

AGREEMENT

BETWEEN

SYRACUSE UNIVERSITY

AND

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 317**

DECEMBER 22, 2018 TO DECEMBER 21, 2021

TABLE OF CONTENTS

ARTICLE		PAGE
1	Recognition	2
2	Bargaining Unit	2
3	Productivity	3
4	Work Environment	3
5	Savings and Separability	3
6	Employee Organization Rights	4
7	Management Rights	7
8	Goals and Performance Appraisals	8
9	Seniority	9
10	Disciplinary Action	10
11	Grievances	12
12	Compensation	14
13	Hours of Work and Overtime	15
14	Employee Benefits	18
15	Vacation	19
16	Sick Leave	23
17	Holidays	24
18	Uniforms	25
19	Health and Safety	25
20	Personnel File	26
21	No Strike and No Lockout	26
22	Labor Management Committee	27
23	Duration of Agreement	28
24	Substance Abuse Testing	28
25	Application of Contract	29
APPENDIX	Union Dues Deduction Form	

ARTICLE 1
RECOGNITION

This agreement is made by and between TEAMSTERS LOCAL UNION 317 affiliated with the International Brotherhood of Teamsters and Teamsters Joint Council 18, hereinafter called the "Union", and SYRACUSE UNIVERSITY New York, hereinafter called the "University".

The University recognizes the International Brotherhood of Teamsters Union, Local 317 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, Cast # 3 –RC -11279, dated 15 October 2007.

The unit shall consist of all full-time and regular part-time employees in the Parking and Transit Services department who are classified as parking lot attendants, parking patrol officers, parking services technicians, data coordinators and office coordinators.

The unit shall exclude all temporary employees, event staff workers including Dome events, casual workers, student employees, confidential employees, guards and professional employees, managers and supervisors 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 is regularly scheduled to work and perform the non-event related duties of a parking lot attendant, parking patrol officer, parking services technician, data coordinator or office coordinator in weekly shifts and assignments normally assigned to full-time employees but less than full time for the Academic year.

ARTICLE 2
BARGAINING UNIT

Section 1 – Defined

The terms and conditions of this Agreement shall apply to all non-supervisory employees of the University performing work that traditionally has been and is presently assigned to the duties of bargaining unit employees.

ARTICLE 3
PRODUCTIVITY

The Union and the University recognize and agree that high standards of customer service, effectiveness, 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 identify employee development opportunities and promote improvement and sustain high levels of customer service, work quality and productivity.

ARTICLE 4
WORK ENVIRONMENT

The University and the Union agree that all employees should be provided a work environment that fosters mutual respect and professionalism and agree that all members of the campus community play a role to ensure such an environment exists. The University's policies are intended to support a safe, respectful, and ethical living, learning and work environment, in compliance with the University's mission and values and applicable state, local and federal law.

ARTICLE 5
SAVINGS AND SEPARABILITY

In the event that any article, section paragraph, clause or portion of this Agreement is found to be invalid or unenforceable under any applicable law or by Federal or State court or through governmental regulation, administrative law or decree, such action shall invalidate only the affected contract provision and not the entire agreement.

If any portion of this Agreement is found to be invalid or unenforceable by any authority as set forth above, the portion shall be made by mutual agreement of the parties to conform with the law, court, regulation or decree and otherwise the Agreement shall continue in full force and effect.

ARTICLE 6
EMPLOYEE ORGANIZATION RIGHTS

Section 1 – Union Security

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against an Employee with respect to such matter

Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligations along with the grant of equal benefits contained in this agreement.

In accordance with the policy set forth under this section, all employees shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union. This amount shall be limited to an amount of money equal to the Union's regular and usual initiation fee and monthly dues. For present employees, such payment shall commence thirty-one (31) days following the effective date or the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Section 2 – Dues and Other Deductions

Dues Check-off: Upon receipt of a completed and signed authorization form, the University agrees to deduct from the pay of all employees covered by this agreement the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions by the fifteenth (15th) of the month following the month for which the deduction was made.

The Union shall certify to the University in writing each month a list of its members working for the University who have furnished to the University

the required authorization, together with an itemized statement of dues, initiation fees, or uniform assessments owed and to be deducted for such month from the pay of such member. The University shall deduct the amount from the first paycheck following receipt of statement of certification of the member and remit to the Union in one lump sum.

The University shall provide a list of all employees added or removed from the bargaining unit within any calendar month.

Where an employee who is on Check-off is not on the payroll during the week in which they deduction is to be made, has either no or insufficient earnings during that week, or is on leave of absence, the employee shall make arrangements with the Union to pay such dues in advance.

Errors made in union dues or agency fee deductions resulting from errors made by the University will be corrected as necessary by the University. 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.

The union shall indemnify and hold the University harmless against any & all claims, demands, suits or other forms of liability (including the reasonable cost of defending same), that may arise out of, or by reason of, action taken or not taken by the University for the purpose of complying with any provision of this Article.

Section 3 – Inspection Privilege

The University agrees to provide access to the designated agent representing employees at the University with appropriate advance notice of the purpose and timing of visit to the Director of Staff Relations for the purpose of adjusting disputes and investigating working conditions. It is understood that the designated agent will have access only to those areas staffed by bargaining unit employees without disrupting the work or services of the University or department and agrees to adhere to all campus rules and regulations.

Section 4 – Stewards

The University recognizes the right of the Union to designate no more than three (3) Stewards or Alternates from the University's seniority list. The

authority of Steward and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a) The investigation and presentation of grievances to his/her supervisor or the designated University representative in accordance with the provisions of the collective bargaining agreement;
- b) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers.

Stewards and Alternates have no authority to take strike action, or any other action interrupting the University's business.

The University will provide a reasonable amount of time, but no more than a total of up to six (6) hours per week, for Stewards and the designated Alternates to investigate, present, and process grievances on the University's property without loss of time or pay during his/her regular working hours. It is understood that Stewards and Alternates will request and receive approval from their supervisor and appropriate relief prior to using this time. The University will not unreasonably deny or delay approval of such requests.

No more than six (6) hours per week in total will be authorized for such activity.

Union business time shall be charged for meetings requested by the Union, including Weingarten meetings. Union business shall not be charged for meetings requested by the University. The designated Stewards and Alternates shall be permitted to participate in contract negotiations on University property without loss of pay in addition to the six (6) hours provided above.

Section 5 – Non Discrimination

The parties agree that there shall be no discrimination with respect to any employee by reason of race, color, religion, sex, gender identity/expression, sexual orientation, national origin, age, disability, veteran status, marital or

domestic partner status, political affiliation, membership in the union or any other status protected by law or by reason of exercise of any rights conferred by this Agreement or the law by either the University or Union.

Section 6 – Bulletin Board

The University shall provide a bulletin board in a suitable work area for the posting of notices and other materials pertaining to official Union business by the employees and authorized representatives of the Union. The Union agrees to provide a copy of any such material to the Director of Staff Relations concurrent with posting.

ARTICLE 7 MANAGEMENT RIGHTS

Except as otherwise specifically provided herein and subject to terms of this Agreement, all rights, functions and prerogatives of management of management will remain vested in the University and are not limited by past practice, including but not limited to:

- the right to determine, establish, plan, direct and control the University's mission, policies, programs, objectives, activities, resources and priorities;
- the right to alter, reorganize, reduce, extend or discontinue any existing program, department, unit, school, college, facility and locale of operation;
- the right to determine or change job content, classify or reclassify positions and allocate new or existing positions;
- the right to make, modify and enforce reasonable rules and regulations, reasonable qualitative and quantitative standards of quality, reasonable standards of performance and reasonable standards to ensure the maintenance of order and efficiency;
- the right to make reasonable rules and regulations governing conduct and safety;
- the right to determine the number, qualifications and staffing mix of department staff;
- the right to recruit, hire, train, retain, evaluate, transfer, promote and demote with just cause, to layoff for lack of work or other

reasons, to discontinue jobs, to assign employees within and across department;

- the right to subcontract work provided that the University makes a reasonable attempt to avoid employee layoffs
- the right to determine hours and schedule and assignment of work;
- the right to establish or modify the academic and fiscal calendars, including holidays and holiday scheduling
- the right to discipline and/or discharge for just and adequate 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.

Though the University reserves the right to subcontract as stated above, and while there is no guarantee that regular employees will not be laid off, the University will make a reasonable effort to avoid employee layoffs resulting from subcontracting. If employees are laid off as a result of subcontracting, the University will make a good faith effort to help the affected employees identify and secure other opportunities for employment within the University.

Examples of such efforts include assistance from the Staff Relations and Recruitment function on the online employment site, resume preparation, interview skills and referrals to opportunities that meet the interest and qualifications of the affected employee(s).

ARTICLE 8

GOALS AND PERFORMANCE APPRAISALS

The University has the right to evaluate and manage the workplace performance and conduct of employees, consistent with its right to make, modify and enforce reasonable standards of performance.

The form of and method used for evaluations is within the sole discretion of the University. A copy of the employee's evaluation will be made available to the employee and to the union.

Non-disciplinary University determinations regarding employee performance are not subject to the grievance procedure set forth in Article 11, Grievances. However, as part of the evaluation process, employees will have an opportunity to submit a response that will be maintained in the employee's file. Discipline related to employee performance is subject to the grievance arbitration procedure set forth in Article 11, Grievances.

ARTICLE 9
SENIORITY

Section 1 – Seniority list

A list of employees arranged in order of their seniority shall be provided to the Union and shall include the seniority date of each employee. Within thirty days of the effective date of this agreement, the University shall forward a copy of this list to the Union. Upon making additions to and/or deletions from this list, the University shall within thirty (30) days forward a copy of the amended list to the Union.

Section 2 – Probation

A new employee who is hired shall work under the provisions of this Agreement. However, such employee shall be employed on a trial basis for ninety (90) work days, during which period he/she may be discharged without further recourse to the grievance process.

Upon completion of the probation period, such employee shall be placed on the regular seniority list and his/her seniority date shall revert back to his/her first date of employment.

Section 3 – Application of Seniority

The principle of bargaining unit seniority shall be used to resolve disputes involving, but not limited to, layoff, recall from layoff, bidding for jobs if applicable and vacation scheduling. The University shall utilize bargaining unit seniority, skill and ability in assessing applicants and making decisions on which employee is awarded a job through the job posting or bidding process.

Seniority shall be broken only by discharge for just and adequate cause, voluntary quit, retirement, leave of absence of more than one (1) year, or being on continuous layoff for a period equal to bargaining unit seniority up to a maximum of two (2) years. The period of time on layoff shall not count towards seniority.

ARTICLE 10
DISCIPLINARY ACTION

No employee who has completed the probation period shall be disciplined or discharged without just and adequate cause. All disciplinary actions will be subject to the grievance procedure (except as provided otherwise in the Contract).

The University reserves the right to establish reasonable rules and reasonable standards of performance for employees covered by this agreement, as provided in the management rights article. Failure to comply with these standards or any of the rules and standards of performance may result in discipline.

Any charge levied by the University against an employee must be substantiated.

Except in emergencies, the employee and the Union will be given copies of any charges levied by the University and any disciplinary action which is initiated as a result thereof. The University will forward copies of all such notices within five (5) days.

Disciplinary warnings and letters of counsel will be considered invalid (i.e., will not be used to increase the level of discipline) twenty-four (24) months from the date of the event which gave rise to the disciplinary action. The University agrees that reprimands are to be constructive in nature and shall not be issued in public.

No employee shall be disciplined or discharged more than thirty (30) calendar days excluding vacation time and other time away from work, after the event giving rise to the discipline or discharge. Cases that involve a pattern of behavior or outside investigation are not subject to this time limit.

The University shall retain the right to discipline or discharge if the University did not know or could have known of the event giving rise to the discipline or discharge, in which case, the discipline or discharge must be imposed within thirty (30) calendar days after the University knows, or should reasonably have known of the event. By mutual agreement of the University and the Union, the time limit for imposing discipline or discharge may be extended.

Except for work rule violations resulting in immediate termination or an employee, suspension review meetings will be scheduled within five (5) work days of the request by the Union to Staff Relations for a suspension review meeting. Whenever possible, within two (2) work days of the suspension, the University will provide the Union with the name, date of suspension, work rules violated and other pertinent information. Suspension review meetings will be held on campus and a Staff Relations representative and the Union shall agree on the date and time of each suspension review meeting. The Union is responsible for notifying the affected employee of the meeting date.

In the event that an employee who is required to hold a valid driver's license and drive as part of their job loses their license or has restrictions placed on their license, they will lose their ability to drive, per the Syracuse University Driving Policy and will be removed from their job. If there is an open position in Parking and Transit Services at the time the employee loses their ability to drive, they will be permitted to transfer into the open position, provided they possess the requisite skill and ability to perform the job. The employee shall not be permitted to displace any bargaining unit employee. If no open position is available, or the University and Union are unable to mutually agree upon an alternative remedy, the employee will be discharged. If an employee fails to notify the University of a change or restriction to their driver's license status, or knowingly operates a University vehicle with a restriction, suspended or revoked license, the employee will be subject to disciplinary action.

No recording devices of any kind shall be used during any disciplinary proceedings unless agreed to by the employee, the University, and the Union, or its authorized representative, and each such party received a copy of the recording.

ARTICLE 11
GRIEVANCES

Section 1 – A grievance shall be any matter involving interpretation or application of this contract and shall be subject to the following procedure:

Step 1 – A grievance must be first raised orally by the employee, with or without Union representation, to the employee’s immediate supervisor, or next level supervisor, within five (5) regular workdays of the event giving rise to the grievance. If the employee is unable to contact their supervisor directly, the Union may raise the issue orally on behalf of the employee within five (5) work days of the event giving rise to the grievance. The supervisor shall have five (5) regular workdays to investigate the matter and must provide a verbal response. The purpose of such notification is to communicate the problem and to create the opportunity for dialog to correct the problem giving rise to the grievance.

Step 2 – Within ten (10) regular work days of notice that the grievance was unresolved at Step 1, the grievance shall be reduced to writing, signed by the employee and/or the Union representative, and submitted to the employee’s appropriate department director. Within ten (10) regular workdays after timely receipt of the written grievance, the appropriate department director shall give a written answer to the employee and the Union.

Step 3 – Within five (5) regular workdays of notice that the grievance was unresolved at Step 2, the Union shall notify the University’s Chief Human Resources Officer or designee. The Union and the University’s Chief Human Resources Officer or designee shall meet at a time mutually convenient, for the purpose of resolving the dispute. This meeting shall be scheduled within ten (10) regular workdays following delivery of the department director’s written answer in Step 2. The University shall give a written decision to the Union within five (5) workdays after the date of the meeting at Step 3.

Step 4 – If no satisfactory settlement is made in Step 3, and if the grievance concerns an alleged University violation of an express provision of the Agreement, then the Union has thirty (30) calendar days after the receipt of the Step 3 decision to submit the matter in writing (copy to the University) to a mutually agreed upon arbitrator, or if none, to the American Arbitration Association (AAA) in accordance with its voluntary arbitration rules. If this does not result in the appointment of an arbitrator, the parties will request a second and, if necessary, a third list from the AAA and will follow the same process. However, if the second list does not result in the appointment of an arbitrator, the parties will rank every arbitrator on the third list. The decision of the arbitrator shall be final and binding on each party. Such arbitration shall be held, if possible, during normal work hours.

Section 2 – There shall be no consolidation of grievances for the purpose of arbitration (except by mutual agreement between the University and the Union). Each unresolved grievance shall be separately submitted to the mutually agreeable arbitrator or to the American Arbitration Association (AAA) and a separate arbitrator will be selected for each unresolved grievance.

Section 3 –The arbitrator shall have no power to add to, subtract or change any of the provisions of this Agreement nor shall the arbitrator have the power to imply any obligation not expressly set forth in this Agreement. If the incident which led to the arbitration involves a student or campus visitor, the University shall make a good faith effort to procure the person’s appearance at the arbitration hearing. If, despite those efforts, the person does not appear at the arbitration hearing, the arbitrator shall consider the totality of the University’s efforts to procure the person’s attendance, and weigh the evidence and its quality in making his/her decision and award. No award shall be effective retroactively beyond a date five days prior to the date the grievance was first raised orally with the supervisor (see Step 1).

Section 4 – The fees and expenses of the Arbitrator shall be the responsibility of the party that does not prevail in the arbitration.

Section 5 – Any settlement between the University and the Union at any stage of the grievance procedure shall be binding on the University, the Union and the aggrieved employee or employees.

Section 6 – Unless the grievance is raised, served in writing, referred, appealed, and submitted to arbitration within the time limits at each stage herein set forth, and which may be extended only by the written consent of both the University and the Union, it shall be deemed that the parties have waived the right to arbitration and the matter shall be deemed closed. If the University fails to respond to a grievance within the designated time periods the grievance will automatically be referred to the next step of the grievance process.

Section 7 – Employees other than Union Officers, stewards, alternatives or grievants, who are subpoenaed to an arbitration by the Union will be provided unpaid time off to attend.

**ARTICLE 12
COMPENSATION**

	Year 1	Year 2	Year 3
Effective Date	July 1, 2019*	July 1, 2020*	July 1, 2021*
Across the board increases	2.5% increase to base salary	2.5% increase to base salary	2.5% increase to base salary

*Effective date of the annual increase is either July 1 or the beginning of the fiscal year.

The minimum base rate for employees in Parking and Transit Services will be the greater of the current University Fair Wage rate or thirteen dollars and fourteen cents (\$13.14) per hour. Newly hired employees will not be hired at a rate higher than any employee in the same classification. Current Syracuse University administrative staff members who transfer into Office

Staff positions in Parking and Transit Services may be hired at their current rate of pay.

ur.

ARTICLE 13
HOURS OF WORK AND OVERTIME

Section 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.

Section 2 – The normal workweek for Field Staff (Parking Lot Attendants, Parking Patrol Officers and Parking Services Technicians) and Office Staff (Office Coordinator, Data Coordinators) is 40 hours per week. All employees are scheduled consistent with the needs of the University.

Office Staff will be scheduled for an eight-and-a-half (8 ½) hour shift with a half-hour unpaid lunch break.

The daily and weekly work schedules including the number of days and hours per day, and the schedules of positions or individuals, may be changed from time to time to meet varying conditions and to accommodate, among other things, four (4), six (6) or seven (7) day schedules.

For scheduling purposes, full-time employees and part-time employees will be handled as separate groups. The rules set forth in this agreement will apply to full-time and part-time employees within the schedules established for each group.

Section 3 – The University shall provide rest periods and lunch breaks in accordance with NYS law regarding meal breaks and rest periods, and past practice. Rest periods shall not be cumulative.

Section 4 – Overtime Pay

- a) Time and one half of the regular rate of pay shall be paid for all hours worked in excess of forty (40) hours in any one workweek.

- b) Time and one half the regular rate of pay shall be paid for hours worked in excess of forty (40) hours in any one workweek for time worked on the sixth day of work.
- c) Two times the regular rate of pay shall be paid for hours worked in excess of forty (40) hours of work in any one workweek for hours worked on the seventh day of work.
- d) 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.

Section 5 – Schedule Changes

- a) If changes are made to the schedule, the affected employees will be notified two (2) weeks prior to the change, if possible
- b) If more than one person is in a classification and shift involved in a schedule change, the changes will be made on the basis of preference. If more than one person desires the schedule change, the most senior employee will be granted the changed schedule. If not one desires the schedule change, the least senior qualified employee will be assigned the changed schedule.
- c) Employees will be polled by classification within the Field Staff or Office Staff for shift changes or when the scheduled days off change.

Section 6 – Overtime scheduling

It is understood that the University may schedule overtime shifts for employees in the Parking and Transit Services Department. The University agrees to make a reasonable effort to provide advance notice when possible prior to scheduling mandatory overtime.

The Parking and Transit Services Department retains the right to meet its overtime needs either by offering overtime on a voluntary basis, by scheduling mandatory overtime, by mandating the junior employee(s) on a given schedule or shift and/or by scheduling temporary employees. It is understood that the university may always augment the regular Parking and Transit Services staff with temporary employees provided that bargaining unit employees have been offered and refused the opportunity first.

Section 7 – Event Scheduling

Pre-planned overtime will be scheduled as it arises per the following process

The event schedule will be reviewed with each employee by their supervisor or department manager as it arises. The supervisor/manager will review the list of events with all employees assigned to the shift and will provide each employee with the opportunity to volunteer for events in 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. If the appropriate numbers of department employees are not secured using this process, the department reserves the right to mandate employees to work the required shifts.

The department will publish and post the event schedule once it is completed. It is understood that the start and end times of each event may be changed with minimal notice based on the needs of the University and sometimes beyond the control of the University.

Section 8 – Unplanned Overtime

The University reserves the right to determine if and when an overtime opportunity exists and reserves the right to meet unplanned overtime needs.

Section 9 – All employees must provide to their department a telephone number by which they can be personally contacted for emergencies and call-ins.

Section 10 – Reporting Pay

The University agrees that employees covered by this Agreement who are called back for an emergency, or are called in on a temporary assignment and report to work, shall be guaranteed a minimum of three (3) hours of pay or work at the prevailing rate of the job assigned. Employees scheduled for overtime in advance shall be guaranteed a minimum of two (2) hours pay or work at the prevailing rate of the job assigned. Any employee who refused assigned work shall not be eligible for this guaranteed minimum.

This section does not affect scheduled overtime attached prior to or after the normal schedule.

Section 11 – No employees shall be rescheduled within the pay period for the purpose of avoiding payment of overtime.

Section 12 – Bargaining unit employees shall be paid weekly according to the designated University pay calendar. Payday is normally on Wednesday.

Section 13 – Shift differential

Shift differential will be paid to employees who are regularly scheduled to work the second shift (starting at or after 11:00 a.m.. between Monday and Friday). The shift differential will be thirty-five cents (\$0.35) per hour and will be paid for the hours between 5:00 p.m. and 9:30 p.m. on the employee's regularly scheduled second shift. The shift differential will not be paid for work on days other than the employee's regularly scheduled second shift and will not be paid for special events such as dome events.

ARTICLE 14 EMPLOYEE BENEFITS

Section 1 – The University will provide the bargaining unit employees in the Parking and Transit Services 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 employees benefit plans and/or the benefits offered to non-represented, non-exempt employees, or the establishment of a new employee benefit plan or benefit, 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 benefits(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.

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

- AD+D Insurance
- Adoption Assistance
- Dental Insurance
- Disability Benefit Plan
- Flexible Spending Accounts
- Floating Holidays
- Holidays
- Leaves with Pay
- Leaves without Pay
- Life Insurance
- Long-term Care Insurance
- Medical Insurance
- Military Leave
- Paid Time Off (including Jury Duty, Funeral Leave, Vacation)
- Personal Days
- Prescription Plan
- Retirement Plan (TIAA-CREF)
- Same-sex Domestic Partner Benefits Policy
- Tuition Benefits – Dependent and Remitted
- Vision Plan

ARTICLE 15
VACATION

Section 1 – Vacation with pay shall be granted to Parking and Transit Services employees covered by this agreement in accordance with the parity language set forth in the Employee Benefits Article, the following schedule and subject to the qualifying requirements set forth herein.

Section 2 – Effective at the beginning of each fiscal year, all full time and/or regular part time employees already on the payroll will immediately be eligible for paid vacation. The vacation eligibility for regular part-time employees will be prorated based on the percentage of full-time effort per University Practice. 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.

Section 3 – Newly hired employees are eligible to use accrued vacation leave after twelve (12) months of continuous services 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 shall accrue for each straight time hour paid (up to a maximum of 80 hours during a biweekly period), according to the following rates.

Section 4 – Vacation pay will be calculated by multiplying the regular straight time hourly rate the employee would receive if the employee had worked 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.

Section 5 – Vacation time must be scheduled by mutual agreement of the employee and his/her supervisor. A new allotment of vacation is awarded each July 1st and, as a general rule, must be used by the following June 30th. Unused vacation at June 30th may not be reimbursed or carried toward to the next fiscal year.

Section 6 – In cases where an employee was not able to use their full allotment of vacation time due solely to department scheduling conflicts, the University will consider the extenuating circumstances if the request is put in writing to the Chief Human Resources Officer. The decision of the Chief Human Resources Officer is final and is not subject to the grievance process.

The current vacation schedule is subject to the parity language in the Employee Benefits Article is as follows:

Service	Work Days	Equivalent Hours (Office Staff)	Equivalent Hours (Field Staff)
Upon reaching July 1 following the date of hire			
1-4 years of service 10 days	10 days	80.0 hours	80.0 hours
5th anniversary falls	15 days	120.0 hours	120.0 hours
6th anniversary falls	15 days	120.0 hours	120.0 hours
7th anniversary falls	15 days	120.0 hours	120.0 hours
8th anniversary falls	15 days	120.0 hours	120.0 hours
9th anniversary falls	15 days	120.0 hours	120.0 hours
10th anniversary falls	15 days	120.0 hours	120.0 hours
11th anniversary falls	16 days	128.0 hours	128.0 hours
12th anniversary falls	17 days	136.0 hours	136.0 hours
13th anniversary falls	18 days	144.0 hours	144.0 hours
14th anniversary falls	19 days	152.0 hours	152.0 hours
15th anniversary falls	20 days	160.0 hours	160.0 hours
16th anniversary falls	21 days	168.0 hours	168.0 hours
17th anniversary falls	22 days	176.0 hours	176.0 hours
18th anniversary falls	23 days	184.0 hours	184.0 hours
19th anniversary falls	24 days	192.0 hours	192.0 hours
20th anniversary falls	25 days	200.0 hours	200.0 hours
Upon reaching the fiscal year in which the 30th anniversary falls	30 days	240.0 hours	240.0 hours

The University's fiscal year runs from July 1 through June 30.

Section 7 – The vacation year shall be the fiscal year, and vacation time-off may be taken at any time during the year that is mutually agreeable to the University and the employee. Normally, 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, paid in lieu of vacation will not be granted. Also, vacations cannot be accrued from year to year. No more than one (1) week's vacation shall be used in less than full day increments.

Section 8 – 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.

Section 9 – 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.

Section 10 – Upon termination, an employee shall have a right to receive payment for all unused vacation time, provided the employee has completed at least one year of continuous services. The payment will be made in a lump sum in the pay period following the last day of employment. All unused vacation will be paid in a lump sum when an employee retires.

Section 11 – An employee must request, in writing permission to use vacation time. Written requests for vacation time off 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.

Section 12 – 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 seniority employees 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.

ARTICLE 16
SICK LEAVE

Section 1 – Sick leave shall be granted to Parking and Transit Services employees covered by this agreement in accordance with the parity language set forth in Employee Benefits Article. 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 spouse or any eligible dependents.

Section 2 – At the beginning of each fiscal year full-time and regular part-time employees will be credited with six (6) days to be taken at full pay (or pro-rated for regular part-time employees). For the purposes of calculating the time off in this article it is understood that six (6) workdays is equal to forty-eight (48) hours for employees. . Regular part-time employees will receive the equivalent amount of paid time off pro-rated for their part-time schedule.

Section 3 – Time off provided for in this article is to be taken in increments that match the normal work schedule of the individual requesting the time. For example, a person working a five-day per week, eight (8) hour schedule will use eight (8) hours for each sick day used. A person working a four-day per week, ten (10) hour schedule will use ten (10) hours for each sick day used, until their full allotment of sick pay is exhausted.

Section 4 – 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 up to a maximum of forty-eight (48) hours. 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.

Section 5 – 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 the equivalent of three work days. The cash bonus will be calculated at the hourly rate in effect as of the last full week in June.

Section 6 – 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.

Section 7 – 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.

Section 8 – 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 the University physician to establish that the employee is no longer disabled.

ARTICLE 17
HOLIDAYS

The University shall observe the holidays listed below for employees covered by this agreement:

New Year's 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.

Benefits eligible employees are eligible upon employment for paid University holidays and bonus holidays. To qualify for holiday pay, eligible employees must be actively employed on the workdays preceding and following the holiday. That is, they must either work or be on an excused leave arranged in advance, both the day before and after the holiday in order to receive holiday pay.

Each year the Office of Human Resources shall announce the specific calendar days on which these holidays shall be observed. Holidays which

fall on Saturdays or Sundays shall be designated by the University for observance on a weekday.

ARTICLE 18
UNIFORMS

The University reserves the right to make rules pertaining to employee uniforms and appearance including the right to determine the need and the use of equipment necessary to perform job duties.

The University will issue uniforms for uniforms for Parking and Transit Services staff. As part of the work uniform, the University will provide boots to field staff at least every two years. At the University's sole discretion, boots may be replaced more frequently upon explicit authorization of the University's Associate Director or another official more senior to the Associate Director, reporting up the chain of command." Employees are expected to wear the appropriate uniform as directed by the University.

The Parking and Transit Services Department will allow a 'Teamsters Apparel day' for one (1) day per calendar year for employees represented by this collective bargaining agreement. The parties must both mutually agree on the appropriate date a minimum of 30 calendar days in advance. The Parking and Transit Services Management may deny the request for cause. All apparel must be deemed acceptable by Parking and Transit Services Management to be appropriate for the employee's work area.

ARTICLE 19
HEALTH AND SAFETY

Section 1 – It is the intention of the University to create and maintain safe, healthful and sanitary working conditions.

Section 2

- a) If any employee alleges that equipment or working conditions are unsafe, the employee shall immediately notify the immediate supervisor.

- b) If the supervisor and the employee disagree concerning the alleged unsafe condition, the supervisor shall immediately send for the Safety Officer and the employee can request Union representation.
- c) The Safety Officer's report concerning the alleged unsafe condition will be sent to the union.
- d) If it is determined that the allegation of the employee is unfounded, the employee shall not be paid for any lost time.
- e) If the allegation of the employee is correct, no employee will be assigned to the equipment or area until the unsafe condition is corrected.

ARTICLE 20
PERSONNEL FILE

Section 1 – Non-probationary employees shall have the right to review all material dating from the first date of employment contained in their personnel file. Such review will be carried out with an employee of the Office of Human Resources on an appointment basis. Copies will be provided upon request.

Section 2 – Nothing shall be put into an employee's file which is not an accurate reflection of the work record of that employee. Any material complimentary or detrimental to an employee and put in his/her personnel file will be copied to the employee.

ARTICLE 21
NO STRIKE AND NO LOCKOUT

During the term of this Agreement, there shall be no strikes, work stoppages, slow downs, sympathy strikes, interruptions or work of any kind, picketing or demonstrations. Any employee proven to encourage or participate in the violation of this article shall be subject to discipline, including discharge, and such action shall not be subject to recourse through any grievance procedure or arbitration.

In the event of an unauthorized work stoppage, the Union will make a good faith effort to communicate to its members the importance of complying with this article and the potential consequences of failing to comply.

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 will make a good faith effort to encourage its members to meet their commitments to the University and report to work as scheduled.

The Employer agrees that during the term of this Agreement there shall be no lockout.

ARTICLE 22
LABOR/MANAGEMENT COMMITTEE

A joint labor/management committee shall be established, comprised of representatives from the University and Union 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 formed working relationship between the University and Union. The committee will meet at least once during the fall and spring semesters each academic year.

Standing Union committee members will include the Union Stewards and a representative appointed from IBT Local 317. Standing University committee members will include the Director of Staff Relations and Recruitment, designated representatives from Parking and Transit Services Department and the Office of Human Resources. 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 mutual consent of the University and Union.

ARTICLE 23
DURATION OF AGREEMENT

The agreement shall become effective on December 22, 2018, and shall remain in full force and effect until 11:59 p.m. on December 21, 2021 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.

ARTICLE 24
SUBSTANCE ABUSE TESTING

In the interest of establishing and maintaining a safe, healthy working environment for all employees, to protect against substance abuse-related accidental injuries to persons or property, to protect against liability because of injuries or accidents caused by individuals using alcohol or drugs at work, and to deter individuals from bringing, possessing or using alcohol and drugs in connection with work, the University shall have the right to implement a substance abuse testing policy.

The substance abuse testing policy would include, among other things, the following types of testing: reasonable suspension, post-accident, random, return-to-work, and follow-up testing. The parties agree that the substance abuse testing policy will provide employees with the opportunity for treatment in lieu of termination for a first positive test in a random test; this will not affect the handling of a positive test in a situation other than a random test or the handling of workplace misconduct. If the University exercises its right to implement a substance abuse testing policy, the policy would not be effective earlier than the start of the 2016-17 Academic Year.

Article 25
Application of Contract

This agreement, executed on October 8, 2018 and ratified on October 12, 2018 shall be binding on the parties hereto and their successors or assigns.

The undersigned are fully authorized representatives of Syracuse University and International Brotherhood of Teamsters, Local 317 and hereto have executed this agreement.

For Syracuse University:

**For International Brotherhood
of Teamsters, Local 317:**

Kent Syverud
Chancellor

Mark May
International Representative

Denise Dyce

Patrick Kelly

Joseph Carfi

David Rice

Deanna Bailey

Donna Adams

Cathy Bottari



APPLICATION AND NOTICE
For Membership in Local Union No.
Affiliated with the International Brotherhood of Teamsters

I voluntarily submit this Application for Membership in Local Union, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect "nonmember" status, and can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that nonmembers who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

Form with fields for: PRINT (LAST NAME, FIRST NAME, MIDDLE INITIAL), Occupation, Street, City, State, Zip Code, Phone, Employer, Employment Date, Date of Birth, Social Security No, Initiation Fee, and questions about previous membership.

DATE OF APPLICATION SIGNATURE OF APPLICANT
White Copy to Local Union Yellow Copy to Local Union Pink Copy to Applicant



CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union. This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Form with fields for: Signature, Social Security Number, Date, Address, City, State, Zip Code, Employer.

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.
White Copy to Local Union Yellow Copy to Company Pink Copy to Applicant