Agreement

by and between

Syracuse University

and

International Brotherhood of Teamsters
Local 317
Syracuse University Dispatchers
&
Systems Monitoring Specialists

January 31, 2025- January 30, 2030

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Article 1
Recognition

The University recognizes the Teamsters local 317 as the exclusive bargaining representative for Syracuse University Department of Dispatchers and System Monitoring Specialists for the purpose of collective bargaining with respect to wages, hours and all other terms and conditions of employment of all employees in the bargaining unit as certified by the National Labor Relations Board, Case# 3- RC-11701, dated January 19, 2011.
The bargaining unit , as certified by the National Labor Relations Board, Case # 03-RM-325426, dated October 12, 2023 shall consist of all full-time Public Safety Dispatchers (all levels) and System monitoring Specialists working at the campus of Syracuse University in Syracuse, New York.

The unit will exclude all Emergency Communications Managers, Emergency Communications Coordinators, part-time employees, temporary employees, casual employees, office clerical employees, guards, professional employees and supervisors as identified by the Act, and all other employees.

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

Article 2
Management Rights

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 University including but not limited to:

   - the right to determine, establish, plan, direct and control the University's mission, policies, programs, objectives, activities, resources and priorities.

   - the right to alter or reorganize any department or unit;

- the right to allocate, determine or change job content, classify or reclassify positions, and new or existing positions; -

- the right to make, modify and enforce reasonable rules and policies, and ensure reasonable standards of performance and quality;

- the right to make rules and regulations governing conduct and safety;

- the right to determine the number, qualifications and staffing mix of department staff;

- the right to recruit, hire, train, retain, evaluate, transfer, promote and demote with just cause, to layoff for lack of work or other reasons, to discontinue jobs, to assign employees within and across departments;

- the right to subcontract work to supplement the current staffing;

- the right to determine hours and schedule and assignment of work;

- the right to establish or modify the academic and fiscal calendars, including holidays and holiday scheduling;

- the right to discipline and/or discharge for just and adequate cause.

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

Article 3
Dues Checkoff

Following written authorization by employees covered by this agreement, The University agrees to deduct from the pay of all employees covered by the agreement the dues, initiation fees, and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where the law requires written authorization by the employee, the University shall require such written authorization to be furnished in the form required.

The Union shall indemnify and save the University harmless from any and all manner of claims, demands, suits, actions or other forms of liability which may arise against the University out of or by reason of the deductions provided hereunder, the payment of the same to the union, or any other action taken or not taken by the University, provided that the University has complied with the terms of the first paragraph of the agreement.

Article 4
Non-Discrimination

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

Article 5
Probation

1. Every newly hired employee into the bargaining unit covered by this bargaining agreement, including those who return after a break in service, shall be required to serve a ninety (90) workday probation period. The probation period may only be extended by mutual written agreement between the University and the Union.

2. During the probationary period, newly hired employees shall have no seniority rights and may be discharged by the University without recourse to the grievance and arbitration provisions of this agreement.

3. When an employee has successfully completed the probationary period, the employee will be credited with seniority ranking as of the date of hire.

Article 6
Hours of Work and Overtime

Section 1- Hours of Work

1. When reviewed on an average or annual basis the average workweek for regularly scheduled full-time employees shall be a minimum of 40 hours per week and at least 8 hours per day. The current work schedule for Dispatchers is a 12-hour shift from 6:00 a.m. to 6:00 p.m., or 6:00 p.m. to 6:00 a.m. However, nothing in this provision shall require Management to adhere solely to a work schedule for dispatchers of five consecutive days per week of 8 hours per day.

2. Nor shall this provision prohibit Management within its sole discretion, to permit flex work arrangements for employees, so long as such arrangements do not negatively impact operations. Such flex arrangements, if granted, may be revoked at any time upon at least four (4) weeks' notice by Management.

3. Bargaining unit employees will be offered voluntary overtime to perform bargaining unit work before the University offers bargaining unit work to non-bargaining unit employees.

4. Management will make every effort to schedule appropriate available employees prior to mandating overtime. This shall include, but not be limited to, scheduling temporary employees, employees that have taken vacation or leave other than sick leave earlier that week etc. If it is determined that mandatory overtime is required to meet staffing requirements, mandation will begin with the employee having the least bargaining unit seniority.

Section 2 - Breaks and Rest Periods

The University shall provide rest periods and lunch breaks in accordance with NYS law regarding meal breaks and rest periods. Rest periods shall not be cumulative.

Section 3 - Overtime Pay

1. Employees shall be paid overtime for all hours worked in excess of forty (40) hours in the same workweek.

2. Overtime shall be paid at the rate of time-and-one -half of the base hourly rate of pay, except that Employees who have worked six consecutive days within one pay period shall receive double time on the last day off worked within that same pay period, 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.

3. For the purpose of computing overtime, "time worked" shall include paid vacation time, paid personal time, or other paid time off covered in this Agreement, but excluding paid sick time and sick leave, including but not limited to Paid Family Leave.

Section 4 - Schedule Changes

1. If changes are made to the schedule, the affected employees will be notified at least 30 days prior to the change, if possible.

2. If more than one person in a classification and/or shift is 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.

Section 5 - Overtime scheduling

1. It is understood that the University may schedule overtime shifts for employees. The university agrees to make a reasonable effort to

provide advance notice when possible prior to scheduling mandatory overtime.

2. The Emergency Communications Center retains the right to meet its overtime needs either by offering overtime on a voluntary basis, or by scheduling mandatory overtime if other reasonable options have been exhausted, by mandating the junior employee(s) on a given schedule or shift. The University agrees to make a reasonable effort to provide advance notice, when possible, prior to scheduling mandatory overtime.

3. It is understood that the university may augment the regular Emergency Communications Center staff with temporary employees, provided that bargaining unit employees have been offered the opportunity first and refused.

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

    b. The event schedule will be reviewed with each employee by their supervisor or department manager as it arises. The supervisor/ manager will review the list of events with all employees assigned to the shift and will provide each employee with the opportunity to volunteer for events in seniority order, starting with the most senior employee on the shift.

    c. This process will be repeated until each employee has had an opportunity to select events and all events are covered. If the appropriate numbers of department employees are not secured using this process, the department reserves the right to mandate employees to work the required shifts after all other options have been exhausted. The University does maintain the right to mandate qualified Bargaining Unit Employees when necessary.

d. Cancellation of Event: If an event is canceled with less than 24 hours' notice prior to its start time the scheduled employee will be entitled to four (4) hours' pay.

Section 6 - Contact Information for Scheduling

All employees must provide their supervisor or department designee a current working telephone number by which they can be personally contacted for emergencies and call-ins and must promptly update contact information in the event it changes.

Section 7 - Reporting Pay

1. Guaranteed minimum Pay for Unplanned Overtime
   The University agrees that employees covered by this Agreement who are called to return to work for an emergency or are called in on an unplanned temporary assignment and report to work off shift, shall be guaranteed a minimum of four (4) hours of pay or work at the base hourly rate of pay of the job assigned if they have not yet worked 40 hours for the workweek, or at a blended overtime rate of pay or work in accordance with the Fair Labor Standards Act if they have already completed 40 hours of work for that same workweek.

2. Guaranteed Minimum Pay for Pre-scheduled Overtime
   Employees scheduled for overtime in advance shall be guaranteed a minimum of two (2) hours of pay or work at a blended at an overtime rate of pay in accordance with the Fair Labor Standards Act if they have already worked 40 hours for the week. Any employee who refuses assigned work shall not be eligible for this guaranteed minimum. This section does not affect scheduled overtime immediately attached prior to or after the normal schedule.

Article 7
Seniority

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

2. Application of Seniority
   a. Employees shall accumulate the following categories of Seniority:
      i. University Seniority, which is the length of service with the University starting with the most recent date of hire
      ii. Bargaining unit seniority which is the combined length of service with the bargaining unit
      iii. Classification Seniority which is the length of service within a job classification (e.g. level I or II)

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

   c. Loss of Seniority
      Seniority shall be lost for the following reasons:
      i. Discharge for just and adequate cause
      ii. Resignation or retirement
      iii. Being on continuous layoff for a period equal to bargaining unit seniority up to one (1) year. The period of time spent on layoff shall not count towards seniority. Benefit coverage will terminate after one year.

iv. Failure to contact the Employer within three (3) working days of receipt or evidence of delivery of a certified recall letter.

Article 8
Wages and Compensation

1. Bargaining unit employees shall be paid according to the following wage structure for the term of this agreement:

Title	**1/31/25**	**7/1/25**	**7/1/26**	**7/1/27**	**7/1/28**	**7/1/29**
Dispatcher I	$44,000	3%	3%	3%	3%	2.75%
Dispatcher II	$52,000	3%	3%	3%	3%	2.75%
System Specialist	$42,000	3%	3%	3%	3%	2.75%

2. Shift Differential
   Employees who are assigned to work a regular (not overtime) shift that starts at or after 6:00 p.m. will be paid a shift differential of one dollar ($1.00 USD), for hours actually worked only. Any employee assigned to an evening shift will not be paid shift differential for evenings not physically worked.

3. Professional Development Fund
   a. The University and the Union agree that there shall be a professional development fund for the Dispatch bargaining unit members. The sole purpose of the fund is to provide the Dispatchers financial resources to enable them to participate in self-directed professional development activities that are directly related to their work responsibilities at the University.

   b. Effective September 2025, the University will contribute five thousand dollars ($5,000.00 USD) at the start of each year of this collective bargaining agreement.

   c. Bargaining unit members may make initial application to the fund for up to $625 per academic year.

d. The employee must complete a Training Request form and receive written pre-approval from the Director of Emergency Management and Business Continuity Planning and the Chief of Campus Safety and Emergency Management Services or their designees. Priority will be given for specific professional development courses required to maintain professional certification such as Communications Training Officers or other employees, or coursework deemed necessary by the department.

e. At the end of each academic year, after initial requests for reimbursement have been received and addressed, if there remain unused professional development funds for that year, they may be distributed to those for whom the total cost associated with the professional development activity exceeded six hundred twenty-five dollars ($625.00 USD), or any remaining funds will be carried over into the next fiscal year and added to the new allotment of professional development funds.

4. Reimbursement for Licenses and Certification

a. The University will pay employees for fees for renewal of technical licensing and certification that is required by the university for this position, but not including driver's license, and only if employee successfully meets all requirements for renewed licensing and certification. If employee loses license and/or certification or allows required license and/or certification to lapse, University will not pay for employee to regain the requisite licensing and/or certification.

b. The University agrees to pay for eight hours of annual in-service training for employees to maintain their certification. Additionally, the University will allow employees time to attend APCO training, while on work time, as required to meet their certification requirements. Employees must, however, must make arrangements and obtain prior approval from their supervisor before attending such training during work hours.

c. If an employee covered by this agreement is required by the University, the State or by law to obtain and maintain certain certification and/or licensure as a prerequisite to hold their position, loses that licensure and/or certification, or that licensure or certification lapses, they must notify their supervisor within twenty-four (24) hours of the lapse.

d. Loss or lapse of their credentials will cause them, at the university's discretion, to either be placed on an unpaid leave of absence for up to three months to allow for the opportunity to obtain reinstatement of their credentials at their own expense, or be given job duties that do not require certification with the appropriate salary reduction for up to the three month period of time it takes them to obtain reinstatement of their certification. Failure to be recertified or licensed within three months may, at the discretion of the university result in termination.

e. If the loss of certification and/or licensure is due to the university's failure to provide time and or training, the employees shall suffer no loss time.

f. If an employee loses their required licensure or certification and fails to notify the department within twenty-four (24) hours of becoming aware of this loss, they may be immediately terminated within the employer's discretion.

Article 9
Employee Benefits

Section 1 - Eligibility for Benefits

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

Section 2 - Parity Clause

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

Section 3 - Employer Right to Change Benefits

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

Section 4 - Covered Benefits

1. Benefits covered by this Article include, but are not limited to:
    - AD+D Insurance
    - Adoption Assistance
    - Dental Insurance
    - Disability Benefit Plan
    - Flexible Spending Accounts
    - Floating Holidays
    - Holidays
    - Leaves with Pay
    - Leaves without Pay
    - Life Insurance
    - Long-term Care Insurance
    - Medical Insurance
    - Military Leave
    - Paid Time Off (including Jury Duty, Funeral Leave, Vacation)
    - Personal Days

- Prescription Plan
- Retirement Plan (TIAA-CREF)
- Same-sex Domestic Partner Benefits Policy
- Tuition Benefits - Dependent and Remitted
- Vision Plan

Section 5 - Vacation

1. Vacation with pay shall be granted to employees covered by this agreement in accordance with the parity language set forth in Section 2 of this Article, the following schedule, and subject to the qualifying requirements set forth herein.

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

   b. Employees hired on or after the beginning of the next fiscal year will become eligible for vacation pay at the beginning of the next fiscal year. However, the department manager may, in writing, grant prior to the beginning of the next fiscal year, excused time off with pay to an employee hired on or after the beginning of the current fiscal year.

3. Continuous Service Amount of Vacation
   Employees shall receive vacation allocations in accordance with the following schedule:

Entitlement Milestone	**Vacation Entitlement in Hours**
July 1 following date of hire	80
Fiscal year in which the 5th anniversary falls	120
11th Anniversary falls	128
12th Anniversary falls	136
13th Anniversary falls	144

14th anniversary falls	152
15th Anniversary falls	160
16th Anniversary falls	168
17th Anniversary falls	176
18th Anniversary falls	184
19th Anniversary falls	192
20th Anniversary falls	200
30 Anniversary falls	240

4. The University's fiscal year runs from July 1 through June 30. The vacation year shall be the fiscal year, and vacation time-off may be taken at any time during the year that is mutually agreeable to the University and the employee. Also, vacations cannot be carried over from year to year.

5. University Holiday During Vacation
   If a University Holiday falls within an employee's vacation period, the day shall not count as a vacation day on the employee's record.

6. Vacation Usage
   a. Newly hired employees are eligible to use accrued vacation time after twelve (12) months of continuous service at the University. However, with the supervisor's approval, employees may use accrued vacation time after six (6) months.

   b. A new allotment of vacation is awarded each July 1st and, generally, must be used by the following June 30th. Unused vacation June 30th may not be reimbursed or carried over to the next fiscal year.

   c. Vacation pay will paid at the employee's regular, straight-time-base hourly rate of pay.

   d. 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.

e. It is understood that the time off provided is to be taken in increments that match the normal work schedule of the individual requesting the time.

7. Vacation Scheduling

a. Vacation time off must be scheduled by mutual agreement of the employee and their supervisor.

b. Employees covered by this agreement shall be required to indicate their tentative vacation request between December 1" and December 15th each year for the period from January 1st through June 30th. For the period from July 1st through December 31, tentative vacation requests shall be submitted between June 1 and June 15th.

c. If more than one employee selects the same vacation period, the most senior employee will be granted vacation first. Once approved, the employee must take the vacation on the date(s) for which it was approved, unless the parties mutually agree to the rescheduling of this vacation.

d. The employee shall receive a copy of the written approval or rejection within a reasonable period of time (3 days).

e. If an employee requests vacation outside the above request period, i.e., December through June, the employee must submit a written request. Based on the approval of the supervisor, requests will be approved on a first come first served basis.

f. Prior to submitting their vacation request, employees will be notified of those regularly scheduled events during which vacation will not be permitted.

Section 6 - Bereavement leave

1. Benefits eligible staff employees are eligible for up to three (3) workdays of bereavement leave in the event of a death in their immediate family or the immediate family of their spouse/domestic partner.

2. Definition of "immediate family"
   Immediate family includes parent, child, spouse/domestic partner, brother, sister, grandparent and grandchild. Step and foster parents/children, in-laws and other relatives living in the eligible employee's household are also considered immediate family.

3. Use of Bereavement Leave
   Eligible employees must request leave from their supervisors prior to their absence. Upon employee request, supervisors have the discretion to allow additional time without pay; or eligible employees may apply unused vacation time from the current fiscal year to cover the extended absence, with supervisor approval.

Section 7 - Leave for Jury Duty and Court Appearances

1. Employee covered by this agreement shall be entitled to paid leave for jury duty and certain required court appearances.

2. Leave for court appearances includes being subpoenaed as a court witness. Employees must notify their supervisors as soon as they learn they have been called to serve and will receive full pay when performing these services during regularly scheduled work time.

3. Employees who work the overnight shift, who are called for jury duty and serve more than half-day (i.e., more than four hours), are excused with pay from their next overnight shift immediately following completion of their jury duty.

4. An employee who is notified of jury duty and subsequently excused without serving jury duty should not report to work as regularly scheduled if their excusal occurred more than half-day (i.e., four or more hours) after they were required to arrive at court. An employee who is subpoenaed as a

witness but subsequently excused without appearing as a witness should not report to work as regularly scheduled if their excusal occurred more than half-day (i.e., four or more hours) after they were required to arrive at court.

5. An employee who is called to jury duty or other court appearance and serves less than one half-day (i.e., less than four hours) should report to work for the balance of their regularly scheduled shift.

Section 8 - Holidays

1. List of Holidays
   The University shall observe the holidays listed below for employees covered by this agreement:
   - New Year's Day
   - Martin Luther King Day
   - Memorial Day
   - Juneteenth
   - Independence Day
   - Labor Day
   - Thanksgiving Day
   - Day after Thanksgiving Day
   - Christmas Day

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

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

4. If an employee works on a university holiday, they will be paid at a rate of time-and-one-half for their regular hours worked and allowed to bank their hours worked for use at a later date of that fiscal year. If an employee works

Juneteenth, they will be allowed to bank their hours worked for use at a later date through December 31 of that calendar year.

5. As with all requests for time off, scheduling of time off for the banked holiday will be subject to approval by the supervisor.

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

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

   a. These provisions will apply to a temporary university closure that occurs when the University ceases all regular daily business operations, other than essential services, for a brief period of time e.g. due to severe weather or short term (i.e. lasting no more than a few days) emergent circumstances. However, cancellation of classes, remote operations, and/or individual building closures do not by themselves constitute a "closure."

   b. A "partial closure" of the University is defined as a closure that occurs after the start of the normal business day; "delayed opening", is defined as a delayed start to the normal work day; and a "full closure" is defined as a closure that lasts at least a full day, i.e. midnight of the first day to midnight of the following calendar day. Following a full closure," reopening" of the university will be deemed to occur at the start of the employee's first regularly scheduled shift following the reopening.

   c. If an employee is required to work during an announced university closure or delayed opening, they will be deemed "essential" and covered by the terms of this provision.
   d. Employees who are required to work during a university closure will be paid at their regular hourly rate of pay for each hour worked up to

40 hours for that pay week, and at a rate of time-and-a-half their hourly rate of pay for hours worked over 40 hours for that pay week.

e. An employee who is required to work during the closure will also receive an equivalent amount of floating holiday time off for each hour worked during the university closure, up to the maximum number of hours in their regularly scheduled shift.

f. Any special floating holiday time earned during the university closure will be banked for use by that employee at a later date during that fiscal year.

g. As with all requests for time off, scheduled use of the "banked" floating holiday will be subject to approval by the employee's supervisor.

h. Any employee who is working as scheduled at the time that the University closes, and is sent home due to the closure, will be paid for the rest of their regularly scheduled shift as if they had worked the entire shift. A "regularly scheduled shift" is defined as a shift that the employee is authorized to work and does not include shifts during which the employee chooses to come in to perform work on their own time without express authorization or direction from management.

i. Any essential employee who was scheduled to work their regular shift but does not report to work during the university closure may be required to use their own benefit time to cover the time off during the closure, and they will not receive special holiday pay. If the employee is unable to report to work due to government prohibition against travel in their area, the employee may be excused from using their own benefit time to cover the absence.

j. If an employee is not scheduled to work when a university closure occurs, whether due to scheduled benefit time or unscheduled time off, they will not be covered by this policy.

k. If an employee who was not scheduled to work is called in by management to work during the university closure, they will be paid at either of the following rates: (1) at the rate of time-and-a-half if they have already worked more than 40 hours for that work week and receive floating holiday time off equal to the amount of hours they worked during the closure, but only up to the number of hours in their regularly scheduled shift OR (2) they will be paid at straight time and receive floating holiday time off equal to the amount of hours they worked during the closure, but only up to the number of hours in their regularly scheduled shift.

l. 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 paragraphs "d" through "f" of this Section.

m. Employees that have already worked the entirety of their regular shift prior to a partial University closure later that same business day not receive additional pay or a banked floating holiday for having worked on the same day as the closure.

n. If an employee is on vacation when the University declares an unscheduled day off (e.g. inclement weather), unless the employee is called into work that day, the employee shall still be charged vacation time for that absence and will not be given an additional day off

Article 10
Sick Leave

1. Paid Time Off for Sick Leave
   In accordance with the New York Paid Sick Leave Law and the parity language set forth in the Employee Benefits Article, Syracuse University provides paid sick leave to all employees and students.

2. Sick Leave Accrual
   Effective January 1, 2022, and going forward on a calendar year basis, all employees will accrue sick leave at a rate of one hour of sick leave for every 30 hours worked, up to a total of 56 hours for each calendar year. Additionally, each employee will be entitled to use up to 56 hours of sick leave per calendar year. The Union and the University agree that this labor agreement provides comparable benefits/paid days off as the current New York State Labor Law Section 196-b. Sick leave that is unused at the end of the calendar year will not be paid out but will be rolled over to the next calendar year.

3. Sick Leave Usage Increments
   Sick leave may be taken in increments as few as 15 minutes, or up to the entire amount of the workday that an employee is scheduled to work (E.g. if an employee's regularly scheduled shift is 8 hours they would be entitled to be paid up to 8 hours of sick leave per shift absence if they have sufficient leave accrued; but if an employee's regularly scheduled shift is 10 hours, they would be paid up to 10 hours of sick leave per shift absence if they have sufficient leave accrued.) Employees will accrue up to 56 hours per calendar year. Employees will be paid their base hourly rate of pay for up to 56 hours of sick leave per calendar year.

4. Attendance Standards
   The Department reserves the right to establish attendance standards. If the Department changes the attendance policy the Department will meet with the Union at least one month prior to planned implementation of the proposed changes, in order to review and discuss the planned changes, and to negotiate only the potential impact if any on the terms and conditions of employment of affected bargaining unit members. However, nothing in this provision shall be construed to be a waiver of the Management rights to enact policies, modify and enforce reasonable standards of operation.

5. Abuse of sick leave and/or continual poor attendance may result in the employee being subject to disciplinary action including termination. Employees remain subject to Department policies relating to time away from work and absenteeism. The Department has discretion to determine, based on individual circumstances and the needs of a particular work area,

whether absences are excessive and constitute abuse of University policies. Excessive absenteeism and/or abuse of Department policies may result in discipline, up to and including discharge.

6. Employees and students should consult the Disability Plan regarding extended absences. Absences of more than five consecutive days due to personal or family illness may be covered under the Family and Medical Leave Act (FMLA) and/or New York State Paid Family Leave Act, if eligible.

7. Return to work after Authorized Leave
   Employees returning to work after an extended illness will be required, prior to and as a condition of return to work, follow the return to work procedures and submit the completed return to work form. For more information, please consult the Syracuse University, NYS Disability (Non-Exempt Employees) website.

Article 11
Union Access

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

2. Stewards
   a. The University recognizes the right of the Union to designate no more than one (1) steward and one (1) from the seniority list. The authority of Steward and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
      i. The investigation and presentation of grievances to their supervisor or the designated University representative in

accordance with the provisions of the collective bargaining agreement.

ii. The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers.

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

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

d. Union business time shall be charged for meetings requested by the Union, including Weingarten meetings. Union business shall not be charged for meetings requested by the University.

e. The designated Stewards and Alternates shall be permitted to participate in contract negotiations on university property without loss of pay in addition to the six (6) hours provided above. If overtime for participation in contract negotiation is not authorized the employee will not have the obligation to participate beyond their normal work hours. The university shall at the time negotiations are scheduled notify the union if overtime will be authorized.

Article 12
Discipline

1. The University reserves the right to establish reasonable rules and reasonable standards of performance for employees covered by this agreement, as provided in the management rights article. Failure to comply

with these standards or any of the rules and standards of performance may result in discipline.

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

3. Disciplinary Process
   a. Progressive discipline will be followed for most offenses and shall consist of the following steps:
      - Verbal Warning
      - Letter of Counsel
      - Written Warning
      - Suspension
      - Termination

   b. 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.

   c. Notwithstanding the provisions above, certain offenses will not require progressive discipline, and the first occurrence of such offenses may result in immediate suspension or termination. Examples of offenses that may precipitate immediate suspension or termination include, but are not limited to, falsification of time records; theft of time or property; violence against people or property; consuming intoxicants on University property or being under the influence of drugs or alcohol during working hours, sleeping on the job; 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.

   d. An employee will not receive future additional penalty for any single instance of misconduct for which they have already been disciplined

4. No employee shall be disciplined or discharged more than twenty (20) working days 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- are not subject to this time limit as long as the last chargeable incident in the pattern is within the time frame set forth above. Cases involving outside investigation are not subject to this time limit as long as the University notifies the Union that an investigation commenced within the time frame set forth above. Additionally, the University shall retain the right to discipline or discharge if the University did not know or could not have known of the event giving rise to the discipline or discharge, in which case, the discipline or discharge must be imposed within twenty (20) calendar-working days after the University knows or should reasonably have known of the event.

5. By mutual agreement of the University and the Union, the time limit for imposing discipline or discharge may be extended.

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

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

8. Disciplinary warnings and letters of counsel will be considered invalid (i.e., will not be used to increase the level of discipline) beginning twelve (12) months following the date of the event which gave rise to the disciplinary

action; and suspensions will be considered invalid beginning 18 months following the date of the event which gave rise to the disciplinary action.

9. The University agrees that reprimands are to be constructive in nature and shall not be issued in public.

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

Article 13
Grievance and Arbitration

1. A grievance shall be any atter involving interpretation or application of this contract and shall be subject to the following procedure Grievance Definition and Process: A grievance shall be any claim by an employee covered by this agreement, the Union, or the University arising out of, related to, or involving the interpretation, application, administration or alleged violation of this agreement:

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

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

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

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

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

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

4. Arbitrator Fees
   The fees and expenses of the Arbitrator shall be shared equally between the two (2) parties.

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

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

7. Unpaid Time Off to Attend Arbitration
   Employees other than Union Officers, stewards, alternatives or grievants, who are subpoenaed to an arbitration by the Union will be provided unpaid time off to attend.

Article 14
Personnel File

1. Employee Review of Personnel File
During their term of employment, post-probationary employees shall have the right to review their Employee Personnel File. The Employee Personnel File shall contain only documentation directly related to an employee's record of employment at Syracuse University, including hiring records, performance reviews, letters of commendation, complaints, disciplinary actions and job descriptions. Review of the Employee Personnel File will be carried out with an employee of the Office of Human Resources on an appointment basis. Copies will be provided upon request within a reasonable time.

2. University Documentation, other than those in the personnel file, which are maintained in compliance with State and Federal Law, shall be separately held and will not be subject to review by an employee.

3. Notice to Employee of all Material Placed in Personnel File
Nothing shall be placed into an employee's file which is not an accurate reflection of the work record of that employee. Any material, whether complimentary or detrimental to an employee, that is placed in their personnel file will be copied to the employee.

Article 15
Bulletin Board

The University shall provide a bulletin board in a suitable work area for the posting of notices and other materials pertaining to official Union business by the employees and authorized representatives of the Union. Alternatively, the University may provide a digital space acceptable to the union and approved by the University for the posting of notices and other materials pertaining to Union business by the employees and authorized representatives of the Union.The Union agrees to provide a copy of any such material to the Head of Labor Relations concurrent with posting.

Article 16
Drug Testing

All Dispatch staff will be subject to the standard operating procedures applicable to all Syracuse University Campus Safety and Emergency Services employees. If a post-probationary employee tests positive for alcohol and/or a controlled substance, the employee may be immediately removed from duty, without pay, and may be subject to the disciplinary process.

Article 17
Notification of Arrest

An employee covered under this agreement who is arrested will be required to report such arrest to the Head of Labor Relations within 24 hours of release following such arrest. Failure to do so may result in disciplinary action.

Article___

Article 18
Labor-Management Committee

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

Article 19
No Strike/No Lockout

1. Under no circumstances shall the employees directly or indirectly cause, instigate, permit, support, encourage or condone nor shall any employee or employees, directly or indirectly, take part in any action against

or interference with the operations of the University such as a strike, work stoppage, sit-down, stay-in, slow-down, curtailment of work, restriction of production, sympathy strike, interruption of work, or any picketing, patrolling or demonstrations at any location whatsoever during the term of this Agreement.

2. In the event of any such action or interference, and on notice from the University, the Union without any delay shall take whatever affirmative action is necessary to prevent and bring about the termination of such action or interference. Such affirmative action shall include immediate disavowal and refusal to recognize any such action or interference, and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Agreement subjecting them to disciplinary action, including discharge. If the union causes sanctions, takes part in, or fails to disavow forthwith any such violation of this article, all of the University's obligations under this agreement shall cease.

3. Based on the unique nature of the work of the Department of Public Safety, in the event a picket line is established at or near the University premises, facilities, or worksites, by other employees or labor organizations not subject to this Agreement, the Union agrees that it will not honor the picket line and will affirmatively take all measures necessary to induce its members to cross the picket line and to report for work at the University as scheduled. In addition, Union employees will continue to provide protection for University staff and property, including for those individuals who cross a picket line.

4. Nothing herein shall preclude the University from seeking legal or other redress of any individual who has caused damage to or loss of university property during any action against the University covered by this Article, or from taking disciplinary action, including discharge, against any employee. Any such disciplinary action taken shall be reviewable through the grievance and arbitration procedures only for the factual question of whether the employee took part in conduct that violated this article. The arbitrator's jurisdiction will be limited to whether or not the employee engaged in conduct that violated this article, and if so, the arbitrator will

have no power to modify the discipline imposed.

Article 20
Severability

In the event that any provision of this agreement becomes illegal, invalid or void by operation of law, the parties agree to meet and bargain in good faith to agree on an alternate provision, however it is understood by both parties that all the other terms, conditions and provisions of this agreement remain in full force and effect for the duration of the agreement.

Article 21
Duration of Agreement

This Agreement shall be binding on the parties hereto and their successors or assigns. The undersigned are fully authorized representatives of Syracuse University and the International Brotherhood of Teamsters Local 317, Syracuse University Dispatchers, and hereto have executed this Agreement effective January 31, 2025 through January 30, 2030.

For the University:	For the Union:
______________________	______________________________
Kent Syverud **President and Chancellor**	**Timothy Bevard** **Business Agent, L 317**
______________________	______________________________
Cathy Bottari	**Bailey Pattillo**