



AGREEMENT

Between

SYRACUSE UNIVERSITY

And

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 200UNITED**

July 1, 2019 to June 30, 2024



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PREAMBLE

This is a Labor Agreement made and entered into this 30th day of June 2019, 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 Library System Department, consisting of Bird Library and the various satellite libraries, and those employed in the Law Library Department, in the classifications listed in Appendix A.
- 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 Unit, which includes all the employees employed in the following sub-units: Physical Plant, Steam Distribution Station, Materials Distribution, Mail Room, Carrier Dome, and all those employed in the Housing and Food Services Maintenance (HFSM) 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. Food Service employees are full-time employees.
 - d.) 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.

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 \$200,000 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.

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 section 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.

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 Director of Staff 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 Director 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 N.L.R.A.

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 Staff 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 and Food Services will receive the greater of either the University’s across-the-board-increase for non-exempt, non-bargaining unit University employees or the following wage increases:

- 2.50% wage increase effective 7/1/2019**
- 2.75% wage increase effective 7/1/2020**
- 2.75% wage increase effective 7/1/2021**
- 2.75% wage increase effective 7/1/2022**
- 2.75% wage increase effective 7/1/2023**

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 work unit will receive the greater of either the University’s across-the-board-increase for non-exempt, non-bargaining unit University employees or the following wage increases:

- 2.50% wage increase effective 7/1/2019**
- 2.75% wage increase effective 7/1/2020**
- 2.75% wage increase effective 7/1/2021**
- 2.75% wage increase effective 7/1/2022**
- 2.75% wage increase effective 7/1/2023**

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 Health Care Advisory Committee.

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 Steam Station, 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 Steam Station, the work week, including the time and one half- and double-time days, will be posted and paid according to the schedule which will be posted in the Steam Station prior to the first work day each month.

Section 5. 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 6.

- 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 7.

- 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 8.

- 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 9.

- 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 10. 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 11. All employees who regularly work second or third shift or Schedule C in the Library shall receive a seventy-five cent (\$0.75) per hour differential in addition to normal pay. Employees in the Library who work Schedule B shift will be paid at the base rate for Library employees, with no additional differential. (See Appendix P Library MOA)

Section 12.

- 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 13. 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 who return from a leave of absence or disability leave will be assigned the average number of charged hours accumulated by employees in the applicable group who appear on the overtime list at that time.

Section 14. All employees must provide to their managing department a telephone number by which they can be personally contacted for emergencies and call-ins.

Section 15. The Employer and Union agree to meet quarterly, upon request of either party, to review the overtime records for any working unit.

Section 16. No employee shall be rescheduled within the pay period for the purpose of avoiding payment of overtime.

Section 17.

- 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 be 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.
- e.) While on layoff, Food Service employees are required to contact the Food Service Personnel Office every week prior to 2:00 p.m. on Wednesday for assignment to, or release from, available work.

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. They must provide to the Employer written proof of other summer employment. 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. All job openings 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 five (5) 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 six (6) 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. The qualified bidders are those who possess the "Minimum Requirements" listed in the job description for the posted position. No employee shall be considered who has a valid written warning 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.

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.

- 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 Staff 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 Staff 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
 - 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.

ARTICLE 19 DISABILITY BENEFITS PLAN

Section 1.

- a.) 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).
- b.) 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.

- c.) 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 twelve (12) paid holidays each calendar year. The eight (8) scheduled holidays are:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Martin Luther King 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. Additionally, the University agrees that the Orange Appreciation Days program will not be eliminated during the duration of this agreement (July 1, 2019 – June 30, 2024).

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 (pro rated 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

Service	Facilities/Food Services	Library
Upon reaching July 1 following the date of hire –		
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 Director of Staff 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 staff lounge and the circulation discharge area of 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. Additionally, such notices will be posted in the Science and Technology Library, Physics and Geology Libraries, and the Law Library.

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. 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:

July 1, 2019 – One Hundred Dollars \$100.00

Section 2. 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:

July 1, 2019 – 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.) 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.
- b.) Rest periods must be taken in the building or work area assigned unless previously excused by the appropriate supervisor.

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

All 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. Work uniforms are not allowed to leave the premises where issued.

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. Steam Station workers will receive a 10% per hour increase in their current rate when working in steam vaults for two (2) consecutive hours or more.

Section 4. 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:

- 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. 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.** 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 ten (10) regular work days following the occurrence giving rise to the grievance or five (5) regular workdays following the supervisor's verbal response, whichever comes first. 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.** If the grievance is not resolved in Step 2, the Union shall notify the Employer's Vice President for Human Resources or designee. The Union and the Employer's Vice President for Human Resources or designee shall meet at a time mutually convenient, for the purpose of

resolving this dispute. This meeting shall be held within ten (10) regular workdays following delivery of the department director's written answer in Step 2. The Employer 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 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.

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.

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.

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.

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.

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 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 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 enter into a pilot program on post-accident

drug testing. The program will begin on January 1, 2020 and sunset June 30, 2022, absent agreement between the Union and the University to extend the program further.

The University and the Union agree that beginning in September 2019, the WPC will engage in discussion surrounding implementation of the post-accident drug testing that will provide that when an employee damages a vehicle/piece of equipment or property, and/or causes injury to a person, and the damage is in excess of \$1,000, the University may, at its discretion send that employee for drug testing to establish if they were under the influence at the time of the accident that resulted in the damage.

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, 731 James Street, Suite 300, PO Box 1130, Syracuse, New York 13201 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, 2024 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.

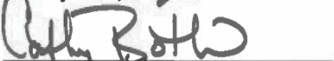
**ARTICLE 46
APPLICATION OF CONTRACT**

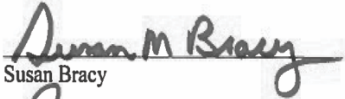
This Contract shall be binding on the parties hereto and their successors or assigns.

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, 2019.

For the University:

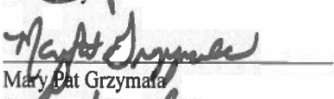

Kent Syverud, Chancellor and President

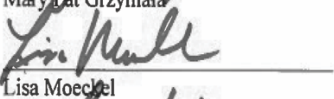

Cathy Bottari

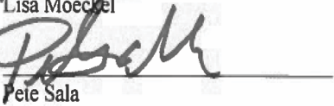

Susan Bracy


Jamie Cyr

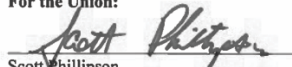

Denise D'Arc

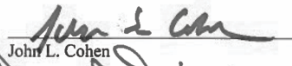

Mary Pat Grzymala

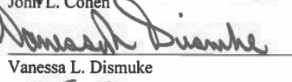

Lisa Moeckel

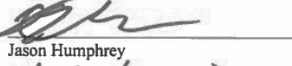

Pete Sala

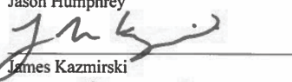
For the Union:


Scott Phillipson

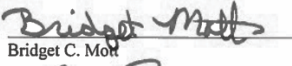

John L. Cohen

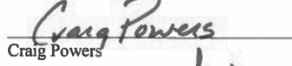

Vanessa L. Dismuke

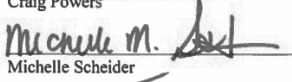

Jason Humphrey

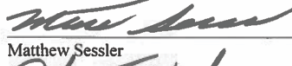

James Kazmirski

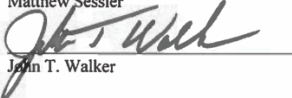

Douglas McClure


Bridget C. Mor


Craig Powers


Michelle M. Scheider


Matthew Sessler


John T. Walker

APPENDIX A
LIBRARY

GRADE 27 Library Technician IV	GRADE 29 Library Facility Technician

**APPENDIX B
FOOD SERVICES**

<p>GRADE 2 Checker Non-Food Handler</p>	<p>GRADE 7 Route Vending Driver Truck Driver II</p>
<p>GRADE 3 Baker Helper Cashier Commissary Helper Cook's Helper Cook's Helper – Pizza Maker Floater Food Handler Storeroom Attendant</p>	<p>GRADE 8 Head Chef– Dining Centers Head Chef – Special Assignment Head Cook – Pizza Maker</p>
<p>GRADE 4 Snack Bar Helper</p>	<p>GRADE 9 Baker Cash Control Operator Head Chef – Production</p>
<p>GRADE 5 Events Helper Warehouse Assistant</p>	
<p>GRADE 6 Baker B Second Cook – Catering Second Cook – Dining Centers Snack Bar Attendant Truck Driver Warehouse Helper</p>	

**APPENDIX C
FACILITIES**

<p>GRADE 3 Janitor</p>	<p>GRADE 84 Glazier Painter Maintenance Mechanic</p>
<p>GRADE 4 Janitor – Special Assignment Mail Clerk - B</p>	<p>GRADE 85 Auto Mechanic Grounds Technician Meter Maintenance Panel Control Operator Hazardous Materials Technician Equipment Operator</p>
<p>GRADE 5 Floor Maintenance Worker Laborer Mail Clerk – A Postage Meter Operator Special Projects Worker</p>	<p>GRADE 86 Auto Technician Carpenter Mason</p>
<p>GRADE 6 Athletic Field Worker Inserting Machine Operator Truck Driver</p>	<p>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</p>
<p>GRADE 7 Courier – Facilities Facilities Maintenance Worker Groundskeeper Truck Driver II Truck Driver Property Control</p>	

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 for Union Business is granted to:

NAME (Please print):

DATE OF LEAVE _____

TIME OUT: _____ SHIFT ENDS: _____

DESTINATION: _____

PURPOSE: _____

SIGNED: _____

Supervisor

Date

RETURNED TO WORK AT: _____

TIME IN: _____ LOCATION: _____

TOTAL TIME AWAY FROM WORK SITE: _____

SIGNED: _____ DATE: _____

If the supervisor is not available, report your return to work to appropriate office:

Carrier Dome	3-4678	Mail Room	3-2803
Food Service Office	3-3557	Materials Distrib.	3-3172
HFSM Office	3-2246	Facilities	3-1234
Library Office (Central)	3-5780	Steam Distribution	
Library Office (Law)	3-9571	Station	3-4188

NOTE: Authorization will be subject to work requirements at time of the request, but will not be unreasonably withheld. Form must be completely filled out in order to be accepted.

Failure to obtain proper authorization to leave the job will result in disciplinary action as provided for in the work rules.

Supervisor: When completed, send this form by fax to Number 3-1522, Human Resources. Any questions regarding this process, call the Director of Labor Relations at 3-9095, or HR Shared Services at 3-4042.

APPENDIX F

MEDICAL CERTIFICATION FOR DETERMINATION OF PAYROLL STATUS

Employee Job Classification

Department

I saw the above-named individual on _____.

He/she was: able to work _____

unable to work _____

Probable date of return to work is _____
Date*

* (Date subject to change at physician's discretion.)

Are there any limitations which would prevent the patient from returning to work?

_____ No _____ Yes (specify):

Physician's Signature: _____

Date _____

Physician's Name (Print): _____

Address: _____

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.

SEIU COMPENSATION RATES JULY 1, 2019 - JUNE 30, 2024

FY 2019/2020

Food Services		2019	2019	2019
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
2	16.774	15.096	15.935	
3	17.518	15.766	16.642	
4	18.693	16.824	17.758	
5	19.616	17.654	18.635	
6	20.567	18.511	19.539	
7	21.458	19.312	20.385	
8	22.488	20.239	21.364	
9	23.410	21.069	22.239	

FY 2020/2021

Food Services		2020	2020	2020
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
2	17.235	15.511	16.373	
3	17.999	16.199	17.099	
4	19.207	17.286	18.247	
5	20.155	18.140	19.148	
6	21.133	19.020	20.076	
7	22.048	19.843	20.946	
8	23.106	20.796	21.951	
9	24.053	21.648	22.851	

Physical Plant		2019	2019	2019
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
3	17.518	15.766	16.642	
4	18.693	16.824	17.758	
5	20.167	18.150	19.158	
6	21.048	18.943	19.995	
7	22.006	19.805	20.905	
8	23.075	20.768	21.921	
9	24.072	21.665	22.868	
10	25.059	22.553	23.806	

Physical Plant		2020	2020	2020
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
3	17.999	16.199	17.099	
4	19.207	17.286	18.247	
5	20.721	18.649	19.685	
6	21.626	19.464	20.545	
7	22.611	20.350	21.480	
8	23.710	21.339	22.524	
9	24.734	22.261	23.497	
10	25.748	23.173	24.460	

Skilled Trades		2019	2019	2019
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
84	26.535	23.881	25.208	
85	27.122	24.410	25.766	
86	27.856	25.070	26.463	
87	28.337	25.503	26.920	

Skilled Trades		2020	2020	2020
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
84	27.264	24.538	25.901	
85	27.868	25.081	26.474	
86	28.622	25.760	27.191	
87	29.116	26.205	27.661	

Library-Schedule B		2019	2019	2019
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
27	20.758	18.682	19.720	
29	24.072	21.665	22.868	

Library-Schedule B		2020	2020	2020
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
27	21.329	19.196	20.263	
29	24.734	22.261	23.497	

Library-Schedule C		2019	2019	2019
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
27	21.414	19.273	20.343	

Library-Schedule C		2020	2020	2020
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
27	22.003	19.803	20.903	

FY 2021/2022

Food Services		2021	2021	2021
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
2	17.709	15.938	16.823	
3	18.494	16.645	17.570	
4	19.735	17.762	18.749	
5	20.710	18.639	19.674	
6	21.714	19.543	20.628	
7	22.655	20.389	21.522	
8	23.742	21.368	22.555	
9	24.715	22.243	23.479	

FY 2022/2023

Food Services		2022	2022	2022
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
2	18.196	16.376	17.286	
3	19.003	17.103	18.053	
4	20.278	18.250	19.264	
5	21.279	19.151	20.215	
6	22.311	20.080	21.196	
7	23.278	20.950	22.114	
8	24.395	21.955	23.175	
9	25.395	22.855	24.125	

Physical Plant		2021	2021	2021
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
3	18.494	16.645	17.570	
4	19.735	17.762	18.749	
5	21.291	19.162	20.227	
6	22.221	19.999	21.110	
7	23.233	20.909	22.071	
8	24.362	21.926	23.144	
9	25.414	22.873	24.143	
10	26.456	23.810	25.133	

Physical Plant		2022	2022	2022
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
3	19.003	17.103	18.053	
4	20.278	18.250	19.264	
5	21.877	19.689	20.783	
6	22.832	20.549	21.691	
7	23.871	21.484	22.678	
8	25.032	22.529	23.780	
9	26.113	23.502	24.807	
10	27.183	24.465	25.824	

Skilled Trades		2021	2021	2021
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
84	28.014	25.213	26.613	
85	28.634	25.771	27.202	
86	29.409	26.468	27.939	
87	29.917	26.925	28.421	

Skilled Trades		2022	2022	2022
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
84	28.784	25.906	27.345	
85	29.421	26.479	27.950	
86	30.218	27.196	28.707	
87	30.740	27.666	29.203	

Library-Schedule B		2021	2021	2021
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
27	21.916	19.724	20.820	
29	25.414	22.873	24.143	

Library-Schedule B		2022	2022	2022
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
27	22.518	20.267	21.392	
29	26.113	23.502	24.807	

Library-Schedule C		2021	2021	2021
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
27	22.608	20.348	21.477	

Library-Schedule C		2022	2022	2022
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
27	23.230	20.907	22.068	

FY 2023/2024

Food Services		2023	2023	2023
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
2	18.696	16.827	17.761	
3	19.525	17.573	18.549	
4	20.836	18.752	19.794	
5	21.864	19.678	20.771	
6	22.925	20.632	21.779	
7	23.918	21.526	22.722	
8	25.066	22.559	23.812	
9	26.093	23.484	24.788	

Physical Plant		2023	2023	2023
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
3	19.525	17.573	18.549	
4	20.836	18.752	19.794	
5	22.478	20.230	21.354	
6	23.460	21.114	22.287	
7	24.528	22.075	23.302	
8	25.720	23.148	24.434	
9	26.831	24.148	25.490	
10	27.931	25.138	26.534	

Skilled Trades		2023	2023	2023
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
84	29.576	26.618	28.097	
85	30.231	27.207	28.719	
86	31.049	27.944	29.496	
87	31.585	28.427	30.006	

Library-Schedule B		2023	2023	2023
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
27	23.138	20.824	21.981	
29	26.831	24.148	25.490	

Library-Schedule C		2023	2023	2023
Grades	2019 Job Rate	Year 1 rate - 10% below	Year 2 rate - 5% below	
27	23.869	21.482	22.675	

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.

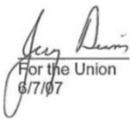
9. An employee who calls in sick (not on disability) will be considered available for overtime on subsequent days, unless the employee specifically says that s/he is unable to work (for example, if any employee calls in sick on Friday, the employee should report for scheduling overtime on Saturday, unless 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


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 or 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 the University will allow employees the option to elect to use some or all of their unused annual allotment of vacation time after the regular waiting period at the start of a disability leave 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 to use vacation will be entirely in the employee’s voluntary 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	<ul style="list-style-type: none"> • 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)	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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
Scott Phillipson

7/3/13
Date

Syracuse University
By: John H. Longtin
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



Scott Phillipson

For Syracuse University



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 work force 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 highly stylized, cursive handwritten signature in black ink, consisting of several overlapping loops and a long, sweeping tail that curves downwards and to the right.

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

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