

S Syracuse University

**Agreement
between
Syracuse University
and
International Brotherhood of
Teamsters Local 317**



December 22, 2021 to December 21, 2025



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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 Division of Parking and Transportation Services department who are classified as Parking Lot Attendants, Parking Patrol Officers, Parking Services Technicians, Data Coordinators, Office Coordinators and Shuttle Drivers.

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, Office Coordinator, or Shuttle Driver in weekly shifts and assignments normally assigned to full-time employees but less than full time for the Academic year.

ARTICLE 2
BARGAINING UNIT

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 their 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 their own way and assume their 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 the 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 their
- b) supervisor or the designated University representative in accordance with the provisions of the collective bargaining agreement;
- c) 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 their 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 time 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 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 departments;
- 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.

An employee who is transferred or promoted into a Shuttle Driver position through the job bidding procedure shall serve a probation period of forty-

five (45) days worked. During this time, the employee's qualifications for the job shall be evaluated for permanent transfer. If the transfer probation period is successfully completed, the employee will be credited with classification seniority (in the new position) for the probation period. If the employee cannot perform the job during the transfer probation period, the employee will be returned to the position they held prior to accepting the bid and will be credited with classification seniority (for the prior position) for the probation period. The probation period may be extended for up to thirty (30) workdays, following notice to the union.

Upon completion of the probation period, an employee shall be placed on the regular seniority list and their seniority date shall revert to their 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.

Disciplinary Process

1. Progressive discipline will be followed for most offenses and shall consist of the following steps, in order of least severe to most severe:
 - a. Verbal Warning
 - b. Letter of Counsel
 - c. Written Warning
 - d. Suspension
 - e. Termination

2. A “verbal warning” and “letter of counsel” are meant to provide notice and guidance to the employee and do not constitute “discipline”; formal discipline begins with the first written warning.

4. Notwithstanding the provisions above, certain offenses will not require progressive discipline, and the first occurrence of such offenses may result in immediate suspension or termination. Examples of offenses that may precipitate immediate suspension or termination include, but are not limited to, falsification of time records; theft of time or property; violence against people or property; consuming intoxicants on University property or being under the influence of drugs or alcohol during working hours; sleeping on the job; insubordination; falsifying University forms or documents; accepting bribes or kickbacks for personal gain resulting from involvement in a University relationship; forgery; gambling on university property; possession of firearms or explosives on university property; immoral conduct or indecency; and insubordination.

5. No single event of misconduct will result in the issuance of more than one penalty per employee. Only one penalty will be issued to each employee per disciplinary event.

Disciplinary Charges and Proceedings

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

2. 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.

3. Disciplinary warnings and letters of counsel will be considered invalid (i.e., will not be used to increase the level of discipline) eighteen (18) 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.

4. 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.
5. The University shall retain the right to discipline or discharge if the University did not know or could not 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.
6. Except for work rule violations resulting in immediate termination of an employee, suspension review meetings will be scheduled within five (5) workdays of the request by the Union to Staff Relations for a suspension review meeting. Whenever possible, within two (2) workdays 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.
7. 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 Division of Parking and Transportation 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.

8. 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 – Grievance Definition and Process

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) workdays 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 workdays 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 – No Consolidation of Grievances

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 – Arbitrator Powers

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 their 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 – Arbitrator Fees

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

Section 5 – Grievance Settlement Binding

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 – Arbitration Waiver

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 – Unpaid Time Off to Attend Arbitration

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

WAGE SCHEDULES

Rate Sheet - Field Staff and Office Staff

	1/1/2022	7/1/2022	7/1/2023	7/1/2024
Increase to base	\$2.00	\$0 / 0%	2.5%	2.5%
Minimum Hourly Base Rate	\$17.00	\$17.00	\$17.42	\$17.86

Rate Sheet – Shuttle Drivers

	1/1/2022	7/1/2022	7/1/2023	7/1/2024
Increase to base	\$2.00	\$0 / 0%	2.5%	2.5%
Hire Rate	\$20.86	\$20.86	\$21.39	\$21.92
Job Rate	\$21.96	\$21.96	\$22.51	\$23.07

Effective 1/1/2022, a new hire rate is implemented for Shuttle Drivers. The new hire rate is 5% below the minimum hourly base rate for drivers who have been employed at the university for greater than one year (i.e. job rate). However, with authorization from Department Head, University may hire a candidate at the job rate.

Upon their one-year anniversary of employment, newly hired Drivers will be converted to the job rate in effect.

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 Division of Parking and Transportation Services may be hired at their current rate of pay.

ARTICLE 13 HOURS OF WORK AND OVERTIME

Section 1 – No Guarantee of Hours

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 – Hours of Work

The normal workweek for Field Staff (Parking Lot Attendants, Parking Patrol Officers and Parking Services Technicians), Office Staff (Office Coordinator, Data Coordinators), and Shuttle Drivers is 40 hours per week with two days off. 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.

When an employee works a shift that crosses midnight, the shift “day” will be designated as the day on which the majority of hours were worked.

- For example, if an employee’s shift is scheduled to start at 6:00 p.m. Tuesday and end at 2:00 a.m. on Wednesday, that shift will be designated as a Tuesday shift because the majority of hours worked fall on Tuesday. (Unless the employee works a shift the majority of whose hours fall on that same Tuesday, the employee will be deemed to not have worked on that Tuesday.)
- If an employee’s shift is scheduled to start at 10:00 p.m. on Friday and end at 6:00 a.m. on Saturday, that shift will be designated a Saturday shift because the majority of hours worked fall on Saturday.

Employees hired full-time may be deemed either “Academic Year” or “Calendar Year” employees with benefits.

The periods of winter break, spring break, and Thanksgiving break will be considered “temporary layoff periods” for academic year Shuttle Drivers. During layoff, academic year drivers may be recalled for assignments. The recalled employee is not obligated to accept the offered assignments, but a refusal will be considered in the same manner as an overtime refusal.

Employees who are “academic year” employees may be recalled to work during the summer and other breaks during the year as assignments become available. Those assignments will be offered on the basis of seniority.

In order to meet the department’s operational needs, up to 30% of the Shuttle Drivers may be hired to work weeks consisting of five shifts of 8-and-a-half consecutive hours per day, including an unpaid half-hour lunch; or may consist of shifts of varying hours on varying days or may consist of 8-and-a-half scheduled hours per day, but split in two segments. PTS management will make its best efforts to provide a minimum of two weeks’ notice to employees prior to implementing shift changes. If a Driver’s schedule is changed by more than two (2) hours prior to or after the current starting time, PTS will provide a minimum of one month’s notice to the affected employee.

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 – Breaks and Rest Periods

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) Employees otherwise eligible under Article 13, Section 2, shall receive double time on the last day off worked within the pay week before the employee returns to their regular schedule. In no circumstances shall this language result in more than one double time day within the pay week.
- 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 Division of Parking and Transportation Services Department. The University agrees to make a reasonable effort to provide advance notice when possible prior to scheduling mandatory overtime.

The Division of Parking and Transportation 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 Division of Parking and Transportation Services staff with temporary employees provided that bargaining unit employees have been offered and refused the opportunity first.

Section 7 – Pre-planned Overtime for Event Scheduling

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

i. Schedule Review

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.

ii. Posting of Event Schedule

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.

iii. Overtime Assignments for Shuttle Drivers

Shuttle Drivers may apply for overtime opportunities within their own classification (of Shuttle Driver) and will be awarded based on seniority, i.e. date of hire into the Shuttle Driver classification. PTS will maintain a separate seniority list for Shuttle Drivers and will utilize that list when awarding overtime opportunities to Shuttle Drivers. Shuttle Drivers will also be permitted to apply for overtime assignments that would otherwise fall within the duties of Parking Lot Attendants or other bargaining unit titles. However, all overtime assignments will be awarded based first on classification seniority, (i.e. they will first be offered, on the basis of seniority, to employees of the title within whose job duties the overtime assignment falls), and then department seniority (the date on which a bargaining unit employee was hired into PTS). Shuttle Drivers who accept an overtime opportunity performing duties that fall within the job description of another union title within PTS will not be paid at the rate of a Shuttle Driver, but will instead be paid overtime in accordance with the applicable FLSA and DOT regulations. To ensure compliance with DOT requirements, Shuttle Drivers will not be eligible to bid on driving assignments that are expected to end less than 8 hours prior to the start of their next scheduled regular or overtime shift.

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 – Contact Information for Scheduling

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 Rescheduling to Avoid Overtime

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

Section 12 – Pay Schedule

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

Section 13 – Shift Differential

Late Shift Differential

- A. Field Staff (Excluding Drivers) and Office Staff Only: Shift differential will be paid to employees who are regularly scheduled to work the second shift (i.e. shifts starting at or after 11:00 a.m. between Monday and Friday). The shift differential will be fifty-five cents (\$0.55) per hour and will be paid for all shift hours worked after 5:00 p.m..
- B. Shuttle Drivers Only: Shuttle Drivers will be paid shift differential of one dollar and seventy-five cents (\$1.75) per hour in the following manner:
 - (i) for the entire shift, if the shift starts at 8:00 p.m. or later;
 - (ii) for the entire shift, if the shift starts prior to 8:00 p.m. but the majority of hours worked on that shift are after 8:00 p.m.;

(iii.) if a shift is split into two segments, differential will be paid only for the segment that starts at 8:00 p.m. or later.

Special Non-SU Event Differential

When any union employee working as a lot attendant works a non-SU event, e.g. but not limited to, NYS Band and Field Competition, Concerts, Monster Truck Jam, High School Football, they will be paid a differential of fifty cents (\$0.50) for every hour worked (“special events differential”). This amount will be in addition to the employee’s regular rate (if employee is working their regular schedule), or their overtime rate (if employee has already completed forty hours for the week, or the event is on a Saturday or Sunday). The special events differential will be paid to the employee in addition to the evening differential that is paid for hours worked after 5:00 p.m.

**ARTICLE 14
PROVISIONS UNIQUE TO SHUTTLE DRIVERS**

Section 1 – Vacancies and Polling

When there is a Shuttle Driver vacancy to be filled, PTS will poll existing Shuttle Drivers to determine whether there is any internal candidate who would like to fill the vacancy. PTS may select among interested Shuttle Drivers based on seniority, skill and ability. However, nothing in this agreement or the existing CBA will require PTS to fill the vacancy by selecting an internal candidate.

Section 2 – Temporary Shuttle Drivers

PTS may maintain a pool of temporary drivers who will periodically, on an ad hoc basis only, cover shifts and/or periods where there are no bargaining unit Shuttle Drivers available to drive, or who are temporarily not permitted to drive per DOT restrictions. It is also understood and agreed that these temporary drivers will not work greater than 20 hours per week.

Section 3 – Driving Record

If a Shuttle Driver’s required licensure and/or any of their required certifications for this position lapses, expires or is suspended, this will constitute a failure to meet the minimum requirements for the Shuttle Driver position and will serve as just cause for immediate removal of the driver from their position. The Shuttle Driver will be allowed up to 30 days to obtain the required certification and/or reinstate their license, and if they fail to do so will be terminated from employment as a Shuttle Driver. Additionally, if a Shuttle Driver is involved in a vehicular accident that results in injury to persons and/or to property, PTS may remove the Shuttle

Driver from their position, until and unless the Shuttle Driver is exonerated from all responsibility for the accident and ensuing injury. If a Shuttle Driver is terminated from their position for any of the reasons above, the employee may apply for openings, other than Shuttle Driver positions, that are available in the department and/or the rest of the university. However, nothing in the foregoing guarantees that any Shuttle Driver terminated from their position will be placed in another open position in PTS.

Section 4 - Vehicle Safety

Shuttle Drivers will be expected to adhere to all applicable university policies, work rules, DOT regulations and other safety regulations. To promote safety, PTS vehicles will be equipped with tracking technology, such as GPS. Employees are prohibited from tampering with, destroying, impeding the function of or otherwise interfering in any way with these devices, unless their job description explicitly authorizes such activity. In the absence of such authorization, employees will be subject to discipline, which, depending on the severity of the offense, may be immediate termination.

Section 5 – Drug Testing

All Shuttle Drivers are subject to random drug testing, reasonable-suspicion drug testing and all other drug testing required in accordance with applicable DOT regulations. If a post-probationary Shuttle Driver tests positive for alcohol and/or a controlled substance, the driver may be immediately removed from duty, without pay, and may be subject to the disciplinary process, but will also have recourse to the grievance provisions of the CBA. The Driver will not be returned to a driving position until the requirements under applicable DOT regulations have been satisfied. If a probationary Shuttle Driver tests positive for alcohol and/or a controlled substance, the Driver may be subject to immediate termination without recourse to the grievance process.

Section 6 – Background Checks

Shuttle Drivers will be required to undergo pre-employment background checks as required by PTS and under applicable DOT regulations. Additionally, they will be required to report all traffic accidents in which they are involved that occur during their period of employment at Syracuse University.

ARTICLE 15 EMPLOYEE BENEFITS

Section 1 – Eligibility for Benefits

The University will provide the bargaining unit employees in the Division of Parking and Transportation 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 – Parity Clause

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 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 benefit(s), or reduction or elimination of benefits shall be concurrently implemented for the employees covered by this Agreement.

Section 3 – Employer Right to Change Benefits

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 this 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 16
VACATION**

Section 1 – Vacation with Pay

Vacation with pay shall be granted to Division of Parking and Transportation 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 – Vacation Eligibility

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 – Vacation Use by new Hires

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 Calculation

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 Scheduling

Vacation time must be scheduled by mutual agreement of the employee and their 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 – Request to Carry Over Vacation

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 for vacation carryover 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 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	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
	30 days	240.0 hours	240.0 hours

Upon reaching the fiscal year in which the 30th anniversary falls

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

Section 7 – Vacation Usage

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 of vacation shall be used in less than full day increments.

Section 8 – University Holiday During Vacation

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 – No Additional Day Off for Inclement Weather

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 – Vacation Requests In Writing

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 11 – Vacation Granted First Come, First Served

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 17 SICK LEAVE

Section 1 – Paid Time off for Sick Leave

Sick leave shall be granted to Division of Parking and Transportation Services employees covered by this agreement in accordance with the parity language set forth in the 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 – Sick Leave Accrual

Effective January 1, 2022, and going forward on a calendar year basis, all employees will accrue sick leave at a rate of one hour of sick leave for every 30 hours worked, up to a total of 56 hours for each calendar year. Additionally, effective January 1, 2022, each employee will be entitled to use up to 56 hours of sick leave per calendar year for the purposes enumerated in the NYS Paid Sick Leave Law. Sick leave that is unused at the end of the calendar year will not be paid out, but will be rolled over to the next calendar year.

Section 3 – Sick Leave Usage Increments

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 – Attendance Standards

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. Accordingly, attached hereto as Appendix 2 is the time and attendance policy in effect for PTS union employees.

Section 5 – Return to work after Authorized Leave

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 18 HOLIDAYS

Section 1 – List of 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

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.

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

Section 2 – Pay for Holidays

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.

Addition of "Juneteenth" as a "Day of Remembrance."

Employees will be entitled to observe Juneteenth as a day of remembrance for so long as this benefit is offered to non-represented, non-union university employees. In any year that a union employee is assigned to work their regular schedule on the day that the University observes Juneteenth,

the employee will be paid at straight time for the regular hours worked and allowed to bank their regular hours worked on Juneteenth, for use at a later date through December 31 of that calendar year. As with all requests for time off, scheduling of use of the "banked" holiday will be subject to approval by the employee's supervisor.

Provisions re Emergency Closures and Special Pay:

Special Floating Holiday Pay for Essential Staff for Closures due to Inclement Weather and other Emergent Circumstances

- a. These provisions will apply to a temporary university closure that occurs when the University ceases all regular daily business operations, other than essential services, for a brief period of time e.g. due to severe weather or short term (i.e. lasting no more than a few days) emergent circumstances. However, cancellation of classes, remote operations, and/or individual building closures do not by themselves constitute a "closure."
- b. A "partial closure" of the University is defined as a closure that occurs after the start of the normal business day; "delayed opening", is defined as a delayed start to the normal work day; and a "full closure" is defined as a closure that lasts at least a full day, i.e. midnight of the first day to midnight of the following calendar day. Following a full closure, "reopening" of the university will be deemed to occur at the start of the employee's first regularly scheduled shift following the reopening.
- c. If an employee is required to work during an announced university closure or delayed opening, they will be deemed "essential" and covered by the terms of this provision.
- d. Employees who are required to work during a university closure will be paid at their regular hourly rate of pay for each hour worked up to 40 hours for that pay week, and at a rate of time-and-a-half their hourly rate of pay for hours worked over 40 hours for that pay week.
- e. An employee who is required to work during the closure will also receive an equivalent amount of floating holiday time off for each hour worked during the university closure, up to the maximum number of hours in their regularly scheduled shift.
- f. Any special floating holiday time earned during the university closure will be banked for use by that employee at a later date during that fiscal year.
- g. As with all requests for time off, scheduled use of the "banked" floating holiday will be subject to approval by the employee's supervisor.
- h. Any employee who is working as scheduled at the time that the University closes, and is sent home due to the closure, will be paid for the rest of their regularly scheduled shift as if they had worked

the entire shift. A "regularly scheduled shift" is defined as a shift that the employee is authorized to work and does not include shifts during which the employee chooses to come in to perform work on their own time without express authorization or direction from management.

- i. Any essential employee who was scheduled to work their regular shift but does not report to work during the university closure may be required to use their own benefit time to cover the time off during the closure, and they will not receive special holiday pay. If the employee is unable to report to work due to government prohibition against travel in their area, the employee may be excused from using their own benefit time to cover the absence.
- j. If an employee is not scheduled to work when a university closure occurs, whether due to scheduled benefit time or unscheduled time off, they will not be covered by this policy.
- k. If an employee who was not scheduled to work is called in by management to work during the university closure, they will be paid at either of the following rates: (1) at the rate of time-and-a-half if they have already worked more than 40 hours for that work week OR (2) they will be paid at straight time and receive floating holiday time off equal to the amount of hours they worked during the closure, but only up to the number of hours in their regularly scheduled shift.
- m. If a university closure immediately follows the announcement of closure, all employees who are currently working their regularly scheduled shift but are sent home as a result of the closure will be paid for the rest of their shift. All employees who are required to continue working during the closure will be paid in accordance with Sections 4 and 5 above.
- n. Employees that have already worked the entirety of their regular shift prior to a partial University closure later that same business day not receive additional pay or a banked floating holiday for having worked on the same day as the closure.

ARTICLE 19 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 Division of Parking and Transportation Services staff. Currently, each employee will receive five (5) sets of uniforms. Shuttle Drivers will receive five (5) shirts, five (5) pairs of pants,

two (2) ties, two (2) vests and a pair of gloves. Gloves will be replaced at least every two years.

Field staff will receive five (5) long-sleeved shirts, five (5) short-sleeved shirts, five (5) pairs of pants, one jacket, and a pair of gloves. Gloves will be replaced at least every two years.

As part of the work uniform, the University will also provide boots to 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.

There will also be a labor management committee established to review, and/or discuss and/or implement uniform changes and/or updates.

The Division of Parking and Transportation 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 Division of Parking and Transportation Services Management may deny the request for cause. All apparel must be deemed acceptable by Division of Parking and Transportation Services Management to be appropriate for the employee's work area.

ARTICLE 20 HEALTH AND SAFETY

Section 1 – Sanitary working conditions

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

Section 2 – Prevention of unsafe working conditions

- 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.
- f) Shuttle Drivers will be expected to adhere to all applicable university policies, work rules, DOT regulations and other safety regulations. To promote safety, PTS vehicles will be equipped with tracking technology, such as GPS. Employees are prohibited from tampering with, destroying, impeding the function of or otherwise interfering in any way with these devices, unless their job description explicitly authorizes such activity. In the absence of such authorization, employees will be subject to discipline, which, depending on the severity of the offense, may be immediate termination.

ARTICLE 21 PERSONNEL FILE

Section 1 – Review of Personnel File

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 – Material That May Be Placed in Personnel File

Nothing shall be placed 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 their personnel file will be copied to the employee.

Article 22 Licenses And Certification

The Department of PTS will reimburse Shuttle Bus Drivers for regular costs and fees associated with the successful renewal of required licenses, endorsements, and certifications for the position of Shuttle Bus Driver at Syracuse University. Drivers must present original receipts to the PTS Department Designee and complete paperwork required for University reimbursement.

ARTICLE 23 COMPLIANCE REQUIREMENTS

Employees covered by this agreement will be required to comply with University training and other requirements imposed on non-represented

University employees, including but not limited to Sexual Harassment Prevention Training that are implemented pursuant to legal and/or government health mandates

ARTICLE 24
NO STRIKE AND NO LOCKOUT

During the term of this Agreement, there shall be no strikes, work stoppages, slow downs, sympathy strikes, interruptions of 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 25
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 forged 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 Labor Relations (or designee), designated representatives from Division of Parking and

Transportation Services Department, and other representatives from the Office of Human Resources and/or Labor Relations Team. 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 26 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 suspicion, 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 result 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. **(For information on the Drug Policy and procedures, please see Appendix 4.)**

ARTICLE 27 SAVINGS CLAUSE

It is the intention of the parties that the articles, sections, paragraphs, sentences, and clauses in this Agreement are subject to all applicable laws and are severable. 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 tribunal or through government regulations, administrative order or decree, such action shall invalidate only the affected contract provision and not the entire agreement. Any such invalidated provision shall, at the request of either party, be subject to negotiation between the parties, but in no event shall the result of such negotiations circumvent the law.

**ARTICLE 28
DURATION OF AGREEMENT**

The agreement shall become effective on December 22, 2021, and shall remain in full force and effect until 11:59 p.m. on December 21, 2025 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 to the other of its desire to amend or modify the Agreement.

**Article 29
Application of Contract**

This agreement, executed on November 11, 2021, and ratified on November 18, 2021, 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:

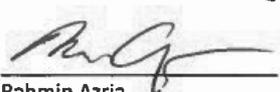

Keri Syverud
Chancellor


Denise Duce


Cathy Bottari

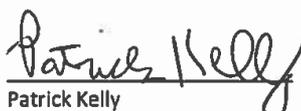

Joseph Carfi


Deanna Bailey

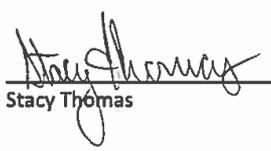

Rahmin Azria

For International Brotherhood of Teamsters, Local 317:


Mark May
International Representative


Patrick Kelly


David Rice


Stacy Thomas

APPENDIX 1



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.

PRINT _____ Occupation _____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

Street _____ Phone _____

City _____ State _____ Zip Code _____

Employer _____ Employment Date _____

Street _____ Phone _____

City _____ State _____ Zip Code _____

Initiation Fee \$ _____ Paid to _____

Date of Birth _____ Social Security No. _____

Have you ever been a member of a Teamster Local Union? _____

If yes, what Local Union No. _____

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, _____ (Print Name) 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.

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

APPENDIX 2 TIME AND ATTENDANCE POLICY

Date Issued: April 1, 2021

To: Division of Parking and Transportation Services - Bargaining Unit Staff

From: Joe Carfi, Director of Division of Parking and Transportation Services

Subject: Clarification of the Time and Attendance Policy

As we strive to continually improve and expand the services of the Division of Division of Parking and Transportation Services (“PTS”), it is imperative that all our employees strive for service excellence in every way. Part of that excellence involves ensuring that we all arrive promptly to work and adhere to the time and attendance protocols that help us function smoothly and efficiently. Accordingly, we have clarified the time and attendance policy for our bargaining unit staff in order to provide greater transparency and direct guidance to ensure consistency, equity and fairness in application. The provisions are as follow:

1. All employees are expected to report to work on time and as scheduled. This requirement applies both to regularly scheduled work shifts and accepted overtime shifts.
2. Repeated unscheduled and/or unexcused absences and lateness may subject employees to discipline.
3. Lateness includes late arrival at the beginning of the shift but may also refer to an employee’s failure to timely return from an authorized break.
4. Absences are unexcused when they are not explicitly authorized by either a supervisor/manager or statutory mandate (e.g., FMLA, PFL), and/or are indicative of misuse or abuse of sick leave. Leaving work early without explicit authorization from management will also be considered taking unauthorized time off.
5. Patterned absences may also subject an employee to discipline. Patterned absences are defined as unscheduled absences before or after a scheduled holiday, vacation, previously scheduled excused absence, a specific day of the week, weekend, or regularly scheduled day/s off. If a review of an employee’s time and attendance history reveals patterns of absence, documentation may be required from the employee upon return from their absence in order to excuse the absence. An employee’s failure to provide documentation

acceptable to the department to justify the absence may subject the employee to discipline.

6. Calling out sick after exhausting the annual allocation of regular sick days for the current year will also trigger a review of the employee's attendance record.

Call out Procedure

If an employee who is scheduled to work has determined that they will not report to work as scheduled, or that they will arrive late for their scheduled shift, they must adhere to the established departmental "call out" procedure, which is as follows:

- i. An employee must provide advance notification of the pending absence or lateness.
 - a. Parking attendants who take an unscheduled absence from work must call **the supervisor on duty** at least one hour prior to their scheduled start time and leave a voice mail message and call back number where they may be reached. Parking attendants who realize they will be late for their scheduled shift must notify the supervisor on duty as soon as practicable.
 - b. Shuttle Bus Drivers who take an unscheduled absence from work must call the **Transportation Supervisor** (or their designee) at least 1 hour prior to their scheduled start time. Shuttle Bus Drivers who realize that they will be late for their scheduled shift must notify the supervisor on duty as soon as practicable.
- ii. Employees must not attempt to notify of pending lateness or absence by text message, as text messaging is not an approved method of notification of a pending absence or lateness.
- iii. If an employee fails to properly and timely notify the department of a pending absence, they may be considered no call, no show and subject to discipline.
- iv. If an employee fails to properly and timely notify the department that they will arrive late to their shift, they may be subject to discipline. If the employee arrives more than 2 hours late to their shift, and they have failed to properly notify the department, they may be sent home by management (within management's sole discretion) and will be subject to discipline. Additionally, the employee's vacation or personal leave balances will be debited; if those balances have been exhausted, the employee will be unpaid for the day.

APPENDIX 3

Work Rule Violations: IBT Local 317 Department of Parking and Transit Services

Work Rule Violation #	Description/Summary
1	Engaging in horseplay. (Examples may include but are not limited to: playing malicious pranks or practical jokes; boisterous play; playing around that involves grabbing, imitating fighting or wrestling moves; putting someone in a headlock; etc.)
2	Contributing to unsanitary or unhealthful conditions (Examples of such behavior include but are not limited to: creating or causing or allowing to occur a condition or situation at work that could endanger the general safety or health of employees or other persons, or which caused injury; bringing unsafe substances or biohazards, that are not authorized for work purposes, onto university property, including university vehicles, buildings, spaces and grounds; failing to properly dispose of organic or chemical waste in accordance with department protocols; smoking in prohibited areas; excretion and/or disposal of bodily fluids/organic matter (e.g. urine, spit/mucus,, feces, semen etc.) in or around a booth or workspace, or anywhere other than a bathroom or portable toilet.
3	Operating, using or possessing machines, tools, or equipment to which the employee has not been assigned.
4	Wasting time or loitering other than normal waiting standards for co-worker relief coverage and/or change of work location; taking unauthorized breaks.
5	Receiving parking and/or traffic violations resulting from driver error on private or University owned vehicles which are not paid by driver as prescribed by law
6	Failure to adhere to time and attendance and leave policies. (Examples include but are not limited to: failure to report to work on time as scheduled; failure to return from break on time; lateness; unexcused absences; excessive absenteeism; sick leave abuse; leaving work early without proper authorization; being no call, no show; patterned absences etc.)
7	Posting, altering or removing any matter on bulletin boards or University property without specific authorization.
8	Leaving the job and/or leaving work early without permission of immediate supervisor
9	Unauthorized use of a University vehicle
10	Violating a safety rule or safety practice or refusing to follow safety regulations
11	Failure to adhere to lawful supervisor instruction or directive.
12	Failure to record work hours in accordance with departmental and university procedures.
13	Punching in or signing in for another employee
14	Provoking or instigating a fight or fighting during working hours or on University premises; also threatening, intimidating, coercing or interfering with fellow employees, students, or anyone else on university property; may include verbal argument, yelling, shouting at other employees, students, or other persons on University property
15	Willfully misusing, destroying or damaging any University or associated government property, or property of any employee, student, contractor or guest
16	Consuming intoxicant(s) or controlled substance(s) on University property during work hours and while on duty; being intoxicated and/or under the influence of controlled substance(s) on University property while on duty; working while intoxicated or under the influence of a controlled substance. ("Controlled substance" means a controlled substance other than that which was lawfully prescribed by the affected employee's physician.)

Work Rule Violations: IBT Local 317 Department of Parking and Transit Services

Work Rule Violation #	Description/Summary
17	Flagrant dereliction of duty. <i>(Examples may include but are not limited to: sleeping while on duty and not on an authorized break; willful failure to complete job duties)</i>
18	Insubordination <i>(Examples include but are not limited to: failure to adhere to a lawful order by a supervisor/manager, or refusal of a lawful order by a manager/supervisor; cursing, swearing, use of profane language when speaking to a manager or supervisor; ignoring and/or deliberately walking away from a manager or supervisor when they are speaking to you or issuing work instructions)</i>
19	Engaging in acts of fraud or falsification. <i>(Examples may include but are not limited to falsifying university forms or documents, or intentionally submitting false documentation to the University in an attempt to mislead or hide the truth; forging another's signature; deliberately, or with a willful disregard for care and accuracy, submitting an incorrect time record for approval)</i>
20	Accepting any form of bribe or kickback for personal gain resulting from involvement in any University relationship
21	Participating in gambling on University property at any time.
22	Unauthorized possession of firearms or explosives on persons or premises
23	Theft of University, government, employee or student property
24	Engaging in willful sabotage or espionage
25	Immoral conduct or indecency. <i>(Examples of such conduct may include, but is not limited to use of vulgar, profane language; engaging in lewd and/or sexual activity in the workplace; exposing private parts in a public area; public nudity; bringing profane, lewd or pornographic material into the workplace, including university vehicles, buildings, and grounds.)</i>
26	Job Abandonment. <i>(Examples include: failure to report to work for 3 or more consecutive work days without authorization and proper notification; failure to return to work within 7 working days after receipt of a recall letter or email or phone message.</i>
27	Taking photographs or recordings (audio and visual) inside sensitive university facilities without express authorization from a manager or director.
28	Engaging in disruptive behavior on university property, such as creating a disturbance on company premises, engaging in actions to create discord among clients or fellow employees, or engaging in actions that hamper or prevent other employees from being able to complete their assigned functions.
29	Use of University letterhead or official logos for personal use.
30	Use of another's login without express authorization.
31	Failure to adhere to established departmental and/or university policy and/or procedure.
32	Engaging in discrimination or harassment in violation of university policies prohibiting discrimination and harassment

APPENDIX 4 DRUG AND ALCOHOL POLICY

Parking and Transportation Services Drug and Alcohol Testing Policy

A. Testing Circumstances

The Department of Parking and Transportation Services (“PTS”) may, in its sole discretion, conduct pre-duty, post-accident, reasonable suspicion, and return-to-duty alcohol and drug testing. Random testing may also be performed in accordance with DOT and other University policies. Employees will be subject to testing pursuant to the conditions outlined below.

1. Pre-duty testing may be conducted on Shuttle Drivers by PTS after a conditional offer of employment has been extended and before an applicant commences his/her employment with PTS. 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 on any PTS employee who has been involved in a motor vehicle accident on (or in) University property or while on University business. However, the testing must be pre-authorized by Human Resources leadership, or the HR Business Partner, or Labor Relations in consultation with the Director of PTS or their designee.
3. Any PTS employee may be subject to reasonable suspicion drug testing whenever a PTS management team member has grounds to suspect that the employee has used, or is under the influence of, drugs, while on (or in) University property or on University business. However, the testing must be pre-authorized by the PTS Department Director or their designee, and/or Human Resources leadership, HR Business Partner, or Labor Relations.

4. In addition to reasonable suspicion testing, Shuttle Drivers are also subject to random drug testing and all other drug testing required in accordance with applicable DOT regulations.
5. A positive test result for drugs and/or alcohol may subject the employee to disciplinary action. Employee may also be required to successfully complete a drug or alcohol 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.
6. An employee who is lawfully placed on prescription medication that is a “controlled substance” and could therefore trigger a positive result in a drug or alcohol test is strongly advised to promptly notify the Human Resources Business Partner or Labor Relations of this fact so that appropriate steps may be taken to prevent them from being subject to discipline for failing a drug or alcohol test. Such drugs or prescription medications include but are not limited to marijuana, cocaine, opiates, amphetamines or methamphetamines, MDMA, MDA, MDEA, phencyclidine (“PCP”), barbiturates, benzodiazepines, methadone, methaqualone, and propoxyphene. Controlled substance is defined as any of the substances listed in the schedules of the Controlled Substances Act of 1970 (CSA). An employee should check with their prescribing physician if they are unsure.
7. If the employee fails to provide advance notification that they are on prescription medication that is a controlled substance, following a positive drug test result, the employee will be required to provide a lawful prescription to certify that the positive test is due to the lawful prescription that they have been issued. If the employee is unable to provide a lawful prescription for the controlled substance discovered in their drug test, the employee will be subject to discipline.

8. Additionally, an employee must not operate any University vehicle while under the influence of any substance, obtained through prescription or otherwise, that could impair their ability to safely operate a motor vehicle.
9. If a post-probationary Shuttle Driver tests positive for alcohol and/or a controlled substance, the driver may be immediately removed from duty, without pay, and may be subject to the disciplinary process, but they will also have recourse to the grievance provisions of the CBA. The Driver will not be returned to a driving position until the requirements under applicable DOT regulations have been satisfied. If a post-probationary employee who is not a Shuttle Driver tests positive, they will be subject to disciplinary process, but may be returned to duty in the discretion of the PTS Director following consultation with Human Resources.
10. If a probationary employee tests positive for alcohol and/or a controlled substance, the employee may be subject to immediate termination without recourse to the grievance process.
11. Return-to-duty testing may be conducted when an employee, who received any form of discipline short of termination for violating the Work Rules and/or any University Drug and Alcohol 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 and/or discretionary drug and/or alcohol testing during a period not to exceed 12 months immediately following the date of return.

B. **Drug Testing Procedures**

1. When a PTS manager or supervisor determines that an employee should undergo either a reasonable suspicion or post-accident drug test, the manager/supervisor will notify Labor Relations/Human Resources Leadership and the PTS Director (or their designee) to obtain pre-authorization to proceed with testing. The PTS manager/supervisor will also complete a reasonable suspicion checklist. If the employee to be tested is a union member, and there is a union steward on duty, the manager/supervisor will be notified to go to wherever the employee is. If no union steward is on duty, they will be notified by phone of what is happening, either by the employee or manager/supervisor.
2. If authorization is granted, the PTS manager will contact Public Safety and the University's Fire and Life Safety Team to arrange for the testing to be done in connection with the University's appointed vendor or medical provider.
3. An employee's refusal to test will be interpreted as a failed test.
4. If an employee is required to submit to reasonable suspicion testing, they will be relieved of duty for the remainder of the shift. They may use their sick time or other benefit time to cover the rest of the shift; however, that time will be restored if the test results turn out to be negative. If, however, the results are positive, that time will not be restored.
5. Once the test results are completed, the employee and PTS will be notified.
6. If the test results are negative, no further action will be required. If the test results are positive for drugs and/or alcohol, PTS, in consultation with Labor Relations/Human Resources will determine the appropriate next steps for corrective action.

7. The Director of PTS, or their designee may, in consultation with Human Resources and/or the Office of Equal Opportunity Inclusion and Resolution Services, 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 Carebridge, the University's EAP provider at 800-437-0911 or 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 Work Rules and/or University policies.

C. Notice to Employees

Each PTS 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.

**APPENDIX 5
MERIT RECOGNITION PROGRAM**

**Memorandum of Understanding
between
Syracuse University
and
International Brotherhood of Teamsters, Local 317**

Effective January 1, 2022, and continuing through the end of the term of the current contract expiring December 21, 2025, Syracuse University and International Brotherhood of Teamsters, Local 317 agreed to the following: In the interest of fostering a culture of employee engagement, recognition and appreciation, and recognizing the mutual benefit of high productivity outlined in Article 3 of the collective bargaining agreement, if the University, in its sole discretion determines that the funding is available, the University will set aside a total of \$5,000.00 (five thousand dollars) in each year of the current agreement for the implementation of an award program for the employees covered by the collective bargaining agreement between Syracuse University and IBT Local 317. Criteria for receiving the award will be determined solely by the University and will be communicated in writing to the Employees. Employees will be required to apply in order to be eligible to receive the award.

For the University:

Kent Syverud, Chancellor

Denise Dyce

Joseph Carfi

Cathy Bottari

Deanna Bailey

Rahmin Azria

For the Union:

Mark May, IBT

Patrick Kelly

Stacy Thomas

David Rice









