

**AGREEMENT
BETWEEN
SYRACUSE UNIVERSITY
AND
SECURITY POLICE AND FIRE PROFESSIONALS
OF AMERICA UNION
AND ITS
LOCAL #532**

DECEMBER 9, 2006 TO DECEMBER 20, 2009

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PURPOSE AND INTENT

This Agreement is between Syracuse University, hereinafter referred to as the University, and the International Security, Police and Fire Professionals of America (SPFPA) Union, and its Local 532, hereinafter referred to as the Union. It is agreed by the University and the Union that the purpose of this Agreement is to promote and maintain a productive working relationship between the Employer, the Union and the employees represented by the Union and to make clear the basic provisions upon which such a relations depend. It is the intention of both the Employer and 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.

It is recognized by the Agreement to be the duty and obligation of the University and of the Union to cooperate fully for the advancement of said purposes and conditions.

ARTICLE 1 RECOGNITION

Section 1

The University recognizes the International Security, Police and Fire Professionals of America (SPFPA) Union, and it's Local 532, as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and all other terms and conditions of employment of all employees in the bargaining unit as certified by the National Labor Relations Board, Case # 3 -RC -11701, dated 29 June 2006.

Section 2

The unit shall consist of all full-time and regular part-time public safety officers, community service officers, and communications specialists employed by the Employer in the Department of Public Safety (DPS) working at the campus of Syracuse University in Syracuse, New York; excluding all office clerical employees, students performing guard duties, casual employees, temporary employees working at campus events including the Carrier Dome, professional employees, supervisors, managers and confidential employees as defined in the Act and all other employees.

*Regular part-time shall be defined as any employee identified in this Article as included in the unit who regularly works more than twenty (20) hours per week but less than full time for twelve (12) months.

ARTICLE 2 TERMS OF AGREEMENT

Section 1

This Agreement expresses the full, complete and final Agreement of the parties for the duration hereof. It cancels and supersedes any and all Agreements and understandings that may have been in effect previously and this Agreement may be amended only by mutual Agreement of the parties in writing. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2

The execution of this Agreement shall not result in any abridgment of the rights held by management or the union, except as otherwise modified by this Agreement.

ARTICLE 3 UNION SECURITY AND MEMBERSHIP

Section 1

As a condition of continued employment, each current and 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, or must agree to pay an amount equal to that employee's weekly SPFPA dues and initiation fees beginning after the completion of thirty (30) calendar days of employment in a bargaining unit position.

Section 2

The Union will certify in writing and submit to the employer the amount of the regular weekly dues, initiation fees and/or agency fees to be deducted under the provisions of this Agreement. If the amount of the regular weekly dues, initiation fees and/or agency fees is changed during the term of this Agreement, the Union shall certify in writing to the

Employer the nature and effective date of the change, thirty (30) days prior to the effective date of the change.

Section 3

Any employee who so desires may have the University deduct, on a weekly basis, an amount equal to that employee's weekly SPFPA membership dues, initiation fees and/or agency fees from such employee's pay upon receiving the employee's individual written authorization for the University to make such deductions signed by the employee. The written authorization forms, including the employee's name, social security number, employee signature and date of signature, shall be provided by the Union.

Section 4

The University will transmit to the proper officers of the Union each month, the wages withheld for such dues, initiation fees and/or agency fees. The remittances shall be accompanied by a list showing individual names, social security numbers, department date of hire, and amounts deducted.

Section 5

Payment for membership dues and/or agency fees shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days.

Section 6

The University will notify the Union of newly hired employees covered by the Agreement, including the name, social security number, address, job classification and hire date of such employee on a monthly basis.

Section 7

The Union shall indemnify and protect the University against all forms of liability and claims which may arise by reason of the University's compliance with this article. The University 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.

Section 8

Errors made in Union dues or agency fee deductions resulting from errors made by the University will be corrected as necessary by the University. In no event will the University be required to fund any part of an individual's Union dues or agency fee or any part of the monthly submission of Union dues and agency fees to the Union.

ARTICLE 4 MANAGEMENTS 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, including but not limited to;

- the right to determine, establish, plan, direct and control the University's mission, policies, programs, objectives, activities, resources and priorities;
- the right to alter, reorganize, reduce, extend or discontinue any existing program, department, unit, school, college, facility and locale of operation;
- the right to comply with NYS Department of Criminal Justice Services standards and requirements and any other applicable standards and requirements;
- the right to determine and introduce new and/or improved standards, facilities, equipment and methods;
- the right to determine or change job content, classify or reclassify positions and allocate new or existing positions;
- the right to promulgate, modify and enforce reasonable rules and regulations and qualitative and quantitative standards of quality and performance and standards to ensure the maintenance of order and efficiency;
- the right to determine the number, qualifications and staffing mix of department staff;
- the right to recruit, hire, train, retain, evaluate, transfer, promote and demote, to layoff for lack of work or other reasons, to discontinue jobs, to assign employees within and across departments;
- the right to subcontract work, though while the University retains the right to subcontract work, the University agrees to make a reasonable effort to avoid employee layoffs where subcontracting may eliminate unit jobs;
- the right to determine hours and schedule and assignment of work; and the right to establish or modify the academic and fiscal calendars, including holidays and holiday scheduling;
- the right to make rules and regulations governing conduct and safety;
- the right to discipline or discharge for proper cause.

Section 2

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

**ARTICLE 5
NO STRIKE GUARANTEE**

Section 1

Under no circumstances shall the Union, its officials, its employees, its affiliates, or its members, directly or indirectly cause, instigate, permit, support, encourage or condone, nor shall any employee or employees, directly or indirectly, take part in any action against or interference with the operations of the University such as a strike, work stoppage, sit-down, stay-in, slow-down, curtailment of work, restriction of production, sympathy strike, interruption of work, or any picketing, patrolling or demonstrations at any location whatsoever during the term of this Agreement.

Section 2

In the event of any such action or interference, and on notice from the University, the Union without any delay shall take whatever affirmative action is necessary to prevent and bring about the termination of such action or interference. Such affirmative action shall include immediate disavowal and refusal to recognize any such action or interference and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Agreement subjecting them to disciplinary action, including discharge.

Section 3

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

Section 4

Nothing herein shall preclude the University from seeking legal or other redress of any individual who has caused damage to or loss of University property or from taking disciplinary action, including discharge, against any employee. Any such disciplinary action taken shall not be reviewable through the grievance and arbitration procedures, except for the fact question of whether the employee took part in conduct that violated this article. The arbitrator's jurisdiction will be limited to whether or not the employee engaged in conduct that violated this article, and if so, the arbitrator will have no power to modify the discipline imposed.

Section 5

The University agrees that it will not lock out its employees during the term of this Agreement.

**ARTICLE 6
GRIEVANCE PROCEDURE AND ARBITRATION**

Section 1

This Article establishes the exclusive procedure for the processing and settlement of grievances. All grievances shall be processed solely in accordance with the procedures set forth in this Article. A grievance is defined as any dispute or claim arising out of or relating to the interpretation or application of this Agreement.

Section 2

The parties agree to encourage discussions between employees and supervisors prior to implementing the official steps as outlined in this Article.

Section 3

The parties agree that legal counsel shall not attend grievance hearings through Step Two of the formal process.

Section 4

When employees are required to attend a grievance hearing as a grievant, University witness, or Union representative, they will only be paid for the time spent in attending grievance hearings when such time coincides with their regularly scheduled working hours. When a grievance is filed by more than one employee, the grievance will identify one of those employees who shall represent the class of grievance at

each step of the grievance procedure. Neither party shall be responsible for the expense of witnesses called by the other party, including lost work time.

Section 5

The parties agree that grievance and arbitration hearings will be scheduled and conducted in a manner designed to minimize disruption to the department.

Without a compelling reason for absence, a grievance will be dismissed when the grievant fails to be present at any one of the hearings of the steps of the grievance procedure.

Section 6

“Working day” within the meaning of this Article is defined as Monday through Friday, excluding all paid holidays. Whenever the University fails to meet the time limits required in this Article, the grievance at issue may be appealed to the next step. Whenever the Union or grievant fails to meet the time limits required in this Article, the grievance shall be regarded as settled on the basis of the University’s last response or position. Initial steps and time limits of this Article may be waived by mutual written agreement of the Union and the University.

Section 7

It is understood that any resolution reached in the Informal Process is non-precedence setting.

Section 8

No employee shall be discriminated against for participating in the grievance procedure.

Section 9

It shall be the employee’s obligation to indicate whether or not the employee wants Union representation during the grievance procedure. If the employee does not wish representation, the employee must notify the Union and the University in writing of their intent. A Union representative must be present at all other steps except Step One of the grievance procedure.

Section 10

At each step of the grievance procedure, each party shall present the facts and documents known to the party at the time to support its position on the grievance. Additional information requested by either party in writing shall be provided in keeping with applicable labor law prior to the

next step of the grievance procedure.

Section 11

The steps of the grievance procedure shall be:

Informal Process

The parties agree to use their best efforts to encourage informal and prompt resolution of grievances. The grievant is required to raise the issue with the supervisor with responsibility and/or oversight for the grievant's area of work as soon as possible after the event giving rise to the grievance, but no later than five (5) working days after the occurrence. The supervisor will provide an answer within five (5) working days of learning of the issue. If the unit member is not satisfied with the answer provided by the administrator, the grievant may initiate formal grievance proceedings.

Step One

Grievances shall be filed with Staff Relations and Recruitment for review by the department head or designee no later than five (5) working days from receipt of the Informal Step answer. The grievance must be written on a grievance form identifying the specific Article(s) alleged to have been violated, the remedy sought by the grievance, the identity of the principal parties and witnesses involved, the date of the occurrence, and a short description of the occurrence.

The department head or designee may schedule and hear the grievance within five (5) working days from receipt of the Step One appeal. A written response, including the basis for the decision, may be given by management to the grievant and Union representative within ten (10) working days from the date of the receipt of the written grievance.

Step Two

In the event that the grievance remains unresolved to the satisfaction of the union, the President of the Local Union, or his/her designee, may appeal it to Step Two by filing a written appeal including a statement of rationale, with the Director of Staff Relations and Recruitment no later than five (5) working days from receipt of the Step One answer.

A representative of the Director of Staff Relations and Recruitment shall schedule a hearing within ten (10) working days of receipt of the appeal and shall respond in writing within

ten (10) working days thereafter. Such response shall include a decision granting or denying the grievance and the basis for the decision.

Step Three

If the grievance remains unresolved to the satisfaction of the Union Regional Vice President, the Union may, in its sole discretion, forward the grievance to the International Union President and request arbitration of the matter by submitting the demand in writing to the American Arbitration Association within thirty (30) calendar days of the issuance of the Step Two response. A copy of the demand shall be sent to the Director of Staff Relations and Recruitment at that same time. The selection of an arbitrator and arbitration proceedings shall be conducted under the then current Labor Arbitration Rules of the American Arbitration Association.

Section 12

A request for a list of arbitrators will be made to the American Arbitration Association (AAA). A copy of the request or demand will simultaneously be served upon the University. The parties will then be bound by the rules and procedures of the AAA in the selection of the arbitrator.

Section 13

The selected arbitrator will hear the matter promptly and will issue a decision. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues.

Section 14

The arbitrator shall have no power or authority to make any decision which requires commission of an unlawful act, or which violates or falls beyond the scope of the terms of the labor Agreement. The arbitrator shall have no power to alter, modify, add or subtract from the provisions of the labor Agreement. The Arbitrator shall have no power to issue an award that is retroactive prior to the date the grievance was first raised formally at Step 1. The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying, or restricting any action taken by the University with respect to the University's exercise of management rights under the Management Rights Article of this Agreement. The decision of the arbitrator shall be final and binding upon all parties.

Section 15

The costs for the services of the arbitrator, including expenses, if any, and the administrative fees charged by AAA, will be borne by the party that does not prevail in the arbitration. In the event of a split award, the costs shall be borne equally by the parties.

Section 16

Grievance Mediation

Upon mutual Agreement, the University and the Union may request a Federal Mediator from the Federal Mediation and Conciliation Service for the purpose of grievance mediation. This process may be implemented with mutual Agreement prior to filing for Arbitration, or in the time frame between the filing for Arbitration and the Arbitration proceedings. In the event Grievance Mediation is chosen prior to filing for Arbitration, the time limits for filing for Arbitration will be extended to accommodate the Grievance Mediation process. The decision/ recommendations of the Federal Mediator shall not be binding on either party and may not be introduced in any subsequent arbitration proceedings.

**ARTICLE 7
DISCIPLINE AND DISCHARGE**

Section 1

The University and the Union agree to a procedure of progressive discipline. The parties adhere to the principle that discipline has the objective of improving the future performance of the employee.

Section 2

The University and the Union recognize the sensitive nature of the disciplinary process and to that end, will strive whenever possible, to handle all disciplinary matters in a private setting with relevant personnel only.

Section 3

Employee counseling and attempts to resolve matters of discipline informally, including coaching, verbal counseling, letters of counsel and/or referral to the Faculty and Staff Assistance Program (FSAP) do not constitute discipline, nor do they constitute a part of the disciplinary procedure.

Section 4

Employees may be disciplined or discharged only for just cause whenever circumstances allow.

Section 5

Disciplinary penalties may include a verbal warning, written reprimand, suspension, discharge, other corrective action or any combination thereof and shall correspond to the severity of the matter.

Section 6

Situations involving major infractions or offenses shall be exempted from progressive discipline and may subject an employee to discipline, including discharge, regardless of the employee's prior record.

Section 7

All written warnings regarding discipline shall be provided to the employee and shall include the reasons for the discipline. The employee will be provided the opportunity to sign the statement to acknowledge receipt of the document. If the employee is unable or unwilling to sign the statement, a union representative for that department shall sign on behalf of the employee.

**ARTICLE 8
SENIORITY**

Section 1

All employees in the bargaining unit as of the effective date of this Agreement shall have bargaining unit seniority as recorded as of their date of hire into a bargaining unit position in the Department of Public Safety at Syracuse University.

Section 2

Employees hired into the bargaining unit after the effective date of this Agreement shall have bargaining unit seniority starting with their date of hire into a bargaining unit position in the Department of Public Safety at Syracuse University

Section 3

Bargaining unit employees shall be considered probationary employees from the date of hire or transfer into a position in the Department of Public Safety at Syracuse University through the successful completion of academies and field training or the following time frames, whichever comes later:

Peace Officers – Sixteen (16) calendar months after date of hire

Communications Specialists – Six (6) calendar months after date of hire

Community Service Officers – Six (6) calendar months after date of hire

Section 4

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

Section 5

Current Bargaining Unit employees who transfer into different positions in the Bargaining Unit will retain their seniority.

Section 6

Employees who transfer out of the bargaining unit to accept other employment at the University shall lose their seniority.

Section 7

Employees who are promoted to supervisory positions within the department will have their seniority frozen as of the date of transfer for one hundred eighty (180) days. If the employee, at the University's discretion, is provided the opportunity to return to a position within the bargaining unit within the one hundred eighty (180) day time period, without a break in University service, the employee's frozen seniority shall be restored, but the service time outside the bargaining unit shall not be counted. If the employee, at the University's discretion, is provided the opportunity to return to a position within the bargaining unit after the one hundred eighty (180) day time period expires, seniority will start over.

Section 8

Employees hired on the same date shall rank for seniority according to the last four digits of their social security number with the employee having the highest number being given the highest seniority rank.

Section 9

In addition to other factors, seniority for employees shall be considered in decisions regarding time off, schedules, leaves, vacations and scheduled days off. The University will make a reasonable effort to minimize changes to rest days but reserves the right to make changes based on the operational needs of the department.

Section 10

Vacancies within the Bargaining Unit shall be filled by the applicant most qualified to perform the work. If all relevant factors, such as skill, ability to perform the work, and qualifications are equal, then the internal applicant with the most bargaining unit seniority shall be awarded the position.

Section 11

Changing Scheduled Days Off

- Open scheduled days off are created when a bargaining unit employee in a specific job title is moved off a shift or leaves a shift and department management determines that the open scheduled days off will be filled. Open scheduled days off are also created when a new bargaining unit position is created on a shift and when department management determines scheduled days off need to be changed to meet departmental needs.
- The shift supervisor will assess the open scheduled days off vacated by the employee that was moved off or left the shift or the new open scheduled days off that were created by adding a new open position and determine if the opening needs to be filled.
- Should a shift opening become available, the position including scheduled rest days that are assigned with that opening will be offered to the entire bargaining unit with the same job title. The employee responding to the shift opening with the most bargaining unit seniority in the same job title with the requisite skill ability and qualifications to meet department requirements to balance the experience level on the shift will be awarded the open position and its rest days.
- Employees in the same job title currently assigned to the shift on which the opening occurs may apply for those rest days at the time of the posting. If the employee in the same job title with the most bargaining unit seniority who responded to the shift opening is already on the shift, that employee will be awarded the rest days for the posted shift and the open position and rest days vacated will be re-posted.
- This process is not required for temporary changes to scheduled days off.
- Management discretion regarding the application of the requisite skill, ability and qualifications to meet departmental requirements to balance the experience level on a shift can be used to select either a more experienced, or less experienced person.

Section 12

Filling Open Positions on a Shift

- An open position is created when a new position on a shift is established, or when a position on a shift is vacated by a bargaining unit employee, and department management determines that the open shift will be filled.
- Patrol Command Staff will announce to department staff via e-mail to the DPS distribution list and will read an announcement at roll call.
- Bargaining unit employees with the same job title who are interested in moving to the open shift will notify the Patrol Command Staff via e-mail that they are interested in the open shift.
- Patrol Command Staff will review the seniority of the interested employees in the same job title who stated an interest and will place the most senior employee in the same job title who stated an interest provided the employee has the requisite skill, ability and qualifications to meet department requirements to balance the experience level on the shift and who do not have active or pending performance, or attendance issues.
- If the senior employee in the same job title who stated an interest declines the opportunity, the opportunity will be offered to the next most senior employee with the requisite skill ability and qualifications to meet department requirements to balance the experience level on the shift and who do not have active or pending performance, or attendance issues until the open position is filled.
- Management discretion regarding the application of the requisite skill, ability and qualifications to meet departmental requirements to balance the experience level on a shift can be used to select either a more experienced, or less experienced person.

Section 13

Adjusting the Workforce

- In the event the Department decides that the number of employees assigned to a particular shift and in a specific position needs to be reduced, the Department will first seek a volunteer(s) to move off the shift. If no one volunteers to move, those with the least bargaining unit seniority in the position(s) to be reduced will be removed and placed on the shift requiring additional staff.

Section 14

The seniority of an employee shall be broken and continuity of service shall be considered broken whenever one of the following conditions occurs:

- a. The employee is discharged for cause.
- b. The employee is absent from work for three (3) consecutive days without directly notifying the immediate supervisor or the person to whom the immediate supervisor reports and provided the failure to notify is not due to circumstances beyond the control of the employee.
- c. The employee voluntarily leaves the employment of the University.
- d. The employee is on layoff status for a period of twelve (12) consecutive months or fails to return from layoff in accordance with Article 9.
- e. The employee retires
- f. Failure to return to work from an approved leave of absence
- g. The employee is terminated for failure to successfully complete any training program required under law.
- h. The employee is terminated for failure to maintain any license or qualification required for the position in which the employee is employed.
- i. The employee fails to return to employment at Syracuse University following the expiration of Short-Term Disability Leave.
- j. Failure to perform active University service for twenty four (24) consecutive calendar months.

ARTICLE 9 LAYOFF AND RECALL

Section 1

The University shall have sole discretion to determine the need for, type, number and location of positions to be eliminated.

Section 2

In the event the University finds it necessary to lay off employees in the Department of Public Safety, the University will decide who will be affected based on its sole judgment on the skill, ability to perform and qualifications of the affected employees and may consider the affirmative action obligations under existing Affirmative Action Plans and seniority of affected employees by a layoff.

Section 3

In instances where the skill, ability to perform and qualifications of the affected employees and the affirmative action obligations are not bearing on the layoff decision the least senior employee within the department and position affected by the layoff shall be laid off first.

Section 4

If there are employees with less seniority in a bargaining unit position in the department previously held by the employee to be laid off, and the employee to be laid off has the requisite skills, qualifications and ability to perform the work, the employee to be laid off may displace the least senior employee in the previously held position.

Section 5

A displacing employee shall be paid at the corresponding wage range of that position. The displaced employee shall have all of the rights contained in this Article, unless the displaced employee is in a probationary status.

Section 6

In the event of a layoff, the University will make a reasonable effort to provide as much notice as possible to affected employees and will provide no less than two (2) weeks notice.

Section 7

Laid off employees shall be entitled to continue those benefits that are granted to other non-represented University non-exempt employees under University policy.

Section 8

Employees on layoff status may receive assistance upon request from the Office of Human Resources regarding awareness of and the appropriate process for applying to open positions on campus. It is understood that such assistance does not guarantee placement.

Section 9

When bargaining unit positions within the affected department become available, employees shall be recalled in inverse order of layoff when the employee is has the requisite skill, ability to perform and qualifications to perform the work. Notice of recall shall be sent to the employee at his last known home address by certified mail. The Union shall be notified at the same time.

Section 10

When an employee returns from layoff to the same bargaining unit position, the employee shall be paid at his/her rate of pay upon layoff plus any increments that would have been paid had the employee never been laid off. If the employee returns to a lower paying position his/her rate of pay will be the corresponding rate of pay for the position, no greater than those employees currently holding the position.

Section 11

It is incumbent on employees to notify the department of any changes in address or short term availability while on layoff. If the employee fails to report for work within three (3) days from receipt of the recall notice, the employee's seniority shall be broken. The University will exercise its sole discretion in considering any extenuating circumstances preventing employees from returning from layoff in the prescribed three (3) day period for recall.

Section 12

Recall rights shall expire one (1) year following the effective date of layoff.

**ARTICLE 10
LABOR/MANAGEMENT COMMITTEE**

Section 1

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

Section 2

Standing Union committee members will include the Union President and up to three (3) bargaining unit members appointed by the Union President. Standing University committee members will include the Director of Staff Relations and Recruitment and/or designee and the designated representative from the Department of Public Safety. The term of appointed committee members should be no less than 1 year to ensure continuity and consistency.

Ad hoc participants may be added to the standing committee as needed by mutual consent of the University and Union.

**ARTICLE 11
PRODUCTIVITY**

Section 1

The Union and the University recognize and agree that high standards of workmanship, efficiency, work quality and productivity are in the mutual best interests of both the University and the Union. To this end, the Union and University shall cooperate to promote improvement and sustain high levels of work quality and productivity.

**ARTICLE 12
WORK FORCE CHANGES**

Section 1

All employees shall be given at least seven (7) calendar days notice of pending long-term or seasonal changes to shifts, scheduled days off, transfers and/or reassignments unless such changes are temporary; in the event of uncontrollable or unforeseen emergency reasons for the change; or the changes were mutually agreed upon in advance.

**ARTICLE 13
HUMAN RESOURCE RECORDS**

Section 1

Office of Human Resources shall collect and maintain the official human resource file on each employee. Human resource files are University property and shall be used for University-related activities. Employee human resource files will be maintained in a secure manner and not be provided to anyone without a valid reason.

Section 2

Employees may arrange to examine materials in their official human resources file, exclusive of confidential documents, by appointment and under supervision of the Office of Human Resources. Employees may respond to any document that is included in their human resource file.

Section 3

Employees may request a copy of documents contained within their department file upon payment of a reasonable per copy fee. Such requests will not be unreasonably denied.

**ARTICLE 14
NON-DISCRIMINATION**

Section 1

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

**ARTICLE 15
HEALTH AND SAFETY**

Section 1

The University shall continue to comply with all applicable federal, state, and local occupational health and safety laws for the protection of the health and safety of its employees including but not limited to the provision of mandated or University required health and safety related training. Employees shall comply with these laws and workplace safety rules established by the University.

**ARTICLE 16
HOURS OF WORK, OVERTIME AND PREMIUM PAY**

Section 1

The University reserves the right to determine and/or amend daily hours of work, weekly work schedules or standard work week and pay day in conformance with all sections of this Agreement.

Section 2

The University reserves the right to require employees to work overtime or report on their scheduled hours or days off in conformance with all seniority rules established in this Agreement.

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. The University reserves the right to determine and/or amend the daily

hours of work, weekly work schedules or the standard work week and pay day and reserves the right to require employees to work overtime and/or report to work on their scheduled hours or days off, if necessary.

2. The normal workweek is 40 hours per week, scheduled consistent with the needs of the University. Since the Department of Public Safety operates normally on a seven (7) day schedule the daily and weekly work schedules may be changed from time to time to meet varying conditions.
3. 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.
4. 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.
5. 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.
6. Employees shall, if eligible in accordance with Section 4 above, be paid double their regular rate of pay for all work performed on their second scheduled day off.
7. Employees working shall, if eligible in accordance with Section 4 above, be paid time and one-half their regular rate of pay for all work performed on their first scheduled day off.
8. 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 3
Overtime Scheduling**

It is understood that the University may schedule overtime shifts for employees in the Department of Public Safety, at its discretion.

The University will make a reasonable effort to balance the overtime opportunities provided to employees sharing the same position in the Department of Public Safety on a yearly basis. In instances where Department management determines that voluntary overtime is available, the opportunity to work such overtime opportunities shall be rotated within job titles and shifts.

Overtime for officers assigned to special duties, including but not limited to bike patrol and field training officer, will be rotated among only those employees who are qualified and appropriately assigned.

This article does not affect overtime attached prior to or after the normal schedule. An employee may not refuse overtime when working on an assignment which must be completed for purposes of security, safety or proper documentation.

The Union recognizes that emergency overtime will occur and that the provisions of this article shall not apply. Scheduling in these cases should be done within the scope of the staffing paragraphs in Article 25.

**Section 4
Event Scheduling**

Pre-planned overtime will be scheduled at the start of the Fall and Spring semester, per the following process for recurring events. This process may also be used for events after the start of the Fall or Spring Semester for events when the Department has been provided ample notice.

Events will be prorated across the shift and a list of events will be provided to each shift supervisor. The shift supervisor will review the list of events with all employees assigned to the shift and will provide each employee with the opportunity to volunteer for one event in seniority order, starting with the most senior employee on the shift. This process will be repeated until each employee has had an opportunity to select events and all events are covered. Employees are required to sign the event list when each event is selected and/or if the employee decides not to accept any of the events offered.

In cases where all events are not filled after all employees on the shift have been provided the opportunity to select events, the supervisor may

seek volunteers to fill any unfilled events, or may schedule employees into the open events as required.

Section 5
Voluntary Overtime

Bargaining unit employees interested in working voluntary overtime will be placed on a list starting with the most senior person. This list will be maintained for the calendar year starting in January. Employees who are not interested in working voluntary overtime will be required to sign a waiver stating same at the beginning of each calendar year. This waiver does not exempt employees from scheduled overtime shifts. Newly hired bargaining unit employees will be added to the list and charged with overtime hours equal to the employee with the most overtime hours worked and refused.

At the beginning of the calendar year the supervisor will start with the most senior employee and offer the overtime opportunity. If the employee refuses the overtime he/she will be charged the hours of the overtime. If the employee works the overtime he/she will be charged the hours worked. Subsequent opportunities for voluntary overtime will be offered to the next senior bargaining unit employee on the list with the least amount of overtime.

Section 6
Emergency Call-Back

Employees required to return to work following their regularly scheduled work day but preceding their next regularly scheduled work day shall be paid a minimum of four (4) hours pay. It is understood that this excludes employees called in for hours attached at the beginning of their scheduled shift.

In instances where deadlines require that an employee is called back to complete paperwork that was not properly completed during the employees shift, the employee will be paid only for the time actually required to complete the work.

**ARTICLE 17
MEAL BREAK AND REST PERIOD**

Section 1

The University will comply with New York State Law regarding meal breaks and rest periods. It is understood that, as necessitated by departmental emergency operations, rest periods and breaks may be temporarily suspended during a shift. Rest periods shall not be cumulative.

**ARTICLE 18
WAGES**

Section 1

All employees covered by this Agreement will be paid within the ranges established in the following wage schedules.

- The University will grant all eligible employees on the payroll as of January 1, 2007 an across-the-board increase of 3%, effective July 1, 2007.
- The University will grant all eligible employees on the payroll as of January 1, 2008 an across-the-board increase equal to the to the University pro-forma for merit increases for non-exempt employees, effective January 1, 2008.
- The University will grant all eligible employees on the payroll as of January 1, 2009 an across-the-board increase equal to the to the University pro-forma for merit increases for non-exempt employees, effective January 1, 2009.
- All eligible employees will receive a \$500 signing bonus on December 20, 2006.

Wage Schedules	
Title	Minimum Rate
Communication Specialist	12.45
Community Service Officer	11.65
Public Safety Officer I	12.45
Public Safety Officer II	14.50

Section 2

The wage schedules indicate the minimum starting rate for the positions in the department for the term of the Agreement. The department has the discretion to hire new employees above the starting rate when necessary in order to attract appropriately qualified individuals and to maintain equity in the department.

Section 3

Shift Differential

Employees regularly assigned to work on the first or third shift shall receive fifty (.50) cents per hour differential in addition to their normal pay.

Section 4

Variable Pay Awards

The University reserves the right to issue variable pay awards, in accordance with University guidelines, to employees in the Department of Public Safety at its discretion in recognition of outstanding individual or team performances or accomplishments.

**ARTICLE 19
EMPLOYEE BENEFITS**

Section 1

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

Section 2

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

Section 3

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

Section 4

Benefits covered by this Article include, but are not limited to:

- AD+D Insurance
- Adoption Assistance
- Dental Insurance
- Disability Benefit Plan
- Flexible Spending Accounts
- Floating Holidays
- Holidays
- Leaves with Pay
- Leaves without Pay
- Life Insurance
- Long-term Care Insurance
- Long-term Disability Insurance
- Medical Insurance
- Military Leave
- Paid Time Off (including Jury Duty, Funeral Leave, Vacation)
- Personal Days
- Prescription Plan
- Retirement Plan
- Same-sex Domestic Partner Benefits Policy
- Tuition Benefits – Dependent and Remitted
- Winter Break Hours

Section 5

Vacation

Vacation with pay shall be granted to Department of Public Safety employees covered by this Agreement in accordance with the parity language set forth in Article 19, paragraph 1, 2 and 3, the following schedule and subject to the qualifying requirements set forth herein.

Effective at the beginning of each fiscal year, all full time and/or regular part time employees already on the payroll will immediately be eligible for paid vacation. The vacation eligibility for regular part-time employees will be pro rated. Employees hired on or after the beginning of the fiscal year will become eligible for vacation pay at the beginning of the next fiscal year.

Newly hired employees are eligible to use accrued vacation leave after twelve (12) months of continuous service at the University. However, with the supervisor's approval, employees may use accrued vacation after six (6) months. If the employee terminates prior to completing twelve (12) months of service, the amount of vacation paid will be deducted from the employee's final paycheck. Vacation shall accrue for each straight time hour paid (up to a maximum of 80 hours for employees during a biweekly period), according to the following rates.

Vacation pay will be calculated by multiplying the regular straight time hourly rate the employee would receive if the employee had worked by the number of work hours per week or day in the employee's normal schedule. It is understood that the time off provided is to be taken in increments that match the normal work schedule of the individual requesting the time.

Vacation time must be scheduled by mutual Agreement of the employee and his/her supervisor. A new allotment of vacation is awarded each July 1st and, as a general rule, must be used by the following June 30th. Unused vacation at June 30th may not be reimbursed or carried forward to the next fiscal year.

In cases where an employee was not able to use their full allotment of vacation time due solely to departmental scheduling conflicts, the University will consider the extenuating circumstances if the request is put in writing to the Associate Vice President and Chief Human Resources Officer. The decision of the Associate Vice President and Chief Human Resources Officer is final and is not subject to the grievance process.

The current vacation schedule subject to the parity language in Article 19, paragraph 1, 2 and 3 is as follows:

Annual Number of Vacation Days

Upon reaching July 1 following the date of hire - 1-4 years of service	10 days (80 hours)
5th anniversary falls	15 days (120 hours)
6th anniversary falls	15 days
7th anniversary falls	15 days
8th anniversary falls	15 days
9th anniversary falls	15 days
10th anniversary falls	15 days
11th anniversary falls	16 days (128 hours)
12th anniversary falls	17 days (136 hours)
13th anniversary falls	18 days (144 hours)
14th anniversary falls	19 days (152 hours)
15th anniversary falls	20 days (160 hours)
16th anniversary falls	21 days (168 hours)
17th anniversary falls	22 days (176 hours)
18th anniversary falls	23 days (184 hours)
19th anniversary falls	24 days (192 hours)
20th anniversary falls	25 days (200 hours)
Upon reaching the fiscal year in which the 30th anniversary falls	30 days (240 hours)

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

The vacation year shall be the fiscal year, and vacation time-off may be taken at any time during the year that is mutually agreeable to the University and the employee. 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) week's vacation shall be used in less than full day increments.

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

If an employee is on vacation when the University declares an unscheduled day off (e.g., inclement weather) the employee shall continue to use vacation time for that day and will not be given an additional day off.

Upon termination, an employee shall have a right to receive payment for all unused vacation time, provided the employee has completed at least one year of continuous service. This payment will be made in a lump sum in the pay period following the last day of employment.

All unused vacation pay will be paid in a lump sum when an employee retires.

An employee must request, in writing, permission to use vacation time. Written requests for vacation time off shall be submitted to the employee's supervisor as soon as reasonably possible prior to the time to be taken off. The employee shall receive a copy of the approval or rejection within a reasonable period of time.

Any requests for vacation leave will be granted on a first come, first served basis in keeping with Department staffing needs.

When multiple vacation requests for the same period are simultaneously received, approvals will be granted by length of seniority, with the highest seniority employee given first preference.

Once approved, the employee must take the vacation on the date(s) for which it was approved unless the parties mutually agree to the rescheduling of this vacation.

Section 6 Sick Leave

Sick Leave shall be granted to Department of Public Safety employees covered by this Agreement in accordance with the parity language set forth in Article 19, paragraph 1, 2 and 3. The University will provide paid time off to be used for absence due to personal illness or injury or the illness or injury of a spouse or any eligible dependents. Full-time employees will be credited with paid time off equivalent to forty eight (48) hours at the beginning of each fiscal year. Regular part-time employees will receive the equivalent amount of paid time off pro-rated for their part-time schedule.

Full-time employees hired on or after the beginning of the fiscal year will accrue eight (8) hours of paid time off every three months until the beginning of the following fiscal year up to a maximum of forty eight (48) hours. Regular part-time employees will accrue the equivalent amount of paid time off pro-rated for their part-time schedule until the beginning of the following fiscal year.

Eligible employees actively employed at the end of the fiscal year and who have not used all of their accrued paid time off will receive a cash bonus at the rate of one half hour for each unused hour up to a maximum of twenty four (24) hours. The cash bonus will be calculated at the hourly rate in effect as of the last full week in June.

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.

The University reserves the right to establish attendance standards. Abuse of sick leave and/or continual poor attendance may result in the employee being subject to disciplinary action including termination.

Employees returning to work after an extended illness may be required, prior to and as a condition of return to work, to have a physical examination by the University physician to establish that the employee is no longer disabled.

Section 7 Holidays

The University shall observe the holidays listed below for employees covered by this Agreement:

New Years Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

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

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

**Section 8
Holiday Pay**

Holiday pay shall be granted to Department of Public Safety employees covered by this Agreement in accordance with the parity language set forth in Article 19, paragraphs 1, 2 and 3. Benefits eligible staff employees are eligible upon employment for paid University holidays and bonus holidays as identified in the Schedule of University Holidays.

To qualify for holiday pay, eligible employees must be actively employed on the workdays preceding and following the 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.

When a holiday falls on a regularly scheduled day off, employees who are not scheduled to work on the holiday will not be paid for holidays.

**Section 9
Pay for Holiday Worked**

Employees who are required to work on a University holiday will receive pay at time and a half their normal rate for hours actually worked on that holiday plus holiday pay.

Any employee who is scheduled to work on a holiday and fails to report to work shall forfeit holiday pay and be subject to disciplinary action, unless the employee is able to substantiate a reasonable cause for absence.

Any employee scheduled to work on Christmas Day will be provided the option to work at time and a half their regular rate of pay plus holiday pay per standard practice or, work the day at time and a half their regular rate of pay and take a future day off with pay within the fiscal year.

**ARTICLE 20
UNIFORMS AND EQUIPMENT**

Section 1

The University reserves its sole discretion to make rules pertaining to employees dress, equipment, and appearance including the discretion to determine the need and the use of equipment necessary to the performance of job duties.

Section 2

The University shall normally issue required uniforms and equipment will include a full issue of all uniforms. Issued apparel and equipment shall be replaced by the University as needed at the department's discretion, and shall be of professional quality.

Section 3

No officer will be directed to operate or use known unsafe equipment.

Section 4

Issued or approved equipment or apparel that is negligently lost or negligently damaged shall be replaced at the expense of the employee and as such, may be cause for discipline.

Section 5

All department-issued apparel, equipment, and other university property shall be returned upon termination of employment. This article is not subject to the parity article.

**ARTICLE 21
LICENSING REQUIREMENTS**

Section 1

Employees in the Department of Public Safety are expected to maintain eligibility for all licenses required of the position and title held. Failure to maintain eligibility for such licenses may be grounds for reassignment or dismissal at the University's discretion. The cost of all required fees and licenses, except a driver's license, will be paid by the University. This article is not subject to the parity article.

**ARTICLE 22
SHOP STEWARDS**

Section 1

A maximum of one (1) Chief Steward and two (2) Shop Stewards shall be designated by the Union from the group they are to represent, and the Union will notify the University of the duly designated Shop Stewards and the effective date on which he/she assumed said role.

**ARTICLE 23
EMPLOYEE INJURY**

Section 1

If an employee is injured at work and receives medical treatment and receives doctor's orders not to return to work the employee will be paid in full for the balance of the shift.

Section 2

In accordance with University policy, the employee must report an injury or injuries occurring on the job to his/her immediate supervisor immediately after sustaining the injury.

Section 3

Medical attention will be as directed by the Supervisor who will also insure prompt submission of documentation for worker's compensation purpose.

**ARTICLE 24
DRUG AND ALCOHOL POLICY**

Section 1

The Parties recognize that the use of controlled substances or alcohol, which cause intoxication or impairment on-the-job poses risks to the University, the affected employee, his/her co-workers, and the campus community. An employee cannot perform his/her work adequately if he/she is under the influence of illegal drugs or alcohol, and an employee under the influence of drugs or alcohol also presents a danger to himself/herself and to others. Unlawful use of drugs and the abuse of alcohol when not on duty raise serious questions concerning the employee's competency to perform security work and is grounds for revocation of his/her firearms permit. It is the University's policy to maintain a drug-free workplace. The University and the Union agree to

the Drug and Alcohol Policy attached hereto (Appendix 1) and incorporated in this Agreement.

ARTICLE 25 GENERAL

Section 1

Each officer is responsible for having a correct home address and telephone number on file with the Employer. Unless otherwise distributed to employees in person or via campus mail, all written communication shall be deemed to be properly filed if sent to the officer's last address on file.

Section 2

Officers are required to report to work clean, well groomed, and with a neat appearance according to the Standard Operating Procedures of the Department of Public Safety.

Section 3

Reasonable access will be provided to a bulletin board will be provided for use by the Union for posting notices that are approved by the President of the Local Union or the Chief Steward of the Local Committee and the Office of Human Resources. Approval of postings will not be unreasonably withheld. Copies of all such posting will be provided to the Office of Staff Relations and are restricted to:

- (a) Notices of union recreational and social affairs;
- (b) Notices of union elections and nomination sheets for unit officer elections;
- (c) Notices of union appointments and results of union elections;
- (d) Notices of union meetings;
- (e) Notices concerning bona fide union activities such as: Cooperatives, Credit Unions, Unemployment Compensation Information;
- (f) Other notices concerning Union affairs that are not political or controversial in nature or adverse to the Employer.

Section 4

New officers shall be introduced by the Shift Supervisor to the Chief Steward and Shift Steward within the first workweek on site. Arrangements shall be made for the Local Union representative to brief

the new officers on the Union's representative status and this collective bargaining Agreement without interruption of security responsibilities.

Section 5

In the event the University conducts a search of a locker assigned to a bargaining unit employee, the employee, a union representative and/or a bargaining unit employee must be present.

Section 6

Staffing

It is understood that all sworn peace officers, including supervisors and managers, are required and will continue to carry out the responsibilities incumbent on peace officers. It is not the intent of the University to regularly use supervisors and managers in the routine duties and responsibilities normally carried out by department officers.

The University will make a reasonable effort to avoid using supervisors and managers for scheduled shifts normally covered by department officers, except in cases to cover employee absence, scheduled time off, accommodations for training, attendance at academies, staff vacancies, special events, emergencies and to effectively manage our fiscal responsibilities.

The University will make a reasonable effort to ensure an appropriate balance of supervisors and officers are scheduled for regular shifts and special events per our established practice. The University reserves the right to determine appropriate staffing and scheduling, per the Management Rights clause. In the event the Union believes the appropriate practice has not been followed, they may request a meeting to discuss the problems and identify solutions.

**ARTICLE 26
SEPARABILITY**

Section 1

It is the intention of the parties that the articles, sections, paragraphs, sentences and clauses in this Agreement are subject to applicable federal, state and local law and are severable. In the event that any provision of this Agreement is unlawful under federal, state or local law or an applicable court or administrative order or ruling, that provision shall be null and void, and the remainder of the Agreement shall continue in full force and effect. Either party may request to negotiate a legal substitute provision in the event a provision is null and void under this paragraph.

**ARTICLE 27
DURATION OF AGREEMENT**

Section 1

The Agreement shall become effective on December 9, 2006, and shall remain in full force and effect until midnight December 20, 2009 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 its desire to amend or modify the Agreement.

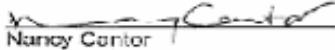
APPLICATION OF CONTRACT

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

The undersigned are fully authorized representatives of Syracuse University and Security Police and Fire Professionals of America Union, Local 532 and hereto have executed this Agreement on the date and year indicated below.

For the University

For the Union


Nancy Cantor
Chancellor


Robert Cichh
International Representative

Negotiating Committee

Negotiating Committee



Jack Matson - Spokesperson



Póras Adams



Drew Buske


Michael Rathbun


Deborah Nelson West


Shannon Day


Shelly Staffer


Robert Sheehan

Appendix 1

Drug and Alcohol Policy

I. Purpose and Policy

The Syracuse University Department of Public Safety (the "Department") values its employees, and is committed to providing them with a safe and healthy work environment. Consistent with this commitment, the Department adopts this drug and alcohol policy in order to establish and maintain a work environment that is free from the effects of drugs and alcohol. Employees who become involved in the use of drugs and abuse of alcohol are less productive and can be a hindrance to the effective functioning of their co-employees and the Department. Further, such employees present a risk to the safety and security of their fellow team members, as well as the other employees of the Department. Therefore, it is the policy of the Department not to employ individuals engaged in the current illegal use of drugs, or in the legal use of alcohol that impacts upon the Department's work environment. The following policy shall go into effect immediately.

II. Standards of Conduct

A. No employee of the Department shall use, consume, unlawfully possess, sell, or distribute alcohol, drugs, or drug paraphernalia, or be under the influence of, or impaired by alcohol or drugs on Syracuse University property (including while in Department vehicles) or while engaged in Department business, with the exception of lawful, off-duty use or possession of alcohol on University property in a manner that does not affect the employee's ability to do his/her job or adversely affect the Department. For purposes of this policy, the term "drugs" shall include, but shall not be limited to, the following substances: narcotics, controlled substances, intoxicants, inhalants, stimulants, depressants, hallucinogens, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, "look-alike drugs," "designer drugs," and drugs that are legally obtainable but that have been obtained without authorization (e.g., without a prescription) or that are used inappropriately (e.g., not in accordance with the prescription).

B. Off-duty use, consumption, possession, sale, or distribution of drugs or drug paraphernalia is prohibited. Off-duty use, consumption, possession, sale, or distribution of alcohol that adversely affects the employee's performance or adversely affects the interests or reputation of the Department is also prohibited.

C. Any employee exhibiting behavior, conduct, or personal or physical characteristics indicative of having used or consumed alcohol or drugs, or any employee who an the Department management team member has reasonable grounds to suspect has used alcohol or drugs, shall be prohibited from working, pending the results of tests conducted in accordance with Section III of this policy. A positive test result will subject the employee to discipline in accordance with Section IV of this policy.

D. No employee shall refuse to be tested for alcohol or drugs in accordance with Section III of this policy. A refusal to be tested includes a failure to produce the necessary sample for drug or alcohol testing and any other failure to cooperate with testing procedures.

E. Employees shall report to the Department all criminal alcohol-related and drug-related convictions within five days.

F. Employees using drugs prescribed under the direction of a physician shall advise a member of the management team if, as a result of taking such prescription, they have reason to believe that the performance of their duties will be adversely affected. Upon receipt of such information, the Department reserves the right to designate a physician to assist in deciding whether the employee is fit for duty.

G. The Department reserves the right to inspect and search all University property, as well as each employee's personal property on University premises, for alcohol and drugs. No employee shall refuse to submit to, or otherwise impede, any inspection or search.

III. Drug and Alcohol Testing

A. Testing Circumstances

The Department may, in its sole discretion, conduct pre-duty, post-accident, reasonable suspicion, random, and return-to-duty alcohol and drug testing. Employees will be subject to testing only while on duty or while on University property (including while in University vehicles or immediately after driving University vehicles). The results of such tests may be retained by the Department and are the property of the Department.

1. Pre-duty testing may be conducted by the Department after a conditional offer of employment has been extended and before an applicant commences his/her employment with the Department. A positive pre-duty test result, or a refusal to be tested, will

result in disqualification from employment, regardless of an applicant's participation, or willingness to participate, in a rehabilitation program.

2. Post-accident testing may be conducted when an employee has been involved in an accident on (or in) University property or while on University business.

3. An employee may be subject to reasonable suspicion drug testing whenever a Department management team member has grounds to suspect that the employee has used, or is under the influence of, drugs. An employee may be subject to reasonable suspicion alcohol testing whenever a Department management team member has grounds to suspect that the employee has used, or is under the influence of, alcohol while on (or in) University property or on University business.

4. Random testing may be conducted periodically at the discretion of the Department on dates and at times to be determined by the Department. If random testing is put into effect, the tests will be conducted randomly in ratios to be determined by the Department. All employees shall be eligible to be selected for each random test period determined by the Department. Therefore, an employee may be selected for testing multiple times during any year, provided a random selection method is used.

5. Return-to-duty testing may be conducted when an employee, who received any form of discipline short of termination for violating the Standards of Conduct set forth in this policy, is about to return to duty after completion of a prescribed substance abuse counseling program, or after serving a suspension. Return-to-duty testing may also be conducted when an employee voluntarily seeks treatment for a substance abuse problem, and is about to return to duty after obtaining such treatment. Employees subject to return-to-duty testing must agree, as a condition of their return, that they will also be subject to random discretionary drug and/or alcohol testing during a period not to exceed 24 months immediately following the date of return.

B. Drug Testing Procedures

1. When the Department determines that an employee is required to undergo a drug test, the individual will provide a urine, blood, hair, or other sample that may be used in a generally acceptable testing method at a certified collection site.

2. The sample will be subject to preliminary screening. Any positive result from the preliminary screening will be subject to confirmatory testing.

3. A positive test result for drugs, confirmed by a confirming test, is proof that an employee or applicant has violated the Standards of Conduct set forth in Section II of this policy. This proof may be rebutted by the employee if the employee can show a legitimate reason for the positive test result. An employee who tests positive for drugs will be contacted by a Medical Review Officer ("MRO"), and will be given an opportunity to demonstrate that the positive test result was caused by the use of prescribed drugs under the direction of a physician or caused by some other legitimate reason. The Department will make the final determination as to whether there is a legitimate explanation for a positive test result. An employee who neglected to notify a management team member of the possible adverse effects of prescribed drug use under the direction of a physician may be subject to discipline, even if the result of a positive drug test result is explained by prescription drug use.

C. Alcohol Testing Procedures

1. When the Department determines that an employee is required to undergo an alcohol test, the employee will provide a breath, blood, or other sample that may be used in a generally acceptable testing method to an alcohol testing technician at a site designated by the Department. The sample will be used to test the breath sample to determine the employee's blood alcohol content. A confirmed alcohol test result which reveals a blood alcohol content of .04 or greater will be deemed proof that an employee has violated the Standards of Conduct set forth in Section II of this policy. In addition, test results conducted by local, state, or federal officials, which reveal that the employee had a blood alcohol content of .04 or greater while operating a motor vehicle while on University business will be deemed proof that the employee has violated the Standards of Conduct set forth in Section II of this policy.

IV. Disciplinary Measures

A. Employees found to have violated the Standards of Conduct set forth in Section II of this policy shall be subject to discipline, up to and including discharge.

B. The Department may also require employees who violate this policy to participate in, and successfully complete, an alcohol or drug rehabilitation program. Refusal to participate in, or failure to successfully complete, an alcohol or drug rehabilitation program may itself be grounds for discipline, up to and including discharge.

C. The Department may, in its sole discretion, grant a medical leave of absence for rehabilitation to employees who seek assistance with drug or alcohol problems before these problems lead to disciplinary action. Employees who need confidential help with a drug or alcohol problem should contact the Faculty and Staff Assistance Program (FSAP) at 443-1087, Human Resources, or Department management. An employee's decision to seek professional assistance for an alcohol-related or drug-related problem will not be used as the basis for discipline, or used against the employee in any disciplinary action. On the other hand, the fact that an employee has sought treatment will not be a defense to the imposition of discipline where the facts establish that the employee has violated the Standards of Conduct set forth in Section II of this policy.

D. In addition to imposing discipline and requiring participation in a drug or alcohol rehabilitation program, the Department may refer employees who violate this policy to the appropriate authorities for prosecution.

V. Confidentiality

A. Medical records of an employee with an alcohol-related or drug-related problem will be subject to the same confidentiality standards as all other medical records.

B. Any employee who is tested will have the right, upon request, to see the results of his/her test.

VI. Notice to Employees

A. Each the Department employee will be provided with a copy of this policy and will be required to acknowledge in writing, as a condition of continued employment, his/her receipt of the policy and Agreement to abide by this policy.

B. This drug and alcohol policy supersedes any other University policy or practice on this subject. Any questions about this policy should be directed to Department management or the Office of the Director of Staff Relations and Recruitment.

ACKNOWLEDGMENT

I certify that I have received and read the Syracuse University Department of Public Safety Drug and Alcohol Policy, and that I understand its contents.

I understand that I may be subject to testing for alcohol and drugs at the Department's discretion under this policy. I also understand that violation of the Standards of Conduct specified in this policy may subject me to disciplinary action up to and including discharge.

I have been advised about the dangers of alcohol and drug abuse in the workplace, about the Department's commitment to maintaining a work environment free from the effects of drugs and alcohol, and about the penalties that may be imposed on employees for violations of this policy.

I understand that in the event of a post-accident positive test result, the test result may also be given to the University's Workers' Compensation carrier.

Employee Signature

Date

Employee Name (Printed)

Department Official Signature

Date


Department Official Name (Printed)

**Letter of Understanding
Department of Public Safety Duty Manual**

The parties agree that the following guidelines will be followed regarding access to the Department of Public Safety Duty Manual. The Department of Public Safety Duty Manual contains the standard operating procedures (SOP) for the department.

1. All bargaining unit employees will be provided access to the electronic version of the Department of Public Safety Duty Manual, located on the department "G" drive.
2. Each bargaining unit employee will be provided with updates to the Department of Public Safety Duty Manual via the DPS e-mail distribution when new or revised SOP material is developed.
3. The Department will maintain a printed copy of the Department of Public Safety Duty Manual in the Communications/Dispatch Office and in the Roll Call/Meeting Room for ready access to bargaining unit employees. The Department will update and maintain these manuals as needed.

For the Union:


Robert Cash
10/5/06

For the University:


Jack Matson
10/5/06