2) bargaining unit members shall serve on the existing College Safety and Health Committee. One (1) shall be appointed by the Union and one (1) shall be recommended by the Union to the College for their approval. That committee shall meet at least quarterly to review and discuss safety and health concerns.

The Safety and Health Committee will develop procedures for whom to contact in cases of emergency.

Section 5 Night Shift Communication

When bargaining unit members are required by the College to work alone between midnight and 7:00 AM, the College shall make a reasonable effort to provide a system and/or a device for communicating with another person.

Section 6 Special Medical Conditions

The College and the Union recognize that there are certain medical conditions during which particular attention should be given to potential hazards in the work place. If such hazard exists or arises in the environment, an eligible employee may request reasonable accommodations in accordance with the Americans with Disabilities Act.

Section 7 Asbestos and Mold

Provided that the College is aware that work is being conducted in an area that contains asbestos that exceeds the permissible exposure limits for employees per the Occupational Safety and Health Administration (OSHA), the College shall notify the Union the greater of five (5) days prior to any work being conducted or the minimum number of days required by New York State Law.

The College shall notify the Union the greater of five (5) days prior to any work being conducted or the minimum of days required by New York State Law for any mold remediation being conducted.

If the notice requirement above for either asbestos or mold is not possible; the College shall have the discretion to relocate the impacted employees to another location on campus or, if that is not possible, provide the impacted employees with paid leave without it being charged to the employee's leave accruals.

45 JOINT UNION/MANAGEMENT COMMITTEE

A Union/Management Committee shall be created which will meet at least quarterly to consider methods of improving working and safety conditions on the campus, productivity and cost saving procedures. This committee may be used to give preliminary consideration to joint Union/Management concerns for operating policies and programs.

This committee shall consist of two (2) Union and two (2) management people.

46 COLLEGE FUNCTIONS & FACILITIES

Section 1 Employees

Employees will be entitled to the use of College facilities, including the library, recreational facilities, and parking accommodations in compliance with the prevailing rules and regulations and at applicable prevailing rates.

Section 2 Retirees

Former bargaining unit employees, who have retired after age fifty-five (55) with at least ten (10) years of service at Vassar College shall be eligible for use of College operated facilities.

Section 3 Computer Loans

Computers may be purchased at the Vassar College Computer Store with the same loan option made available by the College for faculty and administration.

47 TECHNOLOGICAL CHANGES

Section 1 Notification of Changes

The College agrees to give the Union reasonable advance notice of the scheduled introduction of automation that may reasonably be expected to result in:

a) reduction or downgrade of bargaining unit employees,
b) substantial changes in an employee's job,
c) substantial changes in the nature of work in a particular job classification.

Notification will include a description of the nature of the changes, including the location of the automation and anticipated effects on personnel; listing of departments involved and job titles to be affected; and the anticipated date of the change.

Section 2 Discussion of Changes

The College will meet with the Union ~~upon request~~ at a mutually agreeable time to discuss ways of softening the impact of automation upon the affected employees. The discussion will include consideration of whether and to what extent training might be appropriate.

Section 3 Health Concerns

The College will maintain current information on issues of health related to the use of office automation devices, and will make such information available to the Union upon request. In respect to office automation and health concerns related thereto, the College will comply with appropriate and applicable federal, state and local statues and regulations, as it does with respect to any other health and safety matter.

Section 4 New Technologies

Any significant change in technology that may affect the conditions of employment to CWA members Must first be discussed in the JUMC with the Union at least 30 days prior to start up. These changes include but are not limited to: Workday, People Admin, Keystroke software,

48 RUTH CUTLER MEMORIAL FUND

The Ruth Cutler Memorial Fund will continue to operate as it has in the past. Funds are available to employees who need a loan for emergency purposes.

49 CONFERENCES & WORKSHOPS

Section 1 Requests & Approval

All requests to attend work related conferences or workshops shall be made through and approved by the College.

Section 2 Expenses

When an employee's request to attend a conference or workshop is approved, fees and other expenditures, including regular wages and normal travel costs, shall be borne by the College.

Section 3 Use of Personal Leave and/or Vacation Leave

If the College determines that it will not fund the request, the employee may use vacation and/or personal days provided the employee gives sufficient notice and has the days available.

50 INCLEMENT WEATHER

Section 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. To be eligible for this premium pay, the employee may not self-select to work but must be required to work by the appropriate supervisor.

For example, an employee with a seven and one-half (7½) hour workday who is required to report to work at the regular starting time when administrative offices are on a two-hour delay will be paid two (2) hours at one and one-half times the regular rate of pay and the remaining five and one half (5½) hours will be paid at the regular rate of pay.

In the sole discretion of the Head of Human Resources or designee, premium pay at the rate of time and a half may be paid to an employee who is required to work during inclement weather outside of the operational hours of administrative offices. ~~Such decision shall not be subject to the grievance procedure.~~

The parties agree to meet to discuss issues relative to inclement weather.

The office of Human Resources shall have the sole discretion to determine the starting and ending time of the weather emergency if the weather emergency continues or starts after the closure of administrative offices.

Section 2 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.

Section 3 Scheduled or Unscheduled Time Off

~~In the event an employee has arranged for scheduled or unscheduled 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, etc.) for hours the employee was scheduled to work during that day.~~

~~Should the College officially close subsequent to an employee's early departure, only the time between the employee's departure and the official close time will be charged against the employee's earned leave time.~~
If an employee is on paid leave when the college is closed due to an emergency, the employee may request a time off correction in HRIS so that day will not be charged against the employee's paid leave.

Section 4 List of Excused & Not-excused

The College will maintain a list of those employees in the bargaining unit who might be called 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. **Attached as Appendix D is the list of essential employees.**

51 SEPARABILITY OF PROVISIONS

In the event any Article or portion of this contract is declared invalid or illegal by any court of competent jurisdiction or by any rule and regulation or law of a Federal, State or Municipal agency, only the Article or portion of this contract found invalid or illegal shall be invalidated and the rest of the provisions of this contract shall remain in full force and effect.

52 EARLY RETIREMENT INCENTIVE ACCOUNT/ VISION INSURANCE ACCOUNT

The College agrees to setting up a deduction code for a Union fund: a) to help offset the cost of health insurance premiums for individuals who retire prior to Medicare eligibility; and/or b) to provide vision coverage.

53 ZIPPER CLAUSE

The parties agree that all items subject to negotiations have been negotiated during the negotiations leading to this Agreement and agree that negotiations will not be reopened, unless mutually agreeable, on any item whether contained in this Agreement or not during the term of this Agreement. It shall also be the prerogative of the College to initiate and announce new policies not affecting or changing matters contained in this Agreement.

54 TERMS OF AGREEMENT

Section 1 Subsequent Changes

Changes or alterations of this Agreement may be made only by the agreement of the parties signatory to this Agreement and then only as executed in writing.

Section 2 Duration of Agreement

This Agreement shall be binding and remain in effect from ~~July 1, 2016 to June 30, 2021~~,**July 1, 2022-June 30, 2026** and shall be renewed from year to year thereafter, unless either party gives to the other party notice in writing at least sixty (60) days prior to the expiration date of the contract that it desires to terminate or amend its provisions.

Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new agreement is signed or the right to strike or lockout occurs.

Section 3 Execution of Agreement

IN WITNESS WHEREOF THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT ON August 11, 2022:

FOR THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO-CLC:

Jim Gescheidle.

Sean Wiser

Carl Bertsche

MaryBeth Will

Wendy Post

Phillip Cooper

Leeann Wells

Michael Garry

FOR VASSAR COLLEGE:

Carlos Garcia

Stuart Waxman

Sarah Bakke

Irene Okwang

Joseph Bolander

APPENDIX A

MARKET MINIMUMS

Level	7-1-04
C	$17.31
L	$14.28^
K	$12.24*
J	$10.58¶

^Effective July 1, 2019 the market minimum for level L shall be $15.00/hour
^Effective July 1, 2020 the market minimum for level L shall be $16.00/hour

*Effective July 1, 2016 the market minimum for level K shall be $13.00/hour
*Effective July 1, 2017 the market minimum for level K shall be $13.00/hour
*Effective July 1, 2018 the market minimum for level K shall be $14.00/hour
*Effective July 1, 2019 the market minimum for level K shall be $14.00/hour
*Effective July 1, 2020 the market minimum for level K shall be $15.00/hour

¶Effective July 1, 2016 the market minimum for level J shall be $11.00/hour
¶Effective July 1, 2017 the market minimum for level J shall be $11.00/hour
¶Effective July 1, 2018 the market minimum for level J shall be $12.00/hour
¶Effective July 1, 2019 the market minimum for level J shall be $12.00/hour
¶Effective July 1, 2020 the market minimum for level J shall be $13.00/hour

APPENDIX A

Effective July 1, 2022 the following wage scale will be applied.

Market min	Level Increase	Tier Increase		4	3	2	1
$17.45	10.00%	4.00%	K	$17.45	$18.15	$18.87	$19.63
$19.20	10.00%	4.00%	L	$19.20	$19.96	$20.76	$21.59
$21.11	10.00%	4.00%	C	$21.11	$21.96	$22.84	$23.75
$23.23	0.00%	4.00%	D	$23.23	$24.15	$25.12	$26.13

Market minimums will increase by two percent 2% each year of this agreement.

Effective July 1, 2022 all "J" level employees will be reclassified as "K4"and will receive a minimum ten percent (10%) increase or the new "K4" rate listed above whichever is greater. A previously classified "J" level employee shall not be expected to perform "K4" level work. A previously classified "J" level employee will have the opportunity to progress through the level/tier matrix if the employee demonstrates the ability to perform "K" level duties and responsibilities.

All Level "L" employees will go back one tier without a reduction of pay.
All Level "C" employees will go back 2 tiers without a reduction of pay.

Effective July 1, 2022 a new level "D" shall be added to the salary schedule. The following classifications shall be moved effective July 1, 2022 to the new "D3" rate and will receive a minimum ten percent (10%) increase or the rate that applies in the table above whichever is greater. This is not considered a promotion.

- **Science support technician**
- **Animal Care Coordinator**

All other employees will receive a minimum 3.5% raise effective July 1, 2022 or the rate that applies in the table listed above whichever is greater.

Unit members who have completed at least five years of service shall receive a one-time equity/seniority adjustment to their base salary effective July 1, 2022. This shall be in addition to the across-the-board wage increase. The equity/seniority adjustment shall be as follows:

- **A 0.5% increase to the base salary for each employee who has at least 5 years of service with the College; and**
- **An additional 0.25% for each five years of service thereafter.**

The College and Union will meet to determine the new Tier Matrix and will have it completed within 3 months of ratification.

APPENDIX B

MISSION STATEMENT ON SKILLS TRAINING

The College and the Union believe that a more educated and trained workforce better serves the needs of the Vassar community.

The College is committed to training employees so that they may acquire the skills that will enable them to move through the tiers or levels (excluding courses and training for a professional degree or certification).

Training will generally be conducted at Vassar during regular business hours, however, where the College deems appropriate, training may be at off-campus locations.

APPENDIX C

Summary of Enhancements to the Empire PPO:
Effective January 1, 2005 for Faculty and Administrators

PLAN FEATURE:	ENHANCEMENT:
Eye Care	Eyewear benefit added:
	➢ Glasses for $10-$70 co-payment
	➢ Regular contact lenses $25
Mental Health	Number of outpatient visits increased to 60
Physical Therapy	Number of outpatient visits increased to 90
Occupational / Speech Therapy	Number of outpatient visits increased to 60

APPENDIX D
CWA Essential Employee List

Office of Human Resources 2020

Essential Employee: Any classification or individual title that management designates is "essential" for the continued operations to keep the College functioning or attending to any operational need.

Any position considered essential shall be designated as such in the job posting. Supervisors should notify all employee groups or individuals that they are "essential" and expected to report to work as scheduled. Failure to do so requires that the employee use their own time.

Essential Departments:

Media Resources (they rotate who has to be on campus)
Health Services (they rotate who has to be on campus)
Library- User Services – Circulation employees only (they rotate who has to be on campus)
Animal Caretakers

VASSAR COLLEGE Human Resources Office

July 26, 2004

Mr. Glenn Carter, President
Communications Workers of America Local 1120, AFL-CIO
157 Van Wagner
Poughkeepsie, NY 12603-1043

Dear Glenn,

This letter serves to memorialize the parties' positions with respect to vacation entitlement information. The College agrees to continue to provide access to unit members to view their vacation entitlement information via the Internet. This Agreement is contingent upon ratification of the Memorandum of Agreement for a successor collective bargaining agreement.

Sincerely,

Sarah Hoger
Director of Human Resources

ACCEPTED AND AGREED

Glenn Carter

VASSAR COLLEGE Human Resources Office

June 28, 2004

Mr. Glenn Carter, President
Communications Workers of America Local 1120, AFL-CIO
157 Van Wagner
Poughkeepsie, NY 12603-1043

Dear Glenn,

This letter serves to memorialize the parties' positions with respect to job upgrade requests. It is agreed as follows:

1. A request for an upgrade shall be submitted to an employee's direct supervisor.
2. The supervisor will review the request.
3. If the supervisor supports the request then the request will be submitted to Human Resources for consideration.
4. In the event that a supervisor does not support the request for an upgrade, the employee may seek Union intervention. The Union may initiate an upgrade request. Such requests shall be capped at 4 for the 04/05 fiscal year; 4 for the 05/06 fiscal year; and 3 for fiscal years thereafter.
5. A copy of the upgrade request forms and/or any audit shall be provided to the Union.
6. The College's decision regarding an upgrade shall be final and binding, and shall not be subject to the grievance and arbitration procedure.
7. This Agreement is contingent upon ratification of the Memorandum of Agreement for a successor collective bargaining agreement.

Sincerely,

Sarah Hoger
Director of Human Resources

ACCEPTED AND AGREED

Glenn Carter

The parties agree to extend the June 28, 2004 side letter of agreement to job upgrade requests for the life of the contract. However, requests shall be capped at three (3) for each year of the contract.

VASSAR COLLEGE Human Resources Office

June 23, 2004

Mr. Glenn Carter, President
Communications Workers of America Local 1120, AFL-CIO
157 Van Wagner
Poughkeepsie, NY 12603-1043

Dear Glenn,

Please be advised that the College shall schedule a meeting for supervisors of CWA employees for the purpose of reviewing the terms of the memorandum of agreement including, but not limited to, the progressive discipline section set forth in Article 12 and the new language contained in Section 2, of Article 26 which is entitled "Career and On the Job Development." All CWA supervisors will be encouraged to attend. The meeting shall be scheduled within ninety (90) calendar days after ratification of the agreement.

Sincerely,

Sarah Hoger
Director of Human Resources

Vassar College and the Communications Workers of America
(CWA) AFL-CIO-CLC
Contract Negotiations 2007
Re: Article 14

The following language was agreed upon by both parties reaching an overall contract settlement:

This letter serves to confirm the understanding reached between the College and CWA relative to the usage of paid vacation leave accruals. The parties agree that unit members **(regular full-time employee, regular academic year employee, regular part-time employee benefits eligible)** shall be eligible to use paid vacation leave accruals that they will earn over the course of that fiscal year. For example: a full-time twelve (12) month unit member with one (1) year of service with the college shall be eligible to use twelve (12) paid vacation days as of July 1 (consistent with Article 14, Section 2). Should the unit member not work the full fiscal year then the member shall be responsible for repayment of any vacation leave days used but not accrued in accordance with Article 14, Section 3 of the contract.

Agreed on: ~~May 24, 2007~~ **December 7, 2012**

Ruth Spencer, Vassar College

Frank J. Fauci, Jr., CWA

"Retirement Incentive MOA"

Any unit member with a minimum of 20 years of service with the College whose age plus years of service is at least 75 years with the College as of June 30, 2022 (for example, if the employee is 55 years of age and has 20 years of service with the College, their years of service for the purposes of the incentive equals 75) shall be eligible for a retirement incentive equal to 6 months base salary plus $500 for each year of service beyond 20 years of service.

To be eligible for the retirement incentive, the unit member must:

(a) submit their irrevocable letter of retirement to the Office of Human Resources by no later than December 31, 2022;
(b) retire on or before June 30, 2023;
(c) provide a minimum of 120 calendar days' notice of the effective retirement; and
(d) execute a general release waiving all claims against the College and its officers and employees.

Any unit member who opts for the incentive shall not be eligible for reemployment with the College in a permanent position, but shall be eligible for temporary employment with the College should the need arise.

LOCAL 1120 CWA
Birthplace of PT Phone Home

COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1120, AFL-CIO
157 Van Wagner Road, Poughkeepsie, NY 12603-1043
www.cwa1120.org

James Gescheidle, President
Sean Wiser, Executive Vice President
John V. Zeolla, Jr., Secretary-Treasurer

MEMORANDUM OF AGREEMENT
BETWEEN
VASSAR COLLEGE
AND
COMMUNICATIONS WORKERS OF AMERICA. LOCAL 1120

IT IS HEREBY AGREED by and between Vassar College and the Communications Workers of America, Local 1120, that the following changes to Art 22, OUT OF CLASSIFICATION PAY.

Employees temporarily assigned by their supervisor to train/*cover* for a period of at least one (1) hour of a scheduled work day will receive the following:

- **Training student or other unit member: fifteen percent (15%) increase**
- **Training more than one student: twenty percent (20%) increase**
- ***Covering for a member at higher level: twenty percent (20%) increase***
- **Training/*cover* faculty/supervisor: twenty percent (20%) increase**

Dated: January 19, 2022

VASSAR COLLEGE

Signed: _____

Name: Sarah Bakke

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1120

_____

Carl Bertsche

Office (845) 485-7820
Fax (845) 485-7290
Toll Free (800) CWA-1120
Tape (845) 485-2200

VASSAR | HUMAN RESOURCES

124 Raymond Ave. Box 712
Poughkeepsie, NY 12604-0712

CWA Sick Bank MOA

Vassar College and the Communications Workers of America AFL-CIO CLC are parties to a Collective Bargaining Agreement covering the period of July 1, 2022 through June 30, 2026 (the "Agreement"). The parties desire to amend the Agreement by agreeing to the following terms:

Under the Agreement, Employees who are retirement eligible, per Vassar College plan(s) shall be paid out for up to fifteen (15) days of earned and unused sick days at the time they retire from the College. After an employee is paid out for their unused sick days any remaining earned but unused sick days not to exceed fifteen (15) will be donated to the Sick Bank set up in the Agreement. Upon retirement, earned and unused sick days in excess of 30 days shall have no cash value and shall be void.

If any employee chooses to opt out of the Sick Bank, they must do so by giving notice to Human Resources by June 30 for the upcoming year. If an employee misses the June 30 opt out date they will have to wait until June 30 of the following year to opt out of the Sick Bank. Human Resources can be contacted at Baldwin Hall, 3rd Floor, Vassar College, 124 Raymond Ave, Poughkeepsie, NY or by phone (845) 437-5820 or email: HumanResources@vassar.edu.

After the employee gives notice, Human Resources will provide the employee with a Sick Bank Opt Out form. The employee must sign and return this form in order for the employee to be removed from the Sick Bank.

If any employee opts out of the Sick Bank, they will no longer be eligible to use the Sick Bank and will look solely to their personal sick leave allotment (and state and federal funds) for long-term disability benefits.

In the event an employee chose to opt out of the Sick Bank for the July 2023-2024 period, the College and Union agree to waive the July 1, 2023 cutoff date and will allow the employee to opt out and receive back any days provided that the employee completes the Sick Bank Opt Out form and returns it to Human Resources by March 1, 2024. (Vassar will also remove its matching sick days from the sick leave bank for those returned days.)

Except as specifically amended by this MOA, the Agreement shall continue in full force and effect. This MOA shall not be precedent-setting and may not be introduced by either party as evidence of a practice.

VASSAR COLLEGE

By: _____

Name: Dr. Irene Okwang

Title: Associate Director, Labor Relations

COMMUNICATION WORKERS OF AMERICA AFL-CIO CLC

By: _____ 1/17/24

Name: L. Merry Wells

Title: CWA 1120 Business Agent