

AGREEMENT BETWEEN

VASSAR COLLEGE

AND

*HUDSON VALLEY SAFETY AND SECURITY
OFFICER'S UNION*

February 3, 2019 to June 30, 2022

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PREAMBLE

This is a Labor Agreement made and entered into as of September __, 2019 by and between HUDSON VALLEY SAFETY AND SECURITY OFFICER'S UNION hereinafter referred to as the "UNION" and "VASSAR COLLEGE," Poughkeepsie, NY, hereinafter referred to as the "College."

ARTICLE 1 - PURPOSE AND INTENT

The purpose of this Agreement is to promote and maintain good relations between the College, the Union and the employees represented by the Union, and to make clear the basic provisions upon which such relations depend. It is the intent of both the College and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent, as well as to adjust, misunderstandings or grievances relating to employment. Both the College and the Union believe in and accept collective bargaining as a means of carrying out the purpose and intent of this Agreement.

ARTICLE 2 - NLRB RECOGNITION CLAUSE

The unit shall consist of all full-time and regular part-time security officers employed by the College at its 124 Raymond Avenue, Poughkeepsie, New York location, excluding all office clerical employees, professional employees and supervisors as defined in the Act, and all other employees.

ARTICLE 3 - UNION MEMBERSHIP

- (a) All employees of the College who were Union members on the date of ratification of this Agreement, or who enter the employment of the College after that date, with the exceptions noted in Article 2, shall maintain their membership in the Union for the duration of this contract as a condition of their employment by the College.
- (b) All new employees of the College with the exceptions noted in Article 2, shall be required to join the Union after thirty-one (31) days of employment and to maintain their membership in the Union for the duration of this contract as a condition of employment by the College. The College shall report to the Union on a monthly basis the status of any employee hired who is doing bargaining unit work.
- (c) The College agrees to deduct bi-weekly Union dues from the first paycheck in each month of each employee whose membership in the Union has been certified to the College by the Union and who has filed with the College an individual authorization for such deduction from wages. The deduction shall in each instance be of such an amount of monthly dues as is certified from time to time by this Union. The individual authorizations shall be irrevocable for the duration of this Agreement. All monies so deducted by the College shall be transmitted to a person designated by the Union before the tenth (10th) day following that in which such deductions are made. The Chapter Chairperson of the Union shall furnish the College with a certificate showing the name and address of the duly authorized official of the Union to whom such money shall be transmitted.

ARTICLE 4 - MANAGEMENT RIGHTS

Except to the extent expressly abridged by the specific articles and sections of this Agreement, the Employer reserves, retains and possesses, solely and exclusively, all the inherent rights and authority to manage and operate its facilities and programs. Such rights shall be exercised in a manner which is not inconsistent with this Agreement. The sole and exclusive rights and authority of the Employer include specifically, but are not limited to, the making of rules to assure orderly operations and effective work, the mandating of overtime, the implementation of a timekeeping mechanism, the installation and removal of equipment, requiring that unit members utilize assigned equipment such as safety vests and body-worn cameras, subcontracting work to supplement the workforce, the scheduling of work, the determination of what duties will be performed and of employee competency, the hiring, transfer, promotion, demotion, layoff or discharge of non-probationary employees for cause, and the right to discuss terms and conditions of employment directly with employees and to inform them directly concerning employment matters, and the right to continue the assignment of overtime as needed.

Failure of the College to exercise any function hereby reserved to it, or its exercising any such function in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the College from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5 - DEFINITIONS

Section 1 Full-Time. The term "Full-Time" employee as used in this Agreement shall mean any employee covered by this Agreement who is regularly scheduled to work at least forty (40) hours a week.

Section 2 Part-Time. The term "Part-Time" employee as used in this Agreement shall mean any employee covered by this Agreement who is regularly scheduled to work more than twenty (20) hours but less than forty (40) hours a week.

Section 3 On-Call Officers. The term "On-Call Officers" as used in this Agreement shall mean any employee hired by the College for work which is temporary. On-Call Officers shall not be entitled to any fringe benefits, unless the On-Call officer is regularly scheduled to work at least thirty (30) hours week and a minimum of 1,000 hour per year.

ARTICLE 6 - NON DISCRIMINATION

It is the policy of Vassar College to provide a working environment free from discrimination or harassment. In accordance with state and federal law, discrimination or harassment based on race, color, religious belief, sex, marital status, disability, sexual orientation, gender identity or expression, national or ethnic origin, veteran status or age is not permissible. Additionally, should state or federal law be enacted which prohibits discrimination or harassment based upon a group's protected status not listed in the above categories, this Article will be deemed amended to afford protection to such groups. A unit member may pursue a grievance under this Article, or alternatively, under the College's Non-Discrimination Policy but under no circumstances may a member pursue a grievance under both.

ARTICLE 7 - GRIEVANCES, CONCILIATION AND ARBITRATION

(a) The term "grievance" shall mean a complaint by an employee or the Union concerning the interpretation or application of a specific provision of this Agreement, except for those provisions which are expressly precluded from coverage of the grievance procedure. A grievance must be presented to the College in writing in accordance with the time limits established in this Article. The written grievance must include the known facts, the provision of the Agreement allegedly violated, the remedy sought and the date the alleged violation occurred. A grievance must be signed by both the aggrieved employee as well as the Union in order for it to be processed under this Article.

A failure to respond within the time frames of the grievance process shall be considered an automatic denial.

(b) All claims that this Agreement has been violated shall be handled in accordance with the following procedure:

FIRST STEP: Within ten (10) calendar days immediately following the occurrence of the event giving rise to the grievance, the matter will be discussed orally between a Union steward/Business Agent selected by the Union to represent the employee, the aggrieved employee and the employee's immediate supervisor.

SECOND STEP: If the grievance is not adjusted in the First Step within five (5) calendar days, the Union steward officer selected by the Union and the aggrieved employee may take the matter up directly with the employee's appropriate department head. In no event shall a grievance be filed at Step Two more than fifteen (15) calendar days from the filing of the First Step grievance. The Union shall reduce the grievance to writing, sign the grievance and submit it to the department head on the form annexed hereto as Appendix "B".

THIRD STEP: If the grievance is not adjusted in the Second Step within five (5) calendar days of the decision of the department head, the matter shall be disposed of as follows:

The Union shall present to the Office of Human Resources of the College a written request for a conference for the purpose of discussing and settling the alleged grievance, and such written request shall state in detail the nature of the grievance. The conference shall be arranged by the Office of Human Resources with the President of the Union or his or her duly authorized agent and shall be held within fifteen (15) calendar days following receipt of the written request for a conference. The Office of Human Resources will present a written answer to the grievance within seven (7) calendar days immediately following the conference.

FOURTH STEP: A grievance which is not adjusted in the third step to the satisfaction of the Union may be submitted to arbitration by the Union, but only in accordance with all of the following terms and conditions:

- (1) The submission of written demand for arbitration must be made in writing by certified mail, with a copy to Human Resources, postmarked within five (5) calendar days immediately following the receipt by the grievant 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 Three. The arbitrator shall be selected in the order of appearance on the following rotating list of arbitrators:

Jay Siegel
Ira Lobel
Thomas Rinaldo

If the arbitrator is not available within a reasonable period of time, the parties shall go to the next person on the list.

- (2) The jurisdiction and authority of the arbitrator of the grievance, and his or her opinion and award shall be confined exclusively to the interpretation of the provision or provisions of this Agreement at issue between the Union and The Employer. The arbitrator shall be limited to deciding whether the action which is the subject of the grievance, in fact, violated a provision of this Agreement. The Arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement, or to hear the merits of any grievance which was not timely processed by the employee and/or Union or which does not qualify as a grievance subject to the arbitration provision that is set forth in Section 1 a of this Article. The decision shall be final and binding upon the employer, the Union, and the employees, except as otherwise provided in this agreement or under law.
- (3) The cost of the arbitrator's service will be borne equally by the College and the Union.
- (4) If the grievance is not appealed to arbitration as provided in this Section within the timeline outline above, the grievance shall be considered barred and forever waived, and the last written answer of the College shall be final and binding on the aggrieved employee, the Union and the College.

ARTICLE 8 - UNION REPRESENTATION FOR GRIEVANCES & DISCIPLINE

1. Employees will not be required to meet with Management in cases involving grievances or disciplinary infractions, unless such infraction would constitute a crime if committed, without a Union Representative of the employee's choice present, provided the representative is available within a 24 hour period. The College also agrees that any member of the Union selected as an Officer or Steward shall be allowed reasonable time off with prior approval for the performance of such duties without loss of seniority rights.
2. An employee representing the Union in the discussion of grievances with the representatives of the College or representing an employee during disciplinary investigation will be paid for time lost from work during such discussions or investigations provided such time lost is during the regular working hours of said employee or employees. The Chair of the Union shall be allowed the opportunity to meet with new members within thirty (30) work days of hire, provided such meeting does not exceed thirty (30) minutes in length, and the Chair obtains prior approval from his/her supervisor. Both the Chair of the Union and the new member shall be provided with paid release time to hold such meeting.

ARTICLE 9- STRIKES AND LOCKOUTS

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.

ARTICLE 10 – EMPLOYMENT

Section 1.

- (a) Full time employees shall serve a probationary period of one (1) year of regular full-time service. Part-time employees shall serve a probationary period of two (2) years of regular part-time service.
- (b) Substitute work, on-call work, and temp work shall not count toward time worked for purposes of any probationary period. Except an employee who fills a vacancy, regardless of how the position is classified, shall have such service, not to exceed a period of six (6) months, count towards the probationary period, provided such service is in a single assignment and immediately precedes the employee's appointment to either a regular full-time or regular part-time position.
- (c) During the probationary period, the College is free to discipline or terminate the employment of any such person without notice or warning or reference to the grievance provision of this Agreement. After the completion of the probationary period, disciplinary action must be taken for cause.

Section 2.

All leave benefits will begin after completion of six (6) working months in the same classification. Sick leave, personal leave and vacation time will be accrued retroactively to the initial day of employment of six working months.

Section 3.

Health insurance coverage shall begin on the first day of the month following the commencement of employment.

Section 4.

A unit member who is required to maintain a certification or license (including but not limited to New York State Security Guard License, driver's license, AED certification, and CPR certification) to hold his/her position with the College, and whose license or certification lapses, shall be afforded one period of unpaid leave during his or her career with the College, not to exceed thirty (30) calendar days, in order to obtain the necessary license or certification. If the unit member fails to obtain the necessary license or certification within thirty days, he or she shall be terminated and shall not be entitled to grieve the termination.

Section 5.

The College will notify the Union promptly of pending discipline and/or termination of unit members. The employee may request that the details of the discipline be withheld.

ARTICLE 11 - HOURS AND WORKING CONDITIONS

Section I.

- (a) Regular full-time employees covered under this Agreement shall normally work a forty (40) hour week, five (5) day work schedule which may include Saturdays and Sundays. Each regular full-time employee on the B or C shift will have (2) consecutive days off in seven (7) consecutive days. Each regular full-time employee on the A shift and floaters will have two (2) days off each seven (7) days. Time and one-half (1½) will be paid for all hours worked in excess of forty (40) hours per week. The Director of Security, or his/her designee, will establish a part-time employee's scheduled days and hours of work.
- (b) If any regular full-time employee is temporarily assigned in an acting supervisory capacity, the individual's classification shall not be changed. The Lead Officer positions will not hire, fire, discipline or recommend discipline, for employees for whom they give direction.
- (c) All regular full-time employees shall be paid at one and one half (1½) times their regular rate, if required by the college, to work on their regular day off.
- (d) The regular workweek shall be Sunday through Saturday with a bi-weekly pay period. All employees shall be paid on the Friday following the end of each bi-weekly pay period.

- (e) Schedules will be changed only to meet the operating needs of the College. The College will notify the Union of a proposed schedule change that is less than thirty days in duration at least one week in advance of the effective date of the proposed schedule change. The College will notify the Union of a proposed schedule change that is more than thirty days in duration at least four weeks in advance of the effective date of the proposed schedule change. Schedule changes will be done in order of seniority.
- (f) Regular full-time employees who work seven (7) consecutive days shall be paid double time for hours worked on the seventh day.

Section 2.

The number of hours worked in a day or night shift shall be worked continuously with the exception of meal periods, except if mutually agreed to between the employee and the College.

Section 3.

Regular full-time employees shall have a lunch period of not less than thirty (30) minutes each shift, but should still be available for calls.

Section 4.

If a regular full-time employee is called back for duty outside of his/her regular work hours, he/she shall be paid in accordance with the provisions of the contract, but in no instance shall he/she receive less than four (4) hours pay at the straight time rate. To be eligible for call back pay: (a) the employee must be mandated to work the additional hours; and (b) the call back shift (or partial shift) must not be contiguous to the employee's regularly scheduled shift. This provision does not apply to any call back for training, which is addressed below.

If an employee reports to work to attend training on a day when he/she is not scheduled to work, he/she shall be paid for a minimum of four (4) hours for attending such training. If there is a gap of one hour or more between the end of an employee's shift and the start of the training, or the end of the training and the start of an employee's shift, the employee shall be paid for a minimum of three (3) hours for attending such training. If there is less than a one hour gap between the start or end of an employee's shift and the start or end of training, the unit member shall only be paid for the time spent attending the training.

Section 5.

An officer mandated to back-to-back shifts shall have the option of selecting his or her job assignment from the available assignments, provided however, such provision shall not apply in emergency situations, or when a specific assignment requires a specific gender (e.g. female officer assigned to enter female locker room), or if an assignment requires a specific qualification which the officer does not possess (e.g. CRC assignment). The officer that is required to swap his or her assignment with the mandated officer shall not be permitted to challenge the change in assignment.

ARTICLE 12 – SENIORITY

Section 1.

- (a) The College recognizes the seniority principle with respect to employees covered by this agreement. For the purposes of transfer, vacation time, and work schedule, seniority will be considered. The College will give preference to the employees having the greatest length of service in that order where applicable provided that the College may give reasonable consideration to the qualifications of employees, including ability, training, skill, competency and other relevant qualities for particular purposes. When skill and ability are relatively equal, then seniority in the prescribed order shall apply. The College shall be the sole judge of an individual's skill and ability. Any disagreement with the judgment may be treated as a grievance and handled in accordance with Article 7, of this Agreement.
- (b) Layoffs shall be done according to inverse seniority, except officers who are certified as CRC's may be given preference in a layoff situation. CRC officers will be laid off according to inverse seniority within the group of CRC officers. For the purpose of layoff and rehiring, seniority for full-time employees will be determined by the individual hiring date. Unit members who are laid off shall be placed on a recall list for a six-month period and shall be recalled in seniority order provided that they meet the qualifications for the vacancy. For example, a security officer who is not trained as a CRC has no rights to be recalled to a vacancy that requires CRC training. All members shall be afforded the opportunity to be certified as a CRC officer.

CRC officers are those officers that are regularly assigned to duty in the Campus Response Center and have successfully completed all mandated training. The Officers are responsible for all tasks in the center which include but are not limited to the following tasks: answering all calls for service and dispatching the appropriate departments; implementation of emergency operations plan; alarm monitoring; card access; notification to various off campus agencies, i.e. police and fire department; contacting the administrator on call, counselor on call; CARES protocol; SAVP (Sexual Assault Violence Prevention program); trespass list documentation; key listing and sign out. CRC officers must be competent with all computer programs utilized in the CRC, have the ability to maintain accurate logs, fill out all appropriate paperwork and perform other duties as assigned by their supervisor.

- (c) The mailing by certified mail, with return receipt of a written notice by the College to an employee at the latest address as shown on the College records, shall constitute "recall" by the College. The time of three (3) calendar days and five (5) calendar days shall begin on the day of receiving the certified mail as evidenced by the return receipt. It will be the responsibility of each employee to keep the College informed as to his/her proper address.
- (d) A separate seniority list for regular full-time employees and regular part-time employees shall be maintained by the College and made available to the Union upon request.
- (e) The College agrees that loss of time due to sickness or accident shall not be construed to impair the seniority rights of the employees involved.

- (f) Seniority rights shall terminate if any employee:
- i. quits or retires;
 - ii. is discharged for cause;
 - iii. fails to return to work from an approved leave of absence;
 - iv. fails to give notice of acceptance of recall within three (3) calendar days and to report for work within five (5) calendar days after notice or recall by the College, unless such failure is due to illness of the employee evidenced by a doctor's certificate;
 - v. is absent for four (4) consecutive working days without notifying the College, unless due to an illness of the full-time employee which is evidenced by medical verification which prevents the employee from notifying the employer of his or her absence.
- (g) When two or more unit members are tied for seniority purposes, the College shall determine seniority in accordance with each unit member's month and day of birth. For example, if there are three unit members tied for seniority and the first unit member's birthday is September 15th, the second unit member's birthday is March 31st, and the third unit member's birthday is December 1st, for purposes of determining seniority unit member two with the birthday of March 31st would be considered most senior, unit member one with the birthday of September 15th would be the second most senior, and unit member three with the birthday of December 1st would be the least senior among the three. In the event that unit members who are tied for seniority have the same birthday, a coin flip shall be used to break the tie.

Section 2.

- (a) The College shall have the sole discretion to determine whether there is a need for overtime, i.e. additional hours, to be worked.
- (b) Unscheduled overtime opportunities for which the College has less than 3 days' notice shall be distributed on a rotating basis in accordance with seniority, provided the officer is qualified for the assignment. Such overtime shall first be offered to all qualified full-time employees and then to all regular part-time employees prior to other on-call officers.
- (c) Special event overtime shall be offered on a first come-first served basis with seniority settling any disputes.
- (d) For the first three (3) incidents during a fiscal year that supervisors (as a group) inadvertently skip over unit members in the bargaining unit for overtime opportunities, each affected unit member shall be offered the next available overtime opportunity that is equal to or greater than the number of hours that were offered in the missed opportunity. For any incident beyond three (3) in the bargaining unit during a fiscal year that supervisors (as a group) inadvertently skip over unit member(s) in the bargaining unit, the unit member(s) who is inadvertently skipped on the fourth (4th) occasion and beyond in a fiscal year shall be paid his/her overtime rate pursuant to this article for the number of hours that were offered in the missed overtime opportunity.

Section 3.

If an officer separates from service and is rehired by the College within six months, the officer will return with his/her seniority and hourly rate earned prior to his/her separation.

ARTICLE 13 - EVALUATIONS AND OBSERVATIONS

A. The performance review process provides the employee and his/her supervisor the opportunity to review an employee's performance on key competencies and specific job skills. During this review, each party will have the opportunity to discuss the performance during the evaluation period and areas to develop in the upcoming year.

B. All unit members will be evaluated. The evaluation shall be conducted by his/her supervisor or his/her designee, through a performance review process which may include announced and/or unannounced observations.

C. The evaluator and the unit member shall review and sign the written evaluation at the time of the conference to acknowledge that they have reviewed it. In the event a unit member refuses to sign the evaluation or attend the conference mentioned above, such refusal may be noted on the evaluation, but the evaluation shall still be placed in the file.

D. Unit members shall have the right to file a response to the formal evaluation within twenty (20) calendar days of receipt. Evaluations and response, if any, will be maintained in the personnel file.

E. Employees shall be provided with a copy of all evaluation reports.

F. Probationary employees will be evaluated by the immediate supervisor at least once every six months. A regular full time employee shall be evaluated at least once annually.

ARTICLE 14 - WAGES

Section 1. Wages

- Effective July 1, 2019:
 - The starting rate shall be \$18.50 per hour. The starting rate shall be frozen for the duration of the contract.
 - Employees who are making less than the starting rate, shall have their salary adjusted to the \$18.50 per hour starting rate, or have their salary increased by 2.5%, whichever is greater.
 - All other employees shall have their salary increased by 2.5%
- Effective July 1, 2020, employees shall receive a 2.75% wage increase.

- Effective July 1, 2021, employees shall receive a 3% wage increase.

Retroactive pay shall only be given to unit members working for the College on September 5, 2019.

Section 2. Shift Premium

- (a) The shift premium for all regular full-time employees shall be \$0.75 per hour worked on the second shift (3:00 p.m. to 11:00 p.m.) and \$1.00 per hour worked on the third shift (11:00 p.m. to 7:00 a.m.).
- (b) Regular full-time employees shall be paid for the actual time worked at regular or overtime rates (or extra compensation for actual time worked on second or third shift) in accordance with Articles 11 and 14 of this Agreement.
- (c) Officers assigned to the Campus Response Center shall be paid a \$1.00 per hour shift premium for each hour worked as the Campus Response Center officer.
- (d) Shift premium for officers assigned to train another officer shall be \$1.00 per hour for all hours so engaged.

Section 3. Officer in Charge

The Officer assigned to the duties of Officer in Charge (acting Sergeant) for a specified time by a Security Administrator shall receive an additional \$1.00 per hour for the hours assigned as Officer in Charge.

Section 4. Longevity

On the employee's anniversary date at the start of the fifteenth year of unit service, an employee shall receive a longevity payment of \$0.50, which shall be added to his/her base hourly rate. Any employee with more than fourteen years of service as of September 5, 2019, shall receive such payment effective as of September 5, 2019.

ARTICLE 15 – VACATIONS

Section 1.

All regular full-time employees shall receive a vacation with pay upon the completion of six (6) months of employment.

Section 2.

Vacation pay shall be based upon a standard workweek of forty (40) hours and at the rate of pay that is in effect during the period in which the vacation is taken. All regular full-time employees may select vacation periods at any time during the year after they have been earned, but the College shall

be the judge as to whether work requirements permit exercise of choice by the regular full-time employee.

Section 3.

There will be limited vacation scheduling during peak periods, but the College will consider extenuating circumstances. Peak periods include but are not limited to, Founder's Day, Reunion, Inauguration, Halloween on Campus Event, Special Olympics, and Freshman move-in day (even if on Labor Day). Commencement shall be a black out day, where no vacation scheduling will be permitted.

Section 4.

Regular full-time employees shall be given a choice of vacation on the basis of seniority by job classification, providing such choices shall be consistent with work requirements.

Section 5.

Regular full-time employees shall be entitled to take their vacation periods on a consecutive weekly basis when such scheduling does not interfere with the normal efficient operation of the department.

Section 6.

Regular-full time employees who are eligible for fifteen or more days of vacation per year must submit at least one week (five days) of that time in a block by no later than May 1st for the period of July through December, and by no later than November 1st for the period of January through June. Regular full-time employees who are eligible for twenty or more days of vacation per year must submit at least two weeks (10 days) of that time in a block no later than May 1st for the period of July through December, and by no later than November 1st for the period of January through June. The weeks need not be consecutive. Non-block vacation requests shall be made at least three (3) calendar days in advance of the requested time off.

Section 7.

Regular full-time employees shall receive their vacation pay in advance on the day preceding the vacation period, provided he/she has given sufficient notice. Except for block vacations, any regular full-time employee who submits a written request for vacation should expect to receive a response (approved or denied) within ten (10) calendar days of receipt of this request by their supervisor.

Section 8.

Regular full-time employees shall be entitled to vacation each year with pay as follows:

CONTINUOUS SERVICE
PRIOR TO JULY 1st

PAID VACATION DAYS

6 Months to end of 1st year

5 days

Start of 2 nd Year to end of 3 rd year	10 days
Start of 4 th Year to end of 9 th year	15 days
Start of 10 th Year to end of 19 th year	20 days
Start of 20 th year	22 days

A unit member who commences employment after January 1st but prior to July 1st shall have his or her vacation pro-rated effective July 1st of his/her first year of employment. For example, a regular full-time employee hired on March 1, 2019 would be entitled to 2/3rds of the 5-day vacation allotment, i.e. approximately 26.7 hours, on July 1, 2019. On July 1, 2020, the regular full-time employee shall be entitled to his/her next vacation allotment based upon the allotment schedule above.

Part-time employees shall receive pro-rated vacation leave after four years of service. Absent extenuating circumstances, part-time employees may only use vacation leave during the non-academic year.

Section 9.

All regular full-time employees may carry over up to ten (10) vacation days into the next year. However, the maximum accumulation of vacation days shall be the annual allotment plus ten (10) days.

Section 10.

All regular full-time employees are entitled to payout of accrued (earned) vacation on a pro rata basis upon termination of employment subject to the following conditions:

- (a) Resignation of employee with two (2) weeks notice to the College.
- (b) Permanent layoff, but under no circumstances discharge for cause.
- (c) There shall be no accrued vacation pay for any employment of six (6) months or less.

Section 11.

All regular full-time employees who are fully vested and eligible to begin receiving retirement benefits immediately as defined in the summary plan description, in addition shall be eligible to receive terminal vacation pay computed on the basis of 50% of the vacation earned during the College year ending June 30th, prior to retirement to a maximum of twelve (12) working days. Terminal vacation pay will be made following the payroll period after documentation for final accounting is submitted to payroll. The vacation period agreed upon will follow the last date of actual active employment.

Section 12.

Vacation selection shall take place twice every 12 months. The first selection shall be May 1st for vacation taken during the period of July through December, and the second selection shall be November 1st for vacation taken during the period of January through June.

ARTICLE 16 - HOLIDAYS

Section 1.

The College observes thirteen holidays each fiscal year. The following 9 holidays are usually observed on the day on which they fall:

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

A recognized holiday that falls on a Saturday will usually be observed on the preceding Friday. A recognized holiday that falls on a Sunday will usually be observed on the following Monday.

In addition to the recognized holidays listed above, the College calendar contains four holidays each fiscal year: Lincoln's Birthday, Washington's Birthday, Martin Luther King Day, and Veterans' Day. The College will announce, each year, the designation of these days based upon the operating needs of the College.

Section 2.

Due to the nature of the College calendar, some College departments may be required to be open on some holidays and security officers may therefore be required to work. In such case, announcements will be made regarding the need for such openings. All regular full-time employees required to work on holidays shall receive time and one-half for time worked plus holiday pay (i.e. 2.5 times pay).

Section 3.

Officers are eligible for holiday pay provided that they work on their regularly scheduled work day (including any advanced scheduled overtime) before and after a holiday or holiday period, unless otherwise excused or the employee provides a legitimate verifiable excuse. Employees that are absent due to Workers' Compensation or Disability are not entitled to holiday pay.

Section 4.

Employees are not typically eligible for holidays until after the completion of six (6) months of employment. Eligibility for the floating holidays depends upon when the holiday is celebrated. For example, if a floating holiday occurs in January and is celebrated in December, an employee shall be eligible if hired in January as the holiday is not celebrated until December.

Section 5.

A regular full-time employee's birthday shall be considered as a floating holiday for the individual employee after the achievement of regular status. It shall be selected by the individual at a time mutually agreeable to the employee and the employee's supervisor within the six (6) months following the birthday.

ARTICLE 17 - SICK LEAVE

Section 1.

For regular full-time employees only:

Sick leave will accrue on the basis of four (4) hours for each one hundred and four (104) hours of work, exclusive of sick time, on the basis of the regular full-time employees' normal work schedule, to a maximum accrual of 750 hours.

Section 2.

For regular part-time employees only:

- i. A regular part-time employee will be credited with four hours of paid sick leave for each 346.67 hours paid, exclusive of sick time, to a maximum of sixteen (16) hours of paid sick leave per fiscal year (July 1 through June 30).
- ii. A newly hired regular part-time employee will not begin accruing sick leave credits prior to completing the probationary period and such employee may not take paid sick leave until it has been credited.
- iii. Sick leave credits may not be used in increments of less than thirty minutes. The College may require a regular part-time employee to provide medical verification of the absence.
- iv. Sick leave credits may be accumulated to a maximum of sixteen (16) hours and any excess over sixteen (16) hours will not be credited.
- v. A regular part-time employee who leaves employment for any reason will not receive payment for unused sick leave credits.

Section 3.

Sick leave will be accrued retroactively to the initial day of employment after the employee has completed six (6) working months of service with the College. Regular full-time employees are eligible to receive paid sick leave only after such leave has been accrued.

Section 4.

The sick leave plan is modified to include supplementary benefits to conform with the provisions of the New York State Disability Benefits Law. An employee's sick leave accumulation will be reduced only by the hours of sick leave paid for by the College.

Section 5.

All regular full-time employees shall receive a one-time payment of \$350 for each six (6) calendar month period (July 1-December 31 and January 1-June 30) in which there is no claimed sick leave or unexcused absence.

Section 6.

All regular full-time employees, upon retirement, shall receive payment of fifty percent (50%) of his/her accumulated unused sick leave to which he/she was entitled during the last year of service not to exceed 375 hours. In addition, any regular full-time employee who has not used any sick time in the last five (5) years preceding his or her retirement will receive a bonus of one (1) extra week (40 hours) of pay. Furthermore, any regular full-time employee with 20 years of service or more, upon leaving the College (except for cause), shall receive a payment of 50% of his/her accumulated unused sick leave, not to exceed 375 hours.

Section 7.

The College may request a doctor's note for any absence of three (3) or more consecutive working days. Employees are required to call in at least two (2) hours prior to their work shift each day of absence to notify the on duty supervisor.

Section 8.

Regular full-time employees may use up to twenty-four (24) hours of sick leave in two (2) hour increments for medical or dental appointments with three (3) days notice. If possible, the regular full-time employee will make every effort to schedule these appointments at the beginning or ending of their shift.

Section 9.

In the event of an emergency medical situation (e.g. cancer) in which a bargaining unit employee has exhausted his/her leave accruals, members of the bargaining unit can elect to transfer up to 100 hours of their accrued sick time to the affected individual (the aggregate number of transferred hours cannot exceed 750 hours). The College retains final approval regarding the transfer of sick time under this arrangement.

All transfer requests must be in writing to the Associate Vice President of Human Resources identifying from whom and to whom the transfer is being made.

A donating member may not revoke or retain his/her donation once the request has been received by

Human Resources and donated days are forfeited by the donating party upon receipt of the days by Human Resources. Additionally, donated days have no cash value upon retirement.

Section 10.

Bargaining unit employees may use sick leave for the care of a sick dependent family member. 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.

ARTICLE 18 - BEREAVEMENT PAY

The College agrees that any regular full-time employee, after completion of the probationary period, who loses working time due to death in the immediate family will be paid five (5) days of his/her normal work schedule for the time lost from work due to such death, provided such days are taken immediately after the death. Members of the employee's immediate family are mother, father, husband, wife, son, daughter, brother, sister, grandparents, grandchild, domestic partner and legal guardian.

In addition, the College agrees that a regular full-time employee will be paid three (3) days of his/her normal work schedule for time lost from work due to the death of a brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, stepchild(ren), stepparent(s) or daughter-in-law provided such days are taken immediately following the death.

If a regular full-time employee requests further time off in this connection, he/she may be granted one (1) additional week without pay. Except for unusual situations, the maximum for such additional time off will be one (1) week. The regular full-time employee may if he/she desires, request the department head to recommend that the Office of Human Resource of the College authorize this additional time off to be charged against his/her earned vacation time.

ARTICLE 19 - OTHER LEAVES OF ABSENCE

Section 1. Personal Leave

- (a) Employees will be eligible for personal leave days only after they have completed six working months of employment with the College. Personal leave benefits will be accrued retroactively to the initial day of employment after completion of the three month period.
- (b) During any fiscal year (July 1st through the succeeding June 30th), each regular full-time employee will be allowed up to three (3) days personal leave of absence with pay, at his or her regular hourly rate. Regular full-time employees shall accrue personal leave at the rate of one-quarter (1/4) day per full month of employment to a maximum of three (3) personal days per fiscal year. Part-time employees regularly scheduled to work at least twenty (20) hours each week and a maximum of eight hundred (800) hours per year shall earn personal leave on a pro-rata basis. Personal leave shall be used for the conduct of personal business requiring an employee's absence from the job. Personal leave shall be limited to one (1) day at any one time except in unusual circumstances and will not be related to sick leave, holiday time or

termination of employment.

- (c) Personal leave days may be taken in two (2) hour increments.
- (d) Employees shall request such leave of absence from the department head at least three (3) days in advance. If, due to a shortage of personnel, or other reasons involving job requirements, the College is unable to give such leave of absence at the time requested, another day shall be substituted on a mutually agreeable basis. However, the approval of such requests shall not be unreasonably withheld.
- (e) Up to two days may be used as Emergency Personal Time. Emergency Personal Time requests made less than three (3) days in advance shall not be unreasonably denied.

Section 2. Jury Duty

All regular full-time employees who serve as jurors shall be given time at their regular rate of pay for such jury duty service. This provision shall also apply to 2nd and 3rd shift employees who are unable to work their normal shift due to jury duty. The College may ask for proof of service and the regular full-time employee will notify the College when the employee receives such service note. The regular full-time employee shall submit the pay voucher to the College upon its receipt. The regular full-time employee shall not be required to repay the mileage portion of the voucher.

Section 3. Military Service

Employees shall be granted reinstatement upon timely application to the College to the fullest extent of the state and federal laws. Employees ordered to take part in annual military reserve shall be granted time for such leave. Prior notice must be given along with proof of service.

Section 4. FMLA Leave

Family Medical Leave Act benefits shall be afforded to unit members in accordance with federal law. Sick leave and FMLA leave benefits shall run concurrently. Employees who require leave beyond that which is allowed under the FMLA may request such an extension of leave through the Office of Human Resources. However, in no event shall the leave, including FMLA, exceed a period of one year. The granting of such extension shall be at the discretion of the College and must be approved by the Director of Security and the Office of Human Resources. The denial of leave beyond the FMLA shall not be subject to the grievance procedure.

Section 5. Unpaid Leaves

The College and the Union agree that there are circumstances which require employees to take a leave of absence without pay. Employees may request a leave after completion of the probationary period. Leave may be taken for reasons like educational pursuits, childcare, etc. The College will review these requests in light of the employee's length of service and the operational needs of the Safety and Security Department. In the event a leave request is denied, the Union may grieve such denial through Step 3 of the grievance procedure. Denials are not subject to arbitration.

ARTICLE 20 - SEVERANCE PAY FOR LAYOFFS

Any regular full-time employee whose employment is permanently and involuntarily terminated for lack of work (other than normal temporary seasonal lay-off) shall be eligible for consideration for severance pay. Severance pay of one (1) week for each year of service to a maximum of fifteen (15) years will be granted to those regular full-time employees who have been continuously employed by the College for three (3) or more years. The term "lack of work" does not include terminations caused by:

1. Voluntary Resignations.
2. Discharge for cause.
3. Refusal to take another job with the College at the same or comparable rate of pay.
4. Failure to return to work after an approved leave of absence.
5. Termination created by acts of God, war or civil insurrection.
6. Retirement.

ARTICLE 21 - GROUP INSURANCE PROGRAMS

Section 1 - Full-Time Employees

Unit member who are regularly scheduled to work thirty (30) hours or more per week, for a minimum of 1,000 hours per year, and their dependents shall be eligible for health insurance coverage through the College. The College will contribute toward the cost of the premiums for unit members hired prior to September 5, 2019 as follows:

Effective January 1, 2015:	85% toward individual coverage
	80% toward family coverage

The College shall contribute 75% towards the cost of individual or family health insurance coverage for eligible unit members hired on or after September 5, 2019.

The College reserves the right to change health insurance plans so long as comparable coverage is provided.

Section 2 – Health Insurance Buyout

Unit members who are otherwise insured may voluntarily opt out of the College’s health insurance program and receive a payment of \$450 for the year. Eligibility for participation in the buy-out requires submission of the Vassar College Cash-Out Form and proof of alternate coverage by no later than April 1st of the preceding fiscal year. The buyout payment shall increase to \$500 effective July 1, 2020, and to \$550 effective July 1, 2021.

Re-entry into the District's health insurance program shall be limited to persons who have lost alternative coverage and shall be allowed at any time, subject only to the waiting period, if any, or the health insurance program's rules and regulations. Upon re-entry, the unit member must refund the pro-rated amount of the buy-out paid for the remaining months of the applicable year.

Section 3 - Flexible Spending Accounts

Employees may participate in the Flexible Spending Accounts (FSA) operated by the College through the Benefits Office.

Section 4 – Dependent Care Spending Account

Unit members may participate in the Dependent Care Spending Account operated by the College through the Benefits Office, subject to any plan restrictions.

Section 5 – Accidental Death & Dismemberment Insurance

The College shall provide all full time unit members working at least 1,000 hours per year with accidental death & dismemberment insurance after the completion of three (3) months of employment with the College. However, if a unit member received accidental death & dismemberment insurance through another employer within three (3) months prior to beginning employment with the College, that unit member will be eligible for such coverage with the College after one (1) month of employment. The coverage shall be \$50,000. The College shall be responsible for the cost of the premiums.

Section 6 – Life Insurance

The College shall provide all full time unit members working at least 1,000 hours per year with term life insurance after the completion of three (3) months of employment with the College. However, if a unit member received life insurance through another employer within three (3) months prior to beginning employment with the College, that unit member will be eligible for life insurance coverage with the College after one (1) month of employment. The coverage shall be \$50,000. The College shall be responsible for the cost of the premiums.

Section 7 – Supplementary Coverage

The College shall offer to an employee eligible for insurance under sections 5 and 6 of this article, additional Accidental Death & Dismemberment Insurance and Life Insurance coverage at cost, provided the plan allows it and subject to the provisions of the plan.

ARTICLE 22 – VASSAR RETIREMENT ACCOUNT

The College shall contribute an amount equal to eleven percent (11%) of a full-time unit member's regular earnings to a retirement account. Contributions shall begin on the first of the month after two years of service. Employees are fully vested once the College contributions begin.

Upon employment with the College, unit members may elect to participate in a tax deferred Supplemental Retirement Account. SRA investments options shall be available to unit members to the same extent they are available to other College employees.

ARTICLE 23 – DIRECT DEPOSIT

Direct deposit shall be available at the employee's option. If an employee elects direct deposit, the employee shall give written notice authorizing payment. The Employer shall in good faith make an effort to ensure that deposits are made in a timely manner.

ARTICLE 24 – INCLEMENT WEATHER

The College shall be responsible for announcing delayed opening or early closing or full day closing due to inclement weather. All officers designated by the College to be "essential" are required to report to work as assigned. All employees must report to work and work their full shift to receive weather emergency pay. Employees who work during a weather emergency shall be paid at double time their regular rate of pay for all hours worked during the declared weather emergency or period of the declared weather delay.

ARTICLE 25 - GENERAL ITEMS

Section 1. Bulletin Boards

The Union shall have the privilege of posting notices on the bulletin board in the squad room at Security Headquarters. The College shall provide copies of job postings to the Union Chief Steward.

Section 2. Uniforms

The College shall provide new full-time unit members with five (5) long sleeve shirts, five (5) short sleeve shirts, five (5) pairs of summer slacks, five (5) pairs of winter slacks, two (2) pairs of shorts, one (1) winter jacket, one (1) light jacket, one (1) belt, one (1) badge holder, one (1) glove pouch, one (1) rain jacket, and one (1) pair of shoes. Thereafter, full-time unit members are responsible to replace all uniform items, with the exception of winter jackets, at their own expense. The College shall provide each full-time unit member with a credit of \$350 to be spent at a designated outside vendor for ordering replacement uniforms and equipment.

The College shall provide new part-time unit members with two (2) long sleeve shirts, two (2) short sleeve shirts, two (2) pairs of summer slacks, two (2) pairs of winter slacks, one (1) pair of shorts, one (1) winter jacket, one (1) light jacket, one (1) belt, one (1) badge holder, one (1) glove pouch, one (1) rain jacket, and one (1) pair of shoes. Thereafter, part-time unit members are responsible to replace all uniform items, with the exception of winter jackets, at their own expense. The College shall provide each part-time unit member with a credit of \$175 to be spent at a designated outside vendor for ordering replacement uniforms and equipment. Part-time employees that work the same number of hours as a full-time employee will receive modified clothing and equipment, as needed.

Section 3. Human Resource File

Employees, upon notice of five (5) working days to the Office of Human Resources, shall have access to their human resource files. The period that a warning or a prior record of disciplinary action or a poor evaluation can be used for disciplinary action against a regular full-time employee is four (4) years, except for warnings or other disciplinary actions related to discrimination, sexual harassment, and/or violence which shall remain in an employee's human resources file permanently.

Warnings and prior records of disciplinary actions or a poor evaluation shall be purged from the regular full-time employee's human resource file, at the employee's request, after the periods specified above. With written approval of the particular employee and notice of five (5) working days, the Union shall have the right to inspect human resource files for the purpose of preparing for a grievance arbitration.

Section 4. Union Officers/Stewards

The Union shall provide the Department Head and the Office of Human Resources with the Names of the Union Stewards employed by the College and Union Representatives that will be representing the union for the enforcement and monitoring of this agreement.

Section 5. Job Training

- (a) The College agrees to provide, or reimburse the cost of, any and all trainings, mandated by the College. Additionally, the College shall reimburse a unit member up to \$50 annually for any training necessary to maintain a security officer license or certification upon the submission of proof of successful completion of such training and proof of payment. Time spent at such training shall not be compensable.
- (b) All officers shall receive minimum competency training to work in the CRC.
- (c) The College agrees to provide diversity and inclusion training to all officers.

Section 6. Selection of Part-Time Schedule

After 5 years of continuous full-time employment an officer has the option of selecting a part-time schedule, if available, and being paid at his/her regular full-time rate. He/she will be entitled to no other full-time benefits.

Section 7. Labor Management Committee

Purpose: A Labor-Management Committee is 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 also to give preliminary consideration to joint labor/management concerns for operating policies and programs. It is understood that the labor-management meeting is the proper venue for discussing methods of improving working and safety conditions, productivity, and cost saving procedures.

Agenda: The parties will exchange a detailed list of subjects to be discussed at least forty-eight hours prior to the labor-management meeting. By mutual consent, additional subjects may be discussed at the labor-management meeting; however, neither party is compelled to discuss the subject at that time.

The parties agree to discuss the topic of shift times at a labor management meeting.

ARTICLE 26 - SMOKE-FREE WORKPLACE

The Union shall abide by any College policy relative to no smoking on campus or in vehicles.

ARTICLE 27 - CONTROLLED SUBSTANCE & ALCOHOL POLICY

The College reserves the right to test any individual member of this unit for the use of controlled substances and/or alcohol, upon reasonable suspicion of use. In addition, the College reserves the right to test any individual member involved in a motor vehicle accident with a College owned vehicle. All testing shall be done consistent with Federal Regulations for the testing of alcohol and controlled substances for CDL drivers.

ARTICLE 28 - EDUCATIONAL ASSISTANCE

Section 1.

Regular full-time employees are eligible for educational assistance identified in Section 2 and 3 through the Human Resources Department upon completion of one (1) year of service.

Section 2.

Educational assistance for job-required courses, except for those courses required for initial employment, include reimbursement for travel expenses, regularly scheduled pay, class time and the cost of the course. Any time spent in the classroom will be counted as time worked for the purpose of seniority and benefits accrual. Financial assistance for courses taken for employee development will include reimbursement for the cost of the course after successful completion of the course.

Section 3.

All regular full time employees are eligible to enroll for a course as a special student in accordance with the College's Educational Assistance Policy. Course schedule(s) must not interfere with the employee's schedule and the employee will not be paid for class hours.

Section 4.

For Children of regular full-time employees - Consistent with the eligibility requirements under the College's Educational Assistance Policy, and provided the employee has been employed by the College for at least five (5) years in a full-time position, a full-time employee's dependent child, as defined by the IRS, who meets the academic requirements and is admitted to Vassar College as a

matriculating student will receive full tuition remission to Vassar. The full-time employee must be an active employee for the duration of every semester of tuition remission.

Section 5.

The term "Educational Assistance Policy" refers to the College's policy in effect at the time of enrollment to the extent it applies to employees covered by the SEIU contract, however, Section 4 only applies to a full-time employee that has been employed by the College as a full-time security officer for a minimum of five (5) years.

ARTICLE 29 - APPLICATION OF AGREEMENT

This document shall constitute the entire Agreement between the parties. Any notice required by this Agreement shall be given by written notice delivered or mailed by registered mail to the appropriate senior administrative officer of the College and the Chapter Chairperson of the Union.

ARTICLE 30 - ZIPPER CLAUSE

The College and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement constitutes the complete and total Agreement between the parties and expresses all the obligations of, or restrictions imposed on, the respective parties during its term. This Agreement can be changed only by a written amendment executed by the parties hereto. The waiver in any particular instance of any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.

ARTICLE 31 – SEPARABILITY

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any state or federal law or regulation, such term or provision shall continue in effect only to the extent permitted by such law or regulation. If any term or provision of this Agreement becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement. Nothing in this Agreement shall preclude the College from taking all steps necessary to comply with the Americans with Disabilities Act or other laws or regulations.

ARTICLE 32 - DURATION OF AGREEMENT

This agreement shall be effective as of the date of ratification and shall remain in effect until June 30, 2022. If either party desires to negotiate a new agreement said party will serve written notice to that effect upon the other party, no later than sixty (60) days prior to June 30, 2022. Any such notice shall contain changes or amendments desired by the party giving such notice, and conferences shall be arranged and undertaken within thirty (30) days after service of such notice, looking to the execution of a new agreement.


FOR THE UNION:


Chapter Chairperson

Vice Chairperson


Chief Shop Steward

FOR THE EMPLOYER:


Ruth Spencer
Associate V.P. for Human Resources


Bryan Swarthout


Stuart S. Waxman, Esq.

APPENDIX "A"

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number:

Last Name:

Organization: Hudson Valley Safety & Security Officer's Union

To Vassar College:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve Vassar College and all its offices from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed by Vassar College, or until revoked by me in writing.

Member Signature:

Date:

APPENDIX "B"

Grievance Number: _____

Name of Aggrieved Party (if more than one person, list all):

Name of Responsible Management Person:

Date and Time: _____ Location: _____

Contract Article, Section, Paragraph and Page Number Violated:

Factual Description of Incident: _____

Specifically, describe what is wrong with what happened: _____

Remedy

Requested: _____

Stage 1 Submission Date: _____ Stage 2 Submission Date: _____

State 3 Submission Date: _____ Stage 4 Submission Date: _____