

MEMORANDUM OF AGREEMENT

September 4, 2024

THIS MEMORANDUM OF AGREEMENT, between SYRACUSE UNIVERSITY (“University”) and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 200 (“SEIU”) sets for the terms of a successor agreement to the collective bargaining agreement between the University and the Union, for the term of July 1, 2024 through June 30, 2028 (the “Successor Agreement”), as follows:

1. Each and every term of the collective bargaining agreement in place between the University and the Union, having a term of July 1, 2019 through June 30, 2024, is extended through ratification, and for the term of the Successor Agreement, except as expressly altered herein.

2. The parties agree that the following Tentative Agreements (attached) will be incorporated into the successor agreement: TA#1, TA#2, TA#3, TA#4, TA#5, TA#9, TA#13, TA#14, TA#15, TA#16, TA#17, TA#18, and TA#19.

3. The University withdraws University Proposal #4, University Proposal #5, and University Proposal #7. The Union withdraws Union Proposal #2, Union Proposal #5, its requests in Union Proposal #8 regarding the retirement contribution and the education benefit co-pay, Union Proposal #9, its request in Union Proposal #11 for UI benefits during the summer layoff, its request in Union Proposal #12 for a high-volume differential in food service, and Union #15.

4. **Counter to Union Proposal #11**

The parties will enter into the attached side letter to create a pilot program, for the 2024-2025 and 2025-2026 fiscal years, whereby Food Service employees are not placed on temporary layoff during Thanksgiving Break in the Fall semester and Spring Break in the Spring semester.

New language is underlined; Deleted language is ~~stricken through~~.

September 4, 2024

5. **Counter to Union Proposal #12**

ARTICLE 16
TRANSFER & PROMOTION

Section 4. The qualified bidders are those who can meet/who possess the “Minimum Requirements” and “Job Specific Qualifications” 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.

6. **University Proposal #2:**

Allow some Food Service employees to hold 12-month positions, by amending Article 2 – Recognition, Section 3, as follows:

Section 3.

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

7. **University Proposal #6:**

Codify the existing practice of “polling” to the contract and to allow skill and ability to be considered for positions starting at Grade 5 and above, by amending Article 16 – Transfer and Promotion as follows:

ARTICLE 16
TRANSFER AND PROMOTION

Section 1.

- a.) Polling. When an opening in a job classification occurs, the employees in the same classification will be polled for interest in the opening. If the opening is not filled by a person in the job classification, it will be filled through the bidding process.
- b.) Bidding. All job openings not filled through polling will be conspicuously posted for five (5) working days in all work areas within the bargaining unit. The posting shall contain the job title, job description, pay grade, rate of pay, shift and in the case of temporary vacancies, the duration of the vacancy. The job posting will include location for informational purposes only and will not be considered a permanent part of the job

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September 4, 2024

classification. Instructions for bidding on the job will also be included.

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

Section 3.

a.) For Grade ~~four~~five (45) and below positions in the Facilities and Food Service Units, the job will be awarded to the bidder with the most bargaining unit seniority who is qualified to perform the job in question.

b.) For Grade ~~five~~six (56) and above positions in the Facilities and Food Service Units, and Grade twenty-seven (27) and above positions in the Library Unit, the job will be awarded to one of the three qualified bidders with the most bargaining unit seniority and selected by the hiring department. All things being relatively equal, the job will be awarded to the bidder with the most bargaining unit seniority.

Section 4.

a.) The qualified bidders are those who possess the "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.

b.) No employee shall be appointed through polling 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 polling. Should no employee in the classification express interest in the polled opportunity, the university has the discretion to offer the opportunity to an employee in the classification with active discipline who has expressed interest.

* * *

Section 7.

a.) An employee transferred or promoted through the job bidding procedure shall serve a trial period of forty-five (45) days worked. During this time, the employee's qualifications for the job shall be evaluated for permanent transfer. If the trial period is successfully completed, the employee will be credited with occupational seniority for the trial period. If the employee cannot perform the job during the trial period, the employee will be returned to the position held prior to accepting the bid and will be credited with occupational seniority for the trial period. The trial period can only be extended by mutual written agreement between the Employer and the Union. This 45-day trial period shall not be available to vacancies filled by polling.

b.) While an employee is serving a trial period, he/she is prohibited from bidding for another job.

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

d.) If an employee does not successfully complete the trial period the University may either repost the position or, upon the consent of the union, select the next senior qualified

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bidder from the original pool of qualified bidders.

* * *

8. Union Proposal

Ensure that Food Service employees continue to receive Orange Appreciation days, by amending Article 20, Section 9 as follows:

ARTICLE 20 HOLIDAYS

[Section 1 to 9, no changes.]

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).~~

9. University Proposal

ARTICLE 30 SAFETY EQUIPMENT

Address mandatory use of PPE and compliance with OSHA directives, by amending Article 30 – Safety Equipment and Article 36 – Health and Safety as follows:

Section 1. The University shall provide Personal Protective Equipment (PPE) and bargaining unit employees shall wear PPE as required pursuant to OSHA or any federal, state, or local laws and/or regulations.

Facilities Unit employees, except custodial staff, Libraries Unit warehouse facility and delivery employees, and Food Service Unit drivers and warehouse employees (including vending) are required to wear ANSI/OSHA approved safety shoes. Facilities Unit custodial staff and all other Food Services Unit employees are required to wear ASTM F3445-21 SR standard slip-resistant shoes.

~~Section 12.~~ 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 23.~~ 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).

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**ARTICLE 36
HEALTH AND SAFETY**

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

Section 2.

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

10. Counter to Union Proposal #21

**ARTICLE 9
WAGES AND CLASSIFICATIONS**

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

Section 2.

All bargaining unit employees in the Facilities Services Unit and Food Services Unit will receive the ~~greater of either the University's across the board increase for non-exempt, non-bargaining unit University employees or the~~ following wage increases:

10.00% wage increase effective 7/1/2024

3.00% wage increase effective 7/1/2025

2.75% wage increase effective 7/1/2026

3.00% wage increase effective 7/1/2027

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

Section 3.

All bargaining unit employees in the Library ~~work u~~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:

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September 4, 2024

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

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

11. Term of Agreement

The term of the Successor Agreement shall run from July 1, 2024 through June 30, 2028.

ARTICLE 45
DURATION OF AGREEMENT

This Agreement shall continue in effect until June 30, ~~2024~~2028 at midnight and shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to any termination date either party serves written notice on the other of a desire to amend or modify the Agreement.

12. This Memorandum of Agreement is subject to ratification by the members of the Union. The Union will hold a ratification vote on or before Friday, September 6, 2024.

13. Wage changes set forth in this Memorandum of Agreement shall be retroactive to July 1, 2024, however, implementation of such changes may take up to ninety (90) days after ratification to be reflected in employee's paychecks.

{signatures follow on next page}

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September 4, 2024

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 200 UNITED**

SYRACUSE UNIVERSITY

Scott Phillipson
Scott Phillipson, President

9/4/2024
Date

Cathy Bottari 9/4/2024
Cathy Bottari, Assoc. Dir. Lab. Date

Bargaining Team Members:

[Signature]
Robert Betsey

Michelle M. Ciereck
Michelle Ciereck

Vanessa Dismuke
Vanessa Dismuke

Vernice Henderson
Vernice Henderson

Elizabeth Hughes
Elizabeth Hughes

James Kasmirski
James Kasmirski

Adema King
Adema King

Kevin McCutcheon
Kevin McCutcheon

Douglas McClure
Douglas McClure, Business Agent

John O'Reilly
John O'Reilly

Bargaining Team Members:

Melinda Dermody
Melinda Dermody

Mary Pat Grzymala
Mary Pat Grzymala

John Papazogold
John Papazogold

Pete Sala
Pete Sala

Robert Schofield
Robert Schofield

Matthew Werth
Matthew Werth

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September 4, 2024

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

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

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

Thanksgiving Break

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

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

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

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

Spring Break

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

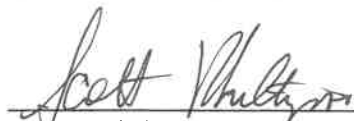
Retail Dining (Academic Café locations, Schine, Goldstein) will generally be closed, however, one or more locations may be operated based on campus needs. Work will be offered in the employee's unit or other units. Work assigned will include cleaning, training, or work at an open location.

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

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

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INTERNATIONAL UNION
LOCAL 200UNITED

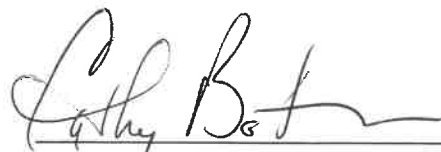
SYRACUSE UNIVERSITY



Scott Phillipson, President

7/23/24

Date



Cathy Bottari, Assoc. Dir. Lab.

7/23/24

Date

TA # 1

**TENTATIVE AGREEMENT BETWEEN
SYRACUSE UNIVERSITY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 200 UNITED
June 18, 2024**

University’s Counter to Union Proposal #1

**ARTICLE 18
DISCIPLINE AND DISCHARGE**

[No changes to Sections 1 through 7]

Section 8: Discipline Process

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

The Union and the University acknowledge and agree that a “verbal warning” and “letter of counsel” are meant to provide notice and guidance to the employee and do not constitute “discipline”; formal discipline begins with the first written warning.

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

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June 18, 2024

3. Going forward, no single event of misconduct will result in the issuance of more than one penalty per employee. Only one penalty will be issued to each employee per disciplinary event.
4. No employee shall be considered who has a valid written warning or suspension on file which is less than 180 calendar days old from the date of the warning to the date of the posting.
5. The University will not suspend an employee during an investigation, prior to discipline, except in cases where the employee's presence creates a concern regarding the safety, security, or health of persons or property, or in cases where the conduct being investigated would constitute a crime, or where criminal charges are pending against the employee.

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 200 UNITED

SYRACUSE UNIVERSITY

	
Scott Phillipson, President	Cathy Bottari, Assoc. Dir. Lab.
6/18/24	6/18/24
Date	Date

New language is underlined; Deleted language is ~~stricken through~~.

June 18, 2024

TA #2


**TENTATIVE AGREEMENT BETWEEN
SYRACUSE UNIVERSITY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 200UNITED
June 13, 2024**

University Proposal #13:

Management proposes eliminating all references to the Steam Station throughout the contract, including by deleting Article 12, Section 4 and Article 34, Section 3 in their entirety.

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 200UNITED

SYRACUSE UNIVERSITY



Scott Phillipson, President 6/19/24
Date



Cathy Bottari, Assoc. Dir. Lab. 6/18/24
Date

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June 13, 2024

TA #3

**TENTATIVE AGREEMENT BETWEEN
SYRACUSE UNIVERSITY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 200UNITED
June 13, 2024**

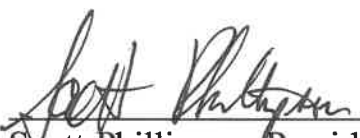
University Proposal #8:

Management proposes eliminating archaic language by amending Article 24 – Bulletin Boards, Section 3, as follows:


Section 3. The bulletin boards in the libraries’ ~~staff lounge and the circulation discharge areas 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.~~

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 200UNITED

SYRACUSE UNIVERSITY



Scott Phillipson, President 6/18/24
Date



Cathy Bottari, Assoc. Dir. Lab. 6/18/24
Date

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June 13, 2024

TA #4

**TENTATIVE AGREEMENT BETWEEN
SYRACUSE UNIVERSITY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 200UNITED
June 13, 2024**

University Proposal #11:

Management proposes adding language to the Agreement to allow for adoption of job description changes without union objection by Amending Article 37 – Classifications, Job Descriptions and Reclassifications, Section 2, as follows:

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

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


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

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 200UNITED

SYRACUSE UNIVERSITY



Scott Phillipson, President 6/10/24
Date



Cathy Bottari, Assoc. Dir. Lab. 6/18/24
Date

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June 13, 2024

TA #5

**TENTATIVE AGREEMENT BETWEEN
SYRACUSE UNIVERSITY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 200UNITED
July 8, 2024**

University Proposal #14:

Management proposes amending Article 15 Layoff, Recall and Temporary Closures of University Locations, Section 8, to eliminate the requirement to prove alternate employment in order to be exempt from summer recall, as follows:

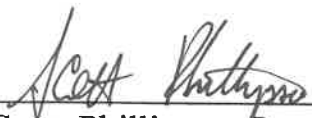
**ARTICLE 15
LAYOFF, RECALL AND TEMPORARY CLOSURES OF UNIVERSITY LOCATIONS**

[Sections 1 through 7, no changes]

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.

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 200UNITED

SYRACUSE UNIVERSITY



Scott Phillipson, President 7/8/24
Date



Cathy Bottari, Assoc. Dir. Lab. 7/8/24
Date

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July 8, 2024

TA #9

**TENTATIVE AGREEMENT BETWEEN
SYRACUSE UNIVERSITY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 200UNITED
July 8, 2024**

Counter to Union Proposal #13


APPENDIX L

The University proposes to amend Appendix L, "OPTION 3" to allow greater discretion in the use of available vacation leave, as follows:

OPTION THREE: In an effort to minimize the financial impact for employees going out on disability leave, the parties agree that, after the regular waiting period, the University will allow employees the option to elect, for each pay period of the leave, to use some or all of their unused annual allotment of vacation, ~~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(s) to use vacation will be entirely in the employee's ~~voluntary sole~~ discretion. The actual effective date of the disability will be maintained, and the use of vacation time will not change that date.

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 200UNITED

SYRACUSE UNIVERSITY



Scott Phillipson, President 7/8/24
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Cathy Bottari, Assoc. Dir. Lab. 7/8/24
Date

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July 8, 2024

TA #13

**TENTATIVE AGREEMENT BETWEEN
SYRACUSE UNIVERSITY
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SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 200UNITED
July 8, 2024**

Revised University Proposal #1 / Counter to Union Proposal #3:

Eliminate archaic language, by amending Article 2 – Recognition, as follows:

[No Changes to Section 1]

Section 2. This agreement covers the following working units:

- a.) The Library Unit, which includes the employees employed in the University Library Libraries 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 Services 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)~~ Facilities Services Department, in the classifications listed in Appendix C.

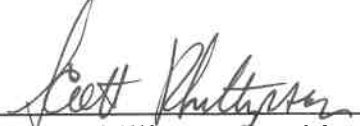
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Section 7. When used in this Agreement, the term “sub-unit” shall refer to the following:

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

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 200UNITED

SYRACUSE UNIVERSITY



Scott Phillipson, President 7/8/24
Date



Cathy Bottari, Assoc. Dir. Lab. 7/8/24
Date

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July 8, 2024

TA #14

**TENTATIVE AGREEMENT BETWEEN
SYRACUSE UNIVERSITY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 200UNITED
July 8, 2024**

University Proposal #3:


Management proposes adding language to the Agreement regarding work rules, by amending Article 3 – Management Rights, to add a new Section 3, as follows:

Section 3. Employer has adopted Work Rules which have been provided to the Union and are incorporated in this Agreement for reference as Appendix Q. In the event that Employer makes changes to the Work Rules, it shall present those changes to the Union. If the Union agrees with the proposed changes, or if the Union fails to object to the proposed changes in writing to the Head of Labor Relations or their designee within 90 days of the first presentation of the changes to the Union, the changes will take effect.

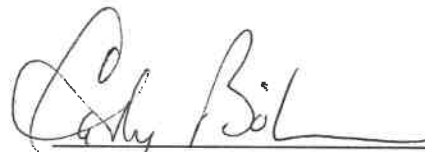
The parties agree that the work rules to be appended to the CBA will be the existing work rules dated August 1, 1980, and that the proposed changes thereto, sought by the University, will be presented to the Union in accordance with the language above.

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 200UNITED

SYRACUSE UNIVERSITY



Scott Phillipson, President 7/8/24
Date



Cathy Bottari, Assoc. Dir. Lab. 7/8/24
Date

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July 8, 2024

TA #15

TENTATIVE AGREEMENT BETWEEN

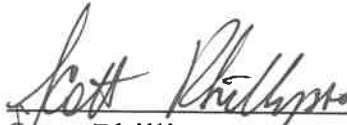
SYRACUSE UNIVERSITY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 200 UNITED
July 1, 2024

Union Proposal #14

The parties agree to amended Article 20 Holidays, Section 1., by adding "Juneteenth" to the list of holidays contained in that section as an additional holiday.

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 200 UNITED

SYRACUSE UNIVERSITY



Scott Phillipson, President 7/8/24
Date



Cathy Bottari, Assoc. Dir. Lab. 7/8/24
Date

New language is underlined; Deleted language is ~~stricken through~~.

July 8, 2024

**TENTATIVE AGREEMENT BETWEEN
SYRACUSE UNIVERSITY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 200UNITED
July 8, 2024**

Counter to Union Proposals #4 and #5:

**ARTICLE 3
MANAGEMENT RIGHTS**

[No changes to Section 1]

Section 2. Subcontracting

A. Construction Trades


Subcontracting of construction trades work will be permitted for projects in excess of \$200,000 300,000 or for projects which Facilities does not have the staff, skill or equipment to perform (e.g., black top paving, high voltage splicing and hot roof mopping).

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

B. Non-Construction Trades Positions *[No changes]*

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 200UNITED

SYRACUSE UNIVERSITY



Scott Phillipson, President 7/8/24
Date



Cathy Bottari, Assoc. Dir. Lab. 7/8/24
Date

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July 8, 2024

**TENTATIVE AGREEMENT BETWEEN
SYRACUSE UNIVERSITY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 200 UNITED
July 8, 2024**

2nd Counter to Union Proposal #6

**ARTICLE 35
GRIEVANCE AND ARBITRATION**

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

- Step 1.** A grievance must be first raised orally by the employee with or without Union representation, to the employee's immediate supervisor, or next level supervisor, within ~~five (5)~~ fifteen (15) ~~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)~~ fifteen (15) ~~regular~~-workdays 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)~~ fifteen (15) ~~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)~~ ten (10) workdays after the date of the meeting at Step 3.
- Step 4.** If no satisfactory settlement is made in Step 3, and if the grievance concerns an alleged Employer violation of an express provision of the Agreement, then the Union has thirty (30) calendar days after the receipt of the Step 3 decision to submit the matter in writing (copy to the Employer) to a mutually agreed on

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arbitrator, or if none, to the American Arbitration Association in accordance with its voluntary arbitration rules. The decision of the arbitrator shall be final and binding on each party. Such arbitration shall be held, if possible, during normal work hours.

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

Section 3. The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement nor shall the arbitrator have the power to imply any obligation not expressly set forth in this Agreement. No award shall be effective retroactively beyond the date the grievance was first raised orally with the supervisor (see Step 1).

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


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

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

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

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Revised University Proposal #10:

Management proposes requiring the use of uniforms by Facilities Services and Food Services employees, by amending Article 33 – Wash-Up Time, as follows:

ARTICLE 33
WASH-UP TIME AND UNIFORMS

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

- a.) Food Service employees who are supplied uniforms by the University shall have a period of five (5) minutes after the start of their work shift to change from their street clothes to the authorized work uniform and five (5) minutes before the mid-shift meal for wash-up time and five (5) minutes at the end of the work shift for the purpose of cleaning and replacing work tools, washing up and changing to their street clothes. ~~Work uniforms are not allowed to leave the premises where issued.~~

Section 2. The University reserves the right to make rules pertaining to employee uniforms and appearance, including the right to determine the need and the use of equipment necessary to perform job duties.

- a.) Facilities Services. The University will issue apparel items for all Facilities Services Division staff. All Facilities Services employees will be required to wear a University issued apparel item which is based on the position for which you have been hired.
 - Employees must openly display their University ID at all times while on duty.
 - University issued apparel will be kept neat, clean and in good condition at all times.
 - The University issued apparel must be the outermost layer of clothing worn by an employee while on duty.
 - Employees are responsible for the proper maintenance, laundering and care of these items. This includes laundering the University issued apparel regularly.
 - If a piece of University issued apparel needs to be replaced due to normal wear and tear, the University will replace it at no expense to the employee at the department's discretion.

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b.) Food Services. The University will issue rented uniforms or University issued apparel for all Food Services Division staff. All Food Services employees will be required to wear the designated rental uniform or University issued apparel, based on the position for which you have been hired. Food Services rental uniforms are not allowed to leave the workplace unless expressly authorized by the University.

- Employees must carry their University ID at all times while on duty.
- Uniforms and University issued apparel will be kept neat, clean and in good condition at all times.
- The University will be responsible for laundering rental uniforms; Employees are responsible for the proper maintenance, laundering and care of University issued apparel items. This includes laundering the University issued apparel regularly.
- The rental uniform/ University issued apparel must be the outermost layer of clothing worn by an employee while on duty.
- If a rental uniform/ University issued apparel piece needs to be replaced due to normal wear and tear, the University will replace it at no expense to the employee at the department's discretion.
- Employees working in a franchise location are required to comply with the dress requirements dictated by the franchise agreement.
- Food Services employees are required to comply with grooming and food safety regulations of the Onondaga County Board of Health.

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University Proposal #12:

Management proposes eliminating the sunset date for Post-Accident Drug Testing, by amending Article 41 – Post-Accident Drug Testing, as follows:

**ARTICLE 41
POST-ACCIDENT DRUG TESTING**


The University and the Union agree to ~~enter into a pilot program on~~ provide for post-accident drug testing in accordance with this Article. ~~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 may,~~ in its discretion, require 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 the employee was under the influence of drugs or alcohol,~~ at the time of the accident that resulted in the damage. This ability to conduct testing is separate and apart from the mandatory drug and alcohol screening that is in required under federal law for certain holders of Commercial Driver Licenses engaged in safety sensitive functions as defined in federal regulation.

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.

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