AGREEMENT BETWEEN

VASSAR COLLEGE

AND

THE SEIU, LOCAL 200United

Effective July 1, 2018 to June 30, 2023

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PREAMBLE

This is a Labor Agreement made and entered into as of July 1, 2018 by and between VASSAR COLLEGE EMPLOYEES' UNION, LOCAL 200 United OF THE SERVICE EMPLOYEES INTERNATIONAL UNION, affiliated with the American Federation of Labor 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. In an atmosphere of mutual respect and the desire to respond with dignity to both labor and management, 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 - RECOGNITION

The College recognizes the Union as the sole and exclusive bargaining agent for: (1) part-time service employees employed by the College who are regularly scheduled to work twelve (12) or more hours per week; and (b) full-time employees listed in Article 2 of this Agreement, other than the following for whom the Union is not recognized as the bargaining agent:

(a) executive, supervisory, clerical, and professional personnel;
(b) student employees;
(c) temporary employees working in jobs which do not exist continuously longer than four (4) months;
(d) substitute employees replacing regular employees on leaves of absence for a specific period or who are absent from their jobs with approval for any other purpose;
(e) employees who are members of other Dutchess County Locals of the AFL-CIO. The Employer agrees to work with the Union in providing information to monitor the use of part time and per diem employees on campus;
(f) part-time employees who regularly work less than twelve (12) hours per week;
(g) guards.

ARTICLE 3 - UNION MEMBERSHIP

Section 1.

(a) All employees of the College who were Union members on July 1, 2003 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 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 (30) days of actual 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 as a temporary or substitute who is doing bargaining unit work.

(c) The College agrees to deduct monthly 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 of the month following that in which such deductions are made. The President 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.

(d) Temporary employees will not work more than four (4) continuous months in any calendar year from date of hire.

Section 2.

The College shall have the unrestricted right to hire in the open market such new employees as it may require from time to time.

Section 3.

The College agrees that all monies voluntarily authorized by an employee to be deducted and forwarded to the Union will so be deducted including voluntary deductions for COPE (See Appendix C).

ARTICLE 4 - MANAGEMENT RIGHTS

The parties agree that the operation of the College, including the supervision of the employees and of their work, is the right of the College. Accordingly, subject to the provisions of the Agreement, the making of rules to assure orderly and effective work, the determination of what duties will be performed and of employee competency, the hiring, transfer, promotion, demotion, layoff or discharge of employees for just 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 in accordance with Article 6, Section 2(a), are rights reserved by the College.

The parties also agree that the College retains the right to transfer or sub-contract work covered by this

Agreement, or to employ students of the College who have a need for financial assistance subject only to the limitation that no existing members of Local 200 United shall be discharged by reason of such transfer or sub-contracting work or employment of needy students.

Attention is directed to Appendix B concerning provisions for job security and additional agreements concerning sub-contracting.

ARTICLE 5 - NON DISCRIMINATION

It is agreed by the Union and the College that neither shall discriminate against any employee or applicant for employment or against any applicant for membership in the Union because of sex, race, color, religion, national origin, age, handicap, marital status, parental status, or sexual orientation or because of his or her activities in the Union as provided by law.

ARTICLE 6 - SENIORITY

Section 1.

(a) The College recognizes the seniority principle as applicable to the employees covered by this Agreement. For purposes of promotion, transfer, vacation time or other days off, and intersession employment, seniority will be considered in the following order:

1. Job classification
2. Department
3. College-wide master list, determined by the individuals hiring date.

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.

For the purpose of layoff and rehiring, seniority for full-time employees will be determined by the individual hiring date. The seniority of a regular part-time employee will be calculated as a percentage of a full-time equivalent. For example, a part-time employee who is regularly scheduled to work 22 hours per week would earn .55 years of seniority for each year.

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.

For the purpose of promotions or transfers into a full-time position, the College will give preference to regular full-time employees who apply for the position before regular part-time employees.

For the purpose of promotions or transfers into a part-time position, the College will give preference to regular part-time employees who apply for the position before regular full-time employees.

A single list for the entire personnel, subject to this Agreement, shall govern in matters, which do not pertain directly to rights within a department. 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.

(b) Seniority rights shall terminate if any employee:

1. quits or retires;
2. is discharged for cause;
3. fails to return to work from an approved leave of absence;
4. fails to give notice of acceptance of recall within three (3) working days and to report for work within five (5) working days after notice or recall by the College, unless such failure is due to illness of the employee evidenced by a doctor's certificate;
5. 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.

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 second most senior, and unit member three with the birthday of December 1st would be 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) Each department shall maintain and post a current seniority list of all Union members. Overtime shall be distributed on a rotating basis in accordance with seniority as follows:

For the purpose of offering overtime in a full-time position, the opportunity will first be offered to full-time employees in the affected title. If no full-time employee in the affected title accepts, then the opportunity will be offered to full-time employees in the affected department, provided the employee is qualified to perform the work. If no full-time employee in the affected department accepts, then the opportunity will be offered to regular part-time employees in the affected title. If no part-time employee in the affected title accepts, then the opportunity will be offered to regular part-time employees in the affected department, provided the employee is qualified to perform the work.

For the purpose of offering overtime in a part-time position, the opportunity will first be offered to part-time employees in the affected title. If no part-time employee in the affected title accepts, then the opportunity will be offered to part-time employees in the affected department,

provided the employee is qualified to perform the work.

In the event that a mistake is made with respect to the awarding of overtime, then the following procedure shall be followed:

I. For the first three (3) incidents during a fiscal year that supervisors (as a group) inadvertently skip over unit members in the ACDC 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 ACDC during a fiscal year that supervisors (as a group) inadvertently skip over unit member(s), the unit member(s) who is inadvertently skipped on the fourth (4^{th}) occasion and beyond in a fiscal year shall be paid his/her overtime rate pursuant to Article 19 for the number of hours that were offered in the missed overtime opportunity.

II. For the first three (3) incidents during a fiscal year that supervisors (as a group) inadvertently skip over unit members in the Retreat 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 Retreat during a fiscal year that supervisors (as a group) inadvertently skip over unit member(s), 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 Article 19 for the number of hours that were offered in the missed overtime opportunity.

III. 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 all departments other than ACDC and the Retreat 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 for all departments other than ACDC and the Retreat 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 Article 19 for the number of hours that were offered in the missed overtime opportunity.

(b) 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 four (4) working days and five (5) working days shall begin on the day of receiving of 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.

ARTICLE 7 - GRIEVANCES, CONCILIATION AND ARBITRATION

(a) The representatives of both the College and the Union shall be responsible for making prompt and earnest efforts to adjust grievances arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement. This right for the presentation of grievances shall not include or be interpreted to include decisions as to wages, hours, or conditions of employment which affect the Union groups as a whole or which are

contrary to any of the provisions of this Agreement.

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

FIRST STEP: Within seven (7) normal working days immediately following the occurrence of the event giving rise to the grievance, the matter will be discussed orally between a shop steward/divisional officer 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 three (3) working days, the shop steward/divisional 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 ten (10) working days from the filing of the First Step grievance.

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

The grievance committee of the Union (which shall be composed of not more than five (5) members and the identity of whom after being selected by the Union, will be made known in writing by the Union to the College) 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 which written request shall state in detail the nature of the grievance. The five member limitation on the grievance committee of the Union shall be comprised of College employees, including, but not limited to, Union Officers, Shop Stewarts and Grievant(s). Upon mutual agreement by the College and the Union, witnesses may be requested to provide information relevant to the grievance at the third step conference. Witnesses who participate in the third step conference shall only be present for the portion of the conference during which they provide information. Witness participation in the third step conference shall not count towards the five (5) member maximum for the grievance committee. 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 five (5) working 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) normal working days immediately following the conference.

FOURTH STEP: A grievance, which is not adjusted in the third step to the satisfaction of the grievant, may be submitted to arbitration, 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 the five (5) normal working days immediately following the receipt by the grievant of the Third Step answer, or if no answer is received, within ten (10) 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:

Howard Edelman
Bruce Newman

Susan MacKenzie
Carol Wittenberg
Thomas Rinaldo
Ira Lobel
Dennis Campagna

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 decision of the arbitrator will be final and binding. The arbitrator's authority will be limited to determining whether, by the allegations contained in the grievance, the College has violated any specific provision of this Agreement. The arbitrator will not have any authority or power to add to, delete from or modify in any way any provision of this Agreement.

(3) The cost of the arbitrator's service will be borne equally by the College and the Union.

(4) Any grievance which is not presented or processed in strict compliance with the time limits set forth herein may be extended only by written agreement to the College and the Union.

(5) Employees will not be required to meet with Management in cases involving grievances or disciplinary action without a Union Representative of the employee's choice present, providing the representative is available within a 48 hour period.

(6) Grievance procedures concerning matters of alleged sex discrimination under Title IX are included in the general procedures developed for College-Wide application. Copies of such procedures are available upon request from the Office of Human Resources.

(7) The College also agrees that any member of the Union selected as an officer or delegate shall be allowed reasonable time off for the performance of such duties without loss of seniority rights, but the College shall not be required to pay such employees for such time off.

(8) Employees representing the Union in the discussion of grievances with the representatives of the College or members of the Union Bargaining Committee (not more than five (5) in number), while in negotiations with the College for a new basic collective bargaining agreement, will be paid for time lost from work during such discussions and such negotiations, provided such time lost shall be during the regular working hours of said employee or employees.

(9) Should the College be unable to respond within the timeframes set forth in the grievance procedure, the College will notify the Union of the delay, provide the reason for the delay, and an anticipated date by which a response will be submitted.

ARTICLE 8 - 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 9 - EMPLOYMENT

Section 1.

All full-time employees hired on or after July 1, 2011, will serve a probationary period of no less than six (6) calendar months and all part time employees hired on or after July 1, 2011, will serve a probationary period of no less than twelve (12) calendar months.

If any portion of the probationary period falls during a time in the summer that the employee is not scheduled to work, the College has the unilateral right to extend the probationary period, provided the College notifies the employee at least one month prior to the expiration of the probation.

During the probationary period, the College is free to terminate the employment of any such person without notice or warning or reference to the grievance provision of this Agreement.

Employee performance will be evaluated monthly by the immediate supervisor throughout the probationary period. The probationary status may be ended and regular status granted before the end of the probationary period only with the approval of the employing department and the Assistant Vice President of Human Resources.

A probationary employee is eligible to transfer but if the employee is unsatisfactory in the job to which he or she has been transferred the employee is not eligible to revert to the previous job.

All benefits will begin with the achievement of regular status. Sick leave, personal leave and vacation time will be accrued retroactively to the initial day of employment upon achievement of regular status.

Health insurance coverage shall begin ninety (90) days after commencement of employment, for eligible employees, in accordance with 1199 National Benefits Fund's Plan Rules.

The College, at its sole discretion, may move newly hired employees and/or incumbent employees to the level II rate of pay if the employee has 10 or more years of experience and successfully completes probation. This provision shall not be subject to the grievance procedure.

Section 2 - Substitute Employment Prior to Regular Employment

If a substitute for a full-time employee, as defined in Article 2(d) becomes a regular full-time

employee, such time of substitute employment will be included for purposes of pension, sick leave, vacation, group health insurance and seniority, provided employment has been continuous in the same classification as the regular position.

Section 3 - Intersession Employment

(a) Intersession employment is defined in this section as the reassignment of any qualified College Union employee on an intersession basis to a different Union classification during College intersession periods. Intersession employment shall be first offered to all regular Union employees who are not assigned to work during these periods. The College will give preference to regular full-time employees before regular part-time employees. Selection and job assignment for intersession employment will be based on seniority, experience, skills and work record in the employee's regular classification and previous intersession employment assignments. Employees requesting intersession employment shall be paid the listed hourly rate for Level I for the temporary classification assigned. Employees in Level II who have the skill and experience to perform the full scope of their intersession job are eligible to receive the Level II Rate.

(b) In all respects, the employees above shall be considered regular employees of the College in whatever department employed and shall retain all the rights and benefits of such regular employment. All procedures applicable to regular employees in their normal job classification shall be applicable to regular employees temporarily reassigned for intersession employment.

Section 4.

The College will notify the Union promptly of pending termination of regular employees.

The College and/or its employees agree not to engage in direct dealing by communicating with its represented employees for the purpose of establishing a change of wages, hours and/or terms and conditions of employment which contravenes either the terms of this agreement or the law.

Section 5- Job Training

The parties recognize that over the course of time, jobs change as a result of such things as technological advances and program needs. In recognition of this fact, Vassar agrees to offer training to allow unit members to obtain the skills needed for the new or modified responsibilities. Notwithstanding, unit members will be expected to meet the job requirements of the position.

ARTICLE 10 - TRANSFERS AND PROMOTIONS

The College agrees that when jobs are available particularly those offering advancement, present Union employees qualified for the available position shall be given preference over other applicants. Qualifications for the job, attendance and seniority (as defined in Article 6) will determine selection. The College shall interview internal candidates before advertising for or interviewing external candidates. Internal candidates will be selected when deemed qualified for the position. If an internal

candidate is not selected for the position he or she will be notified of this decision.

In assessing the skills and qualifications of a unit member transferring into a new job classification, the College shall have the discretion to test and/or require the employee to conduct a demonstration. However, any unit member who has satisfactorily performed the duties of the higher classification on a temporary basis for 240 hours or more within the preceding year shall not be subject to any test and/or demonstration during the interview process.

When a vacancy exists in a full-time position or in case of an unexpected vacancy in a full-time position or when a new full-time position is created, the College will post notices on all employee bulletin boards. The vacancy shall be filled in accordance with Section (a) of Article 6. The College will not be required to post part-time positions. However, a regular part-time employee may notify the College of an interest in transferring to another department (including ACDC or retreat).

The College shall be under no obligation to hold a temporary promotional position vacant for an employee unable to occupy the position within three (3) days of the start date for said position.

Employees who are on vacation shall be permitted to return from vacation in order to accept the promotional position.

Any protest of the selection which the College has made shall be treated as a grievance and shall be handled in accordance with the grievance procedure set forth in Article 7 of this Agreement.

All regular employees who transfer to another Union classification job who have not been subject to the test and/or demonstration given during the interview process must serve a probationary period of four (4) months of actual working time in order to achieve regular status in the new classification.

All regular employees who transfer to another Union classification job who have been subject to the test and/or demonstration given during the interview process must serve a probationary period of two (2) months of actual working time in order to achieve regular status in the new classification.

During this probationary period, any employee who is transferred or promoted pursuant to the provisions of this Article shall have the right to revert back to his or her former job classification. During this probationary period, the College shall retain the right to transfer the employee back to his/her former job classification as if he/she had never left the original position.

Employee performance will be evaluated monthly by the immediate supervisor throughout the probationary period. The probationary status may be ended and regular status granted with the approval of the employing department and the appropriate senior officer of the College.

Upon transfer to another Union classification job on a regular full-time basis for promotion, the rate of pay to be received during probation shall be the rate of pay currently being received or the starting rate of the new job, whichever is higher. Upon completion of this probationary period, the unit member shall be moved to the pay level in the new classification that he/she previously occupied in the former classification.

In the event that the interview process does not include a test and/or demonstration, the unit member

who transfer to another union classification job on a regular full time basis for promotion shall be subject to the shorter two (2) months of actual working time probationary period.

In the event of transfer to a Union classification with a lower rate of pay than that currently being received, the regular full-time employee shall be entitled only to the rate of pay of the job to which he or she has transferred within their pay level (I or II).

ARTICLE 11 - VACATIONS

The College agrees that all regular full-time employees shall receive a vacation with pay. A regular part-time employee is not eligible for paid vacation leave, but may be allowed time off without pay at the sole discretion of the department head. Disputes over the denial of such unpaid leave requests shall not be eligible for the grievance and arbitration procedure.

Vacation pay shall be upon the basis of a standard workweek of forty (40) hours and at the rate of pay, which 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. There will be limited vacation scheduling during peak periods and the College will consider extenuating circumstances. 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. Regular full-time 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. Regular full-time shall receive their vacation pay in advance on the day preceding the vacation period, provided he/she has given sufficient notice. Any regular full-time employee who submits a written request for vacation should expect to receive a response (approved or denied) within 5 working days of receipt of this request by their supervisor.

Section 1.

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

For employees hired prior to July 1, 2018:

6 Months through completion of 1 Year	5 days
1 Year through completion of 5 Years	10 days
6 Years through completion of 10 Years	15 days
11 Years through completion of 18 Years	20 days
19th Year	21 days
20th Year	22 days
21st Year	23 days
22nd Year	24 days
23 or more Years	25 days

For employees hired on or after July 1, 2018

6 Months through completion of 1 Year	5 days
1 Year through completion of 5 Years	10 days
6 Years through completion of 10 Years	15 days
11 Years through completion of 25 Years	20 days
26 or more Years	25 days

Section 2.

All regular full-time employees are entitled to 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 3.

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 last payroll period before retirement. The vacation period agreed upon will follow the last date of actual active employment.

Section 4.

For the 2018/19 and 2019/20 contract years, all regular full-time employees may carry over unused vacation days without limit.

Entering into 2020/21 contract year and thereafter, a regular full-time employee's carryover shall be capped at fifteen (15) vacation days and the maximum accumulation of vacation days shall be the annual allotment plus fifteen (15) days. Any days in excess of fifteen (15) days shall be forfeited each July 1st.

Section 5.

Academic vacations, which interrupt the classification of regular full-time employees, shall not affect their seniority, sick leave and vacation.

ARTICLE 12 - HOLIDAYS

Section 1.

Regular full-time employees shall be eligible for the following holidays:

*New Years Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
*Good Friday
*Memorial Day
*Independence Day
*Labor Day
Veterans Day
*Thanksgiving Day
*Day After Thanksgiving Day (Columbus Day)
*Christmas Day
*Christmas Eve

(a) Of the holidays, nine (9) will be observed on the day which they occur and are asterisked.

If a holiday falls on Saturday or Sunday, the date of observance shall be the same as that of the legal observance.

(b) The remaining four (4) holidays will float and will be scheduled at the discretion of the College:

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

(c) It is understood that the College will only schedule work on holidays based upon operating needs. All regular full-time employees required to work on holidays shall receive time and one-half for time worked plus holiday pay or where possible, a corresponding amount of time off at some other time fixed by the College.

(d) Regular full-time employees hired on or after 7/1/82 are eligible for holiday pay provided that they work on their regularly scheduled work day before and after a holiday or holiday period, unless otherwise excused or the employee provides a legitimate verifiable excuse.

(e) A regular part-time employee who works on Memorial Day, Independence Day, Labor Day, or Thanksgiving Day will be paid for all hours worked at one and one-half times the employee's regular rate of pay. A regular part-time employee is not eligible for premium pay or holiday pay when assigned to work on any other holiday.

Section 2.

Regular full-time academic year employees can elect to "bank" the holiday pay for use at a later date. The following conditions apply to this option:

1. Employees must give at least two (2) weeks' notice that they wish to make such an election;

2. Holiday pay saved in such a manner can only be used (i.e., paid) during intersession periods;

3. If, for some reason, the saved time is not used during intersession, it will be paid to the employee at year end and not carried forward, and;

4. Holiday time "saved" by this election will be paid 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.

Section 3.

Whenever a compensable holiday falls within a regular full-time employee's vacation, the employee shall be entitled to receive an additional day.

Section 4.

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 his/her department within the six (6) months following the birthday.

ARTICLE 13 - SICK LEAVE

Section 1.

(a) 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 paid, exclusive of sick time, on the basis of the regular full-time employees' normal work schedule, to a maximum accrual of 800 hours.

Sick leave will be accrued retroactively to the initial day of employment upon achievement of regular status. Regular full-time employees are eligible to receive paid sick leave only after such leave has been accrued.

Every regular full-time employee who works his normal annual schedule will accrue no fewer than six (6) days of sick leave per year and no more than ten (10) days of sick leave per year.

(b) For regular part-time employees only:

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).

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.

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.

Sick leave credits may be accumulated to a maximum of sixteen (16) hours and any excess over sixteen (16) hours will not be credited.

A regular part-time employee who leaves employment for any reason will not receive payment for unused sick leave credits.

Section 2.

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

Section 3.

All regular full-time employees shall receive an additional one-half (½) personal leave day for each six (6) calendar months period (July 1st - December 31st and January 1st - June 30th) in which there is no claimed sick leave or unexcused absence.

Section 4.

All regular full-time employees upon retirement shall receive payment of ninety percent (90%) of his/her accumulated unused sick leave to which he/she was entitled during the last year of service not to exceed 720 hours. In addition, any regular full-time employee who has not used any sick time in the last five (5) years before 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 ninety percent (90%) of his/her accumulated unused sick leave, not to exceed 720 hours.

Section 5.

The College may request a doctor's note for any absence of three (3) consecutive working days. Employees are required to call in prior to their work shift each day of absence to notify their supervisor.

Section 6.

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 7.

Unit members using sick leave shall be required to call-in at least one (1) hour prior to the start of their shifts.

Section 8.

A member of the bargaining unit can elect to transfer up to 100 hours of his/her accrued sick, personal, or vacation time to a bargaining unit employee who has exhausted all of his/her accrued leave time and who has sustained a disabling medical condition which either qualifies for NYS Disability or is an emergency medical situation. In the event that the transfer of hours is for an emergency medical condition, the request to transfer hours must be approved by the Office of Human Resources. Leave time accrued during the period that transferred hours are used do not have to be exhausted prior to using transferred time. The aggregate number of transferred hours cannot exceed 750 hours.

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. The form for the donation of hours shall specify that the donating member agrees that donated time may be reallocated by the donating member to another qualifying unit member within six (6) months from the date of the original donation of the donating member. No further employee consent is needed for the reallocation of hours.

Section 9.

Bargaining unit employees may use sick leave for the care of a sick dependant 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 14 - 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 the his/her normal work schedule for the time lost from work due to such death provided such days are taken 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.

In the event of the death of a regular part-time employee's spouse, child, or parent, the employee will be excused from work for five consecutive calendar days immediately following the death. The regular part-time employee will be paid for any scheduled workdays that would have occurred within this five-day period. [For example: An employee's regular scheduled workweek is Wednesday, Thursday, Friday, Saturday and Sunday. If the death occurred on a Tuesday, the employee would be excused from all work from that Tuesday through Saturday and would be paid for Wednesday, Thursday, Friday and Saturday, but not Sunday. The regular part-time employee must have completed the probationary period to be eligible for this benefit.

ARTICLE 15 - OTHER LEAVES OF ABSENCE

Section 1- Personal Leave

During any fiscal year (July 1st through the succeeding June 30th), each regular full-time employee will be allowed up to three (3) days leave of absence with pay, at regular hourly rate, for the conduct of personal business requiring his/her absence from the job. The regular full-time employee will request such leave of absence from the department head at least three (3) days in advance. Such absence 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. 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.

Regular full-time employees will be eligible for personal leave days only after they have completed their initial probationary period. Personal leave benefits will be accrued retroactively to the initial day of employment after completion of the initial probationary period.

Personal leave days may be taken in two (2) hour increments.

Section 2- Personal Leave/Retirement

Only continuing regular full-time employees and regular full-time employees retiring on pension benefits shall be entitled to payment for earned unused personal leave days at the end of the College fiscal year. Unused personal days will be paid with the employee's last payroll period of the College's fiscal year.

Section 3- 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. The Employer 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.

A regular part-time employee will only be paid for those scheduled workdays that would have occurred during the first five consecutive calendar days. [For example: An employee's regular scheduled workweek is Wednesday, Thursday, Friday, Saturday and Sunday. If the jury duty were for Monday through Friday, the employee would be excused from all work from that Monday through Friday and would be paid for Wednesday, Thursday, and Friday. Should the jury duty extend into the next week, the regular part-time employee will not receive paid jury duty leave.] The regular part-time employee must have completed the probationary period to be eligible for this benefit.

Section 4- 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, child care, etc. The College will review these requests in light of the employee's length of service and the operational needs of the department. The College will not unreasonably deny requests for unpaid leave.

Section 5 - 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.

ARTICLE 16 - SEVERANCE PAY

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 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 17 - GROUP INSURANCE PROGRAMS

Section 1 - Full-Time Employees

Any employee who is regularly scheduled to work at least thirty (30) hours per week shall be covered by the 1199 National Benefit Fund Health Coverage ("NBF"). The College shall contribute to the NBF in an amount equal to the percentage as specified in this Article 17, Section 1, multiplied by the gross payroll of the employee for the preceding month exclusive of amounts earned by the employees during the first 90 calendar days following the beginning of their employment, reduced by contribution credits, if any, approved by the NBF Trustees.

Effective as of, and retroactive to, the following dates, the NBF required contribution rate ("NBF URR") shall be the following corresponding percentages of gross payroll:

July 1, 2018: 33.00%

The contribution rates to the NBF set forth in this Agreement are adopted from Memorandum of Agreement between the 1199SEIU United Healthcare Workers East ("1199") and the League of Voluntary Hospitals and Homes ("League"). During the life of this Agreement and any extension thereof, the Employer agrees to adopt, be bound by and to implement any changes in the NBF's contribution rates in the amounts and on the dates agreed to by the President of the Leagues and President of 1199, as determined by the Contract Interpretation and Policy Committee established pursuant to Article XXXIB of the collective bargaining agreement between the League and 1199 or as set by the NBF's Trustees, including and subsequent re-openers or extensions to the dates of the Agreement between 1199 and the League.

In the event that the College's obligation to fund the NBF either increases or decreases from the percentages set forth above, then the contract shall be re-opened for the limited purpose of negotiating the allocation of the savings or additional costs. Should the matter not be resolved including and subsequent re-openers or extensions to the dates of the Agreement between 1199 and the League.

In the event that the College's obligation to fund the NBF either increases or decreases from the percentages set forth above, then the contract shall be re-opened for the limited purpose of negotiating the allocation of the savings or additional costs. In no event shall the across the board increases set forth in Article 20, Section 1, be increased or decreased by more than one percent (1%) in any year of the contract. Should the matter not be resolved by the parties within sixty (60) calendar days of notice of the change in the contribution rate then either party may submit the matter to binding arbitration. A demand for arbitration shall be filed, in writing, by the aggrieved party within ninety (90) calendar days

of the notice of the change in the contribution rate. If the parties are unable to agree to the selection of an arbitrator, then the matter shall be submitted to the American Arbitration Association in accordance with the Voluntary Rules of Arbitration. The decision of the arbitrator shall be final and binding. The arbitrator's authority shall be limited to determining how the savings and/or additional costs shall be allocated. The arbitrator shall not have any authority or power to add to, delete from or modify the above stated issue.

The College shall contribute an amount equal to 160 hours at the normal rate of pay for the month of July and for the month of August for any full-time academic-year employee not scheduled to work during summer months.

Any other disputes relative to the College's obligations under Article 17, Section 1 shall be administered through the parties' grievance procedure set forth in Article 7 of this agreement.

Section 2 - Part-Time Employees

Commencing with the Spring of 2006 semester, health insurance eligibility for part-time employees shall be determined as follows:

(A) Academic part-time employees who work an average of thirty (30) hours a week or more during the first semester, shall be eligible for health insurance benefits during that semester if it was known at the time of the assignment that the average hours would be at least thirty (30) hours per week during that semester. If it is unknown at the time of the assignment that the part-time employee's hours would average thirty (30) or more hours during the semester, then health insurance benefits will be provided during the second semester in order to compensate the employee for his/her services during the first semester. The same procedure will be followed for an employee who is scheduled to work an average of at least thirty (30) hours during the second semester. An employee who separates from employment during a period in which health insurance benefits are provided for the prior semester's work shall not be entitled to any further compensation to health insurance after the date of separation.

(B) Semesters shall be defined as follows:

(i) Semester One shall start the day the freshman arrive to the residential dorms and shall end on the day when resident halls are closed for freshmen.

(ii) Semester Two shall start on the day resident halls open for freshmen and shall end on the day the resident halls close for freshmen.

(iii) Intersession employment shall not be counted in the calculation of hours worked for purposes of benefit eligibility.

Section 3 - Retirees

Retirees shall be eligible to participate in the health insurance plans offered to unit members and their dependent(s), provided participation is allowable under the plan and the retiree is collecting his/her

pension. The retiree shall assume the full cost of health insurance premiums.

Section 4 - Flexible Spending Accounts

Employees in the bargaining unit shall have access to the medical and dependent care flexible spending accounts offered to any employee or groups of employees on campus. The cost of administering the flexible spending account shall be assumed by the College.

ARTICLE 18 - PENSION PLAN

The Vassar College Defined Benefit Pension Plan shall be amended effective July 1, 2018 to include the following provisions:

1. For regular full-time employees retiring on or after July 1, 2018 and prior to June 30, 2019, the monthly retirement benefit will be $71 per month per year of service. For regular full-time employees retiring on or after July 1, 2019 and prior to June 30, 2020, the monthly retirement benefit will be $74 per month per each year of service. For regular full-time employee retiring on or after July 1, 2020 and prior to June 30, 2021, the monthly retirement benefit will be $76 per month per each year of service. For regular full-time employee retiring on or after July 1, 2021 and prior to June 30, 2022, the monthly retirement benefit will be $77 per month per each year of service. For regular full-time employees retiring on or after July 1, 2022 and prior to June 30, 2023, the monthly retirement benefit will be $78 per month per each year of service.

2. For eligible employees electing to retire before the normal retirement age of 65, a reduction schedule will be included in the amended plan.

An amended copy of the summary plan description shall be attached and may be a part of this Agreement when such summary plan description becomes available. All payments under the plan are exclusive of Social Security payments.

ARTICLE 19 - HOURS AND WORKING CONDITIONS

Section 1.

(a) Regular full-time employees covered under this Agreement shall normally work a forty (40) hour week, five (5) days or seven-day coverage the work schedule may include Saturdays and Sundays. Each regular full-time employee will have two (2) consecutive days off in seven (7) consecutive days. Time and one-half (1½) will be paid for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. The appropriate department head will establish a part-time employee's scheduled days and hours of work.

(b) If any regular full-time employee is temporarily employed in an acting supervisory capacity, the individual's classification shall not be changed, but he or she shall receive

a 5% additional compensation during such temporary appointment period.

(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.

Regular full-time employees who work seven (7) consecutive days shall be paid double time for hours worked on the seventh day.

(d) All regular full-time employees hired after 6/30/85 who are regularly assigned to work in a food service operation are eligible for one daily meal to be taken during their regular work hours. Regular full-time employees hired prior to 7/1/85 shall continue to receive the same meal privilege as was provided prior to 7/1/85. A regular part-time employee assigned to work in a food service operation who works six or more hours per day will be eligible for one daily meal to be eaten during working hours. Further, a regular part-time employee assigned to work in a food service operation who works up to six hours per day will be eligible for one daily meal to be eaten outside working hours. A regular part-time employee who is regularly assigned to work six or more hours per day will receive an unpaid, duty-free meal period not to exceed thirty minutes. Such breaks must be approved by the appropriate Supervisor in accordance with the needs and requirements of the department.

(e) The regular workweek shall be Monday through Sunday with a bi-weekly pay period. All employees shall be paid on the Friday following the end of each bi-weekly pay period. All current employees present work schedules will remain or as posted or bid on.

(f) During the summer intersession the College shall post all Residential Life regular full-time employees' schedules two (2) weeks in advance. Schedules will not be changed unless there is an unplanned or unforeseen event. Regular full-time employees shall be notified promptly of any contemplated change in plans.

(g) Schedules will be changed only to meet the operating needs of the College. The College will meet with the Union to review proposed schedule changes at least four weeks in advance of the effective date of the proposed schedule changes. Schedule changes will be done in order of seniority and the College will attempt to preserve employee hours and days off.

Notwithstanding the above, for schedule changes of a seven (7) day duration or less: (a) a supervisor may change a unit member's schedule with the agreement of the affected unit member and the Union Chapter Chairperson; and (b) a unit member, with the approval of his/her supervisor may have his/her schedule changed at his/her request provided that the supervisor and the Union Chapter Chairperson agreed to the change.

(h) The appropriate department head will establish a part-time employee's scheduled days and hours of work. However, a regular part-time employee will be given a fourteen-day notice prior to changing the employee's shift.

(i) Supervisors will not normally perform bargaining unit work.

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, a regular part-time employee may be scheduled to work a split shift.

Section 3.

The regular full-time employees of each department shall have the option of reducing their lunch period to not less than thirty (30) minutes each day.

Section 4.

The Employer agrees to pay the minimum of four (4) hours pay when a regular full-time employee is called in and reports as requested for work prior to his/her normal work shift. If the early reporting is scheduled in advance, this provision does not apply. Except for Main Chiller Plant weekend checks, this provision shall also not apply to overtime scheduled a minimum of twenty-four (24) hours in advance of the reporting time.

ARTICLE 20 - WAGES

All wages for regular full-time employees shall be computed at the rates specified on the hourly rate schedule (Appendix A) annexed hereto and made part hereof. Regular full-time employees shall be paid for the actual time worked at straight time or overtime rates, or extra compensation for actual time worked on shifts as set forth in accordance with Article 20.

The Level I rate in any classification for regular full-time employees hired after June 30, 2000, shall become effective at the end of the probationary period. A monthly review shall be conducted by the immediate supervisor to determine whether a probationary employee should be advanced to the status of a regular full-time employee prior to the expiration of the probationary period. The probationary status may be terminated before the end of the probationary period only with the approval of the appropriate senior administrative officer.

A regular full-time employee whose probationary status is terminated prior to the expiration of the probationary period enumerated herein, shall be deemed to have become a regular full-time employee.

Hourly rate schedules shown in Appendix A reflect the following negotiated changes:

Section 1.

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

Effective Date	Amount

Effective July 1, 2018	2.0%
Effective July 1, 2019	2.0%
Effective July 1, 2020	2.5%
Effective July 1, 2021	3.0%
Effective July 1, 2022	3.0%

Effective July 1, 2018, the start rate for regular part-time kitchen workers shall be the applicable minimum wage rate.

(b) Regular full-time employees will automatically move from Level I rates to Level II rates upon completion of four years of continuous service.

Section 2- Shift Premium

The shift premium shall be increased to $0.75 per hour effective July 1, 2016 for each hour work between the hours of 6:00 p.m. and 6:00 a.m.

While the Collage has the discretion to set the starting and ending time of employee work shifts, should the College re-establish a third shift, the following procedure shall be utilized:

1. Any unit member who previously served in a job title on a regular third shift assignment within the contract period of July 1, 2008 to June 30, 2011, shall be offered the opportunity to fill the vacant third shift, provided there is a sufficient number of openings. In the event that there are more applicants than needed, the third shift shall be filled by order of seniority among the applicants.

2. If there are still vacant third shift positions, then the College shall seek volunteers from qualified unit members and fill the vacancies based on seniority.

3. If there are still vacant third shift positions, the College will make the reassignment(s) in reverse order of seniority.

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 19 and 20 of this agreement.

Section 3 – Out of Classification Pay

If a unit member is called in on his or her regularly scheduled day off and works in a higher classification than his or her regular classification, he or she shall be paid the rate of the higher classification at his or her level of pay for the duration of the assignment. If a unit member is already scheduled to work and then is expected to perform the major responsibilities of a higher job classification, he or she shall be paid the rate of the higher classification at his or her level of pay after the completion of ninety (90) consecutive minutes in the higher classification.

ARTICLE 21 - GENERAL ITEMS

Section 1 – Days Off

In the selection of days off, the general conditions of the contract, in regard to seniority shall apply for all regular full-time employees. The appropriate department head will establish a part-time employee's scheduled days and hours of work.

Section 2 – Bulletin Boards

The Union shall have the privilege of posting notices on the following bulletin boards: Main, B&G, A.C.D.C., and Retreat. The College shall provide copies of job postings to the Union Chief Steward, Assistant Chief Steward, Recording Secretary and ACDC department steward.

Section 3 – Uniforms

The College will furnish, launder, or clean, press and repair uniforms for all employees who are required by the College to wear them. Raincoats and sweatshirts will be provided to Grounds employees and for other employees whose job responsibilities require them to work outside or in unoccupied/low heat buildings for extended periods. Prior to ordering new uniforms, the College shall consult with the Union Chapter Chairperson or his/her designee. The College will provide adequate protective clothing for employees assigned to snow removal.

Section 4 – Labor-Management Committee

A labor-management committee is created which will meet at least bi-monthly 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 employee grievances and to joint labor/management concerns for operating policies and programs. The College will notify the Union at a Labor/Management Meeting once a year of the planned academic calendar schedule.

Section 5 – Industry Fund

The College agrees to provide money according to the schedule below each year of the agreement to defray the cost of any Industry Fund, which will be used to promote understanding between the College and the Union. The College will participate jointly in administering the Industry Fund.

Year	Total
Effective July 1, 2018	$10,000
Effective July 1, 2019	$10,000
Effective July 1, 2020	$10,000
Effective July 1, 2021	$10,000
Effective July 1, 2022	$10,000

Section 6 – Human Resource Files

Employees, upon notice of two (2) 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 issued prior to June 30, 2003 can be used for disciplinary action against a regular full-time employee is three (3) years, except for actions related to discrimination, sexual harassment and/or violence in which the period would not exceed ten (10) years. A prior record of a suspension without pay shall remain in an employee's personnel file for a period of five (5) years and may be used for disciplinary action.

Warnings and prior records of disciplinary action 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 two (2) working days, the Union shall have the right to inspect human resource files for the purpose of preparing for a grievance arbitration.

Section 7 – Health and Safety

The College agrees to take reasonable precautions to secure the health and safety of employees and will abide by the Local, State, and Federal Safety and Health Standard Act and Regulations. The Union shall participate in the College's Health and Safety Committee and programs. It is recognized by the College and the Union that for reasons of individual safety, clothing and footwear appropriate to the particular job must be worn. This section intends no specification of individual clothing items for a classification, merely by reasonable standards what is safe and appropriate to a job.

Section 8 – Job Descriptions

Job descriptions for each Union classification in a regular full-time position will be available for review in the Human Resource Office. Regular full-time employees shall have the right to submit recommendations regarding job descriptions. Except as set forth below, the College agrees not to combine or eliminate any job classifications without Union approval during the term of this Agreement. However, this clause does not apply to the College's right to eliminate a classification once the last person working in that classification has vacated that position.

Section 9 – Union Executive Board

The Union designated employee(s) shall be allowed up to six (6) days per year to attend Local 200United Health Benefit Fund Trustees' meetings and up to four (4) days per year to attend Union Executive Board meetings provided the request is approved two (2) weeks in advance.

Section 10 – Time Clocks

For regular full-time employees, time clocks will not be used except where a majority of the employees in given departments choose to have them in use. The College may continue to require part-time employees to record hours of work on time clocks or through other methods.

Section 11 – Drug and Alcohol Testing

Alcohol and drug testing may be done when an injury occurs or when there is an accident or property damage involving a unit member at work. This testing extends to all unit members in all work settings.

All testing shall be done in accordance with DOT regulations for testing of CDL drivers for alcohol and/or controlled substances.

Notwithstanding the above, all accidents, regardless of whether injury or damage was sustained, must be reported consistent with College policy.

Employees who are subject to the referenced testing shall be offered the opportunity to enroll in a College offered Defensive Driving course and refresher course(s) upon expiration of original certification. The College shall assume the cost of such course and employees shall be compensated at their regular rate of pay for time spent attending such course. The cost to obtain proof of course completion for an employee to reduce his/her insurance premiums shall be borne by the employee.

ARTICLE 22 - DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2018 and shall remain in effect until June 30, 2023. 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, 2023. 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 as of such notice, looking to the execution of a new agreement.

ARTICLE 23 - EDUCATIONAL ASSISTANCE

Section 1.

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

Section 2.

Educational assistance for job required courses includes 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.

Section 3.

Financial assistance for courses taken for employee development will include any reimbursement for the cost of the course after successful completion of the course.

Section 4.

Regular part-time employees may attend courses as a special student in accordance with the College's then current policy.

ARTICLE 24 – TRANSITIONAL DUTY

The College shall consider an employee's written requests for transitional duty in his/her job classification on a case-by-case basis. Such request shall be submitted to the employee's supervisor with copy to the Office of Human Resources. The Union Chair shall be notified by the Office of Human Resources that such a request is received. Such request shall not be unreasonably denied provided that the employee can perform the majority of his/her daily job responsibilities.

ARTICLE 25 - 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 recording secretary of the Union.

FOR THE UNION:

Scott Phillipson
President

Negotiating Committee:

Brian Pugh

Joe Maio

Cathy Bradford

Evan Lasher

Pete Bresnahan

Thomas Richard

Jesus Leyva

Veronica Whitlatch

FOR THE EMPLOYER:

Ruth E. Spencer
Associate Vice President of Human Resources

Negotiating Committee:

Bryan Swarthout

Stuart S. Waxman, Esq.

APPENDIX "A" WAGE SCHEDULE

Area/Title	Start Rate 7/1/18	Level I Rate 7/1/18	Level II Rate 7/1/18	Start Rate 7/1/19	Level I Rate 7/1/19	Level II Rate 7/1/19	Start Rate 7/1/20	Level I Rate 7/1/20	Level II Rate 7/1/20	Start Rate 7/1/21	Level I Rate 7/1/21	Level II Rate 7/1/21	Start Rate 7/1/22	Level I Rate 7/1/22	Level II Rate 7/1/22	Start Rate 7/1/23	Level I Rate 7/1/23	Level II Rate 7/1/23
Building Services																		
Glazier	$24.18	$28.16	$32.07	$24.67	$28.73	$32.71	$24.67	$28.73	$32.71	$25.28	$29.44	$33.45	$26.04	$30.33	$34.45	$26.82	$31.24	$35.48
Locksmith	$24.18	$28.16	$32.07	$24.67	$28.73	$32.71	$24.67	$28.73	$32.71	$25.28	$29.44	$33.45	$26.04	$30.33	$34.45	$26.82	$31.24	$35.48
Mason	$24.18	$28.16	$32.07	$24.67	$28.73	$32.71	$24.67	$28.73	$32.71	$25.28	$29.44	$33.45	$26.04	$30.33	$34.45	$26.82	$31.24	$35.48
Painter	$23.84	$27.46	$31.57	$24.31	$28.01	$32.20	$24.31	$28.01	$32.20	$24.92	$28.71	$32.92	$25.67	$29.57	$33.91	$26.44	$30.46	$34.93
Painter, Subhead	$24.62	$28.67	$32.66	$25.12	$29.25	$33.31	$25.12	$29.25	$33.31	$25.74	$29.98	$34.06	$26.52	$30.88	$35.09	$27.31	$31.80	$36.14
Roofer	$23.84	$27.46	$31.57	$24.31	$28.01	$32.20	$24.31	$28.01	$32.20	$24.92	$28.71	$32.92	$25.67	$29.57	$33.91	$26.44	$30.46	$34.93
Shop Helper	$17.85	$20.79	$23.66	$18.21	$21.20	$24.14	$18.21	$21.20	$24.14	$18.66	$21.73	$24.68	$19.22	$22.39	$25.42	$19.80	$23.06	$26.18
Custodial Services																		
Cleaner	$14.41	$16.78	$19.09	$14.70	$17.11	$19.48	$14.70	$17.11	$19.48	$15.07	$17.54	$19.96	$15.52	$18.07	$20.56	$15.99	$18.61	$21.18
Janitor	$16.72	$19.46	$22.15	$17.05	$19.85	$22.60	$17.05	$19.85	$22.60	$17.48	$20.35	$23.16	$18.00	$20.96	$23.86	$18.54	$21.59	$24.57
Grounds																		
Grounds Maintenance Attendant	$17.05	$19.83	$22.66	$17.40	$20.23	$23.12	$17.40	$20.23	$23.12	$17.83	$20.73	$23.70	$18.37	$21.35	$24.41	$18.92	$21.99	$25.14
Grounds Leader	$18.36	$21.35	$24.24	$18.73	$21.78	$24.72	$18.73	$21.78	$24.72	$19.20	$22.32	$25.34	$19.77	$22.99	$26.10	$20.36	$23.68	$26.88
Gardener	$20.77	$23.81	$26.75	$21.18	$24.28	$27.29	$21.18	$24.28	$27.29	$21.71	$24.89	$27.97	$22.36	$25.64	$28.81	$23.03	$26.41	$29.68
Vehicle & Equipment Mechanic	$24.18	$28.16	$32.07	$24.67	$28.73	$32.71	$24.67	$28.73	$32.71	$25.28	$29.44	$33.53	$26.04	$30.33	$34.53	$26.82	$31.24	$35.57
Heavy Equipment Operator	$18.36	$21.35	$24.24	$18.73	$21.78	$24.72	$18.73	$21.78	$24.72	$19.20	$22.32	$25.34	$19.77	$22.99	$26.10	$20.36	$23.68	$26.88
Irrigation- Grounds Leader	n/a	n/a	n/a	n/a	n/a	n/a	$18.73	$21.78	$24.72	$19.20	$22.32	$25.34	$19.77	$22.99	$26.10	$20.37	$23.68	$26.88
Turf Management Leader	$18.36	$21.35	$24.24	$18.73	$21.78	$24.72	$18.73	$21.78	$24.72	$19.20	$22.32	$25.34	$19.77	$22.99	$26.10	$20.36	$23.68	$26.88
Art Gallery																		
Gallery Guard	$16.65	$19.41	$22.06	$16.98	$19.80	$22.50	$16.98	$19.80	$22.50	$17.40	$20.29	$23.07	$17.93	$20.90	$23.76	$18.46	$21.53	$24.47
Stores/Receiving																		
Warehouse Clerk	$17.69	$20.63	$23.43	$18.04	$21.05	$23.90	$18.04	$21.05	$23.90	$18.49	$21.57	$24.50	$19.05	$22.22	$25.23	$19.62	$22.89	$25.99
Power Department																		
Steamfitter/Boiler Mechanic	$24.65	$28.70	$32.54	$25.15	$29.28	$33.19	$25.15	$29.28	$33.19	$25.78	$30.01	$34.02	$26.55	$30.91	$35.04	$27.34	$31.84	$36.09
Boiler Operator/Mechanic	$24.65	$28.70	$32.54	$25.15	$29.28	$33.19	$25.15	$29.28	$33.19	$25.78	$30.01	$34.02	$26.55	$30.91	$35.04	$27.34	$31.84	$36.09
Relief Boiler Operator/Mechanic	$24.97	$29.01	$33.01	$25.47	$29.59	$33.67	$25.47	$29.59	$33.67	$26.11	$30.33	$34.51	$26.89	$31.24	$35.54	$27.70	$32.18	$36.61
Mechanical Services																		
Electrician	$24.64	$28.62	$32.53	$25.14	$29.19	$33.18	$25.14	$29.19	$33.18	$25.76	$29.92	$34.01	$26.54	$30.82	$35.03	$27.33	$31.75	$36.08
HVACR Mechanic	$24.65	$28.70	$32.54	$25.15	$29.28	$33.19	$25.15	$29.28	$33.19	$25.78	$30.01	$34.02	$26.55	$30.91	$35.04	$27.34	$31.84	$36.09
Plumber/Mechanic	$24.65	$28.70	$32.54	$25.15	$29.28	$33.19	$25.15	$29.28	$33.19	$25.78	$30.01	$34.02	$26.55	$30.91	$35.04	$27.34	$31.84	$36.09
Relief Trouble shooter	$22.02	$25.53	$29.13	$22.46	$26.04	$29.71	$22.46	$26.04	$29.71	$23.02	$26.69	$30.46	$23.71	$27.49	$31.37	$24.43	$28.32	$32.31
Troubleshooter	$21.61	$25.17	$28.69	$22.05	$25.68	$29.27	$22.05	$25.68	$29.27	$22.60	$26.32	$30.00	$23.28	$27.11	$30.90	$23.97	$27.92	$31.82

APPENDIX "A" Continued WAGE SCHEDULE

Area/Title	Start Rate 7/1/18	Level I Rate 7/1/18	Level II Rate 7/1/18	Start Rate 7/1/19	Level I Rate 7/1/19	Level II Rate 7/1/19	Start Rate 7/1/20	Level I Rate 7/1/20	Level II Rate 7/1/20	Start Rate 7/1/21	Level I Rate 7/1/21	Level II Rate 7/1/21	Start Rate 7/1/22	Level I Rate 7/1/22	Level II Rate 7/1/22	Start Rate 7/1/23	Level I Rate 7/1/23	Level II Rate 7/1/23
Food Services																		
Baker	$20.89	$24.30	$27.64	$21.31	$24.78	$28.19	$21.31	$24.78	$28.19	$21.84	$25.40	$28.90	$22.50	$26.16	$29.77	$23.17	$26.95	$30.66
Cashier	$15.59	$18.16	$21.10	$15.90	$18.52	$21.52	$15.90	$18.52	$21.52	$16.29	$18.98	$22.06	$16.78	$19.55	$22.72	$17.29	$20.14	$23.40
Chef's Helper	$17.55	$20.39	$23.23	$17.91	$20.80	$23.69	$17.91	$20.80	$23.69	$18.35	$21.32	$24.28	$18.90	$21.96	$25.01	$19.47	$22.62	$25.76
Chef, Assistant	$21.58	$25.12	$28.63	$22.01	$25.63	$29.20	$22.01	$25.63	$29.20	$22.57	$26.27	$29.93	$23.24	$27.05	$30.83	$23.94	$27.87	$31.76
Chef, Head	$23.58	$27.44	$31.20	$24.05	$27.99	$31.83	$24.05	$27.99	$31.83	$24.66	$28.69	$32.62	$25.40	$29.55	$33.60	$26.16	$30.43	$34.61
Cook	$19.48	$22.66	$25.80	$19.87	$23.12	$26.31	$19.87	$23.12	$26.31	$20.37	$23.70	$26.97	$20.98	$24.41	$27.78	$21.61	$25.14	$28.61
Janitor	$16.72	$19.46	$22.15	$17.05	$19.85	$22.60	$17.05	$19.85	$22.60	$17.48	$20.35	$23.16	$18.00	$20.96	$23.86	$18.54	$21.59	$24.57
Kitchen Worker	$14.92	$17.39	$19.80	$15.22	$17.74	$20.19	$15.22	$17.74	$20.19	$15.60	$18.18	$20.70	$16.07	$18.73	$21.32	$16.55	$19.29	$21.96
Warehouse Clerk	$17.95	$21.03	$23.93	$18.31	$21.45	$24.41	$18.31	$21.45	$24.41	$18.77	$21.99	$25.02	$19.33	$22.65	$25.77	$19.91	$23.33	$26.54
Residential Life																		
Inventory Control Attendant	$17.20	$20.05	$22.76	$17.54	$20.45	$23.21	$17.54	$20.45	$23.21	$17.98	$20.97	$23.79	$18.52	$21.59	$24.51	$19.07	$22.24	$25.24
Res. Ops. Cntr. Assistant	$15.46	$17.81	$20.10	$15.77	$18.17	$20.51	$15.77	$18.17	$20.51	$16.17	$18.62	$21.02	$16.65	$19.18	$21.65	$17.15	$19.75	$22.30
Retreat																		
Cashier	$15.59	$18.16	$21.10	$15.90	$18.52	$21.52	$15.90	$18.52	$21.52	$16.29	$18.98	$22.06	$16.78	$19.55	$22.72	$17.29	$20.14	$23.40
Chef's Helper	$17.55	$20.39	$23.23	$17.91	$20.80	$23.69	$17.91	$20.80	$23.69	$18.35	$21.32	$24.28	$18.90	$21.96	$25.01	$19.47	$22.62	$25.76
Chef, Assistant	$21.58	$25.12	$28.63	$22.01	$25.63	$29.20	$22.01	$25.63	$29.20	$22.57	$26.27	$29.93	$23.24	$27.05	$30.83	$23.94	$27.87	$31.76
Cook	$19.48	$22.66	$25.80	$19.87	$23.12	$26.31	$19.87	$23.12	$26.31	$20.37	$23.70	$26.97	$20.98	$24.41	$27.78	$21.61	$25.14	$28.61
Janitor	$16.72	$19.46	$14.00	$17.05	$19.85	$14.28	$17.05	$19.85	$14.28	$17.48	$20.35	$14.64	$18.00	$20.96	$15.08	$18.54	$21.59	$15.53
Kiosk Worker	$16.02	$18.62	$21.26	$16.34	$18.99	$21.68	$16.34	$18.99	$21.68	$16.75	$19.46	$22.22	$17.26	$20.05	$22.89	$17.77	$20.65	$23.58
Kitchen Worker	$14.92	$17.39	$19.80	$15.22	$17.74	$20.19	$15.22	$17.74	$20.19	$15.60	$18.18	$20.70	$16.07	$18.73	$21.32	$16.55	$19.29	$21.96
Inventory Control Attendant	$17.20	$20.05	$22.76	$17.54	$20.45	$23.21	$17.54	$20.45	$23.21	$17.98	$20.97	$23.79	$18.52	$21.59	$24.51	$19.07	$22.24	$25.24
Counter Clerk	$16.02	$18.62	$21.26	$16.34	$18.99	$21.68	$16.34	$18.99	$21.68	$16.75	$19.46	$22.22	$17.26	$20.05	$22.89	$17.77	$20.65	$23.58
Retreat Operations Assistant	$16.71	$19.30	$21.96	$17.04	$19.68	$22.40	$17.04	$19.68	$22.40	$17.47	$20.18	$22.96	$17.99	$20.78	$23.65	$18.53	$21.41	$24.36
Transportation																		
Bus Driver	$17.05	$19.83	$22.66	$17.40	$20.23	$23.12	$17.40	$20.23	$23.12	$17.83	$20.73	$23.70	$18.37	$21.35	$24.41	$18.92	$21.99	$25.14

APPENDIX "B"

The following statement represents the agreements concluded in the negotiations for a new contract between Vassar College and Local 200United concerning subcontracting and job security related to full-time regular positions.

Notwithstanding the present provisions of Article 4 - "Management Rights," the College further agrees with Local 200United that:

(a) Except as provided for in (b) below, job security is guaranteed to the present membership of Local 200United for the term of this agreement beginning July 1, 2018 subject only to a variance of 15% in the workforce within that time period. The variance may not all be applied to a single department and will be applied consistent with the terms of the second paragraph of Article 4 of this contract. Regular part-time employees shall not be included in calculating the 15% variance.

(b) Where the College has the choice of subcontracting projects or using appropriate members of Local 200United to do the work. The College shall give reasonable consideration to performing such work with Local 200United members on an overtime basis.

The decision of how the work will be accomplished will be made by the College considering such factors as time frame for completion, hazards involved, equipment and level of expertise needed.

The College agrees to consider the employees' input, knowledge, and skill in analyzing the jobs.

(c) Notwithstanding Management's right to subcontract as set forth in subsection (B) above, the College agrees not to subcontract the work in a job classification of academic year employees during the intersession periods if there are employee in that classification who have not been offered the opportunity to work during the intersession period. This provision, however, does not apply to any work associated with capital projects.

APPENDIX "C" COPE FORM

NAME:_____

HOME
PHONE:_____

HOME
EMAIL:_____

ADDRESS:_____

SEIU Local 200United COPE

I hereby authorize SEIU 200United to file this payroll deduction form on my behalf with my employer to withhold (check one: [_____ $2] [_____ $3] [_____ $5] per week, and forward that amount to SEIU COPE Fund.

I understand that I am not required to sign this form or make SEIU COPE contributions as a condition of my employment by my employer or membership in the Union. I may refuse to contribute without any reprisal. Only Union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE; the amounts on this form are merely a suggestion, and I may contribute more or less by this or some other means without fear of favor or disadvantage from the Union or my employer. SEIU COPE uses the money it receives for political issues of public importance and contributing to and spending money in connection with federal, estate, and local elections. Contributions to SEIU COE are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me to the below address.

Signature _____ Date _____ Employer

_____

SEIU Local 200United, 1153 West Fayette St., Suite 302, Syracuse, NY 13201

APPENDIX "D" Inclement Weather Pay

Unit members who are deemed "unexcused", i.e. are required to work when the College closes administrative offices due to inclement weather, shall be paid at 2x (in lieu of 1.5x) regular rate of pay for all hours worked during the weather emergency. 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. Such determinations shall be made within seventy-two (72) hours of the weather emergency.

1. Representative of Human Resources shall meet with the Union Committee Chairperson and up to two union officers prior to December 1, 2014 to discuss the rules and procedures pertaining to work during weather emergencies.