

**COLLECTIVE BARGAINING
AGREEMENT**

between

LE MOYNE COLLEGE

and

LE MOYNE COLLEGE EMPLOYEES' UNION

Teamsters, Local 317

An Affiliate of the

International Brotherhood of Teamsters

PHYSICAL PLANT EMPLOYEES

July 1, 2015 - June 30, 2018

TABLE OF CONTENTS

	<u>Page</u>
	2
Preamble	2
Article I Introduction	2
Article II Recognition	2
Article III Union Security	3
Article IV Checkoff	4
Article V No Strike - No Lockout	5
Article VI Management Rights	5
Article VII Seniority	6
Article VIII Job Posting	7
Article IX Nondiscrimination	7
Article X Grievance and Arbitration	8
Article XI Disciplinary Action	9
Article XII Hours of Work and Overtime	10
Article XIII Shop Stewards	12
Article XIV Safety and Health	13
Article XV Injury on the Job	14
Article XVI Temporary Transfer	14
Article XVII Leaves of Absence	14
Article XVIII Supervisory Employees	15
Article XIX College Visitation and Admittance	15
Article XX Bonding	16
Article XXI Bulletin Boards	16
Article XXII Conformity with State and Federal Law	17
Article XXIII Wages and Work Classifications	17
Article XXIV Vacations	19
Article XXV Holidays	20
Article XXVI Sick Leave	23
Article XXVII Jury Duty	23
Article XXVIII Death in the Family	24
Article XXIX Election Day	24
Article XXX Wash-Up Time and Rest Periods	24
Article XXXI Uniforms	25
Article XXXI Retirement	25
Article XXXIII Educational Benefits	25
Article XXXIV Volunteer Firemen	25
Article XXXV Part-Time Employees	25
Article XXXVI Duration	26
APPENDIX A Wage Schedule	27

COLLECTIVE BARGAINING AGREEMENT
Between
LE MOYNE COLLEGE and TEAMSTERS LOCAL 317

THIS AGREEMENT dated this 1st day of July, 2015, by and between LE MOYNE COLLEGE, Syracuse, New York (hereinafter referred to as the "College") and TEAMSTERS LOCAL 317, an affiliate of the International Brotherhood of Teamsters (hereinafter referred to as the "Union").

ARTICLE I
INTRODUCTION

Section 1: It is agreed that this Agreement constitutes the entire agreement between the parties with respect to the wages, hours, and working conditions for Unit employees. The Agreement shall not be amended or modified except by a writing executed by the parties hereto.

ARTICLE II
RECOGNITION

Section 1: The College agrees to recognize the Union as the sole and exclusive representative for the purpose of collective bargaining regarding rates of pay, wages, hours of work, and other terms and conditions of employment with respect to all physical plant personnel as described in NLRB 4279 CERTIFICATION OF REPRESENTATION, who are employed by the College at its Syracuse, New York location, excluding all office clerical employees, professional employees, all working foremen, guards and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Section 2: Students who regularly register for credit in timely pursuit of a degree and who neither intend to become, nor are regarded as, permanent employees of the Unit shall be excluded from the provisions of this Agreement, it being mutually understood that such students

employed by the Unit shall not cause impairment or discontinuance of full-time employment of any permanent employee.

Any person who regularly registers for credit in timely pursuit of a degree shall be regarded as a student during the summer when not registered, as well as during those regular semesters in which he/she is registered so long as the student remains academically qualified to register and has not withdrawn from student status. To assure compliance with compensation maximums and other requirements incident to federal programs, student employees shall be compensated consistent with the compensation schedule administered by the Financial Aid Office and shall not be hired into any position which would result in the displacement of any regular, non-student employee. A student may be regarded as a "student employee" only so long as the employment of the student is "temporary", as opposed to "permanent". Any student who is employed in a "permanent" position shall be regarded as an employee rather than as a student, regardless of the number of courses or credits for which he or she has registered.

ARTICLE III UNION SECURITY

Section 1: It is agreed that all employees covered by this Agreement shall, as a condition of employment, become members of the Union on or after the thirty-first (31st) day following their employment or after signing of this Agreement, whichever is later.

Section 2: The College agrees, upon written demand by the Union, to dismiss all employees who, on or after the thirty-first day after their employment or the signing of this Agreement, whichever is later, have failed to maintain membership in good standing in the Union during the term of this Agreement.

Section 3: Upon receipt by the College from the Union of written notice of the failure of a new employee to become a member of the Union in accordance with the provision of the preceding paragraph, or the failure of an employee to maintain membership in good standing (as hereinbefore defined) in the Union, the employer shall discharge such employee provided membership was made available to such employee upon the same terms and conditions as to the other employees in the Unit.

ARTICLE IV CHECKOFF

Section 1: The College agrees to deduct from the pay of all employees covered by this Agreement the initiation fees, dues, and assessment of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made.

Section 2: Where laws require written authorization by the employee, the same is to be furnished in the form required. The Local Union shall certify to the College in writing each month an itemized statement of dues owed and to be deducted for each month from pay of such member. The College shall deduct such amount as billed and remit to the Local Union in one lump sum. The College shall add to such itemized list the name(s) of all regular new employees hired since the last list was submitted, and delete the names of employees who are no longer employed. Checkoff billings (itemized lists) showing the amount to be deducted for each employee shall be submitted by the Union to the College on a monthly basis and the College shall then deduct and remit dues as billed on a monthly basis, within 30 days from the date such deduction is made.

Section 3: The College will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

Section 4: The Union shall indemnify and save the College harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of, or by reason of, action taken by the College in making payroll deductions of Union dues as hereinabove described.

ARTICLE V NO STRIKE - NO LOCKOUT

Section 1: During the term of this Agreement, neither the Union nor its officers, agents, or any employee or group of employees shall engage in, nor in any way encourage or sanction any strike or other action which interrupts or interferes with any work or programs at the College, or attempt to prevent the access of any person to the College. During the term of this Agreement, the College shall not engage in any lockout at the College. Violation of this Article shall be cause for discharge.

ARTICLE VI MANAGEMENT RIGHTS

Section 1: Except as specifically limited by a specific provision of this Agreement, nothing herein contained shall be construed to limit the College's role and exclusive right to take any action it deems appropriate in the management of the College and direction of the work force and all employees. All inherent traditional and common law management functions and rights which the College has not clearly and expressly modified or restricted by a specific provision of this Agreement are retained by the College.

**ARTICLE VII
SENIORITY**

Section 1: Seniority is hereby defined as the length of continuous service with the College. Seniority rights of regular, full-time employees shall begin as of the date of their last date of hire with the College but shall not be effective until after they have worked a probationary period of forty-five (45) working days within a ninety (90) work day period, during which period they may be terminated without further recourse provided, however, that said termination shall not be for the purpose of circumventing the terms of this Agreement.

Section 2: Seniority shall be the determining factor in all matters related to layoff, recall, transfer, promotion, job posting and bidding, provided qualifications and ability are equal; however, for the purposes of layoff and recall, seniority shall be the determining factor within the classification affected.

Section 3: An employee shall lose all seniority rights and continuous service shall, therefore, be broken, if:

- (a) he/she voluntarily quits the service of the College, or
- (b) he/she is discharged for cause, or
- (c) he/she has been unemployed by the College for a continuous period of twelve (12) months, or
- (d) there is failure to report or to communicate with the College within three (3) working days after receipt of a certified letter to the employee's last address of record, offering him/her reinstatement, unless he/she gives a satisfactory reason for the failure to report or communicate, or

- (e) fails, without giving a valid excuse, to report for work within three (3) days following expiration of a leave of absence, or
- (f) there is failure to report to work or notify the College of the reason for his/her absence, within three (3) working days from the beginning of such absence.
- (g) however, there shall be no loss of seniority for a period of absence (service break) continuous of up to 3 years due to a work related injury.

ARTICLE VIII JOB POSTING

Section 1: In order to provide job opportunities to employees in the Bargaining Unit, vacancies that the College determines should be filled, will be posted for three (3) working days, exclusive of Saturdays, Sundays and holidays. Should there be no qualified bidders, the College shall not be precluded from hiring a new employee. Any dispute as to the posting procedure or award made thereunder shall be subject to the grievance procedure.

ARTICLE IX NONDISCRIMINATION

Section 1: It is, and shall be, the continuing policy of the College and the Union that the provisions of this Agreement shall be applied equally to all employees without regard to race, color, sex, age, religious creed, national origin, marital status, handicapped status, or union activity.

**ARTICLE X
GRIEVANCE AND ARBITRATION**

Section 1: A grievance shall be any matter alleging violation of the express terms of this Agreement. Should differences arise between the College and the Union, or individual employees, as to the meaning and application of any specific provision 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/her Shop Steward and the employee's immediate Supervisor within five (5) 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 Facilities Management and Planning. If a satisfactory resolution is not reached within five (5) working days after the initial conference, the grievance shall be submitted to the Director of Human Resources and the Union's Business Representative.

Step 2: The Union Business Representative, within ten (10) working days after receipt of the written grievance, shall take the matter up with the Associate Vice President of Human Resources which has the authority to act with regard to such grievance. The Associate Vice President of Human Resources shall give a written reply to the grievance within five (5) working days after the conference with the Union Business Representative.

Step 3: If no satisfactory settlement can be reached by means of the above described procedure, either party may, within ten (10) days after the receipt of the step 2 answer, submit the dispute to the Federal Mediation and Conciliation Service for the submission to a panel of arbitrators and Final and Binding Arbitration in accordance with its rules. There shall be no consolidation of grievances under one Demand for Arbitration without the express agreement of both parties.

Section 2: The decision of the Arbitrator selected by the parties shall be final and binding, but the Arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement. Any expense of the Arbitrator shall be shared equally by the College and the Union, but each party shall bear its own legal expenses.

Section 3: The Shop Steward shall be permitted a reasonable amount of time to investigate and process grievances without loss of pay during regular working hours, but only after notification to his/her Supervisor. Employees may have the Shop Steward, or the Union Business Representative, present during the discussion of any grievance with College representatives, if the employee so desires. The Union acknowledges that the primary responsibility of the Shop Steward is the performance of his/her regular duties and the Union agrees that the Steward shall not unnecessarily absent himself/herself from such duties in connection with the processing of grievances.

Section 4: All time limitations set forth herein shall be exclusive of Saturdays, Sundays and holidays and can be mutually extended by the parties. A grievance not appealed to the next higher step within the time limitation set forth herein shall be deemed to have been settled in accordance with the College's determination and no appeal therefrom shall be taken.

Section 5: Nothing herein shall be deemed to exclude the Union, through its representative, from filing a "class action" type grievance on behalf of the employees in the Bargaining Unit.

ARTICLE XI DISCIPLINARY ACTION

Section 1: The College shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of any infraction against such to the employee, in writing, and a copy of same to the Union and Steward

affected, except that no warning notice need be given to any employee before he/she is summarily discharged, if the cause of such discharge is:

- (a) theft, or
- (b) being under the influence of alcoholic beverages while on duty, or
- (c) the taking of or being under the influence of narcotics (as described in the Pure Food and Drug Act, including barbiturates and amphetamines) during working hours or on College business or property, or possessing of or selling of narcotics in College equipment or on College premises or on College time, or
- (d) unprovoked physical abuse or bodily harm to a Supervisor or other employee, or
- (e) negligence resulting in a serious accident while on duty, or
- (f) punching a time card other than an Employee's own, or
- (g) violation of the no-strike clause.

Disciplinary action which is taken by the College must occur within ten (10) days after the offense, or when the College first gained knowledge thereof, or otherwise will be deemed to have been waived, unless the time to act has been extended by mutual agreement of the parties. In the event of arbitration, if the College proves a course of conduct described in subparagraphs (a) - (g) above, the College's penalty shall not be overruled by the Arbitrator.

Section 2: Warning letters placed in employees' files for minor infractions will be removed, or otherwise deemed ineffective, after nine months.

ARTICLE XII HOURS OF WORK AND OVERTIME

Section 1: The normal work week shall consist of five (5) consecutive eight (8) hours days.

Employees shall be compensated at one and one-half their regular hourly rate for all hours

worked in excess of forty (40) hours in any one work week or in excess of eight (8) hours in any one work day.

Section 2: All regular, full-time employees shall have a set reporting time for duty. In the event of any change in starting time, the employee(s) affected shall be given seventy-two (72) hours notice, except in the event of an emergency when the College may give twenty-four (24) hours advance notice. A copy of said notice shall be provided to the Union Business Agent. Any alleged abuse of starting times shall be subject to the grievance procedure.

Section 3: Regular full-time employees who report at regularly scheduled times shall be guaranteed eight (8) hours work or eight (8) hours pay unless notified not to report prior to actually reporting to work. This guarantee does not apply to call-in or overtime situations. Employees who are called in for emergency call-ins shall be entitled to four (4) hours call-in pay at the regular straight time hourly rate, plus overtime, if applicable. Emergency call-in is defined as any unplanned, unscheduled work hours. Sick time will be considered time worked for emergency call-in work under this section.

Section 4: Available overtime shall be assigned upon the basis of seniority to employees in the job classification in which the work is required and who are qualified to perform said work. In the event that senior employees decline the overtime assignment, the junior employee(s) in the job classification in which the work is required shall work the overtime.

Section 5: The Union recognizes that overtime work is necessary to the efficient operation of the College and the College agrees that it shall not be arbitrary or unreasonable with regard to an employee's request to be excused from an overtime assignment. Any employee shall be expected to work reasonable overtime if given twenty-four (24) hours advance notice. If an employee provides reasonable written justification, the employee may be excused by his or her Supervisor.

Section 6: It is the intention of the parties that overtime shall not be pyramided, and that premium pay shall not be paid twice for the same hours worked.

ARTICLE XIII SHOP STEWARDS

Section 1: The College recognizes the right of the Union to designate a Shop Steward and an alternate. The authority of the Shop Steward and alternate so designated by the Union shall be limited to and shall include the following duties and activities:

- (a) the investigation and presentation of grievances in accordance with provisions of the Collective Bargaining Agreement;
- (b) the collection of dues when authorized by appropriate local Union action;
- (c) the transmission of such messages and information which shall originate with, and are authorized by, the local Union or its officers, provided such messages and information:
 - (1) have been reduced to writing, or
 - (2) if not reduced to writing, are of a routine nature, and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the College's business.

Section 2: The Shop Steward and alternate have no authority to take strike action or any other action interrupting the College's business, except as authorized by official action of the Union.

The College recognizes these limitations upon the authority of the Shop Steward and alternate and shall not hold the Union liable for any unauthorized acts. The College, in so recognizing such limitations, shall have the authority to impose proper discipline, including

discharge, in the event the Shop Steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

Section 3: In cases of layoff or recall (but not promotions) and only for the purpose of providing representation, the Shop Steward shall have super seniority, and shall not be subject to layoff or bumping which may occur as a result of a reduction in force providing he/she has the ability and qualifications to do the available work.

ARTICLE XIV SAFETY AND HEALTH

Section 1: The College shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Protective devices, wearing apparel and other equipment which the College determines to be necessary to properly protect employees from injury shall be provided by the College in accordance with the practices now prevailing.

Section 2: Complaints regarding safety conditions shall receive careful consideration by the College and reasonable efforts will be made to remedy unsafe or unhealthy working conditions.

Section 3: The Union agrees to cooperate with the College in its efforts to eliminate personal injury accidents and property damage, to protect the health of employees, to improve working conditions and to remedy unsafe or unhealthy conditions.

Section 4: Any employee involved in any accident shall immediately report said accident and any physical injury sustained or property damage. When required by the College, the employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the College and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision shall subject such employee to disciplinary action

by the College.

ARTICLE XV INJURY ON THE JOB

Section 1: Any employee who is injured on the job, and is required to leave the premises because of such injury, shall be paid at his/her regular hourly rate for the balance of his/her shift. In the event that an employee is required to report, or appear at a NYS Worker's Compensation Board hearing, during his/her regularly scheduled working hours, and because of an industrial accident or illness, sustained or incurred during his/her employment with the College, such employee shall be compensated for all time lost during his/her regular working hours because of such attendance. Said compensation shall be at the employee's regular hourly rate. Employees who are on vacation, leave of absence, layoff, sick leave, or not working for any other reason, shall not be eligible for any payment under this Article.

ARTICLE XVI TEMPORARY TRANSFER

Section 1: When an employee is temporarily assigned by the College to another job classification, there shall be no reduction in pay because of such transfer.

ARTICLE XVII LEAVES OF ABSENCE

Section 1: It will be the policy of the College to grant leaves of absences not to exceed six (6) months for reasonable cause to permanent employees, without pay, provided that conditions of work at the time permit. Said six (6) month period can be extended only by the mutual agreement of the College and the Union.

Section 2: Unpaid leave of absences shall be available to regular full-time employees only. To be eligible, an employee must have completed at least one (1) full year of continuous service.

Section 3: Request for such leave shall be made by the employee in writing to the Director of Facilities Management and Planning. During approved leaves of absence, seniority will accumulate. If the employee overstays leave, accepts other employment or engages in business in a similar or competing industry or classification of the College, or if he/she resigns during his/her leave of absence, his/her employment shall be terminated.

Section 4: The Union, through its Business Agent, Steward or other designee, will be notified of approved requests for leaves of absence.

Section 5: An eligible person who is a member in good standing of the group health insurance plan may continue his or her coverage while on approved leave of absence by paying in advance the total premium for a period of not less than one (1) month.

ARTICLE XVIII SUPERVISORY EMPLOYEES

Section 1: Supervisory employees shall not be permitted to perform work covered by this Agreement, except for purposes of training, emergencies, e.g., snow, energy, etc., or when all full-time employees are on the payroll.

ARTICLE XIX COLLEGE VISITATION AND ADMITTANCE

Section 1: A duly authorized agent or representative of the Union, after notifying the Director of Facilities Management and Planning (or in his/her absence, his/her designee), 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 College's business because of such visitation.

**ARTICLE XX
BONDING**

Section 1: Should the College require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the College. The primary obligation to procure the bonds shall be on the College. If the College cannot arrange for a bond, by a surety company authorized to do business in the State of New York, within ninety (90) days, he/she must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his/her own bonding requirements with a surety company authorized to do business in the State of New York, standard premiums only on said bonds to be paid by the College. A standard premium shall be that premium paid by the College for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee. Cancellation of a bond after once issued shall not be cause for discharge unless the bond is canceled for cause which involves moral turpitude, or involves a cause which occurs during working hours, or due to the employee having given a fraudulent statement in obtaining said bond.

**ARTICLE XXI
BULLETIN BOARDS**

Section 1: The College will grant the Union the use of a bulletin board for the purpose of posting notices of elections of officers and other non-controversial information for the benefit of its membership when officially signed by an authorized representative of the Union.

ARTICLE XXII
CONFORMITY WITH STATE AND FEDERAL LAW

Section 1: Nothing in this Agreement shall require either party to act in violation of any Federal or State Law or Regulation. In the event that any of the provisions of this Agreement shall be held in violation of any Federal or State Law or Regulation, such determination shall not, in any way, affect the remaining provisions of this Agreement.

ARTICLE XXIII
WAGES AND WORK CLASSIFICATIONS

Section 1: Employees shall be classified by the College and shall be paid at the rates designated in the wage scale that is attached to this Agreement as Appendix A.

Section 2: Red circled wage rates shall be considered personal to the employees holding them. It is understood that these rates are off the wage scale and upon termination of any employee holding such a red circled wage rate, that rate shall be eliminated and shall not be paid to the employee's replacement.

Section 3: Progression of employees from the lowest wage rate in a job classification to the highest wage rate shall be on a promotional basis. The College shall establish a schedule for evaluating all employees in the bargaining unit, at least by November 1st of each year, for promotional consideration. If the College determines that an employee should be moved to the next highest wage rate within the job classification as the result of its evaluation, the employee and Union shall be notified of the promotion and its effective date. As a result of three consecutive warnings, the College may also determine that employees who have been promoted to higher wage rates may be demoted to a lower wage rate. Employees holding "red circled" wage rates may not be demoted from those rates.

Section 4: The promotion or demotion of employees within the wage scales specified for the various job classifications in Appendix A is understood to be at the discretion of the College.

For this reason, such promotions or demotions shall not be subject to the grievance procedure set forth in Article X of this Agreement.

Section 5: Employees holding "red circled" wage rates who are nevertheless not at the top rate for their job classification will also be eligible for promotional consideration. Once such an employee is promoted to a wage rate on the appropriate wage scale, the employee shall no longer be considered as holding a "red circled" wage rate. In this respect, the consideration of those employees holding "red circled" wage rates shall be no different than any other employee.

Section 6: The College shall have the right, in its sole and exclusive discretion, to designate a member of the unit as a leadperson. In addition to the functions of his/her regular classification, this person shall be allowed to perform the traditional and customary functions associated with such position and shall be compensated over and above his/her regular hourly rate (per classification) by the payment of an annual stipend of \$1,800.00. This stipend shall be paid in semiannual installments by the College.

Section 7: A. If an employee is directed to use his/her personal vehicle on the job, he/she shall be reimbursed at Le Moyne College's established mileage reimbursement rate for miles driven in carrying out the assignment. Should the mileage reimbursement rate used by the College for other employees be increased above the rate designated herein during the term of this Agreement, employees covered under this Agreement shall receive the increased rate.

B. Effective upon the execution of this Agreement, and upon specific prior approval by the Director of Facilities Management and Planning, employees who are called upon as a condition of employment to use their personal vehicle to store or transport tools, equipment or materials for on-campus use (instead of using a College vehicle) shall receive additional compensation of \$15.00 per day.

Section 8: Employees assigned by the College to work the second shift (start time on or after 2:00 p.m.) shall receive a shift differential of 50¢ per hour and employees assigned by the College to work the third shift (start time on or after 10:00 p.m.) shall receive a shift differential of 55¢ per hour added to their regular straight time hourly rate. This shift differential shall not be paid to employees assigned to other shifts who may work into these periods of time on an overtime or other basis.

ARTICLE XXIV VACATIONS

Section 1: Employees shall be eligible for vacation as of July 1st in accordance with the following schedule:

One - five full employment years - 2 weeks

Six - ten full employment years - 3 weeks

Over ten years of service - 4 weeks

If the effective date of the original employment is on or after July 1st, and prior to October 1st, the individual shall be considered to have completed a full employment year on the following June 30th

Section 2: During the first year of employment, an employee who has completed the probationary period will accrue pro rata vacation based on the number of months employed from date of hire to July 1st. An employee will be eligible to use accrued vacation after July 1st, when it has been earned. An employee who has earned unused vacation upon termination of employment shall also receive pro rata vacation benefits except when the termination is a discharge.

Section 3: If clerical personnel or other nonprofessional employees of Le Moyne College receive improvements in their vacation benefit during the term of this Agreement, the College agrees to make similar catch-up improvements for the employees covered by this Agreement.

ARTICLE XXV HOLIDAYS

Section 1: During the term of this Agreement, the following shall be observed as holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
*Half-day Holy Thursday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

* if approved on College Holiday Calendar

- One additional holiday (to be designated by the College)

Section 1: The following conditions shall apply for holiday pay eligibility:

- (a) An employee must work the last scheduled day prior to the holiday and first scheduled day subsequent to the holiday.
- (b) Employees on lay-off, disability, leave of absence or who are on sick leave shall not be eligible for holiday pay.

Section 2: Holidays shall count as time worked for overtime pay purposes.

Section 3: Employees covered by this Agreement and having one (1) full year of employment or more shall be permitted three personal days per year. New employees completing six months of service prior to June 30th, will be eligible for one personal day during the current contract period.

Section 4. Personal leave days: the initial leave must be a minimum of one (1) hour, thereafter may be taken in half hour (1/2) increments; such as 1 hour or 1 ½ hours; 2 hours or 2 ½ hours, etc.

Section 5. Personal leave time may used for medical/dental/vision appointments and other personal business that must be conducted during regular business hours.

Section 6. Personal time must be scheduled at least three (3) days in advance whenever possible with the approval of the Director of Facilities Management and Planning.

Section 7. Holiday Time-Off Option:

a) **Day after Christmas:** In the event paid time off, in addition to the published holiday schedule, is granted to other non-exempt, non-represented employees by the College during the Christmas break period, the College may provide the following days off, at the sole discretion of the College:

- Monday, December 28, 2015
- Monday, December 26, 2016
- Tuesday, December 26, 2017

Such time off will be granted only if the College grants the additional paid time off to all other non-exempt, non-represented employees. Further, it is understood that the following conditions will govern the administration of this discretionary time off:

- If such time is granted, employees will be compensated at their current straight time hourly rate for the additional time off.
- If an employee is required to work on a day off granted, the employee shall be compensated at their normal straight time hourly rate for all hours worked, and will be granted time off with pay at their current straight time hourly rate for the comparable hours worked at a future date.

- All time off granted as a result of being required to work on the additional holiday time off must be taken by the end of February of the following calendar year.
- This additional time off and any time off taken at a later date, will be treated as hours worked for purposes of computing overtime.

b) **New Year's Eve:** In the event paid time off, in addition to the published holiday schedule, is granted to other non-exempt, non-represented employees by the College during the Christmas break period, the College may provide the following time off, at the sole discretion of the College. Further, it is understood that the following conditions will govern the administration of this discretionary time off:

- ½ day off (afternoon) New Year's December 31st if this date falls during the work week (Monday through Friday). Management at its discretion may grant the whole work day off.
- If such time is granted, employees will be compensated at their current straight time hourly rate for the additional time off.
- If an employee is required to work on time-off granted, the employee shall be compensated at their normal straight time hourly rate for all hours worked, and will be granted time off with pay at their current straight time hourly rate for the comparable hours worked at a future date.
- All time off granted as a result of being required to work on the additional holiday time off must be taken by the end of February of the following calendar year.

- This additional time off and any time off taken at a later date, will be treated as hours worked for purposes of computing overtime.

ARTICLE XXVI SICK LEAVE

Section 1: Employees shall receive paid sick leave (at a rate equal to eight hours per day based upon regular straight time hourly rate) as follows: after the employee has worked for two (2) months, he or she shall earn one (1) day sick leave credit per month. Employees may accumulate unused sick leave to a maximum of one-hundred and twenty (120) days.

Section 2: Employees retiring from the College with fifteen or more years of service will receive reimbursement at one-half pay for each accumulated sick day.

Section 3: Sick leave is defined as absences due to illness, injury, surgery or preventive medical visits. The College may at any time require a verification of absence for sick leave.

After warning an employee, the College may withhold sick pay for any absence that is not verifiable. Warning notices for excessive use of sick leave will be removed from the employee's file upon the completion of nine (9) months worked without an unverified absence.

ARTICLE XXVII JURY DUTY

Section 1: When an employee is called for jury duty or panel duty, he/she shall so notify the College which, upon receipt of the proper documentation from the employee, shall make up the difference in pay between the jury pay received by the employee and the straight-time earnings he/she would have earned if he/she had worked.

**ARTICLE XXVIII
DEATH IN THE FAMILY**

Section 1: In the event of a death in the employee's immediate family, said employee shall be granted up to three (3) days leave with pay from the date of the death, but terminating with the date of the funeral. In the event of a death of an employee's relative, said employee shall be granted one day to attend funeral services. Said paid leave shall include only time lost from regularly scheduled work, and shall not include holidays, or periods that occur during vacation, layoff, illness or any other day which the employee is not regularly scheduled to work.

Section 2: Immediate family shall include parent, stepparent, spouse, child, stepchild, brother, sister, grandparent, mother-in-law, father-in-law.

Section 3: The employee shall give notice to the College with regard to details such as date of death, relationship, date and location of funeral, etc. The pay specified hereunder shall be based upon the employee's regular straight-time hourly rate and shall not exceed eight (8) hours per day.

**ARTICLE XXIX
ELECTION DAY**

Section 1: The College agrees to comply with State and Federal Law with respect to Election Day.

**ARTICLE XXX
WASH-UP TIME AND REST PERIODS**

Section 1: The College will provide a paid five minute wash-up period immediately prior to the scheduled lunch period and immediately prior to the scheduled quitting time on each shift. Two paid rest periods shall be provided. One fifteen-minute period shall be during the first four hours of the shift and one fifteen-minute period shall be during the second four-hour shift.

**ARTICLE XXXI
UNIFORMS**

Section 1: In the event that the College shall require the wearing of uniforms, they shall be furnished to the employee. The employee is responsible for maintaining the uniforms in a neat and clean condition. The employer shall have the responsibility of any repairs.

**ARTICLE XXXII
RETIREMENT**

Section 1: An employee may, if he or she chooses, retire at normal retirement age of sixty-five (65).

**ARTICLE XXXIII
EDUCATIONAL BENEFITS**

Section 1: Tuition benefits for dependent children of Bargaining Unit members will be granted in accordance with existing College policy.

**ARTICLE XXXIV
VOLUNTEER FIREFIGHTER**

Section 1: If an employee who is a volunteer firefighter or disaster relief service volunteer is late reporting to regularly scheduled work due to his or her response to a fire call, he or she shall not lose pay for such tardiness.

**ARTICLE XXXV
PART-TIME EMPLOYEES**

Section 1: Part-time employees covered by this Agreement shall receive pro rata holiday, vacation, and sick leave benefits.

Section 2: The College agrees to pay part-time employees at the Class 3 rate set forth in Appendix A for the job title to which the employee is assigned.

**ARTICLE XXXVI
DURATION**

Section 1: This Agreement shall become effective on July 1, 2015, and shall remain in full force and effect to and including June 30, 2018 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, 2018.

Section 2: The wage rates referred to in Article XXIII, Wages and Work Classifications, and as specified in Appendix A, shall be paid for the period July 1, 2015 through June 30, 2016. The wage rates in Appendix A shall be adjusted on July 1, 2016 and July 1, 2017 by an amount equal to the base adjustment provided to other non-exempt non-represented employees of the College for the respective Fiscal Year.

IN WITNESS WHEREOF, the parties have here unto executed this Agreement this 1st day of July, 2015.

TEAMSTER LOCAL 317, an affiliate of the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: 

Title: Business Agent

LE MOYNE COLLEGE

By: 

Title: Director of Human Resources

APPENDIX A
Wage Schedule
2.5% increase effective July 1, 2015

JOB TITLE	DESIGNATION	2015-2016
ELECTRICIAN	CLASS 1	\$23.02
	CLASS 2	\$22.20
	CLASS 3	\$21.33
HVAC MECHANIC	CLASS 1	\$23.02
	CLASS 2	\$22.20
	CLASS 3	\$21.33
CARPENTER/MASON	CLASS 1	\$23.02
	CLASS 2	\$22.20
	CLASS 3	\$21.33
PLUMBER	CLASS 1	\$23.02
	CLASS 2	\$22.20
	CLASS 3	\$21.33
LOCKSMITH	CLASS 1	\$21.89
	CLASS 2	\$19.75
	CLASS 3	\$18.55
VEHICLE MECHANIC/WAREHOUSEMAN	CLASS 1	\$21.89
	CLASS 2	\$19.75
	CLASS 3	\$18.55
GENERAL MAINTENANCE	CLASS 1	\$20.27
	CLASS 2	\$19.02
	CLASS 3	\$18.21
GROUNDSKEEPER	CLASS 1	\$20.27
	CLASS 2	\$19.02
	CLASS 3	\$18.21
PAINTERS	CLASS 1	\$20.27
	CLASS 2	\$19.02
	CLASS 3	\$18.21
MAILPERSONS	CLASS 1	\$16.50
	CLASS 2	\$15.69
	CLASS 3	\$14.87
UTILITY PERSON	CLASS 1	\$14.87
	CLASS 2	\$14.26
	CLASS 3	\$13.69
CUSTODIANS	CLASS 1	\$14.87
	CLASS 2	\$14.26
	CLASS 3	\$13.69

APPENDIX A
Wage Schedule

2.5% increase effective July 1, 2015 - Revised 8/1/2015

JOB TITLE	DESIGNATION	2015-2016
ELECTRICIAN	CLASS 1	\$23.02
	CLASS 2	\$22.20
	CLASS 3	\$21.33
HVAC MECHANIC	CLASS 1	\$23.02
	CLASS 2	\$22.20
	CLASS 3	\$21.33
CARPENTER/MASON	CLASS 1	\$23.02
	CLASS 2	\$22.20
	CLASS 3	\$21.33
PLUMBER	CLASS 1	\$23.02
	CLASS 2	\$22.20
	CLASS 3	\$21.33
LOCKSMITH	CLASS 1	\$21.89
	CLASS 2	\$19.75
	CLASS 3	\$18.55
VEHICLE MECHANIC/WAREHOUSEMAN	CLASS 1	\$21.89
	CLASS 2	\$19.75
	CLASS 3	\$18.55
GENERAL MAINTENANCE	CLASS 1	\$20.27
	CLASS 2	\$19.02
	CLASS 3	\$18.21
GROUNDSKEEPER	CLASS 1	\$20.27
	CLASS 2	\$19.02
	CLASS 3	\$18.21
PAINTERS	CLASS 1	\$20.27
	CLASS 2	\$19.02
	CLASS 3	\$18.21
MAILPERSONS	CLASS 1	\$16.50
	CLASS 2	\$15.69
	CLASS 3	\$14.87
UTILITY PERSON	CLASS 1	\$14.87
	CLASS 2	\$14.26
	CLASS 3	\$13.69
CUSTODIANS	CLASS 1	\$14.87
	CLASS 2	\$14.26
	CLASS 3	\$13.69
SENIOR UTILITY PERSON (New Position as of 8/1/2015)	CLASS 1	\$16.50
	CLASS 2	\$17.25
	CLASS 3	\$18.42