

AGREEMENT

BETWEEN

**SYRACUSE UNIVERSITY**

**AND**

**THE SYRACUSE UNIVERSITY**

**DEPARTMENT OF PUBLIC**

**SAFETY OFFICERS**

JUNE 16, 2014 TO DECEMBER 22, 2017

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## **PURPOSE AND INTENT**

This Agreement is between Syracuse University, hereinafter referred to as the University, and the Syracuse University Department of Public Safety Officers Union, hereinafter referred to as the Union. It is agreed that the University and the Union that the purpose of this Agreement is to promote and maintain a productive working relationship between the Employer, the Union and the employees represented by the Union and to make clear the basic provisions upon which such relations depend. It is the intention of both the Employer and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent, as well as adjust misunderstandings or grievances related to employment arising hereafter.

It is recognized by the Agreement to be the duty and obligation of the University and of the Union to cooperate fully for the advancement of said purposes and conditions.

## **ARTICLE I RECOGNITION**

The University recognizes the Syracuse University Department of Public Safety Officers (SUDPSO) as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and all other terms and conditions of employment of all employees in the bargaining unit as certified by the National Labor Relations Board, Case# 3-RC-11701, dated January 19, 2011 .

The unit shall consist of all full-time and regular part-time public safety officers and community service officers, as defined in Section 9(b)3 of the NLRA employed by the Employer in its Department of Public Safety (DPS) working at the campus of Syracuse University in Syracuse, New York; excluding all office clerical employees, communication specialists, students performing guard duties, public safety residential receptionists, casual employees, temporary employees working at campus events including the Carrier Dome, professional employees, supervisors, managers and confidential employees as defined in the Act and all other employees.

\*Regular part-time shall be defined as any employee identified in this Article as included in the unit who regularly works more than twenty (20) hours per week but less than full time for twelve (12) months.

**ARTICLE II  
TERMS OF AGREEMENT**

**Section 1**

This Agreement expresses the full, complete and final Agreement of the parties for the duration hereof. It cancels and supersedes any and all Agreements and understandings that may have been in effect previously and this Agreement may be amended only by mutual agreement of the parties in writing. The parties acknowledge that during the negotiations which resulted in this Agreement, each 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 that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**Section 2**

The execution of this Agreement shall not result in any abridgement of the rights held by management or the union, except as otherwise modified by this Agreement.

**Section 3**

Both parties acknowledge that they had full opportunity during negotiations to make any demands and proposals. There is no obligation on either party during the life of the agreement to bargain collectively with respect to any matter set forth herein.

**ARTICLE III  
CHECK OFF**

Each current and new employee hired on shall acquire and maintain membership in the Union or must agree to pay an amount equal to that employee's weekly SUDPSO dues beginning with the first full pay period of employment in a bargaining unit position.

The Union will certify in writing and submit to the University the amount of the regular weekly dues, initiation fees and/or agency fees to be deducted under the provisions of this agreement. If the amount of the regular weekly dues and agency fees is changed during the term of this agreement, the Union shall certify in writing to the University the nature and effective date of the change, thirty (30) days prior to the effective date of the change.

The University will deduct, on a weekly basis, an amount equal to that employee's weekly SUDPSO membership dues, initiation fees and/or agency fees from such employee's pay upon receiving the employee's individual written authorization for the University to make such deductions signed by the employee. The written authorization forms, including the employee's name, social security number, employee signature and date of signature, shall be provided by the Union.

The University will transmit to the proper officers of the Union each month, the wages withheld for such dues, initiation fees and/or agency fees. The remittances shall be accompanied by a list showing individual names, social security numbers, department date of hire, and amounts deducted.

The Union shall indemnify and protect the University against all forms of liability and claims which may arise by reason of the University's compliance with this article. The University is not responsible to take action against any employee in the bargaining unit in accordance with this article for any monies owed the Union. In no event will the University be required to fund any part of an individual's Union dues or agency fee or any part of the monthly submission of Union dues and agency fees to the Union.

#### **ARTICLE IV UNION MEMBERSHIP**

All employees covered by this agreement who are members of the Union as of the effective date of this agreement or who thereafter become members of the Union shall agree to maintain membership in the Union and pay dues, or must agree to pay an amount equal to that employees' weekly SUDPSO dues and fees for the duration of the agreement as a condition of continued employment.

The University will grant no more than two (2) hours per week to the Union President or Vice President to conduct union business. Requests for union business must be made directly to the individual's direct supervisor and approved prior to leaving their post to use this time. Such requests will not be unreasonably withheld. Requests for union business time in excess of the two (2) hours provided in this article must be directed to the Chief, or his/her designate, for consideration and approval on a case by case basis.

#### **ARTICLE V MANAGEMENT RIGHTS**

Except as otherwise specifically provided herein and subject to terms of this Agreement, all rights, functions and prerogatives of management will remain vested in the Employer, including but not limited to;

- a the right to determine, establish, plan, direct and control the University's mission, policies, programs, objectives, activities, resources and priorities;
- b the right to alter, reorganize, reduce, extend or discontinue any existing program, department, unit, school, college, facility and locale of operation;
- c the right to comply with NYS Department of Criminal Justice Services standards and requirements and any other applicable standards and requirements;

- d the right to determine and introduce new and/or improved standards, facilities, equipment and methods;
- e the right to determine or change job content, classify or reclassify positions and allocate new or existing positions;
- f the right to promulgate, modify and enforce reasonable rules and regulations and qualitative and quantitative standards of quality and performance and standards to ensure the maintenance of order and efficiency;
- g the right to determine the number, qualifications and staffing mix of department staff;
- h the right to recruit, hire, train, retain, evaluate, transfer, promote and demote, to layoff for lack of work or other reasons, to discontinue jobs, to assign employees within and across departments;
- i the right to subcontract work. The University retains the right to subcontract work and agrees to make a reasonable effort to avoid layoffs where subcontracting may eliminate bargaining unit jobs.
- j the right to determine hours and schedule and assignment of work; and the right to establish or modify the academic and fiscal calendars, including holidays and holiday scheduling;
- k the right to make rules and regulations governing conduct and safety;
- l the right to discipline or discharge for just cause.

Nothing contained herein shall constitute a waiver of the right of the University to exercise other normal functions of management not enumerated above. Furthermore, the exercise or non-exercise of rights hereby retained by the University shall not be deemed a waiver of any such right or prevent the University from exercising such rights in any way in the future.

## **ARTICLE VI NO STRIKE GUARANTEE**

Under no circumstances shall the Union, its officials, its employees, its affiliates, or its members, directly or indirectly cause, instigate, permit, support, encourage or condone nor shall any employee or employees, directly or indirectly, take part in any action against or interference with the operations of the University such as a strike, work stoppage, sit-down, stay-in, slow-down, curtailment of work, restriction of production, sympathy strike, interruption of work, or any picketing, patrolling or demonstrations at any location whatsoever during the term of this Agreement.

In the event of any such action or interference, and on notice from the University, the Union without any delay shall take whatever affirmative action is necessary to prevent and bring about the termination of such action or interference. Such affirmative action shall include immediate disavowal and refusal to recognize any such action or interference and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Agreement subjecting them to disciplinary action, including discharge.

Based on the unique nature of the work of the Department of Public Safety, in the event a picket line is established at or near the University's premises, facilities or worksites by other employees or labor organizations not subject to this Agreement, the Union agrees that it will not honor the picket line and will affirmatively take all measures necessary to induce its members to

cross the picket line and to report for work at the University as scheduled. In addition, Union employees will continue to provide protection for University staff and property, including for those individuals who desire to cross a picket line.

Nothing herein shall preclude the University from seeking legal or other redress of any individual who has caused damage to or loss of University property during any action against the University covered by this Article or from taking disciplinary action, including discharge, against any employee. Any such disciplinary action taken shall not be reviewable through the grievance and arbitration procedures.

Except for the fact question of whether the employee took part in conduct that violated this article. The arbitrator's jurisdiction will be limited to whether or not the employee engaged in conduct that violated this article, and if so, the arbitrator will have no power to modify the discipline imposed.

The University agrees that it will not lock out its employees during the term of this Agreement.

## **ARTICLE VII GRIEVANCE PROCEDURE AND ARBITRATION**

This Article establishes the exclusive procedure for the processing and settlement of grievances. All grievances shall be processed solely in accordance with the procedures set forth in this Article. A grievance is defined as any dispute or claim arising out of or relating to disciplinary action or the interpretation or application of this agreement.

The parties agree to encourage discussions between employees and supervisors prior to implementing the official steps as outlined in this Article.

The parties agree that legal counsel shall not attend grievance hearings, except during arbitration proceedings as outlined in Step Three and in Step 2 meetings regarding discipline for criminal acts and discharge cases.

When employees are required to attend a grievance hearing as a grievant, University witness, or Union representative, they will only be paid for the time spent in attending grievance hearings when such time coincides with their regularly scheduled working hours. When a grievance is filed by more than one employee, the grievance will identify one of those employees who shall represent the class of grievance at each step of the grievance procedure. Neither party shall be responsible for the expense of witnesses called by the other party, including lost work time.

The parties agree that grievance and arbitration hearings will be scheduled and conducted in a manner designed to minimize disruption to the department.

"Working day" within the meaning of this Article is defined as Monday through Friday, excluding all paid holidays. Whenever the University fails to meet the time limits required in this Article, the grievance at issue may be appealed to the next step. Whenever the Union or grievant fails to meet the time limits required in this Article, the grievance shall be regarded as withdrawn on the basis of the University's last response or position. Initial steps and time limits of this Article may be waived by mutual written agreement, of the Union and the University.

It is understood that any resolution reached in the Informal Process or Step One is non-precedence setting. A grievance may be withdrawn at the Informal Step, Step One or Step Two without precedent.

No employee shall be discriminated against for participating in the grievance procedure .

A Union representative must be present at all other steps except the Informal Step of the grievance procedure.

At each step of the grievance procedure, each party shall present the facts and documents known to the party at the time to support its position on the grievance. Additional information requested by either party in writing shall be provided in keeping with applicable labor law prior to the next step of the grievance procedure.

The steps of the grievance procedure shall be:

**Informal Process**

The parties agree to use their best efforts to encourage informal and prompt resolution of grievances. The grievant is required to raise the issue with the supervisor with responsibility and/or oversight for the grievant's area of work as soon as possible after the event giving rise to the grievance, but no later than five (5) working days after the occurrence. The supervisor will provide an answer within five (5) working days of learning of the issue. If the unit member is not satisfied with the answer provided by the administrator, the grievant may initiate formal grievance proceedings.

**Step One**

Grievances shall be filed with Staff Relations and Recruitment for review by the department head or designee no later than twelve (12) working days from the date of the occurrence giving rise to the grievance. The grievance must be written on a grievance form identifying the specific Article(s) alleged to have been violated, the remedy sought by the grievance, the identity of the principal parties and witnesses involved, the date of the occurrence, and a short description of the occurrence.

If a meeting is necessary, the department head or designee will schedule and hear the grievance within ten (10) working days from receipt of the Step One appeal. A written response, including the basis for the decision, may be given by management to the grievant and Union representative within ten (10) working days from the date of the receipt of the written grievance.

**Step Two**

In the event that the grievance remains unresolved to the satisfaction of the union, the President of the Local Union, or his/her designee, may appeal it to Step Two by filing a written appeal including a statement of rationale, with the Director of Staff Relations and Recruitment no later than five (5) working days from receipt of the Step One answer. A representative of the Director of Staff Relations and Recruitment shall schedule a hearing within ten (10) working days of receipt of the appeal and shall respond in writing within ten (10) working days thereafter. Such response shall include a decision granting or denying the grievance and the basis for the decision.



### **Step Three**

If the grievance remains unresolved to the satisfaction of the Union, the Union may, in its sole discretion request arbitration of the matter by submitting the demand in writing to the American Arbitration Association, including a request for a list of arbitrators, within twenty (20) calendar days of the issuance of the Step Two response. A copy of the demand shall be sent to the Director of Staff Relations and Recruitment at that same time. The selection of an arbitrator and arbitration proceedings shall be conducted under the then current Labor Arbitration Rules of the American Arbitration Association and the parties will then be bound by the rules and procedures of the AAA in the selection of the arbitrator.

The Union may not demand arbitration for multiple grievances through one demand for arbitration.

The selected arbitrator will hear the matter promptly and will issue a decision. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues.

The arbitrator shall have no power or authority to make any decision which requires commission of an unlawful act, or which violates or falls beyond the scope of the terms of the labor Agreement. The arbitrator shall have no power to alter, modify, add or subtract from the provisions of the labor Agreement. The Arbitrator shall have no power to issue an award that is retroactive beyond the date that is ten (10) days prior to the date the grievance was first raised formally at Step 1. The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying, or restricting any action taken by the University with respect to the University's exercise of management rights under the Management Rights Article of this Agreement. The decision of the arbitrator shall be final and binding upon all parties.

The parties shall bear their own expenses. The costs for the services of the arbitrator, including expenses, if any, and the administrative fees charged by AAA, will be shared equally by the parties.

## **ARTICLE VIII DISCIPLINE AND DISCHARGE**

The University and the Union agree to a procedure of progressive discipline. The parties adhere to the principle that discipline has the objective of improving the future performance of the employee. Discipline may include a verbal warning, written warning, suspension, discharge, other corrective action or any combination thereof and shall correspond to the severity of the matter.

The University and the Union recognize the sensitive nature of the disciplinary process and to that end, will strive whenever possible, to handle all disciplinary matters in a private setting with relevant personnel only.

Employee counseling and attempts to resolve matters of discipline informally, including coaching, verbal counseling, letters of counsel and/or referral to the Faculty and Staff Assistance Program (FSAP) do not constitute discipline, nor do they constitute a part of the disciplinary procedure.

Employees may be disciplined or discharged only for just cause whenever circumstances allow.

Situations involving major infractions or offenses shall be exempted from progressive discipline and may subject an employee to discipline, including discharge, regardless of the employee's prior record.

All disciplinary action, except verbal warnings shall be provided to the employee and union. Written discipline shall include the reasons for the discipline and the date of the infraction where appropriate. The employee will be provided the opportunity to sign the statement to acknowledge receipt of the document. If the employee is unable to sign the statement, a union representative for that department shall sign on behalf of the employee.

If an employee is suspended for any reason the University will provide the employee and Union a written notice of suspension within ten (10) working days.

An employee may not be disciplined or discharged more than nine (9) months after the University becomes aware of the event giving rise to the discipline or discharge. Exclusions to this rule will include infractions by a union member that are classified as a misdemeanor or felony crime in nature as defined by New York State Penal law.

The parties agree that the use of a "last chance agreement" may be used in certain cases of discharge by mutual agreement. The conditions of each last chance agreement will be determined by the parties on a case by case basis and will provide the employee an opportunity to maintain employment by meeting the expectations detailed in the last chance agreement.

Written discipline will be declared inactive when the employee works twelve (12) calendar months without discipline. This period will be extended by any time of unpaid leave, vacation, or disability leave that is longer than one (1) work week in duration. The life of discipline may be extended by mutual agreement of the parties.

## **ARTICLE IX SENIORITY**

Bargaining unit employees shall be considered probationary employees from the date of hire or transfer into a position in the Department of Public Safety at Syracuse University through the successful completion of academies and field training or the following time frames, whichever comes later:

Peace Officers- Twelve (12) calendar months after the completion of required academy training and/or FTEP

Community Service Officers- Six (6) calendar months after date of hire

During their probationary period, newly hired employees shall have no seniority rights and may be discharged by the University without recourse to the grievance and arbitration provisions of this agreement. Probationary employees will not have seniority to bid on shifts or rest days until they have successfully completed FTEP.

Employees shall accumulate seniority in the following categories:

- University Seniority – the length of service with the University starting with the most recent date of hire.
- Bargaining Unit Seniority – the length of service in which the employee enters into the bargaining unit in any one of the classification.
- Occupational Seniority – the length of service within a specific job classification within the bargaining unit.

Current Bargaining Unit employees who transfer into different positions with the bargaining unit will retain their bargaining unit seniority. An employee's Occupational Seniority date will change when transferring into different classifications within the bargaining unit.

University employees who transfer from non-bargaining unit positions into the bargaining unit will be considered probationary employees under the Collective Bargaining Agreement (CBA). Once they have passed their probationary period under the CBA, they will have the rights of non-probationary employees under the CBA. University employees who transfer into the bargaining unit will receive benefits based on their University seniority and will have their other rights under the CBA based on their Bargaining Unit or Occupational seniority as may be applicable under the CBA.

Any existing memorandum of agreement predating the effective date of ratification will remain in effect.

Employees who transfer out of the bargaining unit to accept other employment at the University shall lose their seniority.

Employees who are promoted to supervisory positions within the department will have their seniority frozen as of the date of transfer for one hundred eighty (180) calendar days. If the employee, at the University's discretion, is provided the opportunity to return to a position within the bargaining unit within the one hundred eighty (180) day time period, without a break in University service, the employee's frozen seniority shall be restored, but the service time outside the bargaining unit shall not be counted. If the employee, at the University's discretion, is provided the opportunity to return to a position within the bargaining unit after the one hundred eighty (180) day time period expires, seniority will start over.

Employees hired on the same date shall rank for seniority according to the last four digits of their social security number with the employee having the highest number being given the highest seniority rank.

In addition to other factors, seniority for employees shall be considered in decisions regarding time off, schedules, leaves, vacations and scheduled days off.

Vacancies within the Bargaining Unit shall be filled by the applicant most qualified to perform the

work. If all relevant factors, such as skill, ability to perform the work, and qualifications are equal, then the internal applicant with the most occupational bargaining unit seniority shall be awarded the position.

#### Changing Scheduled Days Off

- a Open scheduled days off are created when a bargaining unit employee in a specific job title is moved off a shift or leaves a shift and department management determines that the open scheduled days off will be filled. Open scheduled days off are also created when a new bargaining unit position is created on a shift and when department management determines scheduled days off need to be changed to meet departmental needs.
- b Department management will assess the open scheduled days off vacated by the employee that was moved off or left the shift or the new open scheduled days off that were created by adding a new open position and determine if the opening needs to be filled.
- c Should a shift opening become available, the position including scheduled rest days that are assigned with that opening will be offered to the entire bargaining unit with the same job title. The employee responding to the shift opening with the most occupational seniority in the same job title will be awarded the open position and its rest days.
- d If selection by seniority raises a specific need regarding the appropriate balance of skill, ability and experience required to meet departmental requirements, if needed the Department will initiate a discussion with the Union to agree upon an appropriate resolution of the need.
- e Employees in the same job title currently assigned to the shift on which the opening occurs may apply for those rest days at the time of the posting. If the employee in the same job title with the most occupational seniority who responded to the shift opening is already on the shift, that employee will be awarded the rest days for the posted shift and the open position and rest days vacated will be re-posted.
- f This process is not required for temporary changes to scheduled days off.
- g Management discretion regarding the application of the requisite skill, ability and qualifications to meet departmental requirements to balance the experience level on a shift can be used to select either a more experienced, or less experienced person.
- h No bumping is allowed or will result through the application of this section for changing shift or rest days.

#### Filling Open Positions on a Shift

- a Department management will determine if and when an open shift occurs and will be filled.
- b Patrol Command Staff will announce to department staff via e-mail to the DPS distribution list and will read an announcement at roll call.
- c Bargaining unit employees with the same job title who are interested in moving to the open shift will notify the Patrol Command Staff via e-mail that they are interested in the open shift.
- d Patrol Command Staff will review the occupational seniority of the interested employees in the same job title who stated an interest and will place the most senior employee in the same job title who stated an interest and who does not have active or pending performance, or attendance issues.
- e If the senior employee in the same job title who stated an interest declines the opportunity, the opportunity will be offered to the next most senior employee who does not have active or pending performance or attendance issues until the open position is filled.
- f If selection by seniority raises a specific need regarding the appropriate balance of skill, ability and experience required to meet departmental requirements, if needed the Department will initiate a discussion with the Union to agree upon an appropriate resolution of the need.
- e This process is not required for temporary changes to scheduled days off.
- f No bumping is allowed or will result through the application of this section for changing shift or rest days.

The seniority of an employee shall be broken and continuity of service shall be considered broken whenever one of the following conditions occurs:

- a. The employee is discharged for cause.
- b. The employee is absent from work for three (3) consecutive days without directly notifying the immediate supervisor or the person to whom the immediate supervisor reports and provided the failure to notify is not due to circumstances beyond the control of the employee.
- c. The employee voluntarily leaves the employment of the University.
- d. The employee is on layoff status for a period of twelve (12) consecutive months or fails to return from layoff in accordance with Article 9.
- e. The employee retires
- f. Failure to return to work from an approved leave of absence
- g. The employee is terminated for failure to successfully complete any training program required under law.
- h. The employee is terminated for failure to maintain any license or qualification required for the position in which the employee is employed.
- i. The employee fails to return to employment at Syracuse University following the expiration of Short-Term Disability Leave.
- j. The employee is out of work for twelve (12) consecutive calendar months. This provision does not restrict an arbitration decision from restoring seniority benefits.

#### **ARTICLE X LAYOFF AND RECALL**

The University shall have sole discretion to determine the need for, type, number and location of positions to be eliminated. If such a decision is made, the University will meet to discuss its decision with the Union prior to implementing the change.

In the event the University finds it necessary to lay off employees in the Department of Public Safety, the University will decide who will be affected based on its sole judgment on the skill, ability to perform and qualifications of the affected employees and may consider the seniority of affected employees by a layoff.

In instances where the skill, ability to perform and qualifications of the affected employees are not bearing on the layoff decision the least senior employee within the department and position affected by the layoff shall be laid off first.

If there are employees with less seniority in a bargaining unit position in the department previously held by the employee to be laid off, and the employee to be laid off has the requisite skills, qualifications and ability to perform the work, the employee to be laid off may displace the least senior employee in the previously held position.

A displacing employee shall be paid at the average rate of pay for that position. The displaced employee shall have all of the rights contained in this Article, unless the displaced employee is in a probationary status.

In the event of a layoff, the University will make a reasonable effort to provide as much notice as possible to affected employees and will provide no less than two (2) weeks notice.

Laid off employees shall be entitled to continue those benefits that are granted to other non-represented University non-exempt employees under University policy.

Employees on layoff status may receive assistance upon request from the Office of Human

Resources regarding awareness of and the appropriate process for applying to open positions on campus. It is understood that such assistance does not guarantee placement.

When bargaining unit positions within the affected department become available, employees shall be recalled in inverse order of layoff when the employee has the requisite skill, ability to perform and qualifications to perform the work. Notice of recall shall be sent to the employee at his/her last known home address by certified mail. The Union shall be notified at the same time.

When an employee returns from layoff to the same bargaining unit position, the employee shall be paid at his/her rate of pay upon layoff plus any increments that would have been paid had the employee never been laid off. If the employee returns to a lower paying position his/her rate of pay will be the average rate of pay for the position, no greater than those employees currently holding the position.

It is incumbent on employees to notify the department of any changes in address or short term availability while on layoff. If the employee fails to report for work within three (3) days from receipt of the recall notice, the employee's seniority shall be broken. The University will exercise its sole discretion in considering any extenuating circumstances preventing employees from returning from layoff in the prescribed three (3) day period for recall.

Recall rights shall expire one (1) year following the effective date of layoff

## **ARTICLE XI LABOR/MANAGEMENT COMMITTEE**

A joint labor/management committee shall be established, comprising representatives from the Union and the University to meet regularly at a mutually agreeable time and location. The purpose and intent of this joint labor management committee is to ensure open lines of communication and to provide a forum to address and resolve issues emerging from the newly forged working relationship between the University and Union. The committee will meet at least twice during each

academic year.

Standing Union committee members will include the Union President and up to two (2) bargaining unit members appointed by the Union President. Standing University committee members will include the Director of Staff Relations and Recruitment and/or designee and the designated representative from the Department of Public Safety. The term of appointed committee members should be no less than 1 year to ensure continuity and consistency.

Ad hoc participants may be added to the standing committee as needed by notification prior to the meeting and mutual consent of the University and Union.

## **ARTICLE XII PRODUCTIVITY**

The Union and the University recognize and agree that high standards of workmanship, efficiency, work quality and productivity are in the mutual best interests of both the University and the Union. To this end, the Union and University shall cooperate to promote improvement and sustain high levels of work quality and productivity.

## **ARTICLE XIII WORKFORCE CHANGES**

All employees shall be given at least ten (10) calendar days notice of pending long-term or seasonal changes to shifts, scheduled days off, transfers and/or reassignments unless such changes are temporary; in the event of uncontrollable or unforeseen emergency reasons for the change; or the changes were mutually agreed upon in advance.

No employee shall be rescheduled within the pay period solely for the purpose of avoiding overtime.

## **ARTICLE XIV HUMAN RESOURCE RECORDS**

The University shall collect and maintain the official human resource file on each employee. Human resource files are University property and shall be used for University related activities. Employee human resource files will be maintained in a secure manner. The University will comply with any court order to provide such records but otherwise does not share records with any party it deems unauthorized.

Employees may arrange to examine materials in their official human resources file by appointment and under supervision of the appropriate University administrator. Employees may respond to any document that is included in their human resource file and may add work related documents to the file with mutual consent of department management.

Employees may request a copy of documents contained within their human resources file and such requests will not be unreasonably denied. The University reserves the right to charge an employee a reasonable per copy fee for any such request that it deems excessive.



**ARTICLE XV  
NON-DISCRIMINATION**

The parties agree that there shall be no unlawful discrimination with respect to any bargaining unit member by reason of race, color, creed, ethnicity, religion, sex, gender identity/expression, sexual orientation, national origin, age, disability, veteran status, marital status, membership in the Union or any other status protected by law or by reason of the exercise of any rights conferred by this Agreement or the law by either the University or the Union.

**ARTICLE XVI  
HOURS OF WORK, OVERTIME AND PREMIUM PAY**

**Section 1**

The University reserves the right to determine and/or amend daily hours of work, weekly work schedules or standard work week and pay day in conformance with all sections of this agreement.

**Section 2**

The University reserves the right to require employees to work overtime or report on their scheduled hours or days off in conformance with all seniority rules established in this agreement.

- 1 . Nothing in this Agreement shall be construed as a guarantee or limitation of hours to be worked per day, per week, or for any other period of time, or as a limitation on the right of the Employer to require a reasonable amount of overtime work. The University reserves the right to determine and/or amend the daily hours of work, weekly work schedules or the standard work week and pay day and reserves the right to require employees to work overtime and/or report to work on their scheduled hours or days off, if necessary.
2. The normal workweek is 40 hours per week, scheduled consistent with the needs of the University. Since the Department of Public Safety operates normally on a seven (7) day schedule the daily and weekly work schedules may be changed from time to time to meet varying conditions.
3. Time and one half the regular rate of pay shall be paid for all hours worked in excess of forty (40) hours in any one workweek.
4. For purposes of computing overtime, paid vacations, paid personal time, or any other paid time off covered in this Agreement, except paid sick time, shall be considered time worked.
5. Employees covered by this Agreement required to work on any of the included holidays shall

be paid in addition to their holiday pay, if they are entitled thereto, one and one-half times their regular straight time hourly rate for each hour worked on such day.

6. Employees shall, if eligible in accordance with Section 4 above, be paid double their regular rate of pay for all work performed on their third scheduled day off.
7. When a holiday occurs during the normal work week, employees who are entitled to holiday pay shall be paid time and one-half for overtime work on Saturday, or the first scheduled day off for employees where Saturday is part of the scheduled work week, in the calendar week in which such holiday occurs. A floating holiday shall be treated in the same manner, except overtime pay will not be granted if an employee requests a floating holiday after having been informed of a planned overtime schedule.

### **Section 3 - Overtime Scheduling**

It is understood that the University may schedule overtime shifts for employees in the Department of Public Safety, at its discretion.

The University will make a reasonable effort to balance the overtime opportunities provided to employees sharing the same position in the Department of Public Safety on a yearly basis. In instances where Department management determines that voluntary overtime is available, the opportunity to work such overtime opportunities shall be rotated within job titles and shifts.

Overtime for officers assigned to special duties, including but not limited to bike patrol and field training officer, will be rotated among only those employees who are qualified and appropriately assigned.

This article does not affect overtime attached prior to or after the normal schedule. An employee may not refuse overtime when working on an assignment which must be completed for purposes of security, safety or proper documentation.

The Union recognizes that emergency overtime will occur and that the scheduling provisions of this article shall not apply in such cases.

### **Section 4 - Event Scheduling**

Pre-planned overtime will be scheduled at the start of the Fall and Spring semester, per the following process for recurring events. This process may also be used for events after the start of the Fall or Spring Semester for events when the Department has been provided ample notice.

Events will be prorated across the shift and a list of events will be provided to each shift supervisor. The shift supervisor will review the list of events with all employees assigned to the shift and will provide each employee with the opportunity to volunteer for one event in occupational seniority order, starting with the most senior employee on the shift. This process will be repeated until each employee has had an opportunity to select events and all events are covered. Employees are required to sign the event list when each event is selected and/or if the employee decides not to accept any of the events offered.

In cases where all events are not filled after all employees on the shift have been provided the opportunity to select events, the supervisor may seek volunteers to fill any unfilled events, or may schedule employees into the open events as required.

### **Section 5 - Voluntary Overtime**

Bargaining unit employees interested in working voluntary overtime will be placed on a list starting with the person with the most occupational seniority. This list will be maintained for the calendar year starting in January. Employees who are not interested in working voluntary overtime will be required to sign a waiver stating same at the beginning of each calendar year. This waiver does not exempt employees from scheduled overtime shifts. Newly hired bargaining unit employees will be added to the list and charged with overtime hours equal to the employee with the most overtime hours worked and refused .

Opportunities for overtime hours on each shift shall be identified by Department leadership and provided to officers on each shift selected for the purpose of handling the distribution of overtime hours. The officers will be responsible for the equitable and timely assignment of such overtime among the employees on the respective shifts. In the event the officer is absent, the shift supervisor will be responsible for the distribution of overtime.

### **Section 6 - Emergency Call-Back**

Employees required to return to work following their regularly scheduled work day but preceding their next regularly scheduled work day shall be paid a minimum of four (4) hours pay. It is understood that this excludes employees called in for hours attached at the beginning of their scheduled shift.

In instances where deadlines require that an employee is called back to complete paperwork that was not properly completed during the employees shift, the employee will be paid only for the time actually required to complete the work.

## **ARTICLE XVII MEAL BREAK AND REST PERIOD**

### **Section 1**

The University will comply with New York State law regarding meal breaks and rest periods. It is understood that, as necessitated by departmental emergency operations, rest periods and breaks may be temporarily suspended during a shift. Rest periods shall not be cumulative

## **ARTICLE XVIII WAGES**

### **Section 1**

All employees covered by this agreement will be paid at or above the minimum rate established for each job classification:

- a All eligible employees on the payroll as of July 1, 2014 will receive an across the board increase equal to the University pro-forma for merit increases for non-exempt employees. The increase will be effective retroactive to the first full pay period following July 1, 2014.
- b All eligible employees on the payroll as of July 1, 2015 will receive an across the board increase equal to the University pro-forma for merit increases for non-exempt employees. The increase will be distributed in the pay period immediately following July1, 2015.
- c All eligible employees on the payroll as of July 1, 2016 will receive and across the board

increase equal to the University pro-forma for merit increases for non-exempt employees. The increase will be distributed in the pay period immediately following July 1, 2016.

- d All eligible employees on the payroll as of July 1, 2017 will receive an across the board increase equal to the University pro-forma for merit increases for non-exempt employees. The increase will be distributed in the pay period immediately following July 1, 2017.
- e Newly hired Public Safety Officers that are hired at the PSO I level will receive a standard promotional increase, as determined by the department, upon successful completion of the academy and the field training program (FTP).
- f Employees who are promoted through the Excellence Levels process detailed in Section 2 of this article will receive a promotional increase amount as determined by the department. This increase will be effective in the pay period immediately following the start of the following fiscal year.

## **Section 2**

### Excellence Levels

The following process will be utilized at the sole discretion of the University and Department leadership to recognize and promote Community Service Officers and Public Safety Officers if and when the Department has determined it has the financial resources to support such promotions and when there are officers who have completed the necessary requirements to become eligible for such a promotion.

A promotion to a higher level under the Excellence Levels process requires that the officer has the requisite experience, education, performance and ability to handle the additional responsibilities required of the higher level as defined by the description of each level as determined by department leadership. The University reserves the right to place qualified newly hired employees at any level.

The Department will notify officers through the online posting process when opportunities for promotion are available. The department will make a good faith effort to post promotional opportunities six (6) to eight (8) weeks before the end of spring semester. Postings will include the specific qualifications and requirements of the posted position and will indicate that internal candidates will be given priority consideration. Selection for promotion to a higher level will be based on the experience, education, and ability and willingness to handle additional responsibilities of the candidates who have requested consideration for a promotion by completing an online application.

The University will establish Excellence Levels for each current classification and will seek input from the union prior to implementation. The Excellence Levels will detail the specific qualifications and requirements for each level. Current Excellence Levels can be found in Appendix 2. The University reserves the right to modify these levels and will seek input from the Union prior to implementation.

All employees will remain at the level they held at the time of ratification of this agreement. To progress to higher levels employees must participate through the process detailed in Article XVIII, Section 2 of this agreement. New employees will be placed at the appropriate level based on their experience, education, ability and willingness to handle required level responsibilities upon hire.

Employees who have completed the requirements that would qualify them for consideration for a higher classification in a year when no promotional opportunities are identified may submit a letter to the department detailing their achievement of the qualifications for verification and consideration by department leadership. In instances where the qualifications of candidates for the same promotional opportunity are equal, the employee whose qualifications have been verified first will be considered first.

If an opportunity for promotion is offered by the Department, the promotion will take place at the start of the following fiscal year. Employees who are selected for promotion will be provided an increase in pay as determined by the department which will include the negotiated increase for that year.

Employees are required to maintain all qualifications of the classification they hold. Promoted employees are required to complete a three (3) month trial period in the new position. An employee may opt out of the responsibilities of the higher classification and decide to move back to the level and rate of pay he/she held prior to the promotion. If an employee fails the trial period he/she will be moved back to the level and rate of pay he/she held prior to the promotion.

## **ARTICLE XIX EMPLOYEE BENEFITS**

### **Section 1**

The University will provide the bargaining unit employees in the Department of Public Safety continued eligibility for the non-exempt benefit plans and benefits offered to other non-represented, non-exempt University employees through the life of this Agreement on the same terms as those benefits plans are offered to other non-represented, non-exempt employees of the University.

### **Section 2**

If, during the term of this Agreement, there is a change in content or cost of any of the employee benefit plans and/or the benefits offered to non-represented, non-exempt employees, or the establishment of a new employee benefit plans or benefits, or the reduction or elimination of employee benefit plans or benefits for non-represented, non-exempt employees of the University, such changes of content and/or cost, new benefit(s), or reduction or elimination of benefits shall be concurrently implemented for the employees covered by this Agreement.

### **Section 3**

The Employer has the sole authority to make all decisions regarding the establishment, level, content and cost of employee benefits. In the event of such changes to employee benefits, the University will notify the Union of such changes prior to their implementation. The Union acknowledges and agrees that Article shall constitute a clear and unmistakable waiver of any right to bargain it may have prior to the University making changes to the employee benefits plans and benefits for bargaining unit employees as long as those same changes are also implemented for other non-represented, non-exempt employees of the University.

### **Section 4**

Benefits covered by this Article may include, but are not limited to:

- AD+D Insurance
- Adoption Assistance
- Dental Insurance
- Disability Benefit Plan
- Faculty & Staff Assistance Program (EAP)

- Flexible Spending Accounts
- Floating Holidays
- Holidays
- Home/Auto Insurance
- Leaves with Pay
- Leaves without Pay
- Life Insurance
- Long-term Care Insurance
- Long-term Disability Insurance
- Medical Insurance
- Military Leave
- Paid Time Off (including Jury Duty, Funeral Leave, Vacation)
- Personal Days
- Prescription Plan
- Retirement Plan
- Tuition Benefits - Dependent and Remitted

**Section 5 -Vacation**

Vacation with pay shall be granted to Department of Public Safety employees covered by this agreement in accordance with the parity language set forth in Article XIX; sections 1, 2 and 3. The following schedule and subject to the qualifying requirements set forth herein.

The University's fiscal year runs from July 1 through June 30. A new allotment of vacation is awarded each July 1st and, as a general rule, must be used by the following June 30th. The vacation eligibility for regular part-time employees will be pro-rated. Employees hired on or after the beginning of the fiscal year will become eligible for vacation pay at the beginning of the next fiscal year.

Below is the current vacation schedule subject to the parity language in Article XIX; sections 1, 2 and 3.

**Annual Number of Vacation Hours**

Upon reaching July 1 following the date Of hire – 1-4 years of service	80 Hours
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11th anniversary falls	128 hours
12th anniversary falls	136 hours
13th anniversary falls	144 hours
14th anniversary falls	152 hours
15th anniversary falls	160 hours
16th anniversary falls	168 hours
17th anniversary falls	176 hours
18th anniversary falls	184 hours
19th anniversary falls	192 hours
20th anniversary falls	200 hours
Upon reaching the fiscal year in which	
	240 hours
the 30th anniversary falls	

Newly hired employees are eligible to use accrued vacation leave after twelve (12) months of continuous service at the University. However, with the supervisor's approval, employees may use accrued vacation after six (6) months. If the employee terminates prior to completing twelve (12) months of service, the amount of vacation paid will be deducted from the employee's final paycheck.

Vacation pay will be calculated as the regular straight time hourly rate the employee would receive if the employee had worked multiplied by the number of work hours per week or day in the employee's normal schedule. It is understood that the time off provided is to be taken in increments that match the normal work schedule of the individual requesting the time. No more than one (1) week's vacation shall be used in less than full day increments.

Vacation time must be scheduled by mutual agreement of the employee and his/her supervisor. An employee must request, in writing, permission to use vacation time. Written requests for vacation time shall be submitted to the employee's supervisor as soon as reasonably possible prior to the time to be taken off. The employee shall receive a copy of the approval or rejection within a reasonable period of time.

Any requests for vacation leave will be granted on a first come, first served basis in keeping with Department staffing needs. When multiple vacation requests for the same period are simultaneously received, approvals will be granted by length of seniority, with the highest bargaining unit seniority employee given first preference.

Once approved, the employee must take the vacation on the date(s) for which it was approved unless the parties mutually agree to the rescheduling of this vacation.

Generally, no vacation time will be granted to an employee who has not worked in the fiscal year in which such vacation is to be taken. Normally, pay in lieu of vacation will not be granted.

If a University Holiday falls within an employee's vacation period, the day shall not count as a vacation day on the employee's record. If an employee is on vacation when the University declares an unscheduled day off (e.g., inclement weather) the employee shall continue to use vacation time for that day and will not be given an additional day off.

Unused vacation time as of June 30th may not be reimbursed or carried forward to the next fiscal year. However, in rare special circumstances, unused vacation time may be carried over with the written consent of the Department Head and the Chief Human Resources Officer. The decision of the Chief Human Resources Officer is final and is not subject to the grievance process.

### **Section 6 - Sick Leave**

Sick Leave shall be granted to Department of Public Safety employees covered by this agreement in accordance with the parity language set forth in Article 20; sections 1, 2 and 3. The University will provide paid time off to be used for absence due to personal illness or injury or the illness or injury of a child, spouse/same sex domestic partner or parent. Full-time employees will be credited with paid time off equivalent to forty eight (48) hours at the beginning of each fiscal year. Regular part-time employees will receive the equivalent amount of paid time off pro-rated for their part-time schedule.

Full-time employees hired on or after the beginning of the fiscal year will accrue eight (8) hours of paid time off every three months until the beginning of the following fiscal year. Regular part-time employees will accrue the equivalent amount of paid time off pro-rated for their part-time schedule until the beginning of the following fiscal year.

Eligible employees actively employed at the end of the fiscal year and who have not used all of their accrued paid time off will receive a cash bonus at the rate of one half hour for each unused hour up to a maximum of twenty four (24) hours. The cash bonus will be calculated at the hourly rate in effect as of the last full week in June.

The sick bonus will not be paid for unused days that were accrued from the date of hire through the end of the fiscal year. The bonus will only be paid to staff who were actively employed for an entire fiscal year.

The University reserves the right to establish attendance standards. Abuse of sick leave and/or continual poor attendance may result in the employee being subject to disciplinary action including termination.

Employees returning to work after an extended illness may be required, prior to and as a condition of return to work, to have a physical examination by a physician designated by the University to establish that the employee is able to return to work.

### **Section 7 - Holidays**

The University shall observe the holidays as identified in the Schedule of University Holidays for employees covered by this agreement in accordance with the parity language set forth in Article XIX; sections 1, 2 and 3.

New Years Day  
Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Day



Two holidays will be granted at varying times dependent on the University's schedule

Each year the Office of Human Resources shall announce the specific calendar days on which holidays shall be observed. Holidays which fall on Saturdays or Sundays shall be designated by the University for observance on a weekday.

### **Section 8 - Holiday Pay**

Holiday pay shall be granted to Department of Public Safety employees covered by this agreement in accordance with the parity language set forth in Article XIX; sections 1, 2 and 3.

Benefits eligible staff employees are eligible upon employment for paid University holidays and bonus holidays as identified in the Schedule of University Holidays.

To qualify for holiday pay, eligible employees must work on the workdays preceding and following the holiday. Absence on the last scheduled working day before or the first scheduled working day after the holiday will make the employee ineligible for pay for the holiday.

When a holiday falls on a regularly scheduled day off, Employees who are not scheduled to work on the holiday will not be paid for holidays.

### **Section 9 - Pay for Holiday Worked**

Employees who are required to work on a University holiday will receive pay at time and a half their normal rate for hours actually worked on that holiday plus holiday pay.

Any employee who is scheduled to work on a holiday and fails to report to work shall forfeit holiday pay and be subject to disciplinary action, unless the employee is able to substantiate a reasonable cause for absence.

Any employee scheduled to work on Christmas Day will be provided the option to work at time and a half their regular rate of pay plus holiday pay per standard practice or, work the day at time and a half their regular rate of pay and take a future day off with pay within the fiscal year.

### **Section 10 – Line of Duty Disability Benefit**

In the event that a Syracuse University Peace Officer (“Officer”) experiences a disability that causes the Officer to be absent from work as a direct result of a “heightened risk injury,” the Officer may qualify for a Line of Duty Disability Benefit.

The determination of “heightened risk injury” will be at the sole discretion of Syracuse University and will be based on, but not limited to, the following criteria, including input from the Department of Public Safety administration:

- the injury occurred during a response to a dispatched call or as the specific result of an officer-initiated response to an incident that the Officer called in to the emergency communications center; and the response to the incident is the authorized responsibility of the Officer; and the Officer was responding appropriately within the scope of his or her training and authority; or
- the Officer was physically attacked as the result of his or her law enforcement status.

The Line of Duty Disability Benefit will be consistent with and administered through the Syracuse University Salary Continuation Plan as that plan may be amended from time to time.

On-the-job injuries that are not the result of a qualified “heightened risk injury” will be handled as workers’ compensation claims, including but not limited to motor vehicle accidents that occur during non-incident response patrols or other duties.

These benefits will be coordinated with New York State Workers Compensation Benefits and employees will not be allowed to collect double benefits (i.e. no double dipping). To the extent an employee collects workers compensation benefits, those may serve as an offset to the benefits under this provision or may need to be signed over to the University to ensure no double dipping under this provision.

This article is in force for the length of the CBA.

### **Section 11 – Line of Duty Death Benefit**

In the event that a Syracuse University Peace Officer (“Officer”) is killed as a direct result of a “heightened risk incident,” the University may award a Line of Duty Death Benefit.

The determination of “heightened risk incident” will be at the sole discretion of Syracuse University and will be based on, but not limited to, the following criteria, including input from the Department of Public Safety administration:

- the incident occurred during a response to a dispatched call or as the specific result of an officer-initiated response to an incident that the Officer called in to the emergency communications center; and the response to the incident is the authorized responsibility of the Officer; and the Officer was responding appropriately within the scope of his or her training and authority; or
  - the Officer was physically attacked as the result of his or her law enforcement status.
- The Line of Duty Death Benefit will be awarded if the University determines that the death was the result of a qualified “heightened risk incident” and the survivors of the Officer have applied for benefits through the federal Public Safety Officers’ Benefits Act and any other potentially available federal benefit program. The amount of the Line of Duty Death Benefit will be \$25,000. It will be distributed to the beneficiary or beneficiaries designated in the Officer’s University-sponsored basic life insurance benefit at the time of death.

This article is in force for the length of the CBA.

## **ARTICLE XX FUNERAL LEAVE**

### **Section 1**

The University agrees that up to three (3) days of leave, with pay for which the employees the employee would otherwise be scheduled to work will be authorized to use funeral leave time within five (5) days of the date of the death of the immediate family member.

### **Section 2**

The immediate family includes; spouse/partner, mother, father, children, siblings, mother/father in-law, brother/sister in-law and grandparents.

**ARTICLE XXI  
UNIFORMS AND EQUIPMENT**

**Section 1**

The University reserves its sole discretion to make rules pertaining to employees dress, equipment, and appearance including the discretion to determine the need and the use of equipment necessary to the performance of job duties.

**Section 2**

The University shall normally issue required uniforms and equipment and will include a full issue of all uniforms. Issued apparel and equipment shall be replaced by the University as needed at the department's discretion, and shall be of professional quality.

The University will, at its discretion, select and make available upgrades to uniform apparel and provide employees the option to purchase these upgraded items at their own cost. It is understood that the employee will be responsible for all additional costs in excess of the cost of the standard issued uniform item.

**Section 3**

No officer will be directed to operate or use known unsafe equipment.

**Section 4**

Issued or approved equipment or apparel that is negligently lost or negligently damaged shall be replaced at the expense of the employee and as such, may be cause for discipline.

**Section 5**

All department-issued apparel, equipment, and other university property shall be returned upon termination of employment. This article is not subject to the parity article.

**ARTICLE XXII  
LICENSING REQUIREMENTS**

**Section 1**

Employees in the Department of Public Safety are expected to maintain eligibility for all licenses required of the position and title held. Failure to maintain eligibility for such licenses may be grounds for reassignment or dismissal at the University's discretion. The cost of all required fees and licenses, except a driver's license, will be paid by the University. This article is not subject to the parity article.

**ARTICLE XXIII  
INDEMNIFICATION**

Syracuse University agrees to cover all bargaining unit members employed in the Department of Public Safety under the Syracuse University Employee Indemnification Policy (dated January 6, 2014). The University will notify the Union of any change in this policy if and when such a change is being implemented.

**ARTICLE XXIV  
DEPARTMENTAL INVESTIGATION**

When a complaint is filed that leads to an investigation involving a bargaining unit employee Department Management shall conduct as comprehensive an investigation as it deems necessary. Bargaining unit members shall fully cooperate in all aspects of such investigations. All investigations shall be conducted in a fair and reasonable manner. If employee is the subject of the investigation, the employee is entitled to union representation, upon request, at any step of the investigation.

**ARTICLE XXV  
DRUG AND ALCOHOL POLICY**

The Parties recognize that the use of controlled substances or alcohol, which cause intoxication or impairment on-the-job poses specific risks to the University, the affected employee, his/her co-workers, and the campus community. An employee cannot perform his/her work adequately if he/she is under the influence of illegal drugs or alcohol, and an employee under the influence of drugs or alcohol also presents a danger to himself/herself and to others. Unlawful use of drugs and the abuse of alcohol when not on duty raises serious questions concerning the employee's competency to perform law enforcement and/or security work and is grounds for revocation of his/her firearms permit. It is the University's policy to maintain a drug-free workplace. The University and the Union agree to the Drug and Alcohol Policy attached hereto (Appendix 1) and incorporated in this Agreement.

**ARTICLE XXVI  
SEPARABILITY**

It is the intention of the parties that the articles, sections, paragraphs, sentences and clauses in this Agreement are subject to applicable federal, state and local law and are severable. In the event that any provision of this Agreement is unlawful under federal, state or local law or an applicable court or administrative order or ruling, that provision shall be null and void, and the remainder of the Agreement shall continue in full force and effect. Either party may request to negotiate a legal substitute provision in the event a provision is null and void under this paragraph

**ARTICLE XXVII  
DURATION OF AGREEMENT**

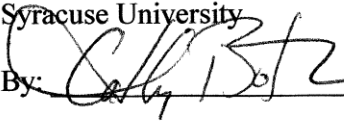
The agreement shall become effective on June 16, 2014, and shall remain in full force and effect until midnight December 22, 2017 and shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to any termination date either party serves written notice on the other of its desire to amend or modify the Agreement.


**Application of Contract**

The undersigned are fully authorized representatives of Syracuse University and Syracuse University Department of Public Safety Officers and hereto have executed this Agreement on the date and year indicated below:


SUDPSO

By:  Date: 5/30/14

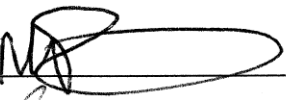
Syracuse University  
By:  Date: 5/30/14

By:  Date: 30 May 14


By:  Date: 6/3/14

By:  Date: 4/3/14

By:  Date: 6/3/14

By:  Date: 6/3/14

By:  Date: 8/1/14

By:  Date: 6/16/2014

2289182.1 3/15/2014

## Appendix 1

### Syracuse University Department of Public Safety Alcohol and Drug Policy

#### I. Purpose and Policy

The Syracuse University Department of Public Safety (the "Department") values its employees, and is committed to providing them with a safe and healthy work environment. Consistent with this commitment, the Department adopts this alcohol and drug policy in order to establish and maintain a work environment that is free from the effects of drugs and alcohol. Employees who become involved in the use of drugs and abuse of alcohol are less productive and can be a hindrance to the effective functioning of their co-employees and the Department. Further, such employees present a risk to the safety and security of their fellow team members, as well as the other employees of the Department. Therefore, it is the policy of the Department not to employ individuals engaged in the current illegal use of drugs, or in the legal use of alcohol that impacts upon the Department's work environment. The following policy shall go into effect immediately.

#### II. Standards of Conduct

A. No employee of the Department shall use, consume, unlawfully possess, sell, or distribute alcohol, drugs, or drug paraphernalia, or be under the influence of, or impaired by alcohol or drugs on Syracuse University property (including while in Department vehicles) or while engaged in Department business, with the exception of lawful, off-duty use or possession of alcohol on University property in a manner that does not affect the employee's ability to do his/her job or adversely affect the Department. For purposes of this policy, the term "drugs" shall include, but shall not be limited to, the following substances: narcotics, controlled substances, intoxicants, inhalants, stimulants, depressants, hallucinogens, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, "look-alike drugs," "designer drugs," and drugs that are legally obtainable but that have been obtained without authorization ~. without a prescription) or that are used inappropriately~. not in accordance with the prescription}.

B. Off-duty use, consumption, possession, sale, or distribution of drugs or drug paraphernalia is prohibited. Off-duty use, consumption, possession, sale, or distribution of alcohol that adversely affects the employee's performance or adversely affects the interests or reputation of the Department is also prohibited.

C. Any employee exhibiting behavior, conduct, or personal or physical characteristics indicative of having used or consumed alcohol or drugs, or any employee who an the Department management team member has reasonable grounds to suspect has used alcohol or drugs, shall be prohibited from working, pending the results of tests conducted in accordance with Section III of this policy. A positive test result will subject the employee to discipline in accordance with Section IV of this policy.

D. No employee shall refuse to be tested for alcohol or drugs in accordance with Section III of this policy. A refusal to be tested includes a failure to produce the necessary sample for drug or alcohol testing and any other failure to cooperate with testing procedures.

E. Employees shall report to the Department all criminal alcohol-related and drug-related convictions within five days.

F. Employees using drugs prescribed under the direction of a physician shall advise a member of the management team if, as a result of taking such prescription, they have reason to believe that the performance of their duties will be adversely affected. Upon receipt of such information, the Department reserves the right to designate a physician to assist in deciding whether the employee is fit for duty.

G. The Department reserves the right to inspect and search all University property, as well as each employee's personal property on University premises, for alcohol and drugs. No employee shall refuse to submit to, or otherwise impede, any inspection or search.

### III. **Drug and Alcohol Testing**

#### A. Testing Circumstances

The Department may, in its sole discretion, conduct pre-duty, post-accident, reasonable suspicion, random, and return-to-duty alcohol and drug testing. Employees will be subject to testing only while on duty or while on University property (including while in University vehicles or immediately after driving University vehicles). The results of such tests may be retained by the Department and are the property of the Department.

1. Pre-duty testing may be conducted by the Department after a conditional offer of employment has been extended and before an applicant commences his/her employment with the Department. A positive pre-duty test result, or a refusal to be tested, will result in disqualification from employment, regardless of an applicant's participation, or willingness to participate, in a rehabilitation program.

2. Post-accident testing may be conducted when an employee has been involved in an accident on (or in) University property or while on University business.

3. An employee may be subject to reasonable suspicion drug testing whenever a Department management team member has grounds to suspect that the employee has used, or is under the influence of, drugs. An employee may be subject to reasonable suspicion alcohol testing whenever a Department management team member has grounds to suspect that the employee has used, or is under the influence of, alcohol while on (or in) University property or on University business.

4. Random testing may be conducted periodically at the discretion of the Department on dates and at times to be determined by the Department. If random testing is put into effect, the tests will be conducted randomly in ratios to be determined by the Department. All employees shall be eligible to be selected for each random test period determined by the Department. Therefore, an employee may be selected for testing multiple times during any year, provided a random selection method is used.

5. Return-to-duty testing may be conducted when an employee, who received any form of discipline short of termination for violating the Standards of Conduct set forth in this policy, is about to return to duty after completion of a prescribed substance abuse counseling program, or after serving a suspension. Return-to-duty testing may also be conducted when an employee voluntarily seeks treatment for a substance abuse problem, and is about to return to duty after obtaining such treatment. Employees subject to return-to-duty testing must agree, as a condition of their return that they will also be subject to random discretionary drug and/or alcohol testing during a period not to exceed 24 months immediately following the date of return.



## B. Drug Testing Procedures

1. When the Department determines that an employee is required to undergo a drug test, the individual will provide a urine, blood, hair, or other sample that may be used in a generally acceptable testing method at a certified collection site .

2. The sample will be subject to preliminary screening. Any positive result from the preliminary screening will be subject to confirmatory testing.

3. A positive test result for drugs, confirmed by a confirming test, is proof that an employee or applicant has violated the Standards of Conduct set forth in Section II of this policy. This proof may be rebutted by the employee if the employee can show a legitimate reason for the positive test result. An employee who tests positive for drugs will be contacted by a Medical Review Officer ("MRO"), and will be given an opportunity to demonstrate that the positive test result was caused by the use of prescribed drugs under the direction of a physician or caused by some other legitimate reason. The Department will make the final determination as to whether there is a legitimate explanation for a positive test result. An employee who neglected to notify a management team member of the possible adverse effects of prescribed drug use under the direction of a physician may be subject to discipline, even if the result of a positive drug test result is explained by prescription drug use.

## C. Alcohol Testing Procedures

1. When the Department determines that an employee is required to undergo an alcohol test, the employee will provide a breath, blood, or other sample that may be used in a generally acceptable testing method to an alcohol testing technician at a site designated by the Department. The sample will be used to test the breath sample to determine the employee's blood alcohol content. A confirmed alcohol test result which reveals a blood alcohol content of .04 or greater will be deemed proof that an employee has violated the Standards of Conduct set forth in Section II of this policy. In addition, test results conducted by local, state, or federal officials, which reveal that the employee had a blood alcohol content of .04 or greater while operating a motor vehicle while on University business will be deemed proof that the employee has violated the Standards of Conduct set forth in Section II of this policy.

## IV. Disciplinary Measures

A. Employees found to have violated the Standards of Conduct set forth in Section II of this policy shall be subject to discipline, up to and including discharge.

B. The Department may also require employees who violate this policy to participate in, and successfully complete, an alcohol or drug rehabilitation program. Refusal to participate in, or failure to successfully complete, an alcohol or drug rehabilitation program may itself be grounds for discipline, up to and including discharge.

C. The Department may, in its sole discretion, grant a medical leave of absence for rehabilitation to employees who seek assistance with drug or alcohol problems before these problems lead to disciplinary action. Employees who need confidential help with a drug or

alcohol problem should contact the Faculty and Staff Assistance Program (FSAP) at 443-1087, Human Resources, or Department management. An employee's decision to seek professional assistance for an alcohol-related or drug-related problem will not be used as the basis for discipline, or used against the employee in any disciplinary action. On the other hand, the fact that an employee has sought treatment will not be a defense to the imposition of discipline where the facts establish that the employee has violated the Standards of Conduct set forth in Section II of this policy.

D. In addition to imposing discipline and requiring participation in a drug or alcohol rehabilitation program, the Department may refer employees who violate this policy to the appropriate authorities for prosecution.

#### **V. Confidentiality**

A Medical records of an employee with an alcohol-related or drug-related problem will be subject to the same confidentiality standards as all other medical records.

B. Any employee who is tested will have the right, upon request, to see the results of his/her test.

#### **VI. Notice to Employees**

A Each the Department employee will be provided with a copy of this policy and will be required to acknowledge in writing, as a condition of continued employment, his/her receipt of the policy and agreement to abide by this policy.

B. This alcohol and drug policy supersedes any other University policy or practice on this subject. Any questions about this policy should be directed to Department management or the Office of the Director of Staff Relations and Recruitment.

## **ACKNOWLEDGMENT**

I certify that I have received and read the Syracuse University Department of Public Safety Alcohol and Drug Policy, and that I understand its contents.

I understand that I may be subject to testing for alcohol and drugs at the Department's discretion under this policy. I also understand that violation of the Standards of Conduct specified in this policy may subject me to disciplinary action up to and including discharge.

I have been advised about the dangers of alcohol and drug abuse in the workplace, about the Department's commitment to maintaining a work environment free from the effects of drugs and alcohol, and about the penalties that may be imposed on employees for violations of this policy.

I understand that in the event of a post-accident positive test result, the test result may also be given to the University's Workers' Compensation carrier.

Employee Signature

Date

Employee Name (Printed)

Department Official Signature

Date

Department Official Name (Printed)

## **Appendix 2**

### Public Safety Officers- Levels I to IV

#### Public Safety Officer I

- Academy and field trainee

#### Public Safety Officer II

- Certified as a Peace Officer
- Performs basic community policing, law enforcement and initial patrol investigation
- Often requires supervision/guidance

#### Public Safety Officer III

- Minimum four years' experience as a campus peace officer or police officer
- New hire with minimum of 30 college credit hours; existing officer with a minimum of 12 college credit hours earned since hire (other than DPS training); or existing officer with a minimum of 30 college credit hours, or has completed 7 years of satisfactory service
- Satisfactory or better performance appraisals for each of the previous three years in DPS
- Attended all in-service training for previous three years (no unexcused absences) and passed the post in-service training knowledge and performance proficiency exam.
- Successfully completed at least 2 specialized DPS, professional law enforcement, and/or DCJS training programs
- Performs advanced community policing, law enforcement tasks and initial patrol investigation tasks
- Works independently in most instances, requires little direction from a supervisor
- Leads other officers on scene when supervisors are unavailable
- Trains and mentors recruits

#### Public Safety Officer IV

- PSO III status and completed 7 satisfactory years of service; or PSO II and 15 years of satisfactory service
- Demonstrates working knowledge of applicable criminal statutes, University and departmental policies and procedures.
- Performs advanced community policing, law enforcement, and initial patrol investigation tasks
- Requires little supervision or follow up from a supervisor
- Leads other officers on scene when supervisors are unavailable
- Seeks out opportunities for additional responsibility
- Trains and mentors recruits
- Performs as a Field Training Officer, Certified Classroom Instructor, Acting Supervisor or Officer in Charge

### **Community Service Officer- Levels I to IV**

#### Community Service Officer I

- NYS Security Guard Training and field trainee

#### Community Service Officer II

- Performs basic community service and security tasks
- Often requires supervision guidance
- Certified as a NYS Security Guard; completed field training and probationary period
- Trained to assist in dispatch operations

#### Community Service Officer III

- Performs advanced community service and security tasks
- Requires little supervision or follow up from a supervisor
- Leads other officers in security functions when supervisors are unavailable
- Trains and mentors recruit Community Service Officers
- Minimum of 4 years' experience as a licensed security guard, law enforcement communications officer or law enforcement officer
- New hire with minimum of 30 college credit hours; existing officer with a minimum of 12 college credit hours earned since hire (other than DPS training); or existing officer with a minimum of 30 college credit hours
- Satisfactory or better performance appraisals for each of previous 3 years, or completed 7 years of satisfactory service
- Attended all in-service training for previous three years (no unexcused absences) and passed the post in-service training knowledge and performance proficiency exam.
- Attended at least 2 specialized security, emergency preparedness or related training programs offered by DPS, professional law enforcement or security association, or through a police academy or DCJS

#### Community Service Officer IV

- Performs advanced community service and security tasks
- Requires little supervision or follow up from a supervisor
- Leads other officers in security functions when supervisors are unavailable
- Trains and mentors recruit Community Service Officers
- Seeks out additional responsibilities
- CSO III status and 7 years of satisfactory service, or CSO II and 15 years of satisfactory service.
- Demonstrates working knowledge of applicable criminal statutes, University and departmental policies and procedures.

## Memo of Agreement

### A. Excellence Levels

- The University will fund the Excellence Levels for promotions in July 2014, on the following terms:
  - All bargaining unit employees in the Public Safety Officer II title may apply to become a Public Safety Officer III or Public Safety Officer IV effective July 1, 2014 based upon the criteria set forth in Appendix 2 of the CBA and in accordance with the process set forth below.
  - The Department of Public Safety will promote no less than 20 positions to a Public Safety Officer III or Public Safety Officer IV , based on meeting the qualification set forth in the Steps to Excellence.
  - Successful candidates for the Public Safety Officer III position will receive a base salary for the period of July 1, 2014-June 30, 2015 of the greater of (1) \$42,000 or (2) their current 2013-14 salary increased by the pro forma for 2014-15 and an additional \$750.
  - Successful candidates for the Public Safety Officer IV position will receive a base salary for the period of July 1, 2014-June 30, 2015 of the greater of (1) \$46,000 or (2) their current 2013-14 salary increased by the pro forma for 2014-15 and an additional \$750.
  - Successful candidates for the Community Services Officer III position will receive a base salary for the period of July 1, 2014-June 30, 2015 of the greater of (1) \$28,000 or (2) their current 2013-14 salary increased by the pro forma for 2014-15 and an additional \$500.
  - Successful candidates for the Community Services Officer IV position will receive a base salary for the period of July 1, 2014-June 30, 2015 of the greater of (1) \$29,600 or (2) their current 2013-14 salary increased by the pro forma for 2014-15 and an additional \$500.
  
- Employees who are not eligible for a promotion to either a Public Safety Officer III or IV position effective July 1, 2014 will be eligible to receive the pro forma increase to their base salary for the period of July 1, 2014-June 30, 2015.
  
- Employees who are not eligible for a promotion to either a Community Services Officer III or IV position effective July 1, 2014 will be eligible to receive the pro forma increase to their base salary for the period of July 1, 2014-June 30, 2015.

- Those employees who meet the service requirements for PSO III and PSO IV during calendar year 2014 will be eligible for position upgrade in accordance with the provisions above effective on their anniversary date. This will only be the case for employees who pass a milestone service date during this calendar year. Employees on an active Last Chance Agreement will not be eligible for a position upgrade in accordance with the above, but will be eligible for consideration in future discretionary rounds of the Steps to Excellence.
- All eligible employees will receive an across the board increase equal to the University pro-forma, effective the beginning of each fiscal year for years two, three, and four of the collective bargaining agreement.
- The University retains the right to fund the Steps to Excellence program further in 2014, as well as in 2015, 2016, and/or 2017 to the extent that funds become available to fund the program. There is no commitment that funding will be available in those years.
- A Public Safety Officer III or Public Safety Officer IV who elects not to perform the duties of their position may be demoted and will receive a commensurate reduction in pay.
- A Community Services Officer III or Community Services Officer IV who elects not to perform the duties of their position may be demoted and will receive a commensurate reduction in pay.
- For the 2014 promotions, a Public Safety Officer II may be promoted directly to a Public Safety Officer III or Public Safety Officer IV position if qualified. In future years, a Public Safety Officer II may be promoted to a Public Safety Officer III for a period of time before they can be promoted to a Public Safety Officer IV position.
- For the 2014 promotions, a Community Services Officer may be promoted directly to a Community Services Officer III or Community Services Officer IV position if qualified. Prospectively, a Community Services Officer may be promoted to a Community Services Officer III for a period of time before they can be promoted to a Community Services Officer IV position.

B. Process to Apply for the Steps to Excellence for 2014

The process of the steps to excellence is to provide those who are eligible the opportunity of promotion for 2014 within their current classification.

All promotional opportunities will be posted on the online system. Interested individuals must complete an application and a detailed cover letter outlining what qualifies them for the opportunity. Each interested Officer may request a meeting with the appropriate DPS administrator to review the materials in their file and submit what they feel qualifies them for the promotion. Any additional documents the Officer would like to be considered which supports the criteria, can be submitted to the designated administrator within DPS during the posting period.

Each request for promotion will be reviewed by a committee consisting of DPS administrators and the Union President and Vice President or their designees. The employee will be given the opportunity of an interview with the committee where they may present their materials.

