



AGREEMENT

between

SYRACUSE UNIVERSITY

And

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 200UNITED**

July 1, 2024 to June 30, 2028



TABLE OF CONTENTS

Article		Page
	Preamble	4
1	Purpose and Intent	4
2	Recognition	4
3	Management Rights	6
4	Union Security	8
5	Check-Off	9
6	Non-Discrimination	10
7	Strikes and Lockouts	10
8	Labor-Management Committee	10
9	Wages and Classifications	12
10	Fringe Benefits	18
11	Working Out of Classification	18
12	Hours of Work and Overtime	23
13	Seniority	28
14	Probationary Employees	29
15	Layoff, Recall, Temporary Closures	30
16	Transfer and Promotion	34
17	Licensing and Certification	37
18	Discipline and Discharge	38
19	Disability Benefits Plan	40
20	Holidays	42
21	Vacation	45
22	Leave of Absence Without Pay	47
23	Personal Business	48
24	Bulletin Boards	49
25	Funeral Leave	50
26	Jury Duty	50
27	Volunteers	51
28	Reporting Pay	51
29	Auto Expense	51
30	Safety Equipment	52
31	Personnel File	52
32	Rest Period	53
33	Wash-up Time	53
34	Premium Pay	53
35	Grievance and Arbitration	55
36	Health and Safety	57
37	Classification, Job Descriptions and Reclassifications	57
38	Library Grants and Contracts	59
39	Parking	59
40	Electronic Devices	60
41	Post-Accident Drug Testing	60
42	Public Safety	61
43	Agreement Subject to Applicable Law	61
44	Communications	61
45	Duration of Agreement	61
46	Application of Contract	62

APPENDICES	Page
Appendix A	Library Titles 63
Appendix B	Food Services Titles 64
Appendix C	Facilities Titles 65
Appendix D	Union Business 67
Appendix E	Union Business form 68
Appendix F	Medical Certification For Determination of Payroll Status 71
Appendix G	Wage Schedule (Compensation Rates) 72
Appendix H	Background Check 75
Appendix I	Overtime Polling Procedures 76
Appendix J	Letter of Understanding re Benefits Communications 78
Appendix K	Letter of Understanding re Medical Benefits and Opt-out Provisions; Disability Retirement; Retiree Medical Benefits 79
Appendix L	Letter of Understanding re Dental and Weekly Disability Benefits 82
Appendix M	Letter of Understanding Aggregating Seniority of Welders and Machine Repair Technicians 85
Appendix N	Statement of Intent: Training and Personal Development 86
Appendix N-1	MOA Re Training and Development (Trainee Program) 88
Appendix O	MOA re Summer Program 90
Appendix P	MOA re Library Schedules B & C 93
Appendix Q	MOA establishing move crew 95
Appendix R	MOU re Required Safety/OSHA Testing 97
Appendix S	Side letter of understanding between Syracuse University and Service Employees international union Local 200, Pilot Program for Thanksgiving and Spring Break Food Services 99

Appendix T	Notice Re: Blackout and Brownout Periods	100
Appendix U	Side Letter re Increase to Food Services Meal Cash allowance	102
Appendix V	Memo of Understanding re Polling	103
Appendix W	Attendance policy	104
Appendix X	Work Rules	106
INDEX		110

PREAMBLE

This is a Labor Agreement made and entered into this 20th day of June, 2025, by and between SYRACUSE UNIVERSITY (hereinafter called the EMPLOYER) and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 200UNITED (hereinafter called the UNION).

ARTICLE 1 PURPOSE AND INTENT

The purpose of the Agreement is to promote and maintain good relations between the Employer, the Union and the employees represented by the Union and to make clear the basic provisions upon which such relations depend. It is the intention of both the Employer and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent, as well as adjust, misunderstandings or grievances related to employment arising hereunder.

ARTICLE 2 RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time and regular part-time employees (in the working units described in Section 2.) excluding: supervisors, professionals, confidential employees and security guards as defined by the National Labor Relations Act; present clerical positions not listed in attached appendices, students, casual employees, seasonal, and temporary employees as defined herein.

Section 2. This agreement covers the following working units:

- a.) The Library Unit, which includes the employees employed in the University Libraries.
- b.) The Food Service Unit, which includes all the employees employed in the Food Service Department in the classifications listed in Appendix B.
- c.) The Facilities Services Unit, which includes all the employees employed in the Facilities Services Department, in the classifications listed in Appendix C.

Section 3.

- a.) In the Facilities and Food Service Units, a full-time employee is one who is regularly scheduled to work forty (40) hours per week.
- b.) In the Library Unit, a full-time employee is one who is regularly scheduled to work thirty-seven and one-half (37.5) hours per week.
- c.) An academic year employee is one who is regularly scheduled to work at least 37 1/2 hours per week for at least 8 1/2, but less than 12 months each year.
- d.) Food Service employees are full-time employees. Food Service employees

may be employed as an academic year employee or for 12 months, based on the needs of the University.

- e.) A regular part-time employee is one who is regularly scheduled to work at least 20 hours per week, and less than full-time, for 12 months each year.

Section 4.

- a.) A student employee is one who is matriculated at Syracuse University, enrolled in not less than six (6) credits per semester, and is regularly scheduled to work twenty (20) hours or less per week during fall and spring semesters. This does not include the regular part-time employees in the Library Unit who work 20 hours per week and may be matriculated at Syracuse University. A student employee may also work full-time, up to eighty-five (85) days per year during these non- academic periods.
- b.) A seasonal employee is any person enrolled in a high school or institution of higher education who works less than sixty (60) days per year during periods other than the fall and spring semesters.

Section 5.

- a.) A casual employee is anyone who works on a *per diem* basis or does not work on a regularly scheduled basis.
- b.) A temporary employee is anyone who is scheduled 20 or fewer hours per week to fill a temporary need such as special events or to fill in for absent employees. However, a temporary employee may work up to forty (40) hours per week to satisfy the following temporary needs:
 - 1.) To replace a non-probationary employee who is on leave of absence or is on a trial period for another bargaining unit position.
 - 2.) To fill, for up to forty-five (45) workdays, a posted bargaining unit position that is vacant.
 - 3.) To work, for up to three (3) months, on a temporary project or temporary need at peak times.

Except as otherwise allowed under Section 6(b) of this article, a temporary employee will not be permitted to work more than 1000 hours in a calendar year.

Section 6.

- a.) The Employer shall provide the Union, twice per year, January 31st and July 31st, the names, dates of hire and cumulative calendar hours of all current temporary employees doing non-supervisory bargaining unit work covered by this agreement.
- b.) The maximum restrictions on scheduled hours per week and total hours per calendar year set forth in Section 5(b) above shall not apply to any temporary employee while (s)he is replacing a non-probationary employee who is on a leave of absence.

Section 7. When used in this Agreement, the term “sub-unit” shall refer to the

following:

- a.) In the Library Unit – Campus Libraries and Libraries Facility (Warehouse).
- b.) In the Food Services Unit – Campus Catering, Residential Dining, Retail, Athletics Catering, and Commissary.
- c.) In the Facilities Services Unit – Maintenance, Custodial, Housekeeping, Materials Distribution, Mail Room, and Dome.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. Except as otherwise specifically provided herein and subject to terms of this Agreement, all rights, functions and prerogatives of management will remain vested in the Employer, such as the right to hire and right to discipline or discharge for proper cause, the right to decide qualifications, the right to layoff for lack of work or other reasons, the right to discontinue jobs, the right to make rules and regulations governing conduct and safety, the right to determine hours and schedule and assignment of work, to require reasonable standards of performance and maintenance of order and efficiency, the right to train and provide educational opportunities, the right to reorganize, discontinue or enlarge any department or division, the right to transfer employees within departments, to other departments within classifications, the right to introduce new or improved methods or facilities, the right to promote and demote, the right to hire students (for jobs traditionally and normally performed by students) without reference to this Agreement and the right to subcontract work.

Section 2. Subcontracting

A. Construction Trades

Subcontracting of construction trades work will be permitted for projects in excess of \$300,000 or for projects which Facilities does not have the staff, skill or equipment to perform (e.g., black top paving, high voltage splicing and hot roof mopping).

The University will schedule a review of subcontracting projects three times each fiscal year. The purpose of such review is to identify and communicate the nature and scope of projects during the fiscal year and to identify potential opportunities within Facilities that bargaining unit skilled trades staff could be considered for in the future. Facilities management has the sole authority to make the final determination of the scope and extent of participation by bargaining unit staff, with the exception of projects of \$300,000 or less as described above.

B. Non-Construction Trades Positions

In the event the University considers subcontracting of non-construction trades bargaining unit jobs or downsizing of bargaining unit jobs involving layoffs, the University will adhere to the following in implementing a subcontracting or

downsizing decision involving layoffs:

- Provide, at least quarterly, a schedule of its reviews that might result in the subcontracting of bargaining unit jobs or downsizing of bargaining unit jobs involving layoffs and inform the Union if a new study is undertaken in addition to the scheduled reviews;
- Provide notice to the Union that a review is being initiated in a working unit identified in the labor agreement that might result in the subcontracting of bargaining unit jobs or downsizing of bargaining unit jobs involving layoffs;
- Meet with two bargaining unit members designated by the Union to discuss the scope and timing of each such review, and subsequently meet with the Union to discuss the results of each such review, including projected cost savings;
- Provide the opportunity for the Union President to meet with the Chancellor to discuss any potential decision to subcontract or downsize involving layoffs before a decision is made;
- Discuss subcontracting or downsizing involving layoffs under consideration with the Executive Committee of the Board of Trustees and obtain the approval of the Chancellor prior to implementing a decision to subcontract work that might result in the reduction of bargaining unit jobs or downsizing of bargaining unit jobs involving layoffs;
- Require any party with which the University subcontracts, as a condition of the subcontract:
 - to offer employment to bargaining unit employees laid off due to subcontracting in seniority order for the jobs held at the University at the time of the effective date of the decision (assuming such employees are qualified for the jobs in question); and
 - to provide its employees with wages, health insurance, and retirement benefits similar to those provided to members of the Union employed by the University.
 - Provide assistance in job placement for employees laid off due to subcontracting or downsizing.

The above noted provisions shall not apply to construction trades work, which shall be governed by Article 3(2)(A), nor shall they apply to bargaining unit jobs at the Carrier Dome, and Concessions and Catering Services provided in any University facility, which the University may subcontract at its discretion. An employee affected in the Carrier Dome, Concessions, or Catering Services will be offered employment with the subcontractor or the University. This section does not limit the University in any way in the exercise any of its management rights, including its right to subcontract, downsize and or reorganize.

Section 3. Employer has adopted Work Rules which have been provided to the Union and are incorporated in this Agreement for reference as Appendix Q. In the event that Employer makes changes to the Work Rules, it shall present those

changes to the Union. If the Union agrees with the proposed changes, or if the Union fails to object to the proposed changes in writing to the Head of Labor Relations or their designee with 90 days of the first presentation of changes to the Union, the changes will take effect.

ARTICLE 4 UNION SECURITY

Section 1. Each employee who, on the date of signing this Agreement, is a member of the Union and each employee who becomes a member after that date shall, as a condition of continued employment, remain a member of the Union for the duration of this Agreement.

Section 2. As a condition of continued employment, each new employee hired on or after the date of signing of this Agreement shall acquire and maintain membership in the Union beginning on the day following the expiration of the probation period (sixty (60) days worked), or must agree to pay an amount equal to that employee's weekly Local 200United, SEIU dues, initiation fees and assessments (where applicable) beginning on the day following the expiration of the probation period (sixty (60) days worked).

Section 3. An employee's membership shall be deemed maintained so long as the uniformly required weekly dues are tendered to the Union.

Section 4. All present employees who are not members of the Union shall, as a condition of employment commencing after sixty (60) days worked and continuing during the term of this Agreement while employees in the bargaining unit and so long as they remain non-members of the Union, pay to the Union each week a service charge as a contribution toward the cost of the representation of such employees. The amounts of such service charge shall be equivalent to the amounts required to be paid as Union initiation fees and dues by those employees who become members of the Union.

Section 5. Notwithstanding the foregoing, any employee who is required to acquire and/or maintain Union membership by the provisions of this article, shall have the right to withdraw from the Union, without penalty, by submitting to the Union (with a copy to the Employer) a written notice of withdrawal at least fifteen (15) but not more than thirty (30) days prior to the scheduled termination date of this Agreement.

Section 6. The Employer is not responsible to take action against any employee in the bargaining unit in accordance with this article for any monies owed the Union which have been outstanding for longer than one year.

ARTICLE 5 CHECK-OFF

Section 1. Any employee who so desires may have the Employer deduct, on a weekly basis, an amount equal to that employee's weekly Local 200United, SEIU membership dues, initiation fees, and assessments (where applicable) from such employee's pay. This request for dues and initiation fees deductions must be signed by the employee and the form currently in use by Syracuse University shall be utilized to authorize the University to deduct dues, initiation fee and assessment from the employee's paycheck.

Section 2. Upon receipt by the Employer of an individual written authorization (of the form set forth in Section 1), the Employer shall, while this authorization and this Agreement remain in effect, deduct from the employee's pay each month an amount equal to the weekly membership dues, service charges, and initiation fees in Local 200United, SEIU and transmit the money thus deducted together with an alphabetical list of names of all employees in the bargaining unit and noting the employees from whose earnings the deductions were made, to Local 200United, SEIU on or before the 15th day of the month following that month in which deductions are made. No deduction shall be made for any amount of money greater than one (1) month's membership dues, service charges, initiation fees and assessments.

Section 3. Local 200United, SEIU shall certify in writing and submit to the Employer the amount of its regular weekly dues, initiation fees, and assessments to be deducted under the provisions of this article. If the amount of regular weekly dues or initiation fees is changed during the term of the Agreement, Local 200United, SEIU shall certify in writing to the Employer the nature and effective date of the change, thirty (30) days prior to the change.

Section 4. Upon receipt of written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the wages of the employee, a sum specified in said authorization, and remit the same for the SEIU Committee on Political Education (COPE). The Union shall provide a standard voluntary COPE Deduction Authorization Form for this purpose. A union member may withdraw their employee authorization at any time, provided the employee notifies the Employer in writing of this withdrawal, with a copy to the Union.

Section 5. Local 200United, SEIU shall indemnify and protect the Employer against all forms of liability and claims which may arise by reason of the Employer's compliance with this article.

ARTICLE 6 NON-DISCRIMINATION

Section 1. Neither party shall discriminate against any employee or applicant or any Union member or applicant for membership in the Union because of race, sex, color, creed, national origin, age, handicap or disability, marital status, lawful political affiliation, or because of Union activities or for any other status protected by law that discrimination is prohibited by law. Furthermore, neither party shall discriminate because of sexual orientation.

Section 2. An employee shall not be prohibited by either party from engaging in lawful political activities as long as such activity does not conflict or interfere with the performance of their Employer-assigned duties.

ARTICLE 7 STRIKES AND LOCKOUTS

Section 1. During the term of this Agreement, there shall be no strike, work stoppage, slow down, interruption or picketing. 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 the grievance procedure or arbitration.

Section 2. The Employer agrees that during the term of this Agreement there shall be no lockout.

ARTICLE 8 LABOR-MANAGEMENT COMMITTEE

Section 1. The Workplace Partnership Council (WPC), an overall labor/management committee, shall meet regularly at a mutually agreeable time and location. The intent of the WPC is to enhance labor-management communication and to encourage collaborative problem solving, meeting the interests of labor and management over the short and long term. The WPC is intended to enhance and not replace the existing grievance procedure, labor agreement and contract negotiation process and governs other labor/management activities. The members of the WPC will establish and maintain a charter and ground rules to govern its operation.

The Union representatives shall be: Union staff representative, Chairperson, Vice-Chairperson, and appointed chief union stewards and representatives. The Employer will be represented by the Head of Labor Relations and appointed management staff from Human Resources and the working units.

Section 2. There shall be work life committees for the Library, Food Service, and Facilities to discuss such work-related matters as job safety. The Union committee will be headed by the departmental Chief Stewards who are employed in the work unit, or units involved, and shall include up to four additional union members. The University will be represented by the department director and other management/supervisory employees. In the event that the Head of Labor Relations attends the meeting, the Union shall be notified in a timely manner so that its staff representative will also have an opportunity to attend. The committee will meet at mutually agreeable times and locations upon request, but not more than once per month.

Section 3. At least four (4) workdays prior to any meeting described in 8.1 or 8.2, the parties will mutually agree on an agenda of the topics it wishes to discuss. The agendas and the specifics of the meeting discussions between the parties will not be used as evidence in the grievance procedure in Article 35 of this Agreement, or an unfair labor practice as defined by the NLRA.

Section 4. Union officers, stewards, or Union representatives may request time off to conduct other Union related business. Such time off will be paid by the Employer up to a combined grand total of thirty-five (35) hours per week for all such representatives. Permission to leave the job or to stop work to attend to Union business must be obtained consistent with procedures outlined in "Union Business Procedures" in Appendix D. Time spent in meetings as described in Section 1 and 2 will not be included in the thirty-five (35) hours per week provision.

Section 5. Up to two (2) bargaining unit members, who have been duly elected as Board Members, will be allowed to attend Local 200 United Executive Board meetings. Such time will be charged against the thirty-five (35) hours per week noted in Section 4.

Section 6. Up to two (2) bargaining unit members may be designated as drug and alcohol testing specialists and approved by the Employer. Those designated as specialists, or any other Union representative, who accompanies an employee for "reasonable suspicion" or "post-accident" drug or alcohol testing, as defined in the Syracuse University Vehicle Safety Policy and Guidelines, will suffer no loss in pay and time spent with such testing will not be included in the thirty-five (35) hours per week noted in Section 4.

Section 7. The Employer will grant up to two (2) days or sixteen (16) hours per calendar year for attendance of Union officers or designees at seminars or conferences regarding health and safety. The Union officers or designees will submit the date (or dates) and program content for prior approval to their department head. This time will not be included in the thirty-five (35) hours per week noted in Section 4.

Section 8. The University will provide up to thirty-two (32) hours per month,

paid by the employer, for the Chapter Chairperson or their designee to work on joint labor-management initiatives and projects as established, chartered and assigned by the WPC as mutually agreed upon by the University and Union members of the WPC or projects and issues identified and mutually agreed upon by the Office of Labor Relations and Union leadership.

The University also will provide access to campus facilities, upon request and approval, to carry out these responsibilities. The Chairperson or designee will be responsible for a report to the WPC at its monthly meeting on his/her activity and progress on each assignment. Requests for such time will be forwarded to Labor Relations via e-mail for approval and record keeping purposes.

ARTICLE 9 WAGES AND CLASSIFICATIONS

Section 1. Employees will be classified according to the titles or occupations and grades listed in the Appendices.

Section 2.

All bargaining unit employees in the Facilities Services Unit and Food Services Unit will receive the following wage increases:

**10.00% wage increase effective 7/1/2024
3.00% wage increase effective 7/1/2025
2.75% wage increase effective 7/1/2026
3.00% wage increase effective 7/1/2027**

There will be no increases after the expiration of this Agreement absent the agreement of the parties in negotiations for the successor collective bargaining agreement.

Section 3.

All bargaining unit employees in the Library Unit will receive the following wage increases:

**10.00% wage increase effective 7/1/2024
3.00% wage increase effective 7/1/2025
2.75% wage increase effective 7/1/2026
3.00% wage increase effective 7/1/2027**

There will be no increases after the expiration of this agreement absent the agreement of the parties in negotiations for the successor collective bargaining agreement.

Section 4.

- a.) Employees hired after 7/1/07 will be paid a new hire rate set 10% below the job rate in each grade (year one rate) for each year of the contract. Employees will be paid at this rate for the first twelve months of their employment. They will be placed at a rate set at 5% below the job rate of the grade (year two rate) for their classification on the twelve-month anniversary of their date of hire. They will be placed at the job rate of the grade on the second anniversary of their date of hire. After completing two (2) years at these new hire rates, employees will be eligible for subsequent negotiated increases at the beginning of each fiscal year.
- b.) Employees hired after 7/1/07 will be reviewed every three months during their first year of employment. The three (3) months of review during the first year of employment can be extended by the number of workdays an employee is off on any disability leave, unpaid time, or work break. They will proceed to subsequent steps at the beginning of the fiscal year.

Section 5.

- a.) Group leader positions will be assigned by polling interested individuals within a sub-unit, department, classification, shift and/or unit within a department at the discretion of the Employer. Qualifications for the position will be established and put in writing by the department director. If more than one person equally meets the qualifications for the position, occupational seniority will be used to break the tie. In cases where an individual is needed to perform Group Leader responsibilities for more than one classification (such as a trades project), individuals will be polled and the position filled on an equitable basis.
- b.) Group Leaders for Grades 84, 85, 86, and 87, and Grades 26 & 27 in the Library work unit, will be paid one dollar (\$1.00) per hour above their regular wage rate. When any other employee is temporarily assigned as a Group Leader in other grades, they will be paid seventy- five cents (\$0.75) per hour above their regular wage rate. Group leaders will continue to receive group leader pay while in training during working hours.
- c.) Permanent Group Leaders for Grades 2 through 10 will be paid one dollar (\$1.00) per hour above their regular wage rate unless paid by rate schedule. Group Leaders assigned on a temporary basis to fill in for Permanent Group Leaders will be paid seventy-five cents (\$0.75) per hour above their regular wage rate.
- d.) When any employee is assigned to temporarily replace a supervisor, they shall be paid one dollar (\$1.00) per hour above their regular rate.
- e.) Employees adversely affected by this article will be red-circled until they leave the noted position. New hires or promotions will be subject to this article.

Section 6.

- a.) New hires whose performance is unsatisfactory for two (2) consecutive

review periods or a total of three (3) review periods during the first year will be terminated.

- b.) Trainees who fail to progress for two (2) consecutive review periods or a total of three (3) review periods during the entire traineeship, will be returned to their former classification and corresponding pay rate.

Section 7.

- a.) A committee will be formed for the purpose of hiring Trainees in Facilities, Library or Foods Services work units when the director deems it appropriate. The committee will be composed of two (2) permanent members: one from management and one from the bargaining unit, plus two (2) additional members from management and two (2) additional members from the bargaining unit, one of whom must be from the classification in which the trainee is normally assigned. These appointments will be temporary and dependent upon the job in question. The director will appoint the management representatives and the Chapter Chairperson will appoint the representatives from the bargaining unit.
- b.) The procedure to hire shall be as follows:
 - 1) Posting of the job will be done according to contractual agreement.
 - 2) Bidding will be open to all members of the bargaining unit who do not currently hold, or have not previously held, a regular position in the skilled trade at Syracuse University for which the trainee position is posted.
 - 3) To determine genuine interest and ability, all prospective bidders must take a battery of tests.
 - 4) If feasible, the test should be given during working hours.
 - 5) A committee as outlined in sub-Section (a) will evaluate prior experience or training, test results, and possible personal interviews and submit three candidates to the director for final selection.
 - 6) The training should be a formalized program including the performance of appropriate work, and assignment to people within the classification recognized for special knowledge.
 - 7) Evaluation increments will be done by the supervisor with consideration given to recommendations by individuals involved in the training. The evaluation should show in writing that the employee has progressed to a certain level as predetermined by the committee.
 - 8) Trainee must take appropriate assigned courses after entering program and must successfully complete these courses. The University will reimburse trainee only for courses successfully completed at the rate of 100%. All courses taken must be completed before trainee completes the trainee assignment.
- c.) When the supervisor promotes a trainee to the classification upon completion of the trainee assignment, he or she can recommend to the

committee that the former trainee serve a trial period to correct any deficiency. The committee shall specify the length of the trial period (no less than 3 months and no more than 1 year) and shall also specify the actions necessary for correcting the deficiency. If the deficiencies are not corrected during the trial period, the former trainee will be returned to his or her former classification and corresponding pay rate.

- d.) For employees bidding into positions graded 5 and below who seek to participate in the Trainee program:
 - 1) Trainees starting after 7/1/07 will be paid a new trainee rate set 10% below the job rate of the grade for the position they are in training for. These trainees will be paid at this rate for the first twelve months of their trainee program. They will be paid a trainee rate set at 5% below the job rate of the grade for the position they are in training for in the second twelve months of their trainee program. On each anniversary date thereafter, these trainees will be paid a rate set at 5% below the job rate of the grade for the position they are in training for until they complete the trainee program. At the end of the trainee program, these employees will be placed at the job rate of the grade of their classification.
 - 2) Employees will start the Trainee Program at either their hourly rate at the time of their selection or at the rate detailed in Article 9, section 7 (d) 1, whichever is greater.
- e.) Employees bidding into positions graded 6 and above, who seek to participate in the Trainee program, will be compensated according to the pay structure described below, and compensation rate will be calculated in the following manner:
 - 1) Determine the **10% below job rate** for a grade 10 position of the year 1 rate in effect (e.g. \$22.553). This will become the trainee's new hourly base rate of pay, effective the day they start the trainee program. The trainee base rate will increase only upon successful completion of each evaluation period of the training program, based on the formula outlined below:
 - (i) Determine the **contractual hourly job rate** for the third year of the current CBA for the position that the trainee is being trained for (e.g. HVAC position job rate = \$28.337).
 - (ii) Determine the contractual **10% below job rate** for a grade 10 position (e.g. \$22.553).
 - (iii) Subtract the **contractual 10% below job rate** for a grade 10 position, from the **contractual hourly job rate** of the position for which the trainee is being

trained
(e.g.. $\$28.337 - \$22.553 = \$5.784$)

- (iv) Divide the difference calculated in (iii) above, by the number of evaluation periods contained in the length of the trainee program for the assigned classification (e.g. HVAC Trainee program length is 54 months i.e. 4.5 years. The trainee is to be evaluated every 3 months for a total of 18 evaluations during the program. So, the calculation would be $\$5.784 \div 18 = \0.321 .
- (v) Upon receiving each evaluation rating of “satisfactory” or higher, the amount calculated in (iv) above, i.e. $\$0.321$ will be added to the trainee’s base hourly rate of pay (e.g. $\$22.553 + \$0.321 = \$22.874$). This will then become the trainee’s new base rate of pay; and for each “satisfactory” or higher evaluation period completed thereafter, the trainee will receive the addition of the amount calculated in (iv) to their existing base rate of pay.
- (vi) If a trainee fails to complete any individual evaluation period of the program with a rating of “satisfactory” or higher, for that unsatisfactory period, they will not receive the addition to their base rate of pay described in (iv) and (v) above. Additionally, if the trainee fails to complete the entire trainee program, they will be returned to their former classification at the corresponding pay rate for an incumbent employee with the same number of years of service in the former classification.

- (2) If a trainee’s hourly rate in their former classification is higher than the start rate referenced in (1) above (i.e. 10% below grade 10 job rate), the employee will maintain their underlying hourly rate of pay, until they have completed a sufficient number of evaluation periods with ratings of “satisfactory” or higher so that the corresponding earned increases to their trainee job rate equals or exceeds their rate of pay in the former classification.

f.) The number of evaluation periods for a Trainee are:

- 12 for Trainees in Grades 6,7, 8, 9, 10, 24 and 84 (three (3) years)
- 14 for Trainees in Grades 25 and 85 (three and a half (3 ½) years)
- 16 for Trainees in Grades 26 and 86 (four (4) years)
- 18 for Trainees in Grades 27 and 87 (four and a half (4 ½) years)

Evaluation increments can be shortened at the supervisor's discretion, based on individual skill, ability, and experience without impacting or accelerating eligibility for pay increases.

- g.) Trainees are eligible to receive the scheduled pay increases every twelve (12) months, on the anniversary date of starting the trainee program provided they have successfully completed a minimum of four (4) evaluation periods during the prior twelve-month period. Trainees who fail to complete a minimum of four (4) evaluation periods during the prior twelve (12) month period will not receive a pay increase until four (4) evaluation periods are completed.
- h.) After completion of the Trainee Program, the employee will be eligible to receive subsequent negotiated increases at the beginning of each fiscal year.

Section 8.

- a.) When an employee is appointed to a higher classification, such employee will be placed at the rate of pay that corresponds to the rate of pay of the grade they left.
For example: A grade 2 Non-Food Handler is currently paid at the year one rate (10% below the job rate) of Grade 2 and is promoted to a Grade 3 Food Handler. They would be placed at the year one rate (10% below the job rate) of Grade 3 and continue to progress on their original new hire anniversary date in accordance with Article 9.
- b.) In the event that an employee is moved to a lower grade, regardless of the reason, they will be placed at the corresponding rate of pay of the grade they left. Thereafter, they will proceed to the subsequent pay rate at the beginning of the fiscal year. In the event that an employee is moved to a lower grade after previously being appointed to a higher classification, that employee will be placed at the highest pay rate previously attained. Further progression will be at the beginning of each fiscal year.

Section 9. New employees in all grades will normally be hired at the new hire rate for the job. However, experienced applicants can be hired up to the job rate for their job at the discretion of the Department Director or a designated representative.

Section 10.

- a.) Library employees working the regular hours of 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m. or on a flexible schedule shall be paid according to Schedule B which is the base hourly rate for library employees (See Library MOU in Appendix P.
- b.) Those Library employees who are required to work a planned continuous night shift schedule will be paid according to Article 12, Section 11. In the event that a position is removed from Schedule C, the rate of pay will be reduced to the amount in Schedule B.

ARTICLE 10 FRINGE BENEFITS

Section 1. In the event there is during the term of this Agreement the establishment of a new fringe benefit, or a change of content or cost in any of the fringe benefits in Sections 2., 3., 4., and 5. of this Article for non-represented, non-exempt employees of the Employer, such establishment, or change of content or cost shall be concurrently implemented for the employees covered by this Agreement. Before establishing a new benefit or instituting any change to the fringe benefits in Sections 2., 3., 4., and 5. of this Article and any new benefit, the Employer will discuss same with the Union. Discuss refers to the asking for the advice or opinion of the Union. The Employer will consider such advice and opinion in its decision; however, it is recognized that the Employer has the sole authority to make the final decision.

Section 2. Health Care Plan

- a.) Details of the Health Care Plan provided to bargaining unit employees are described in the "Plan Documents and Benefit Summaries" available in Office of Human Resources, located in 640 Skytop Office Building.
- b.) Some notable conditions presently in effect and subject to Article 10, Section 1 are:
 - 1.) The health insurance cost sharing for all SEIU members who are not eligible for Schedule B will be remain at the current 75% /25% Employer/Employee split.
 - 2.) Employee contributions for the Group Health Plan will be waived for any weekly pay period in which the employee receives only disability benefits. The waiver of premium will not extend beyond the duration of benefits under the Disability Benefits Plan.
 - a.) All full-time and regular part-time employees aged 65 or over, who continue to work, will continue coverage under the University's group health insurance plan at the same cost charged to other employees.
 - b.) Retiree health coverage is provided to bargaining unit employees as detailed in the Syracuse University Retiree Medical Benefits plan and the Syracuse University Retiree Prescription Drug plan. Summary Plan descriptions are available in the Human Resource Office of the Skytop Office building.
 - c.) The Service Employees Benefit Fund (SEBF) Dental Insurance will be provided as a dental insurance option for bargaining unit employees during the open enrollment period with coverage effective, if selected, on January 1, 2005. The University will contribute one hundred dollars (\$100) per year toward the premium costs for each employee who selects the SEBF Dental Plan. Employees are responsible for the remaining cost of

enrollment in the SEBF Dental Plan. The University will deduct the employees' contributions to the plan and forward them to the union on an agreed upon schedule.

- d.) The Service Employees Benefit Fund (SEBF) Optical Plan will be provided as an option for bargaining unit employees during the open enrollment period. In order to participate in the SEBF Optical Plan, employees must also be participants in the SEBF Dental Plan.

Section 3. Group Life Insurance Plan

- a.) Details of the Group Life Insurance Plan provided to bargaining unit employees are described in the "Group Life Insurance Certificate" available in the Benefits Office of the Human Resources Department,
- b.) Some notable conditions presently in effect and subject to Article 10, Section 1. are:
 - 1.) Plan provides a death benefit of \$10,000 for eligible employees.
 - 2.) Employee contributions for the Group Life Insurance Plan will be waived for any weekly pay period in which the employee receives only disability benefits. The waiver of premium will not extend beyond the duration of benefits under the Disability Benefits Plan.

Section 4. Retirement

- a.) Details of the Syracuse University Non-Contributory Retirement Plan and the Syracuse University Voluntary Retirement Plan provided to bargaining unit employees are described in the Plan Document available from the Office of Human Resources in the 640 Skytop Office Building.
- b.) Some notable conditions presently in effect and subject to Article 10, Section 1. are:
 - 1.) Employees must be at least 21 years of age and have one year of eligible service to participate.
 - 2.) Vesting will be immediate upon participation.
- c.) When an employee retires with twenty-five (25) or more years of active continuous service, the University shall provide the individual with a one-time wage payment in the gross amount of \$2,000.

Section 5. Education Benefits

Details and conditions of the Education Benefits presently in effect and provided to bargaining unit employees and subject to Article 10, Section 1. are:

- a.) Each full-time and regular part-time employee is eligible for remitted tuition up to twelve (12) credit hours per academic year, beginning with the fall semester. Full-time academic year and part-time fiscal year employees whose percent of effort is 70% or greater may take up to twelve (12) credit hours each academic year beginning with the fall semester. Regular part-time employees whose percent of effort is between 50% &

70% may take up to six (6) credit hours of remitted tuition each academic year. Employees hired after September 30 or January 30 may be eligible for prorated remitted tuition.

Regarding unused credits from the fall and spring semester: up to one half the number of credits for which the employee is eligible may be used in the summer session.

Bargaining unit employees may take classes during regularly scheduled work hours, but only with permission of the Director, Manager, or designated representative.

Remitted tuition does not cover individual instruction, courses taken at the College of Environmental Science and Forestry or SUNY Health Sciences Center, workshop courses where fees cover expenses other than tuition, or any fees such as student activity fees, laboratory fees, health services fees, athletic fees and the remitted tuition processing fee charged by University College.

All remitted tuition benefits end with termination of employment.

Employees and spouses who continue course work after the employee's termination date, must pay a prorated portion of the tuition.

- b.) Full-time and regular part-time employees may transfer some or all of their available remitted tuition for which they are eligible to their spouse or same-sex domestic partner, provided the spouse or same-sex domestic partner is not also eligible for remitted tuition as an employee or graduate assistant. An eligible spouse or same-sex domestic partner may use up to one-half of the transferred credits during the summer session.
- c.) Upon completion of three years full-time service (or its equivalent), full-time and regular part-time employees are eligible to apply for full Dependent Tuition benefits for their spouse and children, claimed as dependents with the IRS, who meet the University's academic and admission requirements. Dependent Tuition can only be used for matriculated study leading to the first baccalaureate degree.

The total value of the dependency tuition is equal to the minimum number of credit hours required for the completion of the first baccalaureate degree. Dependent Tuition can be used for regular tuition charges only.

The maximum benefit awarded is full tuition, less the sum of all tuition assistance, state or federal scholarships or grants received by the student who qualifies for such aid. Each recipient of Dependent Tuition who lives in University residential housing may use any applicable federal grants toward payment of room and board.

If a dependent student transfers from another institution to Syracuse University, the value of the dependency tuition benefit shall be the minimum number of credit hours required for completion of the Syracuse University baccalaureate degree program to which the student is admitted, less those credit hours accepted by Syracuse University toward completion of that degree program.

The employee parent must complete and submit a renewal request for

dependency tuition benefits each spring in order to receive benefits for the following year.

- d.) If an employee dies, becomes totally disabled, or retires under the University's approved retirement program, each dependent child who is already matriculated and receiving Dependent Tuition benefits at that time will continue to be eligible for such benefits. Other dependents who wish to receive a dependency scholarship after the employee's retirement, death, or total disability are eligible if the employee had completed at least 7 years of full-time employment prior to retirement, death, or becoming totally disabled.
- e.) Upon acceptance into the program, dependent children of employees who have completed the equivalent of 3 years of full-time employment are eligible to participate in the Tuition Exchange, Inc. Program. Benefit continues if the employee retires, dies, or becomes totally disabled.
- f.) Dependent children of employees who have completed 3 years of full-time employment are eligible for cash grants of \$1,250 per semester, for up to eight semesters, towards the tuition for full-time undergraduate study at another institution. Benefit continues if the employee retires, dies, or becomes totally disabled.
- g.) Current Internal Revenue Services (IRS) regulations will be used to determine if and when Remitted Tuition benefits are taxable. Currently these benefits are taxable as follows:
 - 1.) Graduate level courses taken by employees are not taxable until the total dollar value of graduate courses taken in a single calendar year exceeds IRS limits.
 - 2.) Graduate level courses taken by spouses are fully taxable.
 - 3.) All courses taken by same-sex domestic partners are fully taxable.

Section 6. The University will provide the opportunity for the Union to designate an employee to participate on the Employee Benefits Advisory Committee ("EBAC").

ARTICLE 11 WORKING OUT OF CLASSIFICATION

Section 1. An employee who is temporarily assigned by a supervisor to perform any of the distinguishing work of a higher classification for more than four (4) hours on a work day shall be paid the Year 1 rate for the higher classification or an additional fifty-five (\$.55) cents per hour, whichever rate is higher, for the total hours of the employee's regular shift for that day.

Section 2.

- a.) Work that distinguishes a skilled trade (grades 84-87) from all other classifications and/or skilled trades shall not be assigned by a supervisor to anyone in a lower classification, except in emergencies or to work with a

skilled trades person for training purposes. In the case of an emergency, personnel in grades lower than Grade 84 (i.e. grade 10 or lower) shall only perform the work which is necessary to correct the immediate emergency. If such work is performed by an employee in a lower classification without supervisory authorization, the Employer will require the employee to cease performing the work when the Employer is advised of the violation.

- b.) It is understood that, for purposes of Article 11, section 2, the Maintenance Mechanic position, grade 84, is not considered a skilled trade. Therefore, employees holding the position of Maintenance Mechanic shall not be assigned work that distinguishes a skilled trade from other classifications except as specified in the Maintenance Mechanic job description, for training purposes, as defined in section 2(c), or to correct an immediate emergency.
- c.) In the case of assignment for training purposes it is understood that personnel in a lower grade assigned for training purposes may perform the work of a skilled trade only under the direction of a skilled trades person. The duration of specific training assignments may vary in length but will not exceed 60 workdays for any individual in any calendar year.
- d.) Assignments to training opportunities as defined in section 2(c) will be made by supervisors based on the following process:
 - 1.) Employees will indicate their interest in consideration for training assignments by completing the online job interest profile and including the specific areas of interest for such assignments.
 - 2.) Supervisors will review the job interest profiles of the employees in the sub-unit to identify those employees with an interest in the trade areas prior to making an assignment.
 - 3.) Employees will be selected for assignments based on the criteria for selection posted in the work area, the type of training opportunity available and employee area of interest listed in the job interest profile.
 - 4.) In cases where more than one employee is interested and equally meets the selection criteria, bargaining unit seniority will be used to break the tie for the initial training opportunity in that trade.
 - 5.) New opportunities in a trade area may be assigned to less senior interested employees who equally meet the criteria. Where multiple training opportunities exist within a trade area, the opportunities will be assigned equitably.
- e.) A joint committee consisting of three (3) bargaining unit employees and three (3) supervisory managerial employees will be established for the following purposes:
 - 1.) To determine as nearly and as effectively as possible what is the distinguishing work of each skilled trade within the meaning of Section 2.a.) of this Article;
 - 2.) To replace Step 1 in the grievance procedure (Article 35) with respect to grievances claiming a violation of Section 2. a.) of this Article; and

- 3.) To review training assignments to ensure compliance with Section 2 of this article.

Section 3. Any employee assigned by management to perform any of the distinguishing work of a lower classification will be paid at his/her regular rate of pay.

Section 4. When a Head-Chef Dining Center is on a normally scheduled two (2) days off each week; the position of Second Cook – Dining Center will receive permanent group leader pay at the rate of \$1.00 per hour above his/her regular rate of pay for all hours worked on these days when they perform Head Chef – Dining Center duties.

ARTICLE 12 HOURS OF WORK AND OVERTIME

Section 1. Nothing in this Agreement shall be construed as a guarantee or limitation of hours to be worked per day, per week, or for any other period of time, or as a limitation on the right of the Employer to require a reasonable amount of overtime work.

Section 2. The normal workweek is 40 hours per week (except in the Library, where it is 37.5 hours per week) scheduled consistent with the needs of the Employer. Since the Food Service Unit and Library operate normally on a seven (7) day schedule, and the Mail Room on a six (6) day schedule, the daily and weekly work schedules may be changed from time to time to meet varying conditions.

Section 3. For the purposes of calculating the time off provided for in the labor agreement, including sick pay (Article 19), additional holidays (Article 20 section 3), vacation time (Article 21), personal business (Article 23), it is understood that the time off provided for in these articles 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 day used, until their full allotment of time off provided for in the specific article is exhausted. A person working a four-day per week, ten (10) hour schedule will use ten (10) hours for each day used, until their full allotment of time off provided for in the specific article is exhausted.

Section 4. In the Library, certain positions require work to be performed at times other than 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m. Schedule B rates apply to those employees who are assigned such a flexible schedule.

Section 5.

- a.) Time and one-half the regular rate of pay shall be paid for all hours worked in excess of forty (40) hours in any one workweek.
- b.) 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 6.

- a.) Employees covered by this Agreement required to work on any of the included holidays shall be paid in addition to their holiday pay, if they are entitled thereto, one and one-half times their regular straight time hourly rate for each hour worked on such day.
- b.)
 - 1.) Employees otherwise eligible under Article 12 Section 6 shall receive double time on the last day off 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.
 - 2.) Employees working in a department which normally operates on a six (6) or seven (7) day schedule shall, if eligible in accordance with Section 6. above, be paid time and one-half their regular rate of pay for all work performed on their first scheduled day off. All other employees shall, if eligible in accordance with Section 6. above, be paid time and one-half their regular rate of pay for work performed on Saturday.
- c.) When a holiday occurs during the normal work week, employees who are entitled to holiday pay shall be paid time and one-half for overtime work on Saturday, or the first scheduled day off for employees where Saturday is part of the scheduled work week, in the calendar week in which such holiday occurs. A floating holiday shall be treated in the same manner, except overtime pay will not be granted if an employee requests a floating holiday after having been informed of a planned overtime schedule.

Section 7.

- a.) In Food Services, schedules for commercial employees will be provided by management two (2) weeks prior to the semester openings.
- b.) If possible, notice of schedule changes will be supplied to employees one (1) week prior to change.
- c.) If more than one person is in a classification, shift and dining center 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 changed first. If no one prefers the schedule change, those individuals with least seniority will be changed first.
- d.) Bumping by employees will be allowed if the schedule change is greater

- than two (2) hours prior to, or after, the original starting time.
- e.) Schedule changes will be made up to four (4) weeks into the semester. If a change in schedule is made after that time period, the employee will be allowed to bump.
 - f.) Schedule changes may be made once per semester, per employee, or that employee will be allowed to bump according to seniority and classification.
 - g.) It is understood that this section does not apply to positions posted with variable schedules.

Section 8.

- a.) In Facilities if changes are made to the schedule, the affected employees will be notified at least two (2) weeks prior to the change.
- b.) If more than one person is in a classification, shift and work location (department, shop or sub-unit) 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 no one desires the schedule change, the least senior qualified employee will be assigned the changed schedule.
- c.) Employees will be polled by classification within sub-units for shift changes, as defined in Section 10 of this article, or when the scheduled days off change,

Section 9. The first shift is any shift that regularly starts at or after 5:00 a.m. but before 2:00 p.m. The second shift is any shift that regularly starts at or after 2:00 p.m. but before 10:00 p.m. The third shift is any shift that regularly starts at or after 10:00 p.m. but before 5:00 a.m.

Section 10. Library employees assigned to work Schedule C will be paid a seventy-five cent (\$0.75) differential in addition to the base rates listed in the wage schedule, until and unless modified by successor agreements between the parties. (See Appendix P, Library MOA)

- a.) Employees regularly assigned to work second shift, third shift, or Schedule C in the library, will not be paid the seventy-five cent (\$0.75) differential in addition to the base rates listed in the wage schedule, when they work other shifts that are not second shift or third shift, or Schedule C in the library e.g. when they work a morning shift elsewhere as an overtime assignment.
- b.) If an employee who is regularly assigned to work second shift, third shift, or Schedule C in the Library, works additional hours either immediately before or after that shift, with no break between the additional hours and their regular shift (second, third or Schedule C),

and those additional hours extend the length of their second, third or Schedule C shift (i.e. “extension of shift”), the seventy-five cent (\$0.75) differential will be paid for all hours worked on that shift, including those hours that preceded the 2:00 p.m. start time. However, if an employee who regularly works second shift, third shift or Schedule C employee starts work before 2:00 p.m., and ends work prior to 2:00 p.m., the employee will not be paid the seventy-five cent (\$0.75) differential for those hours worked.

Section 11.

- a.) Opportunity for overtime hours in the Food Service and Library Units will be rotated within a department, classification within a department, or food service facility, as in the past, provided the employee has the skill and ability to perform the required work. The object of such rotation is to balance charged overtime hours on a yearly basis.
- b.)
 - 1.) Opportunity for overtime hours in Facilities will first be rotated within a classification in the affected Facilities sub-unit.
 - 2.) If an overtime need cannot be satisfied by employees within the classification in the Facilities sub-unit where overtime is required, the overtime opportunity shall then be rotated among employees within the classification who are assigned to other Facilities sub-units.
 - 3.) The object of rotation is to attempt to reasonably balance on a yearly basis among employees in the same classification, scheduled overtime opportunities, the duties of which do not require a particular sub-unit expertise.
 - 4.) To ensure that rotation is done fairly to reasonably balance overtime opportunities, a combined master list of all employees in the Facilities sub-units will be maintained by a designee of the Facilities Vice President. This master list will be updated weekly. A copy of the master list will be sent weekly to the person in charge of each Facilities sub-unit.
 - 5.) Each Facilities sub-unit will also maintain an overtime list for all employees within that sub-unit, sorted by classification.
- c.) Overtime hours paid shall count as overtime hours worked and refused. Both shall be counted as charged hours for the purposes of balance. An employee may refuse an overtime assignment except when such employee has the least number of hours charged within the applicable group. However, an employee may not refuse overtime when working on a job which must be completed or buttoned up for the purposes of security or safety.

- d.) Temporary employees will not be assigned overtime before bargaining unit members except in cases of emergency or to complete a job. Bargaining unit employees who are in temporary positions will only be polled after all regular employees in that classification and sub-unit have been polled. Once all employees in the classification in the affected sub-unit are offered the overtime, bargaining unit employees temporarily in that classification sub-unit may be polled prior to polling outside of the classification sub-unit, provided they have the skill and ability to do the work required.
- e.) Records of charged hours will be maintained on an ongoing basis and posted not less than weekly.
- f.) When an employee has been skipped in violation of the overtime polling procedure in the following manner, and after discussion with the University the issue is upheld in any step of the grievance process, the University agrees to compensate the affected employee for all hours missed at the overtime rate of pay:
 - i.) When a supervisor is alerted to their potential violation of the overtime polling procedure by the Union, and the supervisor disregards the warning and violates the overtime polling policy, the affected employee will be compensated for all hours missed at the overtime rate of pay.

When a supervisor is alerted to a potential violation of the overtime polling procedure by the Union and as a result makes an error in the overtime polling by following the advice of the Union, the Union agrees to waive any grievance over the instance and the affected employee will not be compensated at their overtime rate of pay.
 - ii.) When a supervisor has violated the overtime polling procedure two (2) or more times within a contract year, the affected employee in each violation after the second violation in the contract year will be compensated for all hours lost at their overtime rate of pay.

Section 12. Newly hired or transferred employees in an applicable group shall be credited with maximum number of charged hours for an incumbent employee within the group. Newly hired or transferred employees in an applicable group shall be credited with maximum number of charged hours for an incumbent employee within the group. Employees out on a leave of absence or disability leave for a duration of one month or more will, upon return to work, be assigned the average number of charged hours accumulated by current active employees in the same classification who currently appear on the overtime list at that time. “Active employee” is defined as one who is still employed at the university, and not currently on either an authorized or

unauthorized leave of absence from work.

Section 13: The calculation of “average number of charged hours” will exclude consideration of staff who have been maxed out of the polling opportunity as a result of excessive call-outs for OT-related work, inactive employees (e.g. those out currently on leave), as well as each and every other employee who is temporarily exempted from earning overtime. Also excluded from consideration are erroneous assessments of “0” hours of overtime for active employees. All employees must provide to their managing department a telephone number by which they can be personally contacted for emergencies and call-ins.

Section 14. The Employer and Union agree to meet quarterly, upon request of either party, to review the overtime records for any working unit.

Section 15. No employee shall be rescheduled within the pay period for the purpose of avoiding payment of overtime.

Section 16.

- a.) Any trainee position in any occupation is a specific classification.
- b.) An employee in a trainee position will accumulate bargaining unit seniority while in the trainee position.
- c.) While in a trainee position, an employee will not be included in the overtime polling procedure and will not be included on any master overtime list. However, a trainee may receive training on an overtime basis while working with a skilled trades person.
- d.) An employee working in a trainee position will become part of the overtime polling procedure for that classification upon completion of the trainee assignment. The employee will be credited with the maximum number of charged hours for an incumbent employee within the group.
- e.) A trainee will begin to accumulate occupational seniority in the new classification after the successful completion of the trainee position.
- f.) Current employees in active trainee positions on the effective date of this agreement are covered under this agreement and will immediately be removed from all overtime polling lists.

ARTICLE 13 SENIORITY

Section 1. Employees shall accumulate the following categories of seniority:

- a.) University Seniority, which is the length of service with the University starting with the most recent date of hire.
- b.) Bargaining Unit Seniority, which is the combined length of service within any of the working units.
- c.) Working Unit Seniority, which is the length of service within a working

- unit (Library, Facilities, or Food Service).
- d.) Occupational Seniority, which is the length of service within a job classification listed in Appendices A., B., and C.

Section 2. Part-time employees shall accrue seniority on a prorated basis.

Section 3. Seniority shall be lost for the following reasons:

- a.) Discharge for just and adequate cause.
- b.) Resignation or retirement.
- c.) Being on continuous layoff for a period equal to bargaining unit seniority up to a maximum of two (2) years. The period of time spent on layoff shall not count towards seniority. Benefit coverage will terminate after one year.
- d.) Failure to contact the Employer within three (3) working days of receipt or evidence of delivery of a certified recall letter.
- e.) Failure to return to work within seven (7) working days after receipt or evidence of delivery of a certified recall letter.
- f.) Failure to return to work at the expiration of an authorized leave of absence or failure to notify the Employer of an absence longer than three (3) days.
- g.) As specified in Article 22, Section 8.
- h.) Failure to perform active University services for twenty-four (24) consecutive calendar months, except for absences covered under Article 22, Leave of Absence without Pay.

Section 4.

- a) In the event two or more bargaining unit employees have the same occupational seniority, bargaining unit seniority will be used to break the tie.
- b) In the event the employees have the same bargaining unit seniority, the birth date (Month/Day) of each employee will be used to break the tie. In these cases, the employee with the birth date that falls earliest in the calendar year will deemed more senior.

ARTICLE 14

PROBATIONARY EMPLOYEES

Section 1. Every newly hired employee shall serve a probation period during the first sixty (60) days worked. The probation period can only be extended by mutual written agreement between the Employer and the Union.

Section 2. A probationary employee may be disciplined or discharged without recourse to the grievance procedure.

Section 3. Probationary employees are not entitled to a seniority rating. However, when the probation period is successfully completed, the employee shall be credited with seniority as of the date of hire.

Section 4. Upon satisfactory completion of the probation period, the employee cannot transfer out of that position for nine (9) months, except when awarded a higher classification in accordance with Article 16, Section 3., or mutual agreement between the Employer and the Union.

ARTICLE 15

LAYOFF, RECALL AND TEMPORARY CLOSURES OF UNIVERSITY LOCATIONS

Section 1. The following procedures do not apply to any temporary layoff in the Food Service Unit.

- a.) In the event of a layoff, the Employer shall determine the number of employees and their occupations in each work unit affected. The layoff shall be in accordance with occupational seniority within each work unit. The employee with the least amount of occupational seniority in the affected work unit shall be the first to be laid off, provided the remaining employees in the work unit have the skill and ability to perform the remaining work of the occupation. For purposes of this section, the occupational seniority of the positions of Food Handler and Floater shall be combined. When a layoff occurs in the Dining Service Department, affected employees will first exercise their bumping rights within their present shift.
- b.) A laid off employee can displace another employee in his/her work unit with less occupational seniority in a classification previously held by the laid off employee.
- c.) A laid off employee who has never been employed in another classification in his/her work unit or who does not have enough occupational seniority in a previously held classification to bump another employee, can bump the employee with the least work unit seniority provided the employee is qualified.
- d.) An employee laid off from one work unit who has seniority in another work unit can bump the least senior employee in the other unit, provided the employee who is bumping has more work unit seniority and provided the employee is qualified.
- e.) Under no circumstances will a laid off employee be permitted to bump "into" a higher grade.
- f.) A laid off employee must notify the Human Resources Office within forty-eight (48) hours of receiving a layoff notice if the employee intends to exercise bumping rights. Once the decision is made, it is final.

- g.) The decision to bump rests solely with the laid off employee. If the bumping privilege is not exercised, the Employer agrees that the laid off employee's unemployment benefits will not be challenged by the employer. However, if the employee refuses an open job, it will be reported to the Unemployment Insurance Office.
- h.) Employees shall be recalled from layoff or returned to jobs from which they were bumped in reverse order of the layoff. Thus, when a vacancy occurs it shall be filled by the person with the greatest occupational seniority.
- i.) Seniority will be measured through last day worked for recall purposes.
- j.) In the event of a recall, when a new opportunity becomes available, the senior active employees already holding a position in the affected classification will be polled for interest prior to offering the opening to a displaced employee on layoff provided the new opportunity is a different shift than the one held by the senior active employee in the classification. The senior active employees in the classification interested in the new opportunity will be given the option to select the new opportunity until all interested senior active employees have had the chance to select the new opportunity. Once a senior active employee selects the new position the recalled employee will be placed in the position vacated by the senior active employee. If no senior active employee is interested, the recalled employee will be placed in the new opportunity. It is understood that this process will result in the move of only one senior active employee prior to the placement of the recalled employees.
- k.) Displaced employees on layoff will be offered any temporary opportunities within the classification prior to posting until a regular position becomes available.
- l.) If a displaced employee is offered a recall to a regular position, regardless of shift or sub-units, is declined he/she will no longer be afforded any opportunities (regular or temporary).

Section 2. In the event of a layoff, the following Union Representatives shall be the last to be laid off from their respective occupations provided they have the qualifications to perform the available work, and in accordance with available law, rules and regulations: Chair, Vice Chair, Chief Steward-Library Working Unit, Chief Steward-Food Service Working Unit, and Chief Steward-Facilities Working Unit.

Section 3.

- a.) Any trainee position in any occupation is a specific classification.
- b.) An employee in a trainee position will accumulate bargaining unit seniority while in the trainee position.
- c.) An employee working in a trainee position will continue to accumulate occupational seniority in the classification held immediately prior to

- successfully bidding into the trainee position.
- d.) An employee working in a trainee position will be placed in the occupational classification for which the training was intended upon completion of the trainee assignment with no occupational seniority. A trainee will begin to accumulate occupational seniority in the new classification after the successful completion of the trainee position.
 - e.) In the event of a layoff within a classification when an employee holds a trainee position for the affected classification, the trainee will be treated as the junior person in the affected classification, for layoff purposes only, and will be the first person affected by the layoff. If there is more than one trainee in the affected classification, the trainee with the least amount of time in the trainee position will be considered the junior person for layoff purposes.
 - f.) A trainee that is laid off will return to the classification held immediately prior to accepting the trainee position. Trainees displaced from a trainee position will be placed in the grade for this classification at the step that corresponds to the step the trainee would have progressed to had they not accepted the trainee position.
 - g.) Trainees displaced from a trainee position through lay-off will retain recall rights to a trainee position in the same occupation for 2 years. Trainees recalled to a trainee position will be re-evaluated to determine the appropriate place to resume the trainee program.
 - h.) Current employees in active trainee positions on the effective date of this agreement will continue to accumulate occupational seniority in their respective trade through the completion of the training period. When the trainee program is successfully completed, the employee shall be credited with occupational seniority as of their start date as a trainee. However, in the event of a layoff affecting these trainees, the layoff provisions detailed in this agreement will be applied and the trainee will be treated as the junior person in the trade for layoff purposes.

Section 4. Temporary layoffs in the Food Service Unit shall be handled in accordance with the following procedures:

- a.) An employee laid off from a closed facility can bump an employee with less occupational seniority in a facility which remains open; but if this right is exercised, the employee who bumped will not be allowed to return to the original facility when it reopens. Under no circumstances will a laid off employee be permitted to bump into another work unit.
- b.) Recall for summer or temporary assignment will be made from a recall list based on overall seniority by occupation of laid-off employees. In the event the recall list by classification has been exhausted, employees will be recalled to the open job by grade, by seniority. Employees so recalled will be paid at their regular rate of pay.
- c.) For purposes of this section, the occupational seniority of the positions

of Food handler and Floater shall be combined.

- d.) Whenever possible, the most senior employees shall have schedule preference by occupation for summer and temporary assignments within the assigned unit. Employees will be surveyed for preferences by April each year and must provide their preference in writing each year by April 15th. The stated preference will apply for the entire summer layoff period. Employees who fail to provide a preference will be assigned at the sole discretion of the department.

Section 5. A joint committee consisting of no more than five members each from the Union and Employer is formed to review the details of the summer program each year for the purpose of ensuring complete understanding and effective communication. The committee will meet by October 15th of each year or as mutually agreed upon.

- a.) When summer employment opportunities are available for Food Services employees, such opportunities will be posted online and subject to the bidding process outlined in Article 16. Only employees of the Food Services working unit are eligible to bid for summer program opportunities.
- b.) Positions covered under this section will be posted as janitorial and paid at the year one rate for Grade 3. Positions in painting and grounds keeping assignments will be paid at fifty (.50) cents per hour above the year one rate for Grade 3.
- c.) Employees who have completed five (5) or more consecutive years in the summer program will be paid as follows: Employees performing janitorial duties will be paid at the year two rate for Grade 3. Employees performing painting and grounds keeping duties will be paid fifty (.50) cents per hour above the year two rate for Grade 3. If an employee has a voluntary break in service from the summer program the employees will be paid as per Section 5 (b) above and will restart the accumulation of five (5) consecutive years of service.
- d.) In addition, winter break employment opportunities may be available to Food Services employees and will be posted as stipulated in a.) and b.) above.

Section 6.

- a.) Food Services employees subject to layoff in the summer and over the winter break may apply for temporary positions doing bargaining unit work in the appropriate summer or winter break temporary assignment pool. These opportunities will be posted no later than 4 weeks in advance of the layoff date for each scheduled layoff period. To apply for the Temporary Assignment Pool employees must complete an online application using the online process. The University will select employees from this pool in seniority order for intermittent events and non-skilled trades work assignments (other

than snow removal) of varying length during the layoff periods.

Eligible temporary assignment pool employees will be utilized prior to hiring temporary or seasonal employees from outside the University, provided they have the requisite skill and ability to perform the required work.

- b.) Positions covered under this section will be paid at the year one rate for Grade 3.

Section 7. The use of temporary workers shall not result in employees being laid off. Employees within a classification who have been laid off and were not able to accept an open position or bump into an alternate position with the University will be recalled to a temporary position within the same classification prior to hiring temporary employees from the outside.

Section 8. Employees subject to a summer layoff may apply for an exemption from recall no later than April 15th. Those employees approved for a summer exemption will be notified by May 1st. Those employees receiving exemptions will have their service date and occupational seniority date adjusted for the period of exemption.

Section 9. This section will apply to temporary closures of University locations that occur, other than Food Services Temporary layoffs, (e.g., closings for building renovations) where bargaining unit jobs are not being reduced or eliminated.

The reassignment of staff will be considered as “relocation of assignment” where best efforts will be made to place staff in positions at other locations within two (2) hours of their current shift.

Additionally, staff titles will not be changed, unless the employee applies to a job posting seeking another position or exercises their bumping rights when given notice of the proposed relocation of assignment. If the employee chooses to exercise their bumping rights, the bumping process described in Section 1(d) through Section 1(g) of this Article will be utilized.

ARTICLE 16 TRANSFER AND PROMOTION

Section 1.

- a) Polling. When an opening in a job classification occurs, the employees in the same classification will be polled for interest in the opening. If the opening is not filled by a person in the job classification, it will be filled through the bidding process. There shall be no “trial period” for positions obtained through polling.
- b) Bidding. All job openings not filled through polling will be conspicuously posted for five (5) working days in all work areas within

the bargaining unit. The posting shall contain the job title, job description, pay grade, rate of pay, shift and in the case of temporary vacancies, the duration of the vacancy. The job posting will include location for informational purposes only and will not be considered a permanent part of the job classification. Instructions for bidding on the job will also be included.

Section 2. All interested bidders are required to complete an online application to be considered for the posted position.

Section 3.

- a.) For Grade four (4) and below positions in the Facilities and Food Service Units, the job will be awarded to the bidder with the most bargaining unit seniority who is qualified to perform the job in question.
- b.) For Grade five (5) and above positions in the Facilities and Food Service Units, and Grade twenty-seven (27) and above positions in the Library Unit, the job will be awarded to one of the three qualified bidders with the most bargaining unit seniority and selected by the hiring department. All things being relatively equal, the job will be awarded to the bidder with the most bargaining unit seniority.

Section 4.

- a.) The qualified bidders are those who possess the “Qualifications” and “Job Specific Qualifications” listed in the job description for the posted position. No employee shall be considered who has a valid written warning or more serious discipline on file which is less than 180 calendar days old from the date of the warning to the date of the posting or has not completed the required online application.
- b.) No employee shall be appointed through polling who has a valid written warning or more serious discipline on file which is less than 180 calendar days old from the date of the warning to the date of the polling. Should no employee in the classification express interest in the polled opportunity, the University has the discretion to offer the opportunity to an employee in the classification with active discipline who has expressed interest.

Section 5. Any employee who has failed to complete the trial period for a position is not eligible to bid for that position for a one-year period.

Section 6. If there are no interested or qualified bidders within the bargaining unit to fill a vacancy, the Employer shall have the right to hire qualified applicants from outside the bargaining unit.

Section 7.

- a.) An employee transferred or promoted through the job bidding procedure shall serve a trial 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 trial period is successfully completed, the employee will be credited with occupational seniority for the trial period. If the employee cannot perform the job during the trial period, the employee will be returned to the position held prior to accepting the bid and will be credited with occupational seniority for the trial period. The trial period can only be extended by mutual written agreement between the Employer and the Union. This 45-day trial period shall not be available to vacancies filled by polling.
- b.) While an employee is serving a trial period, he/she is prohibited from bidding for another job.
- c.) Upon satisfactory completion of the trial period, the employee cannot transfer out of that position for nine (9) months except when awarded a higher classification in accordance with Article 16, section 3 or by mutual agreement between the Employer and the Union.
- d.) If an employee does not successfully complete the trial period the University may either repost the position or, upon the consent of the union, select the next senior qualified bidder from the original pool of qualified bidders.

Section 8. If an employee does not satisfactorily complete the trial period, the Employer will provide copies of any available written trial period evaluations to the employee and departmental Chief Steward. The employee can grieve the Employer's decision.

Section 9. The University will provide the list of bargaining unit employees who have bid on an open bargaining unit position to the Chief Steward within five (5) workdays of the posting end date. The Chief Steward will be sent the name of the employee awarded the job once the position has been filled

Section 10.

- a.) When a bargaining unit employee is awarded a temporary position through the bidding process, and the temporary position is of a higher classification, the bargaining unit employee will be paid at the higher of the following two rates, but not to exceed the job rate for higher classification:
 - 1) At a rate that is \$.50 (fifty cents) per hour more than the employee's hourly base rate of pay in their permanent position;

Or

- 2) At a rate that is 5% below the job rate of the title of the

temporary position

If adding \$.50 to the employee's underlying base rate of pay would cause their hourly base rate to exceed the job rate, the employee will be paid at the job rate for the higher classification.

- b.) When a bargaining unit employee is awarded a temporary position through the bidding process and it is a position in a lower classification, the bargaining unit employee will be paid the job rate of the new classification or his/her regular rate of pay whichever is less.
- c.) When possible, for employees in an open-ended temporary assignment, the University shall provide two (2) weeks' notice of the end date of the temporary assignment.
- d.) If there are no bargaining unit applicants that meet the minimum requirements of the temporary vacancy that the department seeks to fill, the department, within its sole discretion, may fill the temporary vacancy with one of the "unqualified" bargaining unit applicants who will be deemed an "assistant" to the position title (e.g. "Assistant Groundskeeper") for as long as they serve in the temporary opportunity. When a bargaining unit employee is selected to be an "assistant" to a title that is of a higher classification than the employee's permanent position, the bargaining unit employee (i.e. "assistant") will be paid using whichever one of the following methods results in the highest hourly rate of pay in the temporary role:
 - 1) At the rate of 10% below the job rate for the title of the temporary position that is being filled; or
 - 2) At a rate that is \$0.15 (fifteen cents) per hour more than the employee's hourly base rate of pay in their permanent position; or
 - 3) At the employee's regular rate of pay if the regular rate falls within the salary range for the title of the temporary opportunity.

ARTICLE 17 LICENSING AND CERTIFICATION

The University will cover the costs of statutory and professional license renewals and re-certifications necessary to meet the minimum qualifications for the job title. Such coverage will include the cost of physical examinations required as a prerequisite for the professional and statutory licensing and certification. Additionally, the University will cover the labor cost associated with such licensing and certification process e.g. taking a class required for the certification or licensing process, or completing a required related physical. This provision is not intended to cover non-CDL driver's licenses, or statutory and professional licenses not required by the minimum job qualifications.

ARTICLE 18

DISCIPLINE AND DISCHARGE

Section 1. No employee who has completed the probation period will 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).

Section 2. Any charge levied by the Employer against an employee must be substantiated.

Section 3. Except in emergencies, the employee and the Union will be given copies of any charges levied by the Employer and any disciplinary action which is initiated as a result thereof. The Union will receive copies of all such notices within three (3) days.

Section 4. All disciplinary warnings and letters of counsel will be considered invalid twelve (12) months from the date of the event which gave rise to the disciplinary action. Upon the request of the employee, such notice shall be removed from the employee's file and returned to the employee, per Article 30, Section 3.

Section 5. The Employer agrees that reprimands are to be constructive in nature and shall not be issued in public.

Section 6. No employee shall be disciplined or discharged more than thirty (30) calendar days, excluding vacation time and other time away from work, after the event giving rise to the discipline or discharge. Cases that involve a pattern of behavior or outside investigation are not subject to this time limit. The Employer shall retain the right to discipline or discharge if the Employer 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 Employer knows, or should reasonably have known of the event. By mutual agreement of the Employer and the Union, the time limit for imposing discipline or discharge may be extended.

Section 7. Except for work rule violations resulting in immediate termination of an employee, suspension review meetings will be scheduled within five (5) working days of the request by the Union to Labor Relations for a suspension review meeting, when possible. The University will provide the Union with the name, date of suspension, work rules violated and other pertinent information within two (2) working days of the suspension. A Labor Relations representative will determine the date, time and location of each suspension review and will notify the Union. The Union is responsible for notifying affected employees of the meeting date.

Section 8: Discipline Process

1. The University and the Union agree to the following steps for progressive discipline, in order of least severe to most severe:
 - a. Verbal warning
 - b. Letter of counsel
 - c. Written warning 1
 - d. Written warning 2
 - e. Suspension (of not more than five [5] workdays, except with Union Agreement);
 - f. Termination

The Union and the University acknowledge and agree that 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.

2. Notwithstanding the provisions above, the Union and the University agree that certain offenses will not require progressive discipline, and that 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.
3. Going forward, 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.
4. No employee shall be considered who has a valid written warning or suspension on file which is less than 180 calendar days old from the date of the warning to the date of the posting.
5. The University will not suspend an employee during an investigation, prior to discipline, except in cases where the employee’s presence creates a concern regarding the safety, security, or health of persons or property, or in cases where the conduct being investigate would constitute a crime, or where criminal charges are pending against the employee.

ARTICLE 19

DISABILITY BENEFITS PLAN

Section 1.

The Employer provides a disability plan for "off the job" illness or injury for full-time and regular part-time employees (as defined in Article 2).

- a.) The plan provides for first year employees in accordance with New York State Disability Law. In order to receive disability benefits, the employee must comply with the eligibility requirements under New York State Disability Law.
- b.) When the first employment anniversary is reached, the existing plan (as detailed in the Syracuse University Disability Benefits Plan and Summary Plan Description on file in Human Resources) will be in effect.

Section 2. Workers' Compensation

"On the job" illness or injury will be covered under existing Workers' Compensation Law and University policy. In order to receive workers' compensation benefits, the employee must comply with the eligibility requirements under Workers' Compensation Law.

Section 3. Sick Pay

- a.) For the purposes of calculating the time off in this article it is understood that six (6) workdays is equal to forty-eight (48) hours for employees in the Facilities work unit and Food Services work unit. For employees in the Library work unit it is understood that six (6) workdays is equal to forty-five (45) hours. 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.
- b.) At the beginning of each fiscal year, current full-time and regular part-time employees will be credited with six (6) days to be taken at full pay (or pro-rated for regular part-time employees). These days may also be used for absence due to injury or sickness of a spouse or any eligible dependents.
- c.) Those hired on or after July 1 will accrue one day of sick pay (or pro-rated for regular part time employees) every three months until the following July 1, at which time they will be credited with six (6) full-pay sick days for that fiscal year.
- d.) Eligible employees actively employed at the end of the fiscal year and who have not used all of their accrued full-pay sick days (excluding employees who are on the Sick Abuse List who will forfeit these provisions), will receive a cash bonus at the rate of 75% for each unused day. Pay will be

calculated at the hourly rate in effect as of the last full week in June. For the purposes of this section, employees in the Food Services on summer exemption will be considered “active” and therefore entitled to the cash bonus payout referenced above.

- e.) The sick bonus will not be paid for unused days that were accrued from the date of hire through the end of the fiscal year. The bonus will only be paid to staff who were actively employed for an entire fiscal year.
- f.) It is understood that bargaining unit employees who exceed their hours of sick pay pursuant to paragraph 3(a) of this Article shall be paid at a reduced rate of 67% of full pay (“Reduced sick leave” or “RSL”) for each day they call out sick, up to a maximum of 40 hours if they are not on an authorized legally protected medical leave. An employee who has exhausted their contractual sick days, and who calls out sick beyond 40 hours for reasons other than a legally protected medical leave, will be permitted to choose between utilizing their accrued benefit time to cover their absence or choose to have their absence unpaid. This 40-hour limitation shall not apply to employees who are on a legally protected medical leave under existing statutory provisions such as NY Paid Family Leave, the Family and Medical Leave Act, or who are currently serving the New York State Disability law waiting period and the Worker’s Compensation Waiting period. Employees who are on a legally protected statutory leave, such as those listed above, will be allowed to utilize RSL to cover the approved, authorized absence, except that those employees on intermittent authorized statutory leaves will only be able to use RSL to cover the number of absences specifically authorized by the medical certification if an employee takes additional intermittent leave that exceeds the amount authorized by the medical certification, beyond 40 hours, they will be permitted to choose between utilizing their accrued benefit time to cover their absence or choose to have their absence unpaid. Notwithstanding the above, the employer retains its right to utilize progressive discipline to correct abuse of sick time.

Section 4.

- a.) When it appears that there is abuse of disability benefits, the employee must be advised in writing, in advance, that medical evidence will be required for any period of disability. When an employee is advised that abuse is suspected, the disability benefit usage record in question will be outlined in a warning memorandum and the employee will be required to submit a medical statement supplied by the employer when additional disability benefits are used. A copy of the required medical statement form is attached as Appendix F. Any disability leave or sick pay usage of more than three (3) days and that is approved and taken under the provisions of the Family

Medical and Leave Act will not be used in determining if there has been an abuse of disability benefits.

- b.) Cases requiring a doctor's certificate for each absence due to illness, when abuse of disability benefits is suspected, will be periodically reviewed for the purpose of determining whether such penalty may be eliminated. The affected employee will be notified, in writing, of his/her right of review by their supervisor. If such request is made by the employee, this review may take place three (3) months after such notice was issued. Six (6) months after a memorandum is issued, the employee's disability usage record will be reviewed by a committee consisting of the employee's supervisor, a Union officer or Steward, and a Human Resources Representative. In the event the abuse is deemed by a majority of the committee to no longer exist, the memorandum will be void. Otherwise, reviewing will continue each six (6) months thereafter. This decision is not subject to Article 35, Grievance and Arbitration, of this Agreement.

Section 5.

See "Syracuse University Disability Benefits Plan and Summary Plan Description" in the Benefits Office of the Human Resources Department for details.

ARTICLE 20 HOLIDAYS

Section 1. The Employer will grant the following paid holidays each calendar year. The nine (9) scheduled holidays are:

New Year's Day	Thanksgiving Day
Memorial Day	The Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	Martin Luther King Day
Labor Day	

Section 2. Two (2) holidays will be granted at varying times dependent upon the Employer's schedule.

Section 3. Employees in the Facilities and Food Services work units who have completed their probation period will receive sixteen (16) hours additional holiday time. Employees in the Library work unit who have completed their probation period will receive fifteen (15) hours additional holiday time. The days on which the holiday time is taken shall be subject to mutual agreement by the supervisor and employee. Employees shall give at least forty-eight (48) hours' notice to the supervisor of the desired holiday dates, except in cases of valid emergency. The holiday time may be taken in less than full day increments.

Section 4. Pay for these holidays will be given to all employees actively employed on the day before and the day after such holiday. Unexcused absence on the last scheduled working day before or the first scheduled working day after the holiday will make the employee ineligible for pay for the holiday. Employees shall not receive holiday pay for holidays occurring during periods when they are not scheduled to work or are on layoff.

Section 5. Pay for Inclement Weather Conditions (Special Floating Holiday Pay)

1. These provisions will apply to a “partial closure” of the University (which is defined as a closure that occurs after the start of the normal business day), “delayed opening,” (which is defined as a delayed start to the normal work day), and a “full closure” (which 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 occur at the start of your regularly scheduled shift on the following calendar day.
2. A university closure occurs when the university ceases all regular, daily business operations, other than essential services, for a period of time. However, cancellation of classes or individual building closures do not by themselves constitute a “closure.”
3. 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.
4. Employees who are required to work during a university closure, will be paid:
 - a. at their regular hourly rate of pay for each hour worked up to 40 hours for that pay week, and
 - b. at a rate of time-and-a-half their hourly rate of pay for hours worked over 40 hours for that pay week.
5. An employee who is required to work during the closure will also receive an equivalent amount of floating holiday time off for each hour at work during the university closure, up to the maximum number of hours in your regularly scheduled shift.
6. 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.
7. As with all requests for time off, schedule of use of the “banked” floating holiday will be subject to approval by the employee’s supervisor.

8. Any employee who is working as scheduled at the time that a 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.
9. 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.
10. 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.
11. 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.
12. Employees that have already worked the entirety of their regular shift prior to a partial University closure later that same business day, those employees will not receive additional pay or a banked floating holiday for having worked on the same day as the closure.

Section 5. Food Service employees on layoff during the shutdown periods will be given the Holiday's as listed in Section 1 and Section 2 of this Article as paid holidays provided, they work their last scheduled day before the start of the layoff and return to work as scheduled. This is not applicable to Food Service employees who choose to go exempt during the layoff periods. (They will not receive the holidays during these times.) In addition, should an employee receive holiday pay s/he was not entitled to, the parties agree that a vacation day would be deducted from that employee's balance.

Section 6. If any of the above paid holidays under Section 1 shall fall on a Saturday, it shall be observed on the preceding Friday.

Section 7. If any of the above paid holidays under Section 1 shall fall on a Sunday, it shall be observed on the following Monday.

Section 8. An employee shall receive one day's pay at the regular straight time

daily rate for each holiday. Part-time employees shall receive prorated holiday pay for the holidays described in Sections 1 and 2 when the holiday is celebrated on their scheduled workday.

Section 9. The University agrees to extend Orange Appreciation Days to all Food Services employees.

ARTICLE 21
VACATION

Section 1.

- a.) Vacation with pay shall be granted to employees covered by the Agreement in accordance with the following schedule and subject to the qualifying requirements set forth herein. Effective July 1, 2004, such days will be accrued at the start of the fiscal year.
- b.) Beginning on July 1, 2004, any full time or regular part time employee already on the payroll will immediately be eligible for paid vacation (prorated in the case of part time). Employees hired on or after July 1, 2004, will become eligible for vacation pay at the beginning of the fiscal year.

Continuous Service Amount of Vacation

Upon reaching July 1 following
the date of hire –

Service	Facilities/Food Services/Library	Vacation Hours
1-4 years of service	80 hours	75.0 hours
5th anniversary falls	120 hours	112.5 hours
6th anniversary falls	120 hours	112.5 hours
7th anniversary falls	120 hours	112.5 hours
8th anniversary falls	120 hours	112.5 hours
9th anniversary falls	120 hours	112.5 hours
10th anniversary falls	120 hours	112.5 hours
11th anniversary falls	128 hours	120.0 hours
12th anniversary falls	136 hours	127.5 hours
13th anniversary falls	144 hours	135.0 hours
14th anniversary falls	152 hours	142.5 hours
15th anniversary falls	160 hours	150.0 hours
16th anniversary falls	168 hours	157.5 hours
17th anniversary falls	176 hours	165.0 hours
18th anniversary falls	184 hours	172.5 hours
19th anniversary falls	192 hours	180.0 hours

20th anniversary falls	200 hours	187.5 hours
Upon reaching the fiscal year in which the 30th anniversary	240 hours	225.0 hours

Section 2. The vacation year shall be the fiscal year and may be taken at any time during the year that is mutually agreeable to the Employer 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, pay in lieu of vacation will not be granted. Also, vacations cannot be accrued from year to year. No more than one (1) weeks' vacation shall be used in less than full day increments.

Section 3. In Food Service, vacations should be taken at any time during the normal shutdown periods of the Food Service operation.

Section 4. If an employee is transferred to another department, any vacation time accumulated will be transferred.

Section 5. If an Employer recognized holiday falls within an employee's vacation period, the day shall not count as a vacation day on the employee's record.

Section 6. Preference for vacation time will be determined by seniority and posted in each work area. Tentative vacation time must be designated by each employee by March 15th of each year for the period from March 16th through December 31st. Preference for vacation time will be determined by seniority. For vacation time during the period from January 1st through March 15th, and for vacation time during the period from March 16th through December 31st that was not requested by March 15th, the employee must submit a written request at least ten (10) days in advance. Requests will be approved on a first come first served basis. All things being equal, seniority will decide a conflict. All vacation time requests are subject to mutual agreement of the employee and the supervisor. Except for emergencies, a request to change pre-designated vacation time should be received by the supervisor at least ten (10) days before the vacation time begins.

Section 7. 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. Requests for vacation pay in advance will be limited to a minimum of one (1) week.

Section 8.

- a.) An academic year employee is eligible for vacation with pay on a prorated basis. However, an academic year employee must have actually worked 52 weeks before receiving their initial vacation benefit. Thereafter, they receive prorated vacation benefits.

- b.) A regular part-time employee is eligible for vacation with pay on a prorated basis.
- c.) Employees who are hired to work a full schedule and work at least nine (9) months (39 weeks) but less than twelve (12) months each calendar year will be entitled to receive full vacation benefits, as outlined in Section 1. Food Services employees who remain on recall status during shutdown periods will continue to accumulate time towards vacation eligibility.
- d.) Employees who work a full schedule, but not less than twenty (20) hours per week on a planned basis for six (6) months (26 weeks) but less than nine (9) months (39 weeks) per calendar year will receive prorated vacation benefits.

ARTICLE 22

LEAVE OF ABSENCE WITHOUT PAY

Section 1.

- a.) Employees with at least one (1) year of bargaining unit seniority shall be eligible for a leave of absence without pay, not to exceed two (2) years or overall length of bargaining unit seniority, whichever is less.
- b.) If an employee is granted a leave without pay for any reason other than disability, their benefits coverage will terminate after one year.

Section 2. A request for a leave of absence without pay must be submitted in writing to the Service Center in the Office of Human Resources after the immediate supervisor has initialed the request.

Section 3. A reasonable request for a leave shall not be denied by the Employer unless the employee's absence will seriously interfere with the work requirements of the Department.

Section 4. The Employer shall respond in writing within one (1) week of the request for the leave. A copy of the Employer's response will be sent to the Union office.

Section 5. The seniority of an employee on a leave of absence without pay will not be broken, nor will the time spent on the leave be counted toward seniority, except as provided by Law pertaining to Military Leave.

Section 6. Any employee who accepts employment elsewhere without written permission from the Employer shall be deemed to have voluntarily quit. This does not apply to an employee on an Educational Leave who accepts an assistantship or work-study job from an educational institution.

- a.) A employee who has been granted a leave of absence by the University for the purpose pursuing union activities with SEIU Local 200United or its

International Union, limited solely to attending a conference or training opportunities may receive a stipend without being deemed to have resigned. It is understood that such leaves may be granted under the following conditions:

- 1.) Leave of absence to pursue union activity will only be granted to Union officers.
- 2.) Leave of absence to pursue union activity will only be granted to one individual per calendar year.
- 3.) No more than one (1) employee may be out on a leave to pursue union activities at any time.
- 4.) Employees are limited to one (1) leave of absence for the purpose of pursuing union activities during the course of their employment.
- 5.) A leave of absence to pursue union activities shall not exceed six (6) months.
- 6.) An employee on a leave of absence to pursue union activities that accepts employment elsewhere will be deemed to have resigned.
- 7.) All other sections of Article 21 apply to leaves of absence to pursue union activities.

Section 7. An eligible employee who is a member in good standing of the Group Life and Health Insurance Plans may continue the coverage while on an approved leave of absence by paying in advance the total premium for a period of not less than one (1) month.

Section 8. In the event that the position held by the employee has been filled and there is no other like position available upon the employee's return, the employee will be placed on a preferential hiring list and considered for open positions before any consideration is given to candidates outside the bargaining unit. Any employee who has been carried on the preferential hiring list for one (1) year and has not been given the opportunity for employment in a like position, can apply to the Human Resources Department for an extension not to exceed six (6) additional months. Extensions will not be unreasonably withheld. Upon completion of the time on the preferential hiring list (18 months maximum), the employee will lose seniority.

ARTICLE 23

PERSONAL BUSINESS

Section 1.

- a.) Full-time employees who work at least nine (9) months a year will be allowed sixteen (16) hours of personal leave in the Facilities and Food Services work units, and fifteen (15) hours in the Library work unit each fiscal year. These hours are with pay at their regular straight time earnings based on normal scheduled hours. The applicable shift premium will be included in this calculation for employees who are eligible to receive a shift

premium. Full-time employees who work less than (9) months in the fiscal year will receive prorated personal days.

- b.) Part-time fiscal year employees will be allowed up to sixteen (16) hours of personal leave in the Facilities and Food Services work units, and fifteen (15) hours in the Library work unit each fiscal year with pay on a prorated basis.
- c.) Effective July 1, 2004, all full time and regular part time employees already on the payroll will be credited with sixteen (16) hours business days in the Facilities and Food Services work units, and fifteen (15) hours in the Library work unit each fiscal year (pro-rated in the case of part time employees). Employees hired on or after July 1, 2004 will be credited with sixteen (16) hours of personal business time in the Facilities and Food Services work units, and fifteen (15) hours in the Library work unit each fiscal year at the beginning of the fiscal year, following their date of hire.
- d.) Personal leave credits must be used in a minimum of one-half (1/2) hour increments.

Section 2. Personal business is defined as activities that normally can be conducted only during normal work hours or for emergencies involving doctors, lawyers, dentists and the like.

Section 3. Employees should request such personal leave for personal business purposes from the supervisor before 12:00 noon on the day prior to the day requested, except in cases of valid emergency.

Section 4. If, due to shortage of personnel or any reason involving job requirements, the Employer is unable to grant such personal leave at the time requested, another day shall be substituted on a mutually agreeable basis.

ARTICLE 24 BULLETIN BOARDS

Section 1. The Union shall have the right to have notices posted on bulletin boards designated for such purposes.

Section 2. All such notices will be submitted to the Head of Labor Relations or designee and such notices will be posted by the Union and restricted to Union meetings and announcements, Union elections and results thereof, and social and recreational affairs.

Section 3. The bulletin boards in the libraries' areas Bird Library are for the purpose of posting Union information, restricted to Union meetings and announcements, Union elections and results thereof, and social and recreational affairs. Such notices will be submitted to the Director of Libraries or a designated representative before posting by the Union.

ARTICLE 25 FUNERAL LEAVE

Section 1. The Employer agrees that up to three (3) days of leave with pay for which the employee would otherwise be scheduled to work will be authorized within five (5) days from the date of notification of death in the immediate family. Requests for extension of leave beyond the three (3) days may be charged to earned vacation, if such extension seems justified by the employee's supervisor. If the interment of an immediate family member is delayed for any reason, then the employee can save the three days or any portion thereof, to attend the burial. Verification of relationship and death may be requested if a question arises.

Section 2. The immediate family includes mother or father, foster or stepparents, husband or wife, son or daughter, sister or brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandparents-in-law, grandchildren, foster and stepchildren.

Section 3. For the purpose of Article 24, Funeral Leave, only, and not to affect any other Article of this Agreement, the Employer will grant the benefits noted in Article 24, Section 1., to an employee's registered same sex or opposite-sex domestic partner. To comply with this Section the employee must complete an Affidavit of Domestic Partnership at the Syracuse University Employee Benefits Office, Skytop Office Building. The employee must immediately notify the Employer if there is any change of circumstances attested to in the Affidavit by completing a Statement of Termination of Domestic Partnership at the Employee Benefits Office.

ARTICLE 26 JURY DUTY

Section 1. Employees will be excused for jury duty provided they have notified their immediate supervisor with proof of subpoena or a notice to serve.

Section 2. The Employer will pay each employee the employee's base hourly straight time rate, provided said employee submits the weekly attendance certificate supplied by the court.

Section 3. On any day the employee is excused from jury duty by the midpoint of their scheduled work shift, they are required to return to work. If a second or third shift employee serves a half of a day of jury duty, then the employee does not have to report for their scheduled shift.

Section 4. In those cases where an employee is subpoenaed to serve as a witness in a public trial in which the employee is not the defendant or plaintiff, the provision

for jury pay will be extended to the employee.

ARTICLE 27 VOLUNTEERS

Section 1. The Employer will provide full pay to an employee for time spent fighting fires during normal working hours, providing the employee is a bona fide member of a unit that is engaged in such activities, and has presented such proof as required by the Employer.

Section 2. Providing the employee is a bona fide member of a unit that is engaged in emergency medical services, and has presented such proof as required by the Employer, the Employer will provide full pay to an employee for time spent, during normal working hours, as an Emergency Medical Technician while completing an emergency situation. The employee will not schedule any volunteer hours that conflict with his/her normal working hours or answer any calls while working.

ARTICLE 28 REPORTING PAY

Section 1. The Employer agrees that employees covered by this Agreement who are called back for an emergency, or are called in on a temporary assignment, shall be guaranteed a minimum of four (4) hours 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 refuses assigned work shall not be eligible for this guaranteed minimum.

Section 2. This Article does not affect scheduled overtime attached prior to or after the normal schedule.

ARTICLE 29 AUTO EXPENSE

When it becomes necessary for an employee to use a private automobile for the business of the Employer, the employee will be reimbursed provided each action was authorized by the employee's supervisor prior to such use.

- a.) For Employees in the Facilities Unit: This allowance will be at the rate of \$55.00 per week for those driving three (3) days or more in any one week and \$17.50 per day for those driving two (2) days or less in one week.
- b.) For Employees other than those in the Facilities Unit i.e. Food Services and

Library: This allowance will be at the rate of \$53.00 per week for those driving three (3) days or more in any one week, and \$15.50 per day for those driving two (2) days or less.

ARTICLE 30 SAFETY EQUIPMENT

Section 1. The University shall provide Personal Protective Equipment (PPE) and bargaining unit employees shall wear PPE as required pursuant to OSHA or any federal, state, or local laws and/or regulations. Facilities Unit employees, except custodial staff, Libraries Unit warehouse facility and delivery employees, and Food Service Unit drivers and warehouse employees (including vending) are required to wear ANSI/OSHA approved safety shoes. Facilities Unit custodial staff and all other Food Services Unit employees are required to wear ASTM F3445-21 SR standard slip resistant shoes.

Section 2. All employees in the Facilities Unit, excluding custodial staff, and all employees in the Libraries Unit required to wear safety shoes will be reimbursed by the Employer for ANSI approved safety shoes and OSHA approved industrial safety eyeglasses upon the presentation of a receipted bill. The maximum reimbursement for shoes and eyeglasses each year (July 1 – June 30) will be One Hundred Dollars (\$100.00).

Section 3. For Facilities custodial staff and Food Service Unit employees, the Employer will reimburse all employees for appropriate safety shoes, as designated by the Department Head, upon presentation of a receipted bill. The maximum reimbursement for such purchase each year (July 1 - June 30) will be Seventy-five Dollars (\$75.00).

ARTICLE 31 PERSONNEL FILE

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

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

Section 3. Upon request of the employee, any material detrimental to an employee's work record will be removed from the employee's file after twelve(12)

months. Upon request of the employee, materials related to a suspension will be removed from the employee's file after eighteen (18) months. All materials that reflect a violation of any applicable law, court or administrative order or ruling will remain in the file.

ARTICLE 32 REST PERIOD

Section 1.

- a.) **Rest Periods:** All employees will receive a paid rest period of fifteen (15) minutes during both the first and second half of each regular workday. Any employee who works a six (6) hour workday will receive one (1) 15- minute rest period as scheduled by their supervisor.
 - i. Rest periods must be taken in the building or work area to which the employee is assigned - unless employee is given explicit authorization by the appropriate supervisor to take the break elsewhere.
- b.) **Unpaid lunch Break:** In accordance with NYS labor law, any employee working a shift of more than six (6) hours will be granted an unpaid lunch break of at least 30 minutes during that scheduled shift, in addition to the paid 15-minute rest period referenced in paragraph a) of this section.

Section 2. Any employee who works twelve (12) consecutive hours or more shall be reimbursed for a meal, or, in case of Food Service workers, supplied a meal. The reimbursement rate for a meal shall be nine dollars (\$9.00).

Section 3. When Asbestos Abatement Workers are working in an enclosed abatement area, they will take a forty-five (45) minute lunch period in lieu of any rest period. When not working in the enclosed area, they will take scheduled rest periods.

ARTICLE 33 WASH-UP TIME AND UNIFORMS

Section 1. All Facilities Services and Food Services employees shall have a period of five (5) minutes before the mid-shift meal period for wash-up time and ten (10) minutes at the end of the work shift for the purpose of cleaning and replacing work tools and washing up.

- a.) Food Service employees who are supplied uniforms by the University shall have a period of five (5) minutes after the start of their work shift to change from their street clothes to the authorized work uniform and five (5) minutes before the mid-shift meal for wash-up time and five (5)

minutes at the end of the work shift for the purpose of cleaning and replacing work tools, washing up and changing to their street clothes.

Section 2. 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.

- a.) Facilities Services. The University will issue apparel items for all Facilities Services Division staff. All Facilities Services employees will be required to wear a University issued apparel item which is based on the position for which you have been hired.
- Employees must openly display their University ID at all times while on duty.
 - University issued apparel will be kept neat, clean and in good condition at all times.
 - The University issued apparel must be the outermost layer of clothing worn by an employee while on duty.
 - Employees are responsible for the proper maintenance, laundering and care of these items. This includes laundering the University issued apparel regularly.
 - If a piece of University issued apparel needs to be replaced due to normal wear and tear, the University will replace it at no expense to the employee at the department's discretion.
- b.) Food Services. The University will issue rented uniforms or University issued apparel for all Food Services Division staff. All Food Services employees will be required to wear the designated rental uniform or University issued apparel, based on the position for which you have been hired. Food Services rental uniforms are not allowed to leave the workplace unless expressly authorized by the University.
- Employees must carry their University ID at all times while on duty.
 - Uniforms and University issued apparel will be kept neat, clean and in good condition at all times.
 - The University will be responsible for laundering rental uniforms; Employees are responsible for the proper maintenance, laundering and care of University issued apparel items. This includes laundering the University issued apparel regularly.
 - The rental uniform/ University issued apparel must be the outermost layer of clothing worn by an employee while on duty.
 - If a rental uniform/ University issued apparel piece needs to be replaced due to normal wear and tear, the University will replace it at no expense to the employee at the department's discretion.

- Employees working in a franchise location are required to comply with the dress requirements dictated by the franchise agreement.
- Food Services employees are required to comply with grooming and food safety regulations of the Onondaga County Board of Health.

ARTICLE 34 PREMIUM PAY

Section 1. Anytime an employee works in excess of 40 feet above ground (not including roofs) with or without supportive equipment, such employee will receive a ten percent (10%) an hour increases in their current rate for performing such work. This provision is intended to cover the unusual assignments and is not appropriate for employees such as roofers, painters or other skills who normally work on roofs, except if the height where the work is performed is in excess of 40 feet above the roof. The roof will be considered the ground. Employees who perform work on the roof of the Carrier Dome will receive the ten percent (10%) per hour differential.

Section 2. Asbestos Abatement workers will receive a 10% per hour increase in their current rate when the air temperature in an enclosed work area is 120 degrees Fahrenheit or higher.

Section 3. Warehouse workers in the Commissary and Facilities workers will receive a 10% per hour increase in their current rate schedule when working in the freezers for two (2) consecutive hours or more.

ARTICLE 35 GRIEVANCE AND ARBITRATION

Section 1. A grievance shall be any matter involving interpretation or application of this Contract and shall be subject to the following procedure. For the purposes of this Article, the term “workday” means Monday through Friday, except that the holidays recognized in this Agreement shall not be counted.

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 fifteen (15) workdays of the event giving rise to the grievance. The supervisor shall have five (5) 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. Any grievance unresolved in Step 1 shall be reduced to writing,

signed by the employee or the Union representative, and submitted to the employee's appropriate department director within fifteen (15) work days following the occurrence giving rise to the grievance or five (5) workdays following the supervisor's verbal response, whichever comes first. Within fifteen (15) 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. If the grievance is not resolved in Step 2, the Union shall notify the Employer's Head of Labor Relations or their designee. The Union and the Employer's Head of Labor Relations or designee shall meet at a time mutually convenient, for the purpose of resolving this dispute. This meeting shall be held within ten (10) workdays following delivery of the department director's written answer in Step 2. The Employer shall give a written decision to the Union within ten (10) 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 Employer 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 Employer) to a mutually agreed on arbitrator, or if none, to the American Arbitration Association in accordance with its voluntary arbitration rules. The decision of the arbitrator shall be final and binding on each party. Such arbitration shall be held, if possible, during normal work hours.

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

Section 3. The arbitrator shall have no power to add to, subtract from, 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. No award shall be effective retroactively beyond the date the grievance was first raised orally with the supervisor (see Step 1).

Section 4. The fees and expenses of the Arbitrator shall be shared equally by the Employer and the Union, except that, if the sole issue in the grievance is to enforce the payment of funds agreed to by the University in a settlement of a prior grievance, then the University will bear the full cost of the Arbitrator's fees and expenses, unless it prevails in the arbitrator's opinion and award.

Section 5. Any settlement between the Employer and the Union at any stage of the grievance procedure shall be binding on the Employer, the Union and the aggrieved employee or employees. Any payment pursuant to any settlement of a grievance shall be made within 15 calendar days.

Section 6. Unless the grievance is raised, served in writing, referred, appealed, and submitted to arbitration within the time limits at each stage herein set forth, and which may be extended only by the written consent of both the Employer and the Union, it shall be deemed that the parties have waived the right to arbitration and the matter shall be deemed closed. If, at Stages 1 through 3 of the grievance process, the Employer fails to respond within the timeframes, without an agreed upon extension, the Union may advance the grievance to the next stage as if the grievance had been denied.

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

ARTICLE 36 HEALTH AND SAFETY

Section 1. It is the intention of the Employer to create and maintain safe, healthful and sanitary working conditions. All affected bargaining unit employees are required to adhere to any and all applicable changes to the OSHA requirements, or any federal, state, or local laws.

Section 2.

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

ARTICLE 37 CLASSIFICATION, JOB DESCRIPTIONS AND RECLASSIFICATIONS

Section 1. The job classifications and corresponding pay grade designations are in

Appendices A, B, and C.

Section 2. In the event that the Employer creates a new job or classification, institutes an upgrade and/or modifies or changes a job description, the Employer will meet with the Union to discuss such changes and the pay grade for the affected job. If the Union disagrees with the Employer's determination, the matter will be resolved using the procedures outlined in Section 5.

- a.) A job classification may only be reviewed for upgrade when there have been meaningful changes to the tools, technology, qualifications, working conditions, duties and/or responsibilities of the position that increase the complexity of the position and the skills, knowledge and abilities of the incumbents in that position. Either party may request a review for upgrade based upon the above cited criteria.
- b.) The University will perform an on-site evaluation of the classification being reviewed for upgrade when deemed necessary.

If the Union agrees with the proposed changes, or if the Union fails to object to the proposed changes in writing to the Associate Vice President for Labor and Employee Relations or their designee with 90 days of the first presentation of the changes to the Union, the changes will take effect.

Section 3. The pay grade assigned to a new or modified job classification shall be consistent with those already established.

Section 4. Job descriptions shall accurately reflect the duties and responsibilities of the job.

Section 5. All disputes arising out of this article shall be resolved in Labor/Management meetings, with representatives from the Office of the Compensation Manager present.

Disputes left unresolved after the Labor/Management meetings will be referred to an impartial mediator. Any dispute left unresolved after mediation will not be reviewable through the grievance and arbitration procedures, except for the fact question of whether the position has been appropriately classified and/or graded. The arbitrator's jurisdiction will be limited to whether or not the position is appropriately classified and/or graded. In the event that the arbitrator determines that the position has been inappropriately classified and/or graded, the arbitrator will have no power to award any retroactive back pay, retroactive upgrade, or any other retroactive relief.

ARTICLE 38 LIBRARY GRANTS AND CONTRACTS

Section 1. The University Library will set up a new classification for positions funded by grants or contracts. These positions will be called Special Projects I, II, III, IV, and V, and paid according to the present grading system.

Section 2. When a Special Projects position is eliminated, the following procedures will apply:

- a.) A displaced employee must bid into an open position for which they are qualified, if the position is at the grade level held prior to the Special Projects position or higher.
- b.) If the only open position for which the employee is qualified is at a lower level than the grade held prior to the Special Projects position, the employee may either bid into that position, or bump another employee with less occupational seniority in a position held prior to the Special Projects position.
- c.) A displaced employee who does not have enough occupational seniority to bump into a previously held position, may bump the least senior employee in the working unit, provided they are qualified for the job.
- d.) The decision to bump rests solely with the employee. However, if the bumping option is exercised, the employee may not bid out of that position for a period of nine (9) months, unless for an upgrade, or by mutual agreement between the Employer and the Union.

ARTICLE 39 PARKING

Section 1. Bargaining unit employees in Facilities and the Library, and 12-month employees in Food Service, using University property to park their private automobile will be required to continue to follow all rules and regulations of the Syracuse University Parking and Transit Services Department and pay a fee in accordance with the payment schedule charged all University employees.

Section 2. Those Facilities employees who are issued a PPT permit by the department will not be subject to any fee beyond their normal parking charge.

Section 3. For the 2018-2019 academic year, the Syracuse University Parking and Transit Services Department (“PTS”) will recalculate all Food Services employees parking based on their 32 weeks of guaranteed work to establish their individual salary basis. Subsequent to that calculation, PTS will refund any money owed for overpayment based on this recalculation.

Section 4. For the life of this agreement (July 1, 2019 – June 30, 2024) PTS will calculate all academic year Food Services employees’ parking fees based on their 32 (thirty-two) weeks of guaranteed work to establish their individual salary basis. Employees who take a summer exemption will be required to turn in their parking passes to PTS immediately following commencement.

Section 5. The University will reconstitute the Parking Advisory Committee (“PAC”. The SEIU Union will have two spots on the PAC for their members. The PAC will meet to discuss parking policies, including a desire on behalf of the Union to have PTS examine the fees being charged for lots that are exclusively employee only. The PAC will create a formula to calculate the actual annual base rate of pay for Food Services employees who work less than a full fiscal year.

ARTICLE 40 ELECTRONIC DEVICES

While on the property of the Employer and in the performance of their duties, bargaining unit members will not use any electronic communication devices such as a cellular telephone or pager. There will be no unauthorized personal use of any such devices and such authorization will not be unreasonably withheld.

ARTICLE 41 POST-ACCIDENT DRUG TESTING

The University and the Union agree to provide for post-accident drug testing in accordance with this Article.

The University may, in its discretion, require post-accident drug testing when an employee damages a vehicle/piece of equipment or property, and/or causes injury to a person, to establish if the employee was under the influence of drugs or alcohol at the time of the accident that resulted in the damage. This ability to conduct testing is separate and apart from the mandatory drug and alcohol screening that is required under federal law for certain holders of Commercial Driver Licenses engaged in safety sensitive functions as defined in federal regulations.

Also, in accordance with the terms of **Article 8, Section 6** of this CBA, up to two (2) bargaining unit members may be designated as drug and alcohol testing specialists and approved by the employer.

ARTICLE 42
PUBLIC SAFETY

When DPS is assigned to conduct an administrative investigation on behalf of the University, employees will be informed of their Weingarten rights prior to being questioned. When DPS is conducting a criminal investigation and has an employee in custody the employee will be Mirandized before questioning in accordance with the requirements of the law.

ARTICLE 43
AGREEMENT SUBJECT TO APPLICABLE LAW

In the event any applicable law or court or administrative order or ruling is or shall be in conflict with any provision of the Agreement, the provision in such conflict shall be made by mutual agreement to conform to the law, order or ruling, and otherwise the Agreement shall continue in full force and effect.

ARTICLE 44
COMMUNICATIONS

Any required written notice or communication shall be delivered or sent by mail addressed, in the case of the Union, to the designated Union Representative, 701 Erie Blvd., West, P.O. Box 1130, Syracuse, New York 13204 with a copy to the Chapter Chairperson, and in the case of the Employer, to the Executive Director, Human Resources Services or other designee, Skytop Office Building, Syracuse University, Syracuse NY 13244-5300

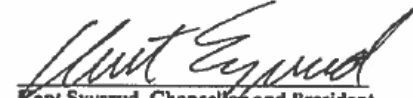
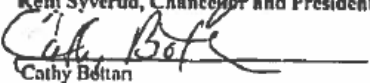
ARTICLE 45
DURATION OF AGREEMENT

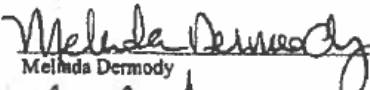
This Agreement shall continue in effect until June 30, 2028, at midnight and shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to any termination date either party serves written notice on the other of a desire to amend or modify the Agreement.

**ARTICLE 46
APPLICATION OF CONTRACT**

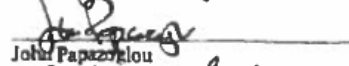
This Contract shall be binding on the parties hereto and their successors or assigns. The undersigned are fully authorized representatives of Syracuse University and Local 200 United of the Service Employees International Union and hereto have executed this Agreement effective July 1, 2024.

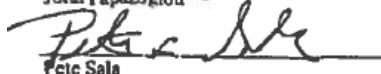
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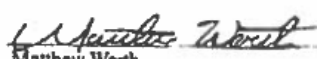

Kent Syverud, Chancellor and President

Cathy Belfari


Melinda Dermody

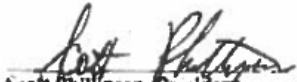
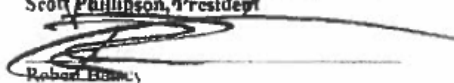

Mary Pat Przymania

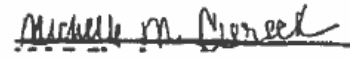

John Papazoglou

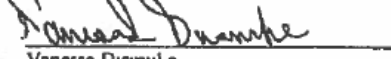

Pete Sala

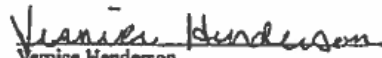

Matthew Werth

**FOR SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
200UNITED**

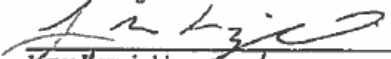

Scott Phillinson, President

Robert Boney

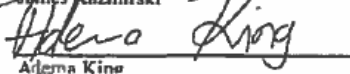

Michelle Cierak


Vanessa Dismuke

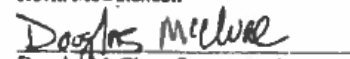

Vernice Henderson


Elizabeth Hughes


James Kazmirski


Arlene King


Kevin McCutcheon


Douglas McClure, Sergeant at Arms
& Business Agent


John O'Reilly

APPENDIX A
LIBRARY

GRADE 27 Library Technician IV	GRADE 29 Library Facility Technician

APPENDIX B FOOD SERVICES

GRADE 2 Checker Non-Food Handler	GRADE 7 Logistics Specialist Truck Driver II
GRADE 3 Baker Helper Cashier Commissary Helper Cook's Helper Cook's Helper – Pizza Maker Floater Food Handler Storeroom Attendant	GRADE 8 Head Chef*
GRADE 4 Snack Bar Helper	GRADE 9 Baker Cash Control Operator Production Chef*
GRADE 5 Events Helper Warehouse Assistant	
GRADE 6 Baker B Second Cook – Catering Second Cook – Dining Centers Snack Bar Attendant Truck Driver Warehouse Helper	
*Title becomes effective 1/1/2026	

APPENDIX C FACILITIES

GRADE 3 Janitor	GRADE 84 Glazier Painter Maintenance Mechanic
GRADE 4 Janitor – Special Assignment Mail Clerk - B	GRADE 85 Auto Mechanic Grounds Technician Meter Maintenance Panel Control Operator Hazardous Materials Technician Equipment Operator
GRADE 5 Floor Maintenance Worker Laborer Mail Clerk – A Postage Meter Operator Special Projects Worker	GRADE 86 Auto Technician Carpenter Mason
GRADE 6 Athletic Field Worker Inserting Machine Operator Truck Driver	GRADE 87 Athletic Field Technician Carrier Dome Roofer Electrical Maintenance Electrician Electronics Technician Equipment Maintenance HVAC Mechanic Locksmith Machine Repair Technician Millwright Monitor Control Operator Plumber Sheet Metal/Roofer Steamfitter Steam Plant Operator Welder
GRADE 7 Courier – Facilities Facilities Maintenance Worker Groundskeeper Truck Driver II Truck Driver Property Control	

GRADE 8 Materials Handler Move Crew/Property Control	
GRADE 9 Window Washer	
GRADE 10 General Maintenance Truck Equipment Operator	

APPENDIX D

UNION BUSINESS

Outline of procedures to be followed when Union representatives are required to leave their work to attend to Union business. The procedural requirements are:

1. Authorization to leave the job or to stop performing the job to go on Union business must be obtained in advance from the Union representative's supervisor.
2. Authorization may be obtained in person or by telephone, but Union representatives are not to leave the job to seek out their supervisor to obtain such authorization. If the Union representatives are unable to contact their supervisor, they must remain at work until such time as they are able to make contact.
3. The information requested on the Union Business Time Record Form (below) must be provided or authorization to leave the job will not be granted. If Union business is to be conducted at more than one location, or if more than one issue is to be discussed, all locations and/or reasons for Union business must be reported. The Union representative's supervisor will actually complete the form.
4. Upon completing Union business, the Union representatives for Facilities must telephone the Control Center at 3-1234 or 3- 2272 and report the time and location of their return to work. If Union business extends beyond the end of the representative's scheduled shift, they should so report to their supervisor on the following workday.

APPENDIX E

UNION BUSINESS TIME RECORD FORM

(Authorization to leave the job to perform Union Business)

“Union Business” includes meetings during which stewards are appearing on behalf of Syracuse University employees who are SEIU Local 200 United union members including, but not limited to, grievance meetings, investigatory meetings, grievance hearings Union Business also includes meetings involving only union members themselves, whether on University Campus or at other locations.

Please complete a separate form for each absence or time-off request.
Additionally, a release request must be submitted even if the representation event or union meeting occurs at the Steward’s assigned work location.

EMPLOYEE (Print Name) _____

SHIFT START (Date/Time): _____ SHIFT END: _____

WORK LOCATION: _____

DATE FOR WHICH RELEASE TIME IS
REQUESTED: _____

START TIME OF REQUESTED RELEASE: _____

ANTICIPATED END TIME OF REQUESTED RELEASE: _____

PURPOSE FOR WHICH RELEASE TIME WILL BE USED:

LOCATION OF RELEASE ACTIVITY: _____

EMPLOYEE SIGNATURE: _____ DATE: _____

MANAGERS AND SUPERVISORS COMPLETE BELOW

DATE REQUEST FOR RELEASE TIME WAS SUBMITTED TO
SUPERVISOR/MANAGER: _____

(Date of Submission)

APPROVED/DENIED BY:

(Print Name, Signature, Date)

AFTER RELEASE, EMPLOYEE RETURNED TO WORK LOCATION AT THE FOLLOWING DATE AND TIME:

TOTAL RELEASE TIME AWAY FROM WORK: _____

For Employees requesting release:

- Authorization will be subject to business and operational needs at the time of the requested release, but will not be unreasonably withheld.
- This form must be completely filled out and signed by both the requesting employee and the supervisor/manager for the release to be authorized.
- Failure to obtain proper authorization prior to leaving a scheduled shift may subject an employee to disciplinary action.

For Manager/Supervisor authorizing the release:

- When the release is completed and signed, whether authorized or denied, please give a copy to the requesting employee.
- Scan and email a copy of the completed, signed release to **hrlaborrelations@syr.edu**
- Any questions regarding this process, call the Head of Labor Relations at 3-9095, or call HR Shared Services at 3-4042 and ask to be transferred to Labor Relations.

**(EXCERPT FROM: COLLECTIVE BARGAINING AGREEMENT
BETWEEN SYRACUSE UNIVERSITY AND SEIU
LOCAL 200UNITED APPENDIX D) UNION
BUSINESS**

Outline of procedures to be followed when Union representatives are required to leave their work to attend to Union business. The procedural requirements are:

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4. Upon completing Union business, the Union representatives for Facilities must telephone the Control Center at 3-1234 or 3- 2272 and report the time and location of their return to work. If Union business extends beyond the end of the representative's scheduled shift, they should so report to their supervisor on the following workday.

MEDICAL CERTIFICATION FOR DETERMINATION OF PAYROLL STATUS

APPENDIX G

WAGE SCHEDULES NEW HIRE WAGE SCHEDULE

A newly hired employee will start at the applicable Year 1 rate. After 12 months of employment, the employee will advance to the applicable Year 2 rate on the anniversary date of their hire. After an additional 12 months of employment the employee will be placed at the job rate for their classification and will be eligible for the negotiated increase at the beginning of the next fiscal year.

The Wage Schedules for this Agreement are contained on the next pages.

1-Jul-24			
Food Services	2025	2025	2025
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
2	20.666	18.599	19.633
3	21.582	19.424	20.504
4	23.031	20.728	21.879
5	24.168	21.751	22.959
6	25.340	22.806	24.072
7	26.439	23.794	25.116
8	27.707	24.936	26.322
9	28.842	25.957	27.399

Physical Plant	2025	2025	2025
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
3	21.582	19.424	20.504
4	23.031	20.728	21.879
5	24.847	22.362	23.605
6	25.933	23.339	24.635
7	27.113	24.400	25.757
8	28.431	25.588	27.008
9	29.657	26.693	28.174
10	30.875	27.786	29.330

Skilled Trades	2025	2025	2025
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
84	32.692	29.423	31.056
85	33.416	30.074	31.745
86	34.320	30.888	32.604
87	34.913	31.422	33.167

Library-Schedule B	2025	2025	2025
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
27	25.575	23.018	24.297
29	29.657	26.693	28.174

Library-Schedule C	2025	2025	Food Services
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
27	26.384	23.746	25.064

1-Jul-25			
Food Services	2026	2026	2026
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
2	21.286	19.157	20.222
3	22.229	20.007	21.119
4	23.722	21.350	22.535
5	24.893	22.404	23.648
6	26.100	23.490	24.794
7	27.232	24.508	25.869
8	28.538	25.684	27.112
9	29.707	26.736	28.221

Physical Plant	2026	2026	2026
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
3	22.229	20.007	21.119
4	23.722	21.350	22.535
5	25.592	23.033	24.313
6	26.711	24.039	25.374
7	27.926	25.132	26.530
8	29.284	26.356	27.818
9	30.547	27.494	29.019
10	31.801	28.620	30.210

Skilled Trades	2026	2026	2026
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
84	33.673	30.306	31.988
85	34.418	30.976	32.697
86	35.350	31.815	33.582
87	35.960	32.365	34.162

Library-Schedule B	2026	2026	2026
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
27	26.342	23.709	25.026
29	30.547	27.494	29.019

Library-Schedule C	2026	2026	Food Services
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
27	27.176	24.458	25.816

1-Jul-26			
Food Services	2027	2027	2027
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
2	21.871	19.684	20.778
3	22.840	20.557	21.700
4	24.374	21.937	23.155
5	25.578	23.020	24.298
6	26.818	24.136	25.476
7	27.981	25.182	26.580
8	29.323	26.390	27.858
9	30.524	27.471	28.997

Physical Plant	2027	2027	2027
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
3	22.840	20.557	21.700
4	24.374	21.937	23.155
5	26.296	23.666	24.982
6	27.446	24.700	26.072
7	28.694	25.823	27.260
8	30.089	27.081	28.583
9	31.387	28.250	29.817
10	32.676	29.407	31.041

Skilled Trades	2027	2027	2027
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
84	34.599	31.139	32.868
85	35.364	31.828	33.596
86	36.322	32.690	34.506
87	36.949	33.255	35.101

Library-Schedule B	2027	2027	2027
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
27	27.066	24.361	25.714
29	31.387	28.250	29.817

Library-Schedule C	2027	2027	Food Services
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
27	27.923	25.131	26.526

1-Jul-27			
Food Services	2028	2028	2028
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
2	22.527	20.275	21.401
3	23.525	21.174	22.351
4	25.105	22.595	23.850
5	26.345	23.711	25.027
6	27.623	24.860	26.240
7	28.820	25.937	27.377
8	30.203	27.182	28.694
9	31.440	28.295	29.867

Physical Plant	2028	2028	2028
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
3	23.525	21.174	22.351
4	25.105	22.595	23.850
5	27.085	24.376	25.731
6	28.269	25.441	26.854
7	29.555	26.598	28.078
8	30.992	27.893	29.440
9	32.329	29.098	30.712
10	33.656	30.289	31.972

Skilled Trades	2028	2028	2028
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
84	35.637	32.073	33.854
85	36.425	32.783	34.604
86	37.412	33.671	35.541
87	38.057	34.253	36.154

Library-Schedule B	2028	2028	2028
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
27	27.878	25.092	26.485
29	32.329	29.098	30.712

Library-Schedule C	2028	2028	Food Services
		Year 1 rate -	Year 2 rate -
Grades	Job Rate	10% below	5% below
27	28.761	25.885	27.322

APPENDIX H BACKGROUND CHECK

It is the intention of the University to have existing staff represented by SEIU background-checked with all the protections afforded by the law. However, the members of SEIU will be background-checked only following the completion of all background checks for all staff across the University.

It is understood that these background checks will only go back seven (7) years from the date the search is initiated. Under no circumstances will the results of the search be shared with supervisors or managers or bargaining unit staff and the results will be held confidentially by Human Resources and/or the designated outside vendor. Human Resources will procure all background checks, which will include criminal history record checks at the state and federal level, the sex offender registry, the terrorist watch list, and child protective services checks at the state level. Additionally, employees will fill out a questionnaire regarding any convictions in their past. However, that questionnaire will only ask about any convictions for crimes against children or crimes of a sexual nature. Employees will also report any future arrests for crimes against children or crimes of a sexual nature that occur while they are employed at Syracuse University.

In addition, any employee represented by SEIU who has a background check result with one or more serious convictions that may result in removal, termination or any impact on their position, will have a right to appear before the Director of Labor Relations or the confidential designee of the Chief Human Resources Officer to express any and all relevant circumstances surrounding their conviction that the employee believes the University should consider prior to any decision is made regarding removal, termination, or any impact on their position.

The employee will be provided two representatives from the Union. Following this meeting, the University will decide what action will be taken. Should the Union disagree with the decision by the University, the Union can file a grievance pursuant to the grievance process in the contract.

APPENDIX I

OVERTIME POLLING PROCEDURES

(Revised June 2017)

1. All overtime (both scheduled and emergency) will be offered to employees in the needed classification first.
2. If all personnel in the needed classification refuse in their unit, then those in the needed classification will be polled from the master overtime list.
3. If all workers in the needed classification refuse, then it will become mandatory for the employee in the affected (in that classification) with the least number of charged hours. However, the unit may opt to work another unit employee out of classification (provided s/he has the necessary skill and ability), outsource, or offer the overtime to a person in that unit and classification who is on vacation, but has expressed interest in working overtime.
4. If all workers in the needed classification refuse, then it will become mandatory for the employee in the affected (in that classification) with the least number of charged hours. However, the unit may opt to work another unit employee out of classification (provided s/he has the necessary skill and ability), outsource, or offer the overtime to a person in that unit and classification who is on vacation, but has expressed interest in working overtime.
5. All employees will be placed at zero hours charged at the beginning of each fiscal year. Employees with the most overall bargaining unit seniority will be given the first overtime opportunities within their classification until all employees in the particular job classification have been given the opportunity for overtime.
6. Employees will be charged for the overtime opportunity based on the number of hours the employee would have been paid. For example, if the opportunity is at time and one-half, 4 hours of work will be charged as 6 hours. Overtime hours offered and refused will be totaled and posted weekly.
7. Any employee who can't be reached using the preferred phone number employees provide (i.e., voice mail or unanswered call) or refuses overtime will be charged the number of overtime hours offered as calculated above.
8. Employees who are on vacation, personal business, floating holiday,

Orange Appreciation Days, special floating holiday, Workers' Compensation, Disability, military leave, funeral leave, jury duty, leave of absence, or do not have the skill or ability to perform the required work will not be called or charged. When an employee uses benefit time for half of the working day, s/he will be considered to be available for overtime.

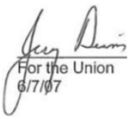
9. And employee who calls in sick (not on disability) will be considered available for overtime on subsequent days, unless the employee specifically says that s/he is unable to work (for example, if any employee calls in sick on Friday, the employee should report for scheduling overtime on Saturday, unless the employee specifically says that s/he is too sick to report).
10. An employee on vacation will not be considered available for overtime work for punching out at the end of the last scheduled workday before vacation. Continuation of the last regularly scheduled workday to complete an assignment may be required. An employee may communicate to the supervisor that s/he is willing to work during the vacation period, the supervisor may then poll the employee before mandating the overtime to another employee. Overtime refused while on vacation will not be charged. Employees who do not notify their supervisor of their availability have no claim to the hours offered for that period.
11. Employees out on a leave of absence or disability leave for a duration of one month or more will, on return to work, be assigned the average number of charged hours accumulated by employees in that classification.
12. Employees may enroll to the voluntary overtime "no-call" list on June 1st, September 1st, and January 1st, either to add their names to the list or have their names taken off. Those employees on the voluntary overtime "no-call" list will be charged automatic refusal for all overtime opportunities designated, other than mandatory overtime. When it becomes necessary to poll those on the voluntary overtime "no-call" list for mandated overtime, they will be called in order of least hours charged, as is the current practice.

APPENDIX J

Letter of Understanding Article 10, section 1

The University agrees to take affirmative steps to ensure discussion is conducted with the purpose of engaging Union representatives in dialogue regarding planned changes to the current benefit plans or the proposed implementation of a new benefit as delineated in Article 10, section 1.

The Union agrees to take affirmative steps to request a meeting or meetings with the University to discuss issues regarding potential changes to the benefit plans or other University policies they have been made aware of through any means, including, for example, the Union's participation on the Health Care Advisory Committee, Parking Advisory Committee, University Senate, etc.


For the Union
6/7/07

6/12/07


For the University
6/7/07

APPENDIX K

Letter of Understanding re: Tentative Agreements

Syracuse University (“University”) and SEIU Local 200United (“Union”) hereby agree as follows (the “Tentative Agreements”):

1. Post-Retirement Health Plan – Opt Out Options

The University will implement the following opt-in/opt-out options under the post-retirement health plan:

- Retirees and eligible dependents will be treated independently for purposes of the opt-in/opt-out provisions. The term “Member” will refer to either retirees or eligible dependents.
- Either Member can opt out of retiree health plan and preserve future eligibility (at the same percentage University subsidy as at retirement) if the appropriate conditions are satisfied.
- Either Member can opt back in and receive coverage under the post-retirement health plan if he or she qualifies under either of the following two conditions:
 - (1) If the Member is Medicare eligible the Member may opt back in one time
 - (2) If the Member is Medicare eligible, but can show proof of continuous creditable coverage over the entire opt out period, the Member may also opt into the retiree health plan. Under this option, there is no limit on the number of times that Member can opt in or opt out.
- Eligible Members under either condition set forth above, may opt in (1) once per year during an open enrollment period specific to the post-retirement health plan as determined by the University; (2) when the Member experiences a qualifying event; or (3) when the Member becomes eligible for Medicare.
- The foregoing opt-in provision will not be available to those individuals who retired prior to January 1, 2007 and chose not to participate in the retiree medical coverage or who subsequently became ineligible for the University’s retiree medical coverage or who are not enrolled in the Syracuse University retiree medical plan as of the implementation date of the successor collective bargaining agreement.

Examples:

1. An employee who retired February 2, 2005 and chose not to elect the Syracuse University retiree medical coverage and enrolled in other coverage outside of Syracuse University.
2. A 65-year-old employee who retired September 1, 1990 received five

years of University retiree health coverage and then became ineligible for University retiree medical coverage.

3. An employee enrolled in the old retiree medical co3. An employee enrolled in the old retiree medical coverage and who dropped coverage due to personal reasons.

Those individuals who retired on or after January 1, 2006 and chose not to participate in the new University retiree medical plan or are not on the University's retiree medical plan as of the implementation date of the successor collective bargaining agreement.

Examples:

4. An employee who retired August 1, 2006 and chose not to elect the Syracuse University retiree medical plan and enrolled in other coverage outside of Syracuse University.
5. An employee who retired August 1, 2006 and enrolled in the new retiree medical coverage and then dropped coverage in December 2006b due to personal reasons.

(III "Access only" retirees those eligible retirees who pay 100% of the total premium equivalent rate for participating in the retiree medical plan I

Examples:

6. An employee who retired under the old retiree medical plan and is now paying 100% of the premium equivalent rate to continue medical coverage after becoming ineligible for University subsidy (5 years after the later of Medicare eligibility or retirement.)
 7. An eligible employee who retires under the new retiree medical plan with 1-9 years of cradled service and therefore receives no University subsidy 11e retiree pays 100% of the total premium equivalent rate for medical coverage.
- The terms of the Post-Retirement Health Plan shall govern, subject to the adjustments above at all times.

2. Disability Retirement

The University will make the post-65 retiree health plan provisions available to the pre-65 Medicare eligible retirees or dependents.

- Either Member (i.e. Either the retiree or eligible dependent.) If eligible for and participating in Medicare due to Social Security Disability, will be eligible to opt into the "post-65" retiree health plan provisions. Including the post-65 contribution rates.
- For eligible Members who elect this option, prescription drug coverage for the Member will have to be purchased through the Medicare Part D plan.
- In the event of opt-in under this provision, other Members who are not eligible for Medicare will have to remain covered under the pre-65 retiree health plan provisions.
- The terms of the Post-Retirement Health Plan shall govern, subject to the

adjustments above at all times.

3. Low Income Subsidy for Active and Retiree Health Costs

The University is working on creating a low-income subsidy to subsidize health care costs for low income retirees. The anticipated, possible parameters of such a program, if funding as approved, are as follows:

- The program would set aside a specified pool of funding each year to be divided among all qualifying retirees
- Eligibility would be based on household income as demonstrated by objective factors such as income tax returns, University wage information etc.

This matter will be referred to the Health Care Advisory Committee (“HCAC”) for next steps.

4. Sick Bank

The University is working toward establishing a sick bank comprised of each employee’s entitlement to sick leave cash out on an annual basis, to be banked and used at a later date to pay for retiree health insurance.

This matter will be referred to the Workplace Partnership Council (“WPC”) for next steps.

5. Tentative Agreements

The foregoing are tentative agreements subject to agreement on all issues during the upcoming contract negotiations between the parties and ratification by the Union and approval by University administration of the entire package of agreements negotiated at those negotiations. Should the entire package agreed to at the bargaining table during the upcoming negotiations not be approved, the foregoing tentative agreements will not be binding on either party. Should the entire package be approved, and the foregoing agreements be implemented, the agreements will be part of the successor collective bargaining agreement.

SEIU Local 200United

SYRACUSE UNIVERSITY

By:
Jerry Dennis

By:
Neil B. Strodel

APPENDIX L

Letter of Understanding

During the course of negotiations resulting in the 2013-2016 Collective Bargaining Agreement between Syracuse University and Service Employees International Union, Local 200 United, the parties have agreed in principle to the following.

SBF DENTAL/VISION

The parties agree that active employees in the bargaining unit who are enrolled in the SEBF Dental and Vision plans that time of retirement shall be eligible to enroll as retirees in these plans, in accordance with SEBF's enrollment parameters. The University will administer the benefits for eligible retirees who elect to enroll under the following conditions: (1) all costs, including the administration fee, will be borne by the retiree; (2) the outsourced administration for enrollment in and coverage by the plans will be structured similarly to what is currently in effect for retiree medical wherein the billing and eligibility is handled by the Plan administrator; and (3) the parties further recognize and agree that the University has the sole right to change the administrator, at its discretion.

WEEKLY DISABILITY BENEFIT

During the period covered by this agreement, employees utilizing short-term disability will have the following options. The employee must choose his/her option and notify Risk Management within the five (5) working day waiting period:

OPTION ONE: Employees are eligible for NYS Statutory Disability benefits and are eligible, in accordance with University plans, for the SU Supplemental Disability benefit.

OPTION TWO: The parties agree the University will offer the SEBF Weekly Disability Benefit to current active employees covered by this collective bargaining agreement, subject to the following:

- Employees shall bear the entire cost of the SEBF Weekly Disability Benefit premiums.
- Employees will continue to receive the NYS Statutory Disability benefit; the Syracuse University supplemental short term disability plan benefits will be adjusted to provide that the combination of NYS disability, SU supplemental short term disability, and SEBF voluntary short term disability shall not exceed 75% of an employee's regular wages and to the extent that the combination of NYS disability, SU supplemental short term disability, and SEBF voluntary short term disability would exceed 75% of an employee's regular wages, the SU supplemental short term disability

benefits will be reduced to bring the combination to the 75% wage replacement level as cap.

- The option will be offered no later than July 1, 2015 or six (6) months after the launch of the Workday system.

OPTION THREE: In an effort to minimize the financial impact for employees going out on disability leave, the parties agree that, after the regular waiting period, the University will allow employees the option to elect, for each pay period of the leave, to use some or all of their unused annual allotment of vacation time to allow them to receive full wage replacement for each day of vacation used.

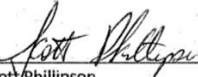
Use of vacation will be concurrent with statutory disability and FMLA and the election(s) to use vacation will be entirely in the employee's sole discretion. The actual effective date of the disability will be maintained, and the use of vacation time will not change that date.

<u>Option</u>	<u>Benefits</u>	<u>Duration</u>
Option 1 - Current Benefits	• NYS Statutory Disability Benefits • SU Supplemental Disability Benefits	25 Weeks (after satisfaction of the 5 working day waiting period)
Option 2 - Current Benefits with SEBF Benefit Offering (effective on or about 7/1/15)	• NYS Statutory Disability Benefits • SEBF Disability Benefits • SU Supplemental Disability Benefits (subject to cap of 75% replacement of gross wages)	26 Weeks (after satisfaction of the 5 working day waiting period)
Option 3 - Statutory benefits supplemented to full pay by using vacation	• NYS Statutory Disability Benefits • Use of Vacation time day for day to bring wages to 100% of pre-disability wages	26 Weeks (after satisfaction of the working day waiting period)

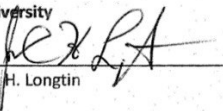
Summary of Individual Employee Options (Employee Elects as Available)

The undersigned parties warrant and represent that they are authorized to execute this agreement and bind their parties to the terms of this agreement, and the parties further warrant that they have executed this agreement voluntarily.

SEIU

By: 
Scott Phillipson

7/3/13
Date

Syracuse University
By: 
John H. Longtin

7/3/13
Date

APPENDIX M

Letter of Understanding

During the course of the 2013 negotiations, the parties agreed that the occupational seniority of the Machine Repair Technicians and Welders will be aggregated to one list in the event of a layoff. The parties have specified this is only the event of a layoff and their seniority will otherwise remain separate.

For SEIU

A handwritten signature in cursive script, appearing to read "Scott Phillipson", written over a horizontal line.

Scott Phillipson

For Syracuse University

A handwritten signature in cursive script, appearing to read "John Longtin", written over a horizontal line.

John Longtin

APPENDIX N

Training, Personal and Professional Development Statement of Intent

The University and the Union agree that it should be the goal of every worker to provide for the excellent customer service to our students allowing them to thrive in a modern, well cared-for campus with the best trained and developed staff members possible. To that end we agree that the following will be the outline of our joint position on our mutual goal.

Section 1: Our workforce is asked to learn new technologies and methods of providing excellent service and need support through both on the job and formal training in various aspects of their positions. The University is committed to providing the appropriate training opportunities, new tools, technologies or equipment are introduced as necessary for the successful performance of one's duties.

In addition, the University is committed to ensuring that each worker be provided the equal opportunity to participate in such training whenever possible and to provide a general base knowledge within each Bargaining Unit Position.

Section 2: The University and the Union additionally agree that many of our workers want new and exciting challenges in their careers. This may be accomplished by pursuing new work opportunities via our contractual bidding process.

- a.) By January 1, 2017, the University will provide a central information location for workers to review the essential functions of positions that are different from their own. This will include the Educational and work specific qualifications for each Bargaining Unit Position.
- b.) The University will also provide a registration location available to all Bargaining Unit workers to update all special knowledge and skill sets they have that may prepare them for new positions.
- c.) Workers will also be encouraged to add their names to a newly produced central database where they can express their interest in a new position.

Section 3: To ensure that the provisions of this article are fairly and equitably applied across the entire Bargaining Unit force the following procedure will be established:

- a.) On a yearly basis upon the request of a worker, they shall meet with their supervisor to complete an employee personal and professional development plan outlining the employee's strengths and any goals or objectives they

have to improve their job and future success.

- b.) This meeting should include discussion of new technologies, tools and methods that have been introduced over the past period and a discussion held mutually with the supervisor of any issues or additional training or support needed for the employee.
- c.) Included in this meeting should be a discussion of training opportunities that are available for the employee and ensuring that the employee has the knowledge of these programs to participate to the fullest extent possible.
- d.) The results of this meeting will be summarized in writing and a copy will be given to the employee, the supervisor and a central copy sent to Human Resources.
- e.) The Supervisor and the employee may desire to review items in this document to ensure progress on any goals or training requested.

APPENDIX N-1

Memorandum of Agreement Regarding Training and Development

The Union and the University agree that providing training and development to the union staff is of continuing value as it is mutually beneficial to both employees and the employer. The Union acknowledges that through joint work in labor-management partnership, several initiatives for continued employee education and development have already been implemented, such as the trainee positions for the HVAC technician and the Baker B, as well as the Facilities EWOC program. However, the Union seeks to expand the in-house training opportunities beyond those already in place to allow even more union staff access to development opportunities. The University agrees, reaffirming that staff training and development are part of the University's strategic plan.

Accordingly, the Union and the University commit to working jointly to create an expanded training program, which will be rolled out no later than May 15, 2020. The details of the program will be formalized through a memorandum of understanding executed between the Union and the University prior to that date. Conceptually the parties agree that the committee will explore the creation and implementation of the following initiatives:

- All bargaining unit members would be allotted up to 2 hours per month during their shifts to access [Linkedinlearning.syr.edu](https://www.linkedin.com/learning/syr-edu) for their professional and personal development. The parties will create a framework that includes prior authorization.
- Building on the success of the current food services bootcamp program that is currently limited to First and Second cooks, we would extend this program to a select number grade 3 food services employees who express interest in the program.
- The Sous Chef(s) will commit to working with food services employees for a minimum of 16 hours per month, distributed among the Food Services units, -with the goal of developing the skills and abilities of our current workforce.
- Over the three-year duration of this agreement, the University will commit to at least one Second Cook/Head Chef apprentice opportunity. The parties will work to develop an apprenticeship program for the Second Cook/Head Chef.

For the Union

For the University

Douglas McVane

A stylized, handwritten signature in black ink, featuring a large, looping 'S' shape that ends in a long, sweeping tail.

Date: June 13, 2019

APPENDIX O

Memorandum of Agreement Summer Program

1. With a target date of January 15th of the academic year, Labor Relations, working with Food Service and Facilities create and post an online posting with projected positions that will be available that summer. Posting remains live for a minimum of two weeks.
2. Applicants apply online to the online position. As part of their application, they rank, in order of preference, the area in which they would like to work (e.g. grounds, painting, custodial).
3. After the posting period has expired, Labor Relations reviews the applicants and organizes them based on bargaining unit seniority.
4. Applicants who submitted their applications timely, i.e. within the posting period, are awarded positions, based first, on bargaining unit seniority and second, on job preference.
5. Applicants who submitted their applications late, i.e. after the posting period has expired, will be placed at the end of the applicant list - irrespective of bargaining unit seniority. Once the list of timely applicants has been exhausted and jobs assigned to them, the late applicants will be reviewed and assigned remaining positions based on the date they submitted their applications.
6. Once all positions have been assigned, Labor Relations and Facilities will work together to generate and send offer letters to the prospective summer program participants. Participants must sign and affirmatively accept the position offered, and return the signed letter as instructed, within the prescribed deadline, or they risk being excluded from the program.
7. Once the signed letter is received by Facilities, the employee is placed on the final list of those program participants and a record made of their summer job assignment.
8. Once an employee has accepted the summer job assignment, they have committed to the assignment for the summer and must report as scheduled.

9. If an employee seeks to rescind their commitment to their summer assignment, based e.g. on one of the limited exceptions described above, they must request authorization from Labor Relations to do so. **Requests to change or rescind assignment will be assessed on a case by case basis** until April 15th, but very limited exemptions will be allowed. After that date, no other requests will be granted, failing exigent circumstances such as (e.g. death, or serious illness requiring extended medical treatment).
10. If employee leaves or changes a job assignment after April 15th, there will be no "shuffling" to backfill the open position. Instead, the person at the top of the summer program waitlist, will be offered the open assignment. In other words, the open position will not be offered to an employee who has already been awarded and accepted a summer assignment.
11. Once the summer program participant list has been exhausted, the University has the right to hire outside temporary employees to fill open summer positions.
12. Any employee who participates in the summer program will be allowed to take only 5 (five) days off (i.e. vacation, personal business, floating holiday) other than documented sick days. These 5 days may be either taken from the balance of days off left from the fiscal year that is ending, 5 days off from the fiscal year that is beginning or a combination of both. However, no carryover of days will be allowed from the fiscal year that is ending. Employees must therefore be mindful of their benefit time and schedule appropriately prior to the end of the academic year to ensure that they do not forfeit any accrued balances.
13. Any employee who is out on an authorized medical leave at the start of the summer program and is therefore unable to start at the beginning of the program must provide medical documentation and return to work certification satisfactory to the University in order to be allowed to participate in the program. If the required documentation submitted by the employee clears them for participation in the program, the employee will be placed at the top of the waitlist and offered the first available position. If the employee refuses the position, they will forfeit their right to participate in the summer program.

For the Union:

Douglas McLean
Signature

13 June 2019
Date

For the University:

[Signature]
Signature

13 June 2019
Date

APPENDIX P

LIBRARY MOA RE: SCHEDULES B & C

This Memorandum of Agreement as between Syracuse University and SEIU Local 200United (“the parties”) will be effective the date of the latest signatures on this agreement.

Whereas, the SEIU Local 200United members who are employees (“the employees”) of the libraries at Syracuse University were initially assigned to one of three shifts, Schedule A, Schedule B, and Schedule C; and

Whereas, the employees on Schedule A were deemed “regular” employees while employees assigned to work Schedule B and Schedule C were paid a differential in consideration of special hours worked i.e. Schedule B for day shifts that consisted of varying hours, and Schedule C for employees working second or third shift; and

Whereas, the provisions of the collective bargaining agreement between Syracuse University and Local 200United (“the CBA”) provide that Schedule B employees’ salary would be raised twenty cents (\$0.20) per hour over the Schedule A rate; and

Whereas, the wage rate for Schedule B employees as currently listed in the CBA wage schedule includes the twenty-cent differential; and

Whereas, several years prior to 2019, Schedule A was eliminated, leaving only Schedules B and C; and

Whereas, the University and Union now seek to clarify the pay structure for library employees.

Now therefore it is agreed:

1. Effective immediately, the wage rates for library Schedule B employees listed in the CBA will become the new base rates for the employees.
2. Effective immediately and going forward, there will be no additional “differential” for library Schedule B employees.
3. Retroactive to July 1, 2019, per the terms of the current CBA negotiated in June 2019, library employees assigned to work Schedule C will be paid a seventy-five cent (\$0.75) differential, in addition to the base rates listed in the wage schedule, until and unless modified by successor agreements between the parties.

4. This Agreement constitutes the entire agreement entered into by the parties, and it supersedes any prior communications between the parties, whether written or oral, concerning the subject matter herein.
5. This Agreement cannot be supplemented, amended, or modified in any manner, except in a writing signed by all of the parties to this Agreement.
6. This Agreement shall be binding only upon its execution by all of the parties listed below. The effective date shall be the latest date of the signatures below.

FOR THE UNIVERSITY:

Denise Dyce


Signature


Date

FOR THE UNION:

Douglas McClure


Signature

Date: 13 December 2019

APPENDIX Q

Memorandum of Understanding (Facilities) Establishing Move Crew /Property Control Classification

Memorandum of Agreement Between Syracuse University and SEIU

This Memorandum of Agreement is entered into between Syracuse University ("the University") and the Service Employees International Union, Local 200United, ("the Union") to establish the grade change and pay increase for two current employees in the Move Crew/Property Control classification.

Whereas, in 2020, the University revised the job descriptions of union employees in the title of Truck Driver-Property Control to create a new title of "Move Crew/Property Control"; and

Whereas, the title of Move Crew/Property Control is a Grade 8 classification that pays more than the position of Truck Driver Property Control which is a Grade 7 classification; and

Whereas, minimum requirements of the Move Crew/Property job description include the possession of valid NYS Class B Driver's License ("Class B license"); and

Whereas, two current, long-term university employees, James Beagle, SUID 102349103 (JB) and Alan Harper SUID 346982837 (AH) who hold the title of Truck Driver-Property Control do not currently possess a Class B license, which would therefore make them ineligible for promotion into the title of Move Crew/Property Control, a Grade 8 classification; and

Whereas the Union seeks to have JB and AH promoted alongside their colleagues; and

Whereas, the University also believes it would be in the best interest of the department to upgrade JB and AH to the Move Crew/Property Control title.

NOW THEREFORE, IT IS HEREBY AGREED:

1. Effective February 24, 2022, JB and AH will be "grandfathered" into the new title of Move Crew/Property Control, a Grade 8 position.
2. All new hires or current employees promoted or transferring into the title of Move Crew/Property Control, must meet all required minimum qualifications, including but not limited to the possession of a Class B license.
3. If, following execution of this agreement, JB and/or AH transfer from or otherwise leaves the position of Move Crew/Property Control but later seek to return to the position of Move Crew/Property Control, they will not be considered for the position of Move Crew/Property Control unless they meet all the minimum requirements for the role, including a Class B license; and
4. It is understood that the terms of this Agreement are without precedent or prejudice to future cases involving employees other than JB and AH and will not be admissible as evidence regarding any

underlying procedural or substantive issues involved herein in any action, appeal, proceeding, claim, complaint, grievance, or arbitration involving other employees.

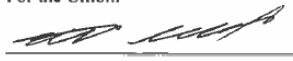
5. This Agreement constitutes the entire understanding between the parties and supersedes any other previous understanding, whether written or verbal. The parties acknowledge and agree that this Agreement shall not be modified, amended, or canceled, except by written agreement, signed by both parties.

For the University:



3/14/2022
Date

For the Union:



3-14-2022
Date

APPENDIX R

MOA Regarding Required OSHA/Safety Testing

Memorandum of Agreement

by and between

Syracuse University

and

Service Employees International Union, Local 200United

Whereas, OSHA regulations require applicable safety standards to be adhered to by all employers under its jurisdiction; and

Whereas, certain work-related activities at Syracuse University are subject to OSHA jurisdiction, including certain work related activities performed by the Campus Facilities group ("Facilities"); and

Whereas, compliance with applicable OSHA regulations requires regular health assessments, education, and/or testing of employees in several positions in Facilities in order to ensure continued fitness for duty in the particular position; and

Whereas, the University has contracted with an outside entity to deliver the health assessments; and

Whereas, those health assessments require the employee's consent to release "health" information to the employer sufficient for a fitness for duty determination; and

Whereas, failure to "pass" the health assessment as required for OSHA compliance can negatively impact the employee's ability to continue in their current position; and

Whereas, the union and the university seek to balance the need for OSHA compliance with an interest in preserving employee privacy, fairness, and equity.

Now therefore, it is agreed by and between the University and the Union:

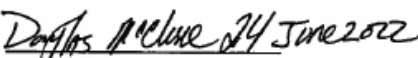
1. All union employees in positions requiring regular health assessments, education, and/or testing for OSHA compliance will submit to assessment, education, and testing as directed by Facilities Management under instruction from the Facilities Safety Manager and/or University Environmental Health and Safety Services.

2. Notwithstanding the verbiage on the release form(s) by WellNow, or any other provider procured by the University to conduct the health assessment, Protected Health Information ("PHI") submitted by employees in completing their health assessment will not be obtained and/or stored with the University. Instead, the University will obtain and store from WellNow, or any other contracted provider, only information necessary to establish or maintain medical qualification for an employee's (continued) employment or for appropriate continuation of an employee's health care.
3. On the date that this agreement is executed, any individual who is employed by the University in a union position that is subject to OSHA health assessment and/or testing requirements, who is unable to pass the required testing or meet the OSHA established medical criteria for their position, will be "grandfathered" into their position and will remain in their current role until they transfer, resign, retire, are promoted, or are terminated for cause. However, after the date of execution of this agreement, all individuals hired into a union role that is subject to OSHA and/or other regulatory assessment, education, and testing requirements, must meet all those education, assessment and testing requirements. Failure to do so will result in immediate termination from their position; but they will be permitted to apply to other open positions for which they meet at least the minimum qualification.
4. This Agreement constitutes the entire understanding between the parties and supersedes any other previous understanding, whether written or verbal. The parties acknowledge and agree that this Agreement shall not be modified, amended, or canceled, except by written agreement, signed by both parties.
5. The terms of this Agreement are severable. If any provision, part or paragraph of the Agreement is deemed to be unenforceable by a tribunal of competent jurisdiction, that provision, part or paragraph shall be treated as if it were deleted to the minimum extent possible, and the remaining provisions shall remain in effect.

For the University:


 Signature 6/24/2022 Date
Denise Dyce
 Print Name

For the Union


 Signature 24 June 2022 Date
Douglas McClure
 Print Name

APPENDIX S

SIDE LETTER OF UNDERSTANDING BETWEEN SYRACUSE UNIVERSITY AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 200 UNITED

Pilot Program for Thanksgiving and Spring Break Food Services Schedule – 2024-2026

Commencing in the 2024-2025 academic year, and continuing for the 2025-2026 academic year, the University and the Union agree to participate in the following pilot program to allow for food service employees to work during the Thanksgiving and Spring breaks. Unless extended by the parties, this pilot expires on June 30, 2026. The terms of the pilot program shall be as follows:

Thanksgiving Break

Residential Dining is generally closed, but at least one location will remain open. Work will be offered in the employee's home unit or at an open location. Work assigned will include cleaning, training, or work at an open location.

Retail Dining (Academic Café locations, Schine, Goldstein) will generally be closed, however, one or more locations may be operated based on campus needs. Work will be offered in the employee's unit or other units. Work assigned will include cleaning, training, or work at an open location.

Athletic Catering may be open. If closed, Employees will be offered work in Dome or Residential Dining.

Employees can choose to use available Vacation or Personal time in lieu of reporting to work. All employees will be eligible for Holiday pay on the contractual holidays.

Spring Break

Residential Dining is generally closed, but at least one location will remain open. Work will be offered in the employee's home unit or at an open location. Work assigned will include cleaning, training, or work at an open location.

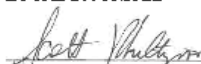
Retail Dining (Academic Café locations, Schine, Goldstein) will generally be closed, however, one or more locations may be operated based on campus needs. Work will be offered in the employee's unit or other units. Work assigned will include cleaning, training, or work at an open location.

Athletic Catering may be open. If closed, Employees will be offered work in Dome or Residential Dining.

Employees can choose to use available Vacation or Personal time in lieu of reporting to work.

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 200 UNITED

SYRACUSE UNIVERSITY


Scott Phillipson, President

7/23/24
Date


Cathy Bottari, Assoc. Dir. Lab. 7/23/24
Date

4861-9583-0028

APPENDIX T

Date: July 1, 2025
To: All SEIU Auxiliary Services Team Members
From: Campus Dining Director
Subject: Blackout and Brownout Periods

Dear SEIU Team Members,

This reminder is to reiterate and/or inform you of the Division's policy regarding requests for scheduled time off, in order to provide you clarification and promote consistent application across units.

In general, vacation requests will be reviewed and approved or denied on a first-come, first-serve basis, taking into account the operational needs of the department. These requests must be made in writing to the immediate supervisor or department designee, and approval must also be in writing.

As part of our ongoing efforts to ensure optimal staffing during critical times of operation need, we are reminding you the following peak service periods during which it will be "all hands on deck" to maintain maximum staffing levels to effectively meet operational needs:

- **(Opening & Welcome week)**
- **(Commencement)**

Accordingly, during the above periods, traditionally known as "blackout dates," all employees will be expected to be at work for scheduled shift as well as staffing overtime opportunities; and failing exceptional or exigent circumstances, vacation requests will be denied.

While not "blackout periods", the following dates also cover times during which there is increased campus activity that also triggers the need for higher staffing levels. These are known as "brown-out periods":

- **(Fall semester start)**
- **(Family Weekend)**
- **(Orange Central)**
- **(Final Exam week)**
- **(Spring semester start)**

- **(Final Exam week)**
- **(Opening & Winter Welcome)**

During these times, there will be extremely limited availability to take scheduled time off, due to heightened activity and operational need. Although your department will make an effort to accommodate requests when possible, you should be aware that depending on the operational expectancy, it is conceivable that requests for scheduled time off may be denied, failing exceptional individual circumstances. Please note that planning your vacation and purchasing tickets prior to obtaining written approval to take time off, will not constitute “exceptional circumstances.” You are therefore encouraged to plan your vacations outside of these periods whenever possible, and submit your written vacation requests well in advance to maximize the possibility of being approved.

Thank you for your continued cooperation and commitment to our Division’s mission to promote excellence in service and overall customer satisfaction.

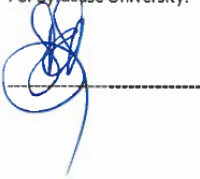
APPENDIX U

Side Letter Re Increase to Food Services Meal Cash Allowance 2025

Side Letter of Agreement Re: Meal Allowance

It is agreed between Syracuse University and SEIU Local 200United, that effective Oct 15, 2025, the daily cash allowance for Food Services employees is increased from \$12.45 to \$16.

For Syracuse University:



For SEIU Local 200United:



APPENDIX V

**Memorandum of Understanding
by and between
Syracuse University
and
SEIU Local 200United**

This Memorandum of Understanding is entered into between Syracuse University (the University) and SEIU Local 200United (the Union), collectively, "the parties", and is effective August 1, 2025.

In the collective bargaining agreement between the parties covering the term of July 1, 2024, through June 30, 2028, Article 16, Section 1 a) states:

- a) Polling. When an opening in a job classification occurs, the employees in the same classification will be polled for interest in the opening. If the opening is not filled by a person in the job classification, it will be filled through the bidding process.

The parties understand and intend that henceforth this provision be applied in both the Syracuse University Libraries, Campus Facilities, and in Food Services Divisions, whereas prior to the current contract, this provision and practice was utilized only in the Facilities Division.

However, the parties also understand and agree that implementation of this new provision and practice in the Food Services Division will require certain conditions precedent, including standardization of employee shifts in the Food Services Division. Accordingly, the parties agree to work together beginning August 15, 2025 and continuing through December 31, 2025, to achieve the conditions needed for implementation of the intended polling process, with a goal of the polling process in Food Services being fully implemented and operational by January 1, 2026. In other words, effective January 1, 2026, Article 16 Section 1a) will be in full force and effect, and all food service vacancies will be polled for interest in the opening, and only if not filled through polling, will such vacancies be subject the posting and bidding process.

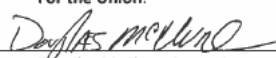
Additionally, the parties also agree, on a one-time, non-precedent setting basis, to waive enforcement of Article 16, Sections 4a) and 4b) through January 31, 2026 in order to allow for implementation of the standardized shifts, as it is understood that the institution of new hours and schedules will require mass staff participation and application of seniority rules of the contract. The parties acknowledge and agree that upon completion of the implementation of the new shifts and staff placements, or February 1, 2026, whichever is earlier, all provisions Article 16 will be enforced to the full extent.

By mutual written agreement of the parties only, the 1/1/2026 target date may be modified. By the signatures below, it is hereby agreed.

For the University:


Denise C. Dyce, Associate VP
Labor and Employee Relations

For the Union:


Douglas McClure, Sgt-at-Arms
SEIU Local 200United

APPENDIX W

ATTENDANCE POLICY FOR EXCESSIVE ABSENTEEISM FOR SEIU LOCAL 200 UNITED COMMERCIAL STAFF IN FOOD SERVICES, LIBRARIES. AND FACILITIES

To ensure consistent, fair and equitable practices throughout the bargaining areas, the following attendance policy has been developed for bargaining unit employees.

NOTE: This policy applies to both regularly-scheduled shifts and accepted overtime opportunities

Unscheduled And/Or Unexcused Absence

Absences Other Than Due to Tardiness (Unexcused absences)

1. When an employee has exhausted their annual contractual allocation of 6 days of sick leave within a fiscal year period, the first unscheduled absence thereafter, i.e. day 7 of unscheduled absence, will trigger a review of the employee's attendance record. The review is to make the employee aware that they have exhausted their contractual sick time, and that continued unscheduled, unauthorized absence could lead to discipline.
2. If patterns of unscheduled, unexcused absences emerge, the employee will be subject to corrective action, including progressive discipline, beginning with a verbal warning.
3. The current progressive discipline policy and procedures will be enforced.

Absences Due to Tardiness After the fifth (5th) instance of tardiness within a fiscal year, this will trigger a review of the employee's attendance record. When it is determined that corrective action has become necessary, progressive discipline will be initiated, beginning with a verbal warning. The current progressive discipline policy and procedures will be enforced.

Definitions:

- a) **Absence:** The failure of an employee to report to work when the

employee is scheduled to work.

- b) **Excused Absence:** Occurs when the employee has sufficient benefit time to cover such absence (unless otherwise allowed by the University), when the employee provides sufficient notice to their supervisor, and/or the reason for the absence is acceptable by the university.
- c) **Unexcused absence:** Occurs when an employee has an unscheduled absence from work that is not covered by a protected leave, is not authorized by a supervisor, and is not justified under university or department policy.
- d) **Excessive absenteeism:** Chronic unscheduled, unexcused absences and/or tardiness that interferes with an employee's availability for work.
- e) **Patterns of absence:**
 - Repeated unscheduled, unexcused absences on the day before or after a scheduled holiday, vacation, or personal day.
 - Repeated unscheduled, unexcused absences on a desirable day off, a specific day of the week, e.g. payday, or a weekend.

Review for patterns of absences/abuse will look back over the previous 12-month period.

APPENDIX X

Work Rules

Work Rules for SEIU Local 200United Library, Food Services and Facilities Services Employees

While on campus and on duty or in the workplace, employees are expected to conduct themselves in a manner that is professional and appropriate at all times, adhering to University and Departmental policies. Consequently, employees will be subject to discipline for engaging in conduct that violates our policies and is contrary to maintaining a respectful, inclusive workplace, i.e. conduct including, though not limited to, that which is described below. The Union and the University acknowledge and agree that a "verbal warning" and "letter of counsel" are meant to provide notice to the employee and do not constitute discipline. Additionally, the Union and the University agree that certain offenses will not require progressive discipline and that a first occurrence of certain offenses may result in immediate suspension or termination.

WORK RULE NUMBER	OFFENSES RELATED TO SAFETY AND PREVENTION OF HARM	DISCIPLINARY REMEDY
1	Failure to follow proper food handling procedures resulting in unnecessary food waste.	LOC, Written Warning, Suspension, Termination
2	Contributing to unsanitary or unhealthful conditions. (<i>Examples of such behavior include without limitation: 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; failing to adhere to preventive safety protocols designed to minimize the spread of bacteria, 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 or vaping in prohibited areas; excretion and/or disposal of bodily fluids/organic matter (e.g. urine, spit/mucus, feces, semen etc.) in or around a workspace, or anywhere other than a bathroom or portable toilet.</i>)	Written Warning, Suspension, Termination
3	Failure to utilize, operate a university vehicle, or motorized equipment in accordance with Department and/or University's vehicle policy and/or the law. This shall include, without limitation, operating a vehicle or motorized equipment in an unsafe or reckless manner or in a manner for which it was not intended. Operating, using or possessing machines, tools, or equipment to which the employee has not been assigned. Negligent operation of university vehicle or equipment. Increased risk of harm others, or damage to property resulting from such activity will increase the severity of the infraction.	Suspension, Termination
4	Violating a safety policy, safety rule or safety practice or refusing to follow safety regulations. Severity is increased when the violation was willful or due to gross negligence by the employee, and the violation results in physical harm to another and/or damage to property.	Written Warning, Suspension, Termination
5	Unauthorized possession of firearms or explosives on persons or premises, including in personal and/or university vehicles. If there are sufficient facts to conclude that the possession was intentional and/or with intent to cause harm, employee will be subject to immediate termination.	Suspension, Termination
6	•The Division of Campus Dining operates under regulations by the University Sanitarian - Onondaga County Board of Health - State Board of Health - State Agriculture and Markets and Federal Food and Drug Laws. •Department-issued hairnets or hats must be worn by staff preparing, handling, serving food at all times. •Staff that handle, serve or prepare food must not wear staff clothing under your Campus Dining uniform. •Staff must remove all jewelry, including watches, removable pins or buttons, fitness trackers, earrings, bracelets (including rubber and magnetic) facial (including tongue) piercings, and dental gems prior to reporting to work. •Exceptions: Employees may wear a necklace tucked beneath the uniform shirt (not dangling), a plain ringband without stones, or a ring with a stone if covered with a brightly colored bandage or silicone ring-guard and a disposable glove. A plain medical identification bracelet may be worn although a necklace worn beneath the uniform shirt is preferred.	LOC. Written Warning, Suspension, Termination

OFFENSES RELATED TO CONDUCT IN THE WORKPLACE		
7	Engaging in horseplay (Examples of horseplay include but are not limited to: deliberate, unnecessary physical contact; playing around; racing throughout building; racing vehicles or equipment; grabbing another person; reckless vehicle or equipment operation; pinching, poking, slipping, or hugging; running, chasing, pushing, others and rowdiness, etc.)	Documented Verbal, LOC, Written Warning, Suspension, Termination
8	Wasting time or loitering other than normal waiting standards for such as supplies and materials.	Documented Verbal, LOC, Written Warning, Suspension, Termination
9	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; "no call, no show"; failure to return from break on time; lateness; unexcused absences; excessive absenteeism; sick leave abuse; leaving work early without appropriate supervisory authorization; taking unauthorized breaks during work hours.) A No call, no show without sufficient justification or mitigation will result in an automatic written warning. A No call, no show combined with other time and attendance infractions will result in a more severe penalty.	Documented Verbal, LOC, Written Warning, Suspension, Termination
10	Insubordination (Examples include but are not limited to: failure to adhere to a directive by a supervisor/manager; refusal of a directive 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 direction.) Deliberate refusal to follow a supervisor/manager directive , accompanied by intentionally leaving work without authorization, or conduct covered in WR 19 will automatically precipitate a higher level of discipline. An employee may refuse a supervisor/manager directive only if following the directive (1) may reasonably be expected to cause imminent harm to the employee and/or others; and (2) the directive is illegal. In such cases, employee must immediately notify Labor Relations or the Department's designated senior leader to make them aware of the conflict.	Written Warning, Suspension Termination
11	Posting, altering or removing any matter on non-union bulletin boards or University property without explicit authorization.	Documented Verbal, LOC, Written Warning, Suspension, Termination
12	Failure to adhere to appropriate standards for workplace attire i.e. established uniform standards or approved attire protocols.	Documented Verbal, LOC, Written Warning, Suspension, Termination
13	Deliberately restricting amount or quality of work; work slowdowns or stoppages; coordinated "sickouts."	Suspension, Termination
14	Refusal to work mandatory overtime (Exception: if granted explicit exemption by supervisor or department designee due to exigent or extenuating circumstances)	Written Warning, Suspension, Termination
15	Provoking or instigating a verbal argument or verbal hostilities, without threat of intentional physical harm, with other university staff and/or visitors/vendors/contractors, including while in University vehicles, and while the accused employee and/or the staff or visitors/vendors/contractors are on university property. Prohibition against fighting/instigating a fight includes verbal arguments, yelling, shouting, at other employees, students, or other persons on University property.	Written Warning, Suspension, Termination
16	Engaging in workplace violence, which is any act or threat of physical violence, harassment, intimidation, or other threatening behavior that occurs at the work site. It ranges from threats and verbal abuse to physical assaults and even homicide. Provoking or instigating a fight, or fighting with other university staff and/or visitors/vendors/contractors, including while in University vehicles, and while the accused employee and/or the staff or visitors/vendors/contractors are on university property; threatening or intimidating students, University employees, parents, guests, contractors, vendors. Provoking or instigating a fight, including threats of harm or violence or actual harm/violence against another individual, occurring off campus but arising out of and directly related to the employment relationship at the University, are also prohibited and may incur discipline.(E.g. threatening a supervisor while either the employee or supervisor is off duty; or getting into a fight with the UPS driver after work due to an earlier disagreement at work.)	Suspension, Termination

17	Willfully misusing, destroying or damaging any University or associated government property, or property of any employee or student. Also, use of electronic and/or digital media to threaten or intimidate other university guests, vendors, or employees.	Suspension, Termination
18	Consuming intoxicants on University property during scheduled hours; being on University property during scheduled hours while intoxicated or under the influence of alcohol and/or a controlled substance.	LOC, Written Warning, Suspension, Termination
19	Deliberately engaging in disruptive, disharmonious conduct on university property, targeting other employee(s) such that the effect of which is detrimental to execution of university operations. Includes e.g. verbally harassing (other than sexual or Title VII harassment) other employees using targeted goading or malicious gossip; deliberately spreading false and/or harmful rumors about co-workers; deliberately engaging in actions to create discord and disruption among fellow employees; and/or deliberately engaging in actions intended to hamper and/or prevent other employees from being able to complete their assigned functions, bring down morale, and causing a toxic work environment.	Documented Verbal, LOC, Written Warning, Suspension, Termination
OFFENSES RELATED TO INTEGRITY AND ETHICAL CONDUCT		
20	Failure to record work hours in accordance with departmental and university procedures.	Documented Verbal, LOC, Written Warning, Suspension, Termination
21	Punching another employee's time card; clocking in or out for another employee; recording another employee's time entry. The severity of the infraction is increased when evidence suggests intent to "defraud" or be dishonest, and/or violation results in the illegitimate payment for hours and/or overtime not actually worked.	Written Warning, Suspension, Termination
22	Vending, soliciting, collecting contributions or circulating literature for any purpose on University property without prior written approval by the Office of Human Resources.	LOC, Written Warning, Suspension, Termination
23	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.	LOC, Written Warning, Suspension, Termination
24	Flagrant dereliction of duty, particularly when charged with responsibility for continued vigilance or maintenance; offense also includes sleeping while on duty and not on an authorized break.	Written Warning, Suspension, Termination
25	Engaging in acts of fraud or falsification. (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).	Suspension, Termination
26	Accepting any form of bribe or kickback for personal gain resulting from involvement in any University relationship.	Suspension, Termination
27	Promoting and/or propagating gambling on University property at any time.	Suspension, Termination
28	Theft of University, government, employee, authorized visitor, vendor, or student property from University campus, including without limitation, vehicles and university-owned structures.	Suspension, Termination
29	Engaging in willful sabotage or espionage.	Suspension, Termination
OFFENSES RELATED TO CONDUCT COMPETENCY AND LEGAL COMPLIANCE		
30	Immoral conduct or indecency. (Examples of such conduct may include, but are 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.) Violations involving nudity in a work setting, and/or pornography will automatically result in suspension or termination.	Written Warning, Suspension, Termination
31	Creating audio, visual and/or digital recordings of and within sensitive university facilities without express authorization from the appropriate University authority.	Written Warning, Suspension, Termination
32	Job Abandonment. (Examples include: failure to report to work for more than 3 work days in a row, without authorization and proper notification to the department designee. OR despite the absence of any additional, authorized documentation justifying continued absence from work, failure and/or refusal to return to work within 7 calendar days after receipt of communication from the University recalling the employee to duty.	Termination

33	Failure to adhere to established Departmental and/or University policy and/or procedure.	LOC, Written Warning, Suspension, Termination
34	Use of University letterhead or official logos for personal use.	LOC, Written Warning, Suspension, Termination
35	Unauthorized use of another's login credentials.	Suspension, Termination
36	Engaging in prohibited discrimination (other than sexual or gender-based discrimination) based on protected categories, in violation of University policies and/or the law; engaging in non-sexual harassment based on protected categories, in violation of University policies. Severity of the conduct will determine the level of discipline. The Protected Categories are: Race, Color, Ethnicity, National Origin, Citizenship Status, Age, Disability, Pregnancy, Military or Veteran Status, Arrest and Conviction Record, Religion or Creed, Political Affiliation, Status as victim of domestic violence or stalking, all other category protected by law and/or university policy.	Written Warning, Suspension, Termination
37	Engaging in any form of retaliation: Retaliation means to intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or University policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing. Note: an employee can still be liable of retaliation even if the underlying good faith complaint is found not to be valid.	Suspension, Termination
38	Engaging in sexual and/or sex-based discrimination and/or sex-based harassment in violation of University policies and/or the law prohibiting sex-based discrimination and harassment. (Sexual Harassment). This also includes protection against discrimination on the basis of sex or gender, gender identity, gender expression, and all other categories protected by law and/or university policy. Examples include, but are not limited to: • misgendering someone i.e. for transgender person, deliberately using the wrong pronoun • deadnaming i.e. deliberately calling a transgendered person by their former name instead of their preferred name e.g. John instead of Julia • stalking (including cyberstalking on social media), • displaying pornographic media at work, with or without someone's consent, • sexual exploitation • secretly observing someone's nudity or sexual activity without knowledge and permission of all parties involved • unwanted touching • forced sex acts • requests for sexual favors of a sexually suggestive nature like asking someone to dig coins out of a supervisor pants pockets • comments (complimentary or derogatory about a person's gender or sexual preferences), • making sexually offensive remarks or jokes • texting sexually explicit content, • unwanted touching • making sexual gestures • dating and domestic violence • recording, photographing, transmitting, showing, viewing, streaming, or distributing intimate or sexual images, audio recordings, or sexual information without the knowledge and permission of all parties involved • exposing one's genitals or inducing another to expose their own genitals without Affirmative Consent The severity of the conduct will determine the level of discipline.	Written Warning, Suspension, Termination

INDEX

Article		Page
43	Agreement Subject to Applicable Law	61
46	Application of Contract	62
29	Auto Expense	51
16	Bidding Process	34
24	Bulletin Boards	49
19	Cash Bonus for Unused Sick Days	40
5	Check-Off	9
37	Classification, Job Descriptions and Reclassifications	57
44	Communications	61
2	Definitions of Employee Types	4
19	Disability Benefits Plan	40
18	Discipline and Discharge	38
45	Duration of Agreement	61
10	Education Benefits	19
40	Electronic Devices	60
10	Fringe Benefits	18
25	Funeral Leave	47
35	Grievance and Arbitration	55
9	Group Leader Pay	13
9	Group Leader Selection	13
36	Health and Safety	57
10	Health Care Plan	18
20	Holidays	42
12	Holiday Pay When Required to Work	24
12	Hours of Work and Overtime	23
App. A, B, C	Job Titles	63-65
26	Jury Duty	50
8	Labor-Management Committee	10
15	Layoff and Recall	30
22	Leave of Absence Without Pay	47
38	Library Grants and Contracts	59
10	Life Insurance	19
3	Management Rights	6
32	Meal Reimbursement	53
6	Non-Discrimination	10
39	Parking	59
23	Personal Business	48

Article		Page
31	Personnel File	52
	Preamble	4
22	Preferential Hiring List	47
34	Premium Pay	55
14	Probationary Employees	29
1	Purpose and Intent	4
2	Recognition	4
28	Reporting Pay	51
32	Rest Period	52
10	Retirement	18
30	Safety Equipment	52
12	Schedule/Shift Change	24-25
13	Seniority	28
12	Shift Differential	25
19	Sick Abuse List	41
19	Sick Pay	40
2	Student Employees	4
7	Strikes and Lockouts	10
3	Subcontracting	6
15	Summer Program	32
2	Temporary Employees	4
9	Trainee Program	14
16	Transfer and Promotion	34
33	Uniforms	53
App. E	Union Business Time	
4	Union Security	8
21	Vacation	45
27	Volunteers	51
App. G	Wage Rates	
9	Wages and Classifications	12
33	Wash-Up Time	53
8	Work Life Committees	10
11	Working Out of Classification	21

