

**Le Moyne College and
International Union of Plant Protection Employees Local 18
Memorandum of Agreement
June 6, 2016**

Le Moyne College and International Union of Plant Protection Employees Local 18, by their representatives, agree to the following changes and additional to the terms and conditions detailed in the labor agreement between the parties:

PREAMBLE

A G R E E M E N T

between

LE MOYNE COLLEGE

Syracuse, New York

and

**INTERNATIONAL UNION OF PLANT
PROTECTION EMPLOYEES, LOCAL 18**

Syracuse, New York

July 1, 2016 - June 30, 2019

**ARTICLE XXII
UNIFORMS**

Section 1. During the term of this Agreement, if bargaining unit employees are required to wear designated uniforms as part of the job, the Employer agrees to reimburse probationary employees up to a maximum of \$510.00 per year for the term of this Agreement. Probationary

employees who have completed three months of their probationary period shall receive the first half of this uniform allowance and the second half of the allowance shall be paid by the Employer upon the employee's successful completion of the probationary period.

Section 2. For non-probationary employees who are required to wear designated uniforms as part of the job, the Employer agrees to reimburse these employees up to a maximum of ~~\$390.00~~ **\$415.00 for the term of this Agreement.**

Section 3. Le Moyne College has established a list of all uniform articles that will be covered by uniform allowance. This list provides both required and optional equipment. Please refer to **Appendix A.**

Section 4. The college will fund and provide a uniform item, either a new item or a replacement for a current item, to each member of the bargaining unit during the 2016-17 and 2017-18 Academic Years. The item will be selected by the College each year.

ARTICLE XXIII

HOURS OF WORK AND OVERTIME

Section 1. The normal workweek shall consist of any five (5) days during a seven (7) day workweek. Employees shall be compensated at one and one-half their regular hourly rate for all hours worked in excess of forty hours in any one workweek or in excess of eight hours in any one day. Any employee mandated to work overtime on their designated rest day for either "Dolphin Day", the "Halloween Dance" and/or On-campus "Commencement" will be paid at a double (2x) hourly rate.

Section 2. All regular, full-time employees shall have a set reporting time for duty. The following are the set reporting times for the shifts:

Platoon I	begins at 12:00 a.m. and concludes at 8:00 a.m.
Platoon II	begins at 8:00 a.m. and concludes at 4:00 p.m.
Platoon III	begins at 4:00 p.m. and concludes at 12:00a.m.
Platoon IV	begins at 8:00 p.m. and concludes at 4:00 a.m.

Ten minutes late constitutes one-quarter of an hour dockage. Twenty minutes late constitutes a one-half hour dockage. Thirty-five minutes late constitutes three-quarters of an hour dockage. Fifty minutes late constitutes a one-hour dockage.

ARTICLE XXVIII

WAGES

Section 1. The wage progression system includes a starting rate, a job rate for the end of satisfactorily completing the probationary period, with the Employer from the employee's anniversary date. The following wage progression scale will be effective July 1, 2016:

Starting Rate	-	\$14.63
Level I - Job Rate (Six Month)	-	\$16.91
Level II – Job Rate (15 years)	-	\$17.41

Section 2: The College will provide a base adjustment to the wage progression scale and the hourly rate of each officer equal to the base increase provided to other non-union, non-represented employees in each year of the contract. **Security Officers with 15 years or more of service will be upgraded to Security Officer Level II. The Level II Officer will be paid an**

additional 50 cents per hour at the next available payroll cycle following their 15th anniversary/hire date.

Section 5. Officer In Charge pay shall be one dollar (\$1.50) per hour added to the Security Officers' regular wage rate. The Officer In Charge will be designated by the Director of Campus Security. If no Officer is designated and the Director of Campus Security or a sergeant is not assigned and on duty for any shift, the most senior Security Officer who performs the duty of the shift supervisor shall receive the Officer in Charge pay for the shift.

Section 6. Employees who work as assigned by the Employer a majority of hours on any day on the evening (second) shift or night (third) shift shall receive a shift differential added to their regular straight time hourly rate. **This shift differential shall not will be** paid to employees assigned to other shifts who may work into these periods of time on an overtime or other basis.

The shift differential for each shift will be paid according to the following schedule:

Shift	July 1, 2016	July 1, 2017
Shift 4:00 pm - 12:00 am	.65	.70
Shift 12:00 am – 8:00 am and Shift 8:00 pm – 4:00 am	.65	.70

APPENDIX A

Required Uniform Articles/Equipment

High Visibility Polo – SS (Min. 2)
High visibility Polo – LS (Min. 2)
Dark Blue Dress Uniform Pants (Min. 1)
Dark Blue BDU Uniform Pants (Min. 2)
Winter Uniform Jacket
Summer Uniform Jacket
Reflective Traffic Vest (ANSI green)
Baseball Cap
Black Shoes or boots
Key Holder

Optional Uniform Articles/Equipment

Belt Keepers
Black Duty Belt
Navy Blue Military Sweater
Flashlight
Flashlight Holder
Handcuffs
Handcuffs Case
Rain Jacket Full (Black/ANSI Green)
Rain Coat ¾ (Black/ANSI Green)
Black Gloves
Navy Blue Turtle Neck
T-Shirts
Insulated Underwear
Navy Blue Winter Hat
Navy Blue or black Socks
Uniform Alterations (Uniform Store)

The following section contains Contract Language Changes that either: updates the language for dates and position titles; or makes the current language more precise or reflects what is administratively being practiced.

AGREEMENT

between

LE MOYNE COLLEGE

Syracuse, New York

and

**INTERNATIONAL UNION OF PLANT
PROTECTION EMPLOYEES, LOCAL 18**

Syracuse, New York

July 1, 201~~6~~³ - June 30, 201~~9~~⁶

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LABOR AGREEMENT
between
LE MOYNE COLLEGE and
INTERNATIONAL UNION OF PLANT PROTECTION EMPLOYEES, LOCAL 18

THIS AGREEMENT dated the first day of July 201~~63~~, by and between LE MOYNE COLLEGE, Syracuse, New York (hereinafter referred to as the "Employer") and INTERNATIONAL UNION OF PLANT PROTECTION EMPLOYEES, LOCAL 18 (hereinafter referred to as the "Union").

ARTICLE VIII
GRIEVANCE AND ARBITRATION

A grievance shall be any matter alleging a violation of the express terms of this Agreement.

Section 1. Should differences arise between the Employer and the Union, or individual employees, as to the meaning and application of any specific provisions of this Agreement, such differences shall be adjusted in the following manner:

Step 1. The aggrieved employee(s) must present the grievance in writing to his steward and the employee's immediate supervisor within five (5) working days after the reason for the grievance has occurred, or the employee has knowledge thereof. Every reasonable effort to adjust the grievance shall be made by the aggrieved employee, the steward and the Director of Campus Security. If a satisfactory resolution is not reached within five (5) working days after the initial conference, the grievance shall be submitted to the ~~Director~~ Assistant Vice President of Human Resources and the Union's President.

Step 2. The Union President, within ten (10) working days after receipt of the written grievance, shall meet and confer with the Director of Human Resources. The ~~Director~~

Assistant Vice President of Human Resources shall give a written reply to the grievance within five (5) working days after the conference with the Union President.

ARTICLE XII

COLLEGE VISITATION AND ADMITTANCE

A duly authorized agent or representative of the Union, after notifying the Director of Campus Security, the Director's designee (or in the event of absence, the Assistant~~Associate~~ Vice President of Human Resources), shall be given access to the premises during regular working hours for the purpose of administering the Agreement provided, however, that there shall be no interruption or disruption of the orderly operation of the Employer's business because of such visitation.

ARTICLE XV

VACATIONS

Section 1. Employees with one year or more seniority ~~as of July 1, 1998,~~ shall be eligible for vacation in accordance with the following schedule:

1 through 5 years employment	-	2 weeks
6 through 10 years employment	-	3 weeks
Over 10 years employment	-	4 weeks

Section 2. Vacation must be taken in at least one, five-day increment for accumulations of two or three weeks; and in at least two, five-day increments for four weeks accumulation.

Section 3. Requests for vacation time must be submitted in writing to the Director of Campus Security, or the Director's designee at least one (1) week prior to the desired days off, except in an emergency. Requests to use time off in increments of less than five (5) days (1 - 4 days) must be submitted at least one (1) week prior to the request but no more than sixty (60) days in advance. The Director of Campus Security, or the Director's designee will approve or disapprove

vacation requests within 96 hours of its receipt for vacation requests of less than one week and within five days of receipt for request of a week or more. ~~Requests for vacation can be approved by the Director of Campus Security or the Director's designee.~~ An untimely response to the request shall constitute approval.

Section 5. ~~If the effective date of the original employment is prior to October 1st, the individual shall be considered to have completed a full employment year on the following June 30th. If the effective date of original employment is October 1st or later, the individual must work one full year from the following July 1st to have completed a full employment year.~~ If the effective date of the original employment is between July 1st and September 30th, the individual shall be considered to have completed a full employment year on the following June 30th. If the effective date of original employment is between October 1st and June 30th, the individual's vacation time will be prorated as outlined in Article XV, Section 4 and will follow the chart below.

Prorated Vacation Chart - if Hired on Any Day During the Month of:

October	6 vacation days
November	5 vacation days
December	4 vacation days
January	3 vacation days
February	2 vacation days
March	1 vacation day
April, May or June	0 vacation days

You are eligible to take these vacation days the later of July 1st or following your six month probation period.

JURY DUTY
ARTICLE XXIV
MISSION AND PURPOSE

~~During the term of this Agreement, a Committee, appointed by the Director of Campus Security, comprised of equal numbers of bargaining unit employees and representatives of the College administration shall be established to study and develop a written description of the normal duties, purposes and expectations of the security force. Disputes, if any, arising during the course of the formation of this document shall be resolved by the Vice President for Student Development whose decision shall be final and binding.~~

ARTICLE XXVII
HOLIDAYS AND PERSONAL DAYS

Section 1. All employees covered by this Agreement shall, during its term, receive the following paid holidays:

New Years Days	Thanksgiving
Famous Americans Presidents Day	Columbus Day
Martin Luther King Day	Christmas Eve
Good Friday	Christmas Day
Easter Sunday	New Year's Eve
Independence Day	Memorial Day
Labor Day	

ARTICLE XXVIII
WAGES

Section 3. An employee is paid time and half for hours worked over forty (40) hours in a week and over eight (8) hours in a day. Vacation, holiday, ~~and~~ sick leave and personal are considered hours worked for overtime calculations.

ARTICLE XXIX
DURATION

Section 1: This Agreement shall become effective on ~~July 1, 2013~~ July 1, 2016 and shall remain in full force and effect to and including June 30, 201~~9~~6, and shall be renewed automatically from year to year thereafter unless written notice of the desire to modify or terminate this agreement is given by either party to the other party, at least sixty (60) days prior to June 30, 201~~9~~6.


This document represents the complete and final agreement on all changes and revisions to the labor agreement reached by the parties during the contract negotiation conducted between May 18th and June 1, 2016.

Le Moyne College



6/10/2016
Date

**International Union of Plant
Protection Employees Local 18**



6/10/2016
Date