

## **Memorandum of Agreement**

### **ADDENDUM**

This Agreement is made and entered into as of March 19, 2021, 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 sets certain terms and conditions on employee parking; and

WHEREAS, the University and UUP are party to a December 7, 2017 Memorandum of Agreement ("MOA"), which sets certain terms and conditions on employee parking at and around several University facilities in Buffalo, New York; and

WHEREAS, the University and UUP are party to a May 1, 2018 MOA Addendum ("2018 MOA Addendum"), which modifies, in part, the December 7, 2017 MOA and sets additional terms and conditions on employee parking at and around several University facilities in Buffalo, New York; and

WHEREAS, the parties wish to, again, addend and amend the MOA and 2018 MOA Addendum to delete, supplement and otherwise modify terms and conditions, thereof, as stated herein; and

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

1. The MOA defines the "Downtown Medical School" as including the following locations:
  - a. Jacobs School of Medicine and Biological Sciences (955 Main Street)
  - b. Buffalo General Medical Center (100 High Street)
  - c. John R. Oishei Children's Hospital (818 Ellicott Street)
  - d. The Conventus Building (1001 Main Street)
  - e. The Center for Excellence in Bioinformatics and Life Sciences (701 Ellicott Street)
  - f. Clinical Translational Research Center (875 Ellicott Street)



2. The MOA defines "Downtown Employees" as NYS-line employees who on or after November 2017, had their principal work location (re-)assigned to the Downtown Medical School.
3. Except as provided in Section 5, hereof, effective February 1, 2021 and thereon, the definition of *Downtown Medical School* is re-defined and expanded to include 1021 Main Street, commonly known as the Research Institute on Addictions building; with the intent of the parties being that such building shall be included for all purposes of the MOA and all Addendums, thereto.
  - a. Upon execution of this Addendum, the University shall negotiate with the Buffalo Niagara Medical Center ("BNMC") or other suitable vendor to manage the parking lot located in the rear (from Main Street) of 1021 Main Street.
  - b. Upon agreement by the University and BNMC or other suitable vendor, for the management of the 1021 Main Street lot, such lot shall be included as an eligible parking lot identified in Appendix A to the MOA, as revised and expanded, hereto.
  - c. It is agreed and understood by the parties that the employees who were principally assigned to 1021 Main Street on or before January 15, 2018 shall, for the duration of their principal workplace assignment to 1021 Main Street, be permitted to park at a designated lot in the Downtown Campus, without cost to the employee (except the administrative cost of the UB parking pass, as applicable). The parties also understood and agree that the rights, benefits and obligations of Downtown Employees (except for the cost of Downtown Campus parking), as detailed in the MOA and all successive addendums thereto, which may include but may not be limited to the option of a NFTA Metro pass (in lieu of a parking benefit) and/or parking in an Appendix A BNMC-managed lot shall apply to all employees principally assigned to 1021 Main Street, regardless of their date of assignment.
4. Except as provided in Section 5, hereof, effective February 1, 2021 and thereon, the definition of *Downtown Employees* is re-defined and expanded to include all NYS-line University employees whose principal work location is (re-)assigned to the Downtown Medical School, with the intent of the parties being that all NYS-line University employees assigned to the Downtown Medical School shall be covered by the MOA and all Addendums, thereto.
5. Employees who, as of February 1, 2021, were principally assigned to the Center for Excellence in Bioinformatics and Life Sciences building shall pay an amount not to exceed fifteen dollars (\$15.00) per month through January 2022, to park in an eligible Appendix A lot. Any CBLS employee who has paid greater than \$15 per month for an Appendix A parking space for the period from January 1, 2021 through February 28, 2021 shall receive a credit equal to any amount paid over \$15 in the months of February and/or March, toward future parking fees assessed per the MOA and all subsequent addenda.
  - a. Employees who have opted for a NFTA Metro Pass shall be reimbursed for such cost, up to \$65/month, upon presentation of proof of payment for February and/or March 2021.



6. Employees addressed in Section 4, hereof, and principally assigned to the Downtown Campus, on or before February 1, 2021, but not offered participation in the BNMC program as of such date, shall receive a credit, equal to the benefit amount they would have received, if included in the BNMC program by February 1, 2021 or March 1, 2021. This credit shall be deducted from future parking fees assessed per the MOA and all subsequent addenda. Employees must provide proof of payment for parking in February 2021 and March 2021, respectively, to be eligible for such credit.
7. Section 6 of the MOA is hereby amended and supplemented with the following sub-section, which shall be referenced as Section 6, sub-section 6(a) of the MOA:
  - a. The parties understand and agree that, from time to time, Appendix A lots may be repaired, resurfaced, relined or otherwise modified. In the event a lot is partially or fully closed for parking or otherwise reduced in parking capacity, Downtown Employees may be assigned to another Appendix A lot without cost increase (except as provided at Section 8 of the MOA) to affected employees.
8. Appendix A is revised to the extent that the Main-Dodge lot is removed as an eligible surface lot. Additionally, Section 8 of the MOA is clarified to the extent that the surface lots identified in Appendix A are not subject to the 5.5% annual rate increase limitation.
  - a. Any employee who, as of the effective date of this Addendum, submits proof of payment for parking in the Main-Dodge lot, will be offered reasonably similar parking at a BNMC administered surface lot, at the cost such employees paid for Main-Dodge lot parking.
9. Subsequent to the execution of this Addendum, the parties agree and understand that permanent closure of any parking facility identified in Appendix A shall trigger a bargaining right for either party hereto, as to the sole issue of adding additional parking facilities to the Appendix.
10. The parties, hereto, understand and agree that Section 12 of the MOA does and shall remain in full force and effect for all employees hired on or after November 1, 2017 (including but not limited to those employees hired on or after the execution of this Addendum) and have individually negotiated parking-related terms and conditions of employment, as evidenced by a mutually signed letter offer of employment or other mutually signed written agreement.
11. Subsequent to execution of this Addendum, any employee or groups of employees whose primary work location is within the Downtown Campus, and have, historically and at the time of identification, received employer fully-paid parking, shall be mandated to participate in the BNMC program, but shall be on-boarded similar to the employees referenced in Section 5, hereof. This section does not include employees primarily assigned to the EOC, new hire employees or employees whose primary work location is transferred to the Downtown Campus from any other University/remote location.
12. Disagreements as to the terms of the MOA and all Addenda, thereto, shall not be subject to the grievance procedure included in the NYS-UUP collective bargaining

agreement. Disagreements as to the terms of the MOA and all Addenda, thereto, may be submitted to PERB, which retains jurisdiction over such, as determined by the Taylor Law and relevant decisional law.

13. An earlier version of this Addendum was signed by the parties on or about November 30, 2020. The parties agree that such November 30, 2020 Addendum shall, upon full execution of this Addendum by all parties, hereto, be canceled and replaced by the foregoing Addendum. Any disparity or disagreement between the November 20, 2020 Addendum and this Addendum shall resolve in favor of the foregoing Addendum.
14. All other terms and conditions included in the MOA and the 2018 MOA Addendum, shall remain in full force and effect, unless explicitly modified, in writing, by the parties thereto. Any disagreement as to the terms of this Addendum and the MOA, shall, where practicable, be resolved in favor of the MOA.
15. Except as limited by Section 14, hereof, this Addendum shall remain binding by and among the parties unless and until otherwise, replaced, revised, redacted or otherwise modified, in writing, by the parties, hereto.



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University at Buffalo  
Director, Employee Relations

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United University Professions  
Buffalo Health Sciences Chapter President


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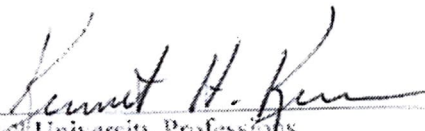
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Buffalo Center Chapter President

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University at Buffalo  
Director, Employee Relations

 3/29/2021  
United University Professions  
Buffalo Health Sciences Chapter President

  
United University Professions  
Buffalo Center Chapter President

## **APPENDIX A - REVISED**

### **BNMC Ramps and Surface Lots**

- MIGO ramp
- EG ramp
- Ellicott-Best lot
- Ellicott-Dodge lot
- RIA lot