

## **Memorandum of Agreement**

This Agreement is made and entered into as of December 7, 2017, by and between The State University of New York, University at Buffalo and United University Professions, hereinafter collectively referred to as the “Parties”, represented by the undersigned.

WHEREAS, The State University of New York, University at Buffalo (hereinafter referred to as “the “University”) is part of the State University of New York and is a public employer within the State of New York; and

WHEREAS, United University Professions (“UUP”) is a labor organization, duly certified as the exclusive bargaining representative for certain employees at the University and commonly referred to as the Professional Services Negotiating Unit or the “PSNU”; and

WHEREAS, the University and UUP are each covered by a collective bargaining agreement between the State of New York and United University Professions, which by force of law remains in effect and binding (the “CBA”); and

WHEREAS, the CBA includes certain terms and conditions on employee parking and the Parties wish to supplement said terms and conditions; and

WHEREAS, The University is constructing the new Jacobs School of Medicine and Biological Sciences, located (at 955 Main Street on the so-called Buffalo Niagara Medical Campus) in Buffalo, and intends to relocate certain functions of the University’s medical education, life sciences, medical research and other efforts, thereto. Additionally, the University maintains related efforts at several nearby facilities, including Buffalo General Medical Center, John R. Oishei Children’s Hospital, the Conventus Building, Center of Excellence in Bioinformatics and Life Sciences, Clinical Translational Research Center. Collectively, Jacobs and the other referenced facilities shall hereinafter be referred to as the “Downtown Medical School”; provided, however, that regardless of what the University calls the collective of any, some, or all, of the aforementioned facilities and buildings, UUP does not concede that any of the facilities and buildings referenced above are located in a locale that can geographically be described as “downtown;” and

WHEREAS, The Downtown Medical School is located in an area of Buffalo commonly referred to as the Buffalo Niagara Medical Campus, which is operated, in part, by a nonprofit organization, the Buffalo Niagara Medical Campus, Inc. (hereinafter referred to as the “BNMC, Inc.”); and

WHEREAS, Commencing in November 2017 and regularly, thereafter, the University intends to (re)assign the principal work location of certain UUP-represented University employees to the Downtown Medical School (collectively referred to as the “Downtown Employees”); and

WHEREAS, The University has identified the BNMC, Inc. as an organization that, among other things, provides, maintains and administers certain parking facilities and commuter plans in and around the Downtown Medical School;

NOW THEREFORE, in consideration of the above-stated premises, the Parties hereby agree to be bound as follows:

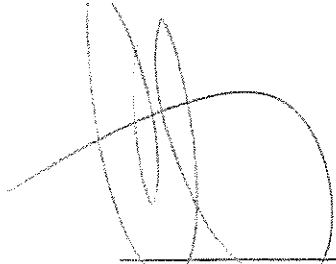
1. Commuting and/or parking in and around the Downtown Medical School shall be the individual responsibility of Downtown Employees.
2. BNMC, Inc. will provide Downtown Employees a NFTA Metro Pass, without cost, which shall permit fare-free travel on NFTA busses and/or trains to all regular NFTA service stops, during all regular NFTA hours of operation. The NFTA Metro Pass will remain valid for a pre-determined period of time (e.g. monthly, or semi-annually) and, upon expiration, be replaced, ensuring uninterrupted, fare-free access to NFTA busses/trains. The NFTA Metro Pass will be purchased, obtained, maintained, and administered solely by the BNMC, Inc. Employees shall be individually responsible for the use, care and safe-keeping of the NFTA Metro Pass and shall be bound by any rules, restrictions or limitations established by the NFTA.
3. Downtown Employees may opt to forego receipt of a NFTA Metro Pass; and, in doing so, will be entitled to purchase a reduced-cost parking pass at a BNMC, Inc. parking facility. The cost reduction enjoyed by an employee shall be equal to the monetary cost, to the BNMC, Inc., of a NFTA Metro Pass. Downtown Employees shall be solely and fully responsible for all BNMC, Inc. parking costs over and above the monetary value (to the BNMC, Inc.) of the NFTA Metro Pass. Downtown Employees may purchase and/or renew their monthly parking pass, at reduced cost, through the BNMC, Inc. BNMC, Inc. parking passes will be administered solely by the BNMC, Inc.
  - a. The monthly cost to the BNMC of the NFTA Metro Pass as of the date of execution of this MOA is \$65.00. The monetary value of the Metro Pass to the employees who opt to purchase a reduced cost parking pass at a BNMC parking facility shall not be reduced from the \$65 level, regardless of any decrease in cost of the Metro Pass to the BNMC.
4. Except as provided, herein, BNMC, Inc. parking facility passes shall be lot specific and shall be available for purchase on a first come, first served basis. A list of the BNMC parking facilities and their monthly cost as of the date of execution of this Agreement is appended hereto as "Appendix A." Employees shall be individually responsible for the use, care and safe-keeping of their BNMC, Inc. passes and shall be bound by any rules, restrictions or limitations established by the BNMC, Inc.

- a. Upon execution of this Agreement, the University shall take steps as appropriate to ensure Downtown Employees are provide opportunity to purchase BNMC parking passes as soon as practicable.
5. The BNMC, Inc. is currently constructing a new Ellicott-Goodrich parking facility, commonly referred to as the “EG” parking ramp, and has agreed to make certain parking spaces available to Downtown Employees as follows:
  - a. BNMC, Inc. will reserve three hundred fifty (350) parking spaces at the EG ramp for individual purchase by University affiliated persons.
  - b. Upon substantial completion of the EG ramp, BNMC, Inc. will notify Downtown Employees that they will have an advance opportunity to purchase a reserved EG parking space, before other University employees, University students, the Research Foundation employees and the University at Buffalo Foundation employees.
  - c. Following notification (per Section 5b, *supra*), Downtown Employees will have a thirty (30) calendar day first refusal opportunity to purchase a reserved parking space at the EG ramp.
  - d. Following completion of the 30-day first refusal opportunity, any remainder of the 350 reserved parking spaces will be offered to other University employees, University students and employees of the Research Foundation and the University at Buffalo Foundation.
  - e. Following completion of the 30-day first refusal opportunity, Downtown Employees (re)assigned to the Downtown Medical School will be afforded a priority opportunity to purchase any remainder of the 350 reserved parking spaces.
  - f. Following completion of the 30-day first refusal opportunity, Downtown Employees who apply for but are not allowed to purchase a pass to park in the EG ramp because the 350 reserved spaces are no longer available, shall be placed on a waiting list for the EG ramp, in order of receipt of their applications, and shall be notified by BNMC when a vacancy in the EG ramp becomes available.
6. Except as provided herein, all BNMC, Inc. parking facilities, including but not limited to the EG ramp, will be offered on a first-come, first-served basis; provided, however, that any eligible PSNU employee who applies for a parking pass at the EG or MIGO ramps shall be allowed to purchase such a pass or be placed on a waiting list for the EG or MIGO ramps.

7. Commuting/parking pass options may be renewed at six (6) month intervals. Said six-month intervals shall be considered to commence on January 1 and July 1. Within such intervals Downtown Employees may opt to discontinue further payment/reservation of a BNMC, Inc. parking pass. For example, an employee who opts to purchase a parking pass at the start of an interval is not required to continue payment for the duration of the interval; however, they shall not be eligible to switch to a commuter [i.e., a NFTA Metro] pass before completion of the respective six month interval, and vice-versa.
  - a. Notwithstanding the terms of Paragraph 7, upon notification specified in Paragraph 5(b), above, Downtown Employees may shift from a NFTA Metro Pass or parking facility to the EG ramp during the 30-day first refusal opportunity.
8. Parking rates at the EG & MIGO ramps may increase up to 5.5%, cumulatively, compound-basis, each year. For example, EG and MIGO rates may increase to a maximum of \$93.90 in 2018; \$99.06 in 2019; \$104.51 in 2020; \$110.26 in 2021; \$116.32 in 2022; etc.
9. University employees who receive free or partial paid/reimbursed parking in and around the Buffalo Niagara Medical Campus, external to their University employment, shall not be eligible to receive a commuting [NFTA Metro]/parking pass, as referenced in Sections 4, 5, 6, 7 and 8, hereof, except as they lose such external benefit. Upon loss of the external benefit, they shall automatically be covered by this Agreement.
10. The University will provide UUP a list of Downtown Employees to be initially (re)assigned to the Downtown Medical School upon execution of this Agreement. The University will meet and discuss with UUP any concerns they have relative to the list. Thereafter, the list will be provided to BNMC, Inc. to ensure Downtown Employees receive their opted-for pass.
  - a. The University will update the list of Downtown Employees and will provide the same to BNMC, Inc. and to the UUP Buffalo Chapter Presidents on a monthly basis.
11. The BNMC, Inc. has agreed to maintain a list of available parking facilities and respective costs, for use by Downtown Employees as they opt for a commuter or parking pass.
12. This Agreement shall apply to all University employees who are principally assigned to the Downtown Medical School; except that the University shall have the right, ability and discretion to negotiate parking-related terms of employment for employees hired on or after November 1, 2017, which address, among other things,

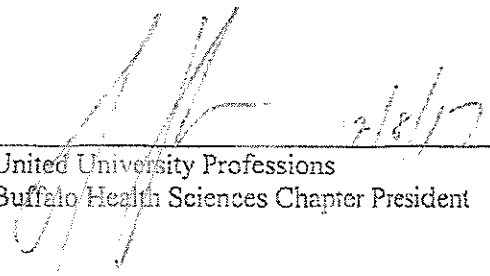
the applicability of this Agreement and/or employee responsibility to bear work-related parking costs. Any UUP represented employee hired after November 1, 2017 and initially assigned to a Downtown Medical School facility, whose offer-letter does not contain a reference to parking costs, shall automatically be covered by this Agreement.

13. Employees who, as of the date of this Agreement, are principally assigned to work at a University facility not referenced in Section 1, hereof, will maintain all rights and benefits they may otherwise enjoy. For those employees whose regular work location is not one of the buildings or facilities listed above, but who are required to perform work at those buildings, the employee shall submit their mileage, parking and/or subway expense receipts on an expense voucher for reimbursement by the University.
14. In the event that the University constructs, or leases or rents space in any building on or in the vicinity of the BNMC campus not listed above, the provisions of this Agreement shall apply to any PSNU employees whose regular work location is in said building.
15. The provisions herein shall also be applicable to any PSNU employees who are voluntarily or involuntarily reassigned or transferred, or who upon acceptance of a lateral position or promotion, are assigned to work locations in the buildings or facilities listed above.
16. All University employees will continue to be eligible to purchase a University at Buffalo Faculty/Staff parking pass (e.g. hang tag), permitting parking at respective University owned parking facilities. Employees shall continue to be responsible for all parking pass (e.g. hang tag) charges and/or responsibilities associated with University owned/maintained parking facilities.
17. This Agreement shall remain binding and in effect for a period of two (2) years and shall automatically renew on a yearly basis, thereafter, until renegotiated by the parties.
18. This Agreement represents the full and agreed upon understanding of the parties. This Agreement is deemed binding in and subject to the laws of the State of New York and may only be supplemented, redacted or otherwise modified by written agreement signed by each party (or authorized representative thereof).



---

University at Buffalo  
Director, Employee Relations



---

United University Professions  
Buffalo Health Sciences Chapter President



---

United University Professions  
Buffalo Center Chapter President

## **APPENDIX A**

BNMC Ramps and Surface Lots, with monthly cost in effect as of Oct. 30, 2017:

- MIGO ramp \$89
- EG ramp \$89
- Gallagher Ramp \$57 (shuttle to BNMC available)
- Main-Dodge lot \$75
- Ellicott-Best lot \$75
- Ellicott-Dodge lot \$75