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STATEMENT OF PURPOSE

It is the purpose of this Agreement to establish the terms and conditions of employment, and to encourage a constructive, mutually respectful working relationship between Local 2300 and Cornell University.

The Union recognizes the educational and research mission that Cornell University provides. The University recognizes the mission of Local 2300 in providing a collective voice for service and maintenance workers on campus.

Both parties agree to strive toward resolution of conflict in a constructive, mutually respectful manner. Both parties agree that full and open dialog prior to decisions affecting the other is essential to a healthy relationship. Both parties recognize that all Cornell staff and students deserve to be treated with respect and dignity.

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ARTICLE 1 RECOGNITION

The University recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to wages, hours and other conditions of employment of all non-exempt non-academic regular full-time and regular part-time service and maintenance employees located within Cortland and Tompkins Counties, New York, as certified by the National Labor Relations Board by case 3-RC-7939 and within the specific job classifications listed in Appendix A. Full-time employees shall be those defined as regularly scheduled to work a minimum of thirty-five (35) hours per week. Part-time employees shall be those defined as regularly scheduled to work a minimum of twenty (20) hours per week but less than thirty-five (35) hours per week. Excluded from the unit and from coverages under this Agreement are all student employees, confidential employees, administrative and clerical employees, technical employees, temporary and casual employees, employees represented by a certified representative, agricultural employees, guards, supervisors as defined in the National Labor Relations Act, and all other employees not in the classifications listed in Appendix A.

Temporary employees shall be limited to:

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- a. employees hired for up to six (6) consecutive months in one department. Fall Break, Winter Intersession, and Spring Break shall be considered a pause in service when determining six (6) months of consecutive temporary service;

- 1 b. employees hired to replace other employees on a paid or unpaid leave of
2 absence, e.g., disability; and
3 c. employees considered temporary by special agreement between the Union
4 and the employer.
5

6 Temporary employees, other than those in (b) and (c) above, scheduled to
7 work at least 20 hours per week with a term of employment of six consecutive
8 months or longer in one department are considered regular employees except
9 for the bumping and recall provisions of Article 14, Layoff and Recall.
10

11 Upon request, the University will inform the Union regarding the status of
12 a temporary position.
13

14 The University shall notify the Union whenever the University establishes
15 a new unit classification that does not correspond with any of the classifica-
16 tions contained in Appendix A of this Agreement. The Union may request a
17 meeting with the Director of Workforce Policy & Labor Relations to discuss
18 the classification and grade level of that position.
19

20 The University's determination of a job's classification, including its job title
21 and grade level, is final, unless it is shown to be arbitrary or capricious, in
22 which event the matter will be referred to Step 3 of the Grievance and Arbitra-
23 tion Procedure, Article 11.
24

25 **ARTICLE 2**

26 **TERMS OF AGREEMENT**

27

28 This Agreement constitutes the full, complete and final understanding and
29 agreement of the parties for the duration hereof. The parties voluntarily and
30 unqualifiedly waive the right, and each agrees that the other shall not be obli-
31 gated, to bargain collectively with respect to any subject or matter whether or
32 not referred to or covered in this Agreement, even though such subject matter
33 may or may not have been within the knowledge or contemplation of either
34 or both parties at the time that this Agreement was negotiated or signed. The
35 execution of this Agreement shall not result in any abridgment of the rights
36 retained by the University pursuant to Article 3.
37

38 It is agreed by and between the parties that any provision of this Agreement
39 which is subject to funding by the State of New York shall not become effec-
40 tive until appropriate approval by the State.

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ARTICLE 3
MANAGEMENT RIGHTS

It is agreed that the University retains all of the rights, powers and authority possessed by the University prior to the execution of this Agreement and that nothing in this Agreement shall be construed to limit the University in any way in the exercise of these rights, except to the extent that these rights are specifically relinquished, restricted or modified by the express provisions of this Agreement. These rights shall include, but shall not be limited to the right to:

1. determine the mission, purposes, objectives, policies, and programs of the institution;
2. determine the facilities, methods, standards, and means of operation, and number and qualifications of personnel required for the conduct of its program;
3. determine and/or alter work schedules, hours of employment, and the duties, responsibilities and assignments of employees with respect hereto;
4. recruit, hire, approve, train, retain, evaluate, transfer, promote, demote, layoff and recall employees;
5. determine or change job content, classify or reclassify positions and allocate or reallocate new or existing positions;
6. discipline or discharge employees in accordance with the provisions of this Agreement and rules and regulations promulgated hereunder;
7. promulgate, modify and enforce rules and regulations and qualitative and quantitative standards of performance;
8. although the University retains the right to subcontract unit work, the University agrees that it will make reasonable effort to avoid employee layoffs where sub-contracting may eliminate unit jobs; and,
9. change existing, or introduce new equipment, operations, methods, processes, means or facilities as determined to be in the best interest of the University.

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

6
7 **ARTICLE 4**
8 **UNION SECURITY**

9
10 All employees covered by this Agreement who were members of the union as
11 of July 1, 1985 shall continue to pay to the union amounts equal to the union's
12 regular fees and dues for the duration of the Agreement.

13
14 Any employee hired from July 1, 1985 and thereafter, shall be required, as a
15 condition of employment, to pay an amount equal to the union's regular fees
16 and dues for the duration of the Agreement. Employees hired prior to July 1,
17 1985 who, on July 1, 1985 had elected not to pay dues are under no obligation
18 to become members or pay dues.

19
20 **ARTICLE 5**
21 **DUES CHECKOFF**

22
23 The University agrees to deduct an initiation fee and thereafter bi-weekly
24 the regular Union membership dues from the wages earned by any member
25 of the Union covered by this Agreement and to remit such dues monthly to
26 the Union, provided such employee previously has signed a written author-
27 ization and direction to make such deduction to the appropriate University
28 Payroll Managers.

29
30 With each remittance, the employer will provide the Union with a list of
31 names of employees and the dates and amounts of deductions made for each
32 employee. The University shall remit the Dues Checkoff check to the Union
33 within seven (7) days of the last payroll date of the month.

34
35 In the event that an employee who has authorized payroll deductions for dues,
36 falls into arrears for one (1) month's dues or less as a result of an unpaid leave
37 of absence or layoff, the University shall deduct that amount, in addition to
38 usual dues deductions, from the employee's paycheck within one (1) month
39 following the Union's notification to the University of the employee's name,
40 social security number, the amount of dues owed and the period for which
41 they are owed. Further, the Union is required to send notice to the employee

1 via first class mail that the Union has requested that the University take this
2 deduction. The Union shall indemnify the University against any and all
3 claims, demands, suits, or other forms of liability that may arise out of action
4 taken or not taken by the University at the Union's request for the purpose of
5 complying with any of the above provisions.

6
7 Hardship Fund and VCAP Check-Off

8
9 Employees shall have the option of enrolling in a voluntary Hardship Fund
10 and or VCAP Check-off. The employee shall have the right to enroll in the
11 fund or VCAP at reasonable, specified times agreed upon by the Union and
12 the University.

13
14 Enrollment shall be by written authorization signed by the employee directing
15 the University to make the Hardship Fund and or VCAP deduction.

16
17 **ARTICLE 6**
18 **NO STRIKE GUARANTEE**

19
20 Under no circumstances shall the Union, its officials, its employees, its affili-
21 ates, or its members, directly or indirectly cause, instigate, permit, support,
22 encourage or condone, nor shall any employee or employees, directly or
23 indirectly, take part in any action against or interference with the operations of
24 the University such as a strike, work stoppage, sit-down, stay-in, slow-down,
25 curtailment of work, restriction of production, or any picketing, patrolling or
26 demonstrations at any location whatsoever during the term of this Agreement
27 and as a continuing obligation.

28
29 In the event of any such action or interference, and on notice from the Uni-
30 versity, the Union without any delay shall take whatever affirmative action
31 is necessary to prevent and bring about the termination of such action or
32 interference. Such affirmative action shall include immediate disavowal and
33 refusal to recognize any such action or interference and the Union immediately
34 shall instruct any and all employees to cease their misconduct and inform
35 them that their misconduct is a violation of the Agreement subjecting them
36 to disciplinary action, including discharge.

37
38 Nothing herein shall preclude the University from seeking legal or other redress
39 of any individual who has caused damage to or loss of University property or
40 from taking disciplinary action, including discharge, against any employee.
41 Any such disciplinary action taken shall not be reviewable through the griev-

- 1 • CLASP
- 2 • Extramural
- 3 • Tuition Aid
- 4 • Employee Degree
- 5 • Calendar Programs
- 6 • Departmental efforts
- 7 • On the Job Training
- 8 • Office Professionals Program
- 9 • Other

10

11 In order to meet our goals, the parties may mutually agree to waive
12 contractual provisions, (e. g., seniority, right to hire most qualified), on a
13 case-by-case basis.

14

15 Diversity/Inclusion

16

17 The University and the Union recognize that a diverse workforce is a necessary
18 component for the enrichment of the entire Cornell community.

19

20 The University and the Union affirm that active steps will be taken to
21 ensure that women, minorities/underrepresented groups, persons with disabilities
22 and veterans at all levels are represented in applicant pools and the
23 bargaining unit workforce. This representation should be in proportion to
24 their availability in the relevant labor market.

25

26 The University and the Union will work collaboratively to deliver information
27 concerning career development and promotional opportunities within
28 Cornell's workplace to our minority populations, and that the opportunity
29 to take advantage of these programs be guaranteed to every member of the
30 bargaining unit.

31

32 The University and the Union will work collaboratively to plan and implement
33 educational training programs that focus on supporting diversity as well as
34 awareness of harassment and discrimination for bargaining unit members
35 and their supervisors.

36 For the duration of the contract period, the University and the Union will
37 establish a Diversity Advocate Committee. The committee will consist of
38 three (3) members of management, three (3) members of the bargaining
39 unit, a representative of Cornell's Workforce Diversity, Equity & Life
40 Quality, and a member of the Cornell community to be jointly selected by
41 the University and the Union. The Committee will meet at least quarterly
42 to uphold the principles outlined in this statement on Diversity. In further-

1 The University will allow a union representative up to one hour of union
2 business leave to orient new bargaining unit employees.

3
4 The University shall grant up to three (3) employees a full-time leave under
5 the terms of the Long-Term Personal Leave of Article 22 for a period of up
6 to a calendar year for the purpose of holding a Local Union office. When the
7 employee's leave expires, the employee shall be returned to his/her depart-
8 ment to the classification and grade last held by the employee, bumping the
9 least senior University employee in that classification and grade. The salary
10 of the employee upon return shall be equal to his/her last rate of pay plus any
11 increments that may have accrued during the leave. This leave is subject to
12 annual renewal at the discretion of the University.

13
14 The Union shall notify the Director of Workforce Policy & Labor Relations
15 in writing of its intent, at least one calendar month prior to the expiration
16 of the leave, to either return to work, request an extension of the leave, or
17 terminate the leave.

18 **ARTICLE 9**

19 **SENIORITY**

20 Seniority is defined as the length of time an employee has been continuously
21 employed by the University within the bargaining unit.

22 Probationary Period

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27 New employees shall be considered probationary employees for the first 90
28 calendar days of employment commencing with the first day of employment.
29 Periods of temporary layoff, disability and workers' compensation shall extend
30 the probationary period accordingly. However, if an employee has worked
31 as a temporary for three (3) consecutive months or more and is subsequently
32 hired without a break in service into a bargaining unit position in the same
33 department with similar job duties, such employee will be subject to a pro-
34 bationary period of thirty (30) calendar days. The University may extend the
35 probationary period for an additional thirty (30) calendar days with the written
36 approval of the Union President, or designee. Upon satisfactory completion of
37 the probationary period seniority shall commence, retroactive to the last date
38 of hire. During their probationary period, employees shall have no seniority
39 rights and may be terminated at the sole election of the University and without
40 recourse to the grievance and arbitration provisions of this Agreement. If a
41 new employee was employed as a temporary employee in a bargaining unit

1 position, and there is no break in service between the period of temporary
2 service and regular service, the new employee, upon successful completion
3 of the probationary period, shall be credited for that time served as a tempo-
4 rary employee for the purposes of seniority calculation. Fall break, winter
5 intersession and spring break shall not be considered as a break in service
6 period for seniority purposes.

7
8 Any employee transferred from a position excluded from the bargaining
9 unit shall have no seniority if transferred into the bargaining unit. Such an
10 employee shall be considered a "new hire" for seniority purposes. Employees
11 who transfer out of the bargaining unit to accept a supervisory position or
12 other position not included in the bargaining unit shall have their seniority
13 frozen as of the date of transfer. Should the University desire to return the
14 employee to the bargaining unit, their seniority that accumulated prior to the
15 transfer shall be restored and they will return to any available job to which
16 their seniority entitles them. Any employee on layoff or absent due to work
17 related illness or injury shall continue to accrue seniority.

18
19 Employees hired on the same date shall rank for seniority according to the
20 last four (4) digits of their social security number with the employee having
21 the highest number being given the highest rank.

22 23 Loss of Seniority

24
25 Continuity of service with the University shall be considered broken and
26 seniority rights shall cease for any of the following reasons.

- 27 1. The employee resigns or is discharged for cause.
- 28 2. The employee retires from Cornell University.
- 29 3. The employee is laid off for a period of twenty-four (24) consecutive
30 months.
- 31 4. The employee is absent from work for three consecutive working days
32 without directly notifying the supervisor or the departmental administrator
33 in keeping with departmental procedures and provided the failure to notify
34 is not due to circumstances beyond the control of the employee.
- 35 5. The employee fails to return to work for three consecutive working days,
36 provided the failure to return to work is not due to circumstances beyond
37 the control of the employee, after:
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- 1 - the expiration of an approved leave of absence,
2 - recall from layoff,
3 - the expiration of vacation,
4 - or disciplinary suspension,
5 - expiration of disability or workers' compensation status
6
7 6. The employee fails to return to employment at Cornell within one (1)
8 year following the expiration of Short-Term Disability Leave.
9
10 7. An employee on a continuous absence from work due to a work re-
11 lated injury or illness who fails to return to work within one (1) year
12 of a determination by a physician that the employee is permanently
13 disabled.
14

15 The University shall provide the Union with a master list or disk (when
16 available) of all bargaining unit employees quarterly, showing the name,
17 seniority, date of employment, classification, wage grade and department
18 of each employee.
19

20 **ARTICLE 10**
21 **FILLING JOB VACANCIES**
22

23 The University will post all job openings which may occur in the bargain-
24 ing unit.
25

26 Barring unforeseen circumstances, posted positions shall be filled within
27 a reasonable length of time. Upon request, the University will inform the
28 union regarding the status of a position if it is not filled within a reasonable
29 length of time.
30

31 The University shall regularly provide the job posting information to the
32 Union office through the University's normal distribution routine.
33 Whenever possible, each posting of a bargaining unit position shall
34 indicate whether it is an endowed or statutory position, location, grade,
35 classification, and work schedule.
36

37 Qualified employee candidates are to be given preferential consideration
38 for any vacancy within the institution and, to that end, at least the two most
39 senior applicants who, in management's judgment, meet the minimum
40 qualifications for any vacant position, shall be interviewed and have their
41 application reviewed. Supervisors should encourage and support their

1 employee's pursuit of Cornell career opportunities. It is agreed that such
2 openings should be filled by the person most qualified to perform the work.
3 If all relevant factors such as experience and qualifications are equal, then
4 the employee with the most bargaining unit seniority will be awarded the
5 position.

6
7 If an employee has occupied a position for fewer than three (3) months,
8 that employee may not apply for a promotion to a different department,
9 unless invited by management to do so. Lateral transfers within a depart-
10 ment shall not be considered a change of position for the purposes of this
11 provision.

12
13 Any employee who has applied through normal Division of Human
14 Resources application procedures to a posted bargaining unit position
15 shall be notified in writing if he or she did not get the Job. Violation of this
16 provision shall be grievable but not arbitrable.

17
18 Provisional Employment

19
20 On an ad-hoc basis, the parties may mutually agree to identify a posted
21 position to which the most senior qualified employee applicant may be
22 assigned to on a trial basis. The length of such trial period shall be mutually
23 agreed to by both parties. These opportunities will not be unreasonably
24 denied.

25
26 If the employer believes that the employee, as specifically demonstrated
27 by his/her performance in the position, cannot perform the job duties, then
28 such employee shall be returned to his/her former position from which he/
29 she was transferred. The employee also has the option to return to his/her
30 former position during the trial period.

31
32 The employee will be paid during the trial period in accordance with the
33 provisions outlined below.

34
35 Promotions, Demotions, Lateral Movements and Reclassifications

- 36
37 1. Any employee hired after July 1, 1994 who is promoted or reclassified
38 will be paid at the Hire Rate or Job Rate of the grade as appropriate.
39 The reverse shall apply in the case of a demotion.
40
41 2. Any employee hired before July 1, 1994 who is promoted or reclassi-
42 fied will remain in the same quad and year in quad in the higher grade

1 and will be paid at the rate for that quad for which the employee is
2 promoted. The reverse shall apply in the case of a demotion.

- 3
4 3. An employee whose rate is equal to or exceeds the maximum of the pay
5 grade to which the employee is promoted or reclassified, shall receive
6 a five-percent (5%) increase to their base hourly rate for one grade or
7 a ten-percent (10%) increase to their base hourly rate for two or more
8 grades.
9
10 4. An employee who moves laterally will remain at the same base hourly
11 rate.

12
13 **ARTICLE 11**
14 **GRIEVANCE PROCEDURE AND ARBITRATION**
15

- 16 1. "Grievance" within the meaning of the Agreement shall be defined as
17 any matter involving the interpretation or application of this Agreement
18 which alleges a violation of the rights of an employee or the Union under
19 the terms of this Agreement.
20
21 2. Whenever an employee refuses or fails to initiate a grievance upon oc-
22 currence of an alleged violation of the rights of that employee under the
23 terms of this Agreement, the Union may file a grievance in the name of
24 the employee at Step 2 of the Grievance Procedure.
25
26 3. When the Union alleges that the University has applied or interpreted the
27 terms of the Agreement so as to allegedly violate employee's rights under
28 the terms of the Agreement, the Union may initiate the grievance at Step
29 3 of the Grievance Procedure.
30
31 4. When a grievance arises from the alleged violation of a provision of this
32 Agreement that specifically provides for the grievance to be initiated at
33 Step 3 of the Grievance Procedure, the grievance will be reduced to writing
34 by the employee or a Union representative and submitted to the Office of
35 Workforce Policy & Labor Relations.
36
37 5. An employee grievant(s) (no more than three (3)) and/or one Union
38 representative participating in the required meetings of the Grievance
39 Procedure, Steps I through 4 inclusive, as set forth in Section 13 of this
40 Article, during working hours shall suffer no loss of wages for the time
41 spent in such meetings. Whenever possible grievance meetings shall

- 1 be scheduled during the grievant's normal working hours, at a mutually
2 convenient time.
3
- 4 6. In no instance shall a grievance be filed after ten (10) working days from
5 the date of its occurrence or reoccurrence. Any grievance not processed
6 at each level within the number of working days specified herein shall be
7 regarded as settled on the basis of the University's most recent answer. If
8 the University should fail to observe the time limits in a specific step, the
9 grievance may be appealed to the next step or the Union may wait for the
10 University's response. "Working Day" within the meaning of this Article
11 shall be defined as Monday through Friday, excluding all paid holidays.
12
- 13 7. Settlements through Step 2 of the Grievance Procedure shall not establish
14 a precedent or practice for either party. The Union may amend a grievance
15 at Step 3 of the Grievance Procedure to correct inaccuracies such as incor-
16 rect Article citation or statements of remedy. The Union may withdraw a
17 grievance at any step without prejudice or precedence.
18
- 19 8. Initial steps and time limits in the Grievance Procedure may be waived
20 by written mutual agreement of both the University and a Union repre-
21 sentative.
22
- 23 9. No employee shall be discriminated against for participating in the Griev-
24 ance Procedure.
25
- 26 10. Where an employee's presence as a witness is required during the adjust-
27 ment of a grievance or during arbitration, the University shall excuse that
28 employee from work. Neither party, however, shall be responsible for the
29 expense of witnesses called by the other, including lost work time. Wit-
30 nesses called by mutual agreement in advance of the witness appearance
31 shall not lose pay.
32
- 33 11. Employees who have filed a grievance shall have the right to be present
34 personally at any stage of the Grievance Procedure. However, an employee
35 may waive the right to be present. The employee may be accompanied
36 by a Union representative. Union representatives may assist employees
37 who wish to file grievances. The grievant(s) and Union representative(s)
38 will be permitted a reasonable amount of time, normally not to exceed
39 one-half (1/2) hour without loss of pay, to confer privately immediately
40 prior to any scheduled grievance step meeting.

1 12. At each step of the grievance procedure, each party shall present the facts
2 and documents known to the party at the time to support its position on
3 the grievance.
4

5 13. All grievances shall be processed and settled in conformity with the fol-
6 lowing procedure:
7

8 Step 1. All grievances must first be discussed by the employee with
9 his/her immediate supervisor with or without a Union representative
10 present and the grievant or the Union representative must make
11 known to the supervisor that such a discussion is intended as a
12 Step 1 grievance. The supervisor shall respond to the employee
13 and the Union representative when involved, as soon as possible,
14 but no later than three (3) working days from the date the griev-
15 ance was discussed.
16

17 Step 2. If the immediate supervisor's oral answer does not resolve
18 the grievance and the employee chooses to pursue the matter further,
19 it shall be reduced to writing setting forth the facts upon which the
20 grievance is based, the section(s) of the Agreement pursuant to
21 which the employee's rights are alleged to have been violated, the
22 reason for disagreement of the Step 1 response, and the remedy or
23 correction sought, and within five (5) consecutive working days
24 from receipt of the oral answer be appealed to the department head
25 or designated representative. The department head or designee shall
26 within five (5) consecutive working days from the date the grievance
27 is appealed meet and discuss the grievance with the employee and
28 a Union representative. A written answer to the grievance shall be
29 provided to the employee and the Union representative within five
30 (5) working days after the date of the Step 2 meeting.
31

32 Step 3. If the grievance is not resolved in Step 2, the Union rep-
33 resentative may appeal the grievance in writing within five (5)
34 consecutive working days of receipt of the Step 2 answer. The appeal
35 shall include the reason for disagreement of the Step 2 response.
36 Within twenty (20) working days from the date the grievance was
37 appealed to Step 3, a meeting shall be held between the Director
38 of Workforce Policy & Labor Relations or a designee and three
39 (3) persons the Director of Workforce Policy & Labor Relations
40 determines may assist in the resolution of the grievance, and a
41 designated International Representative, the Local President, a

1 Union representative and the aggrieved employee. The Director of
2 Workforce Policy & Labor Relations shall provide the International
3 Representative, the Local President, the grievant and the Union
4 representative with a written answer on the appeal within ten (10)
5 working days of the meeting.
6

7 Step 4. If the grievance remains unresolved after the Step 3 answer
8 from the Director of Workforce Policy & Labor Relations, the des-
9 ignated International Representative or Local President may appeal
10 the grievance to arbitration by submitting an official written notice to
11 the Director of Workforce Policy & Labor Relations within ten (10)
12 working days from receipt of the Step 3 answer. Such request for
13 arbitration shall include the specific provision(s) of the Agreement
14 alleged to be violated as stated in Step 3, as well as the reason for
15 disagreeing with the prior step decision.
16

17 Arbitration

18
19 The selection of an arbitrator and arbitration proceedings shall be conducted
20 under the then current Labor Arbitration Rules of the American Arbitration
21 Association.
22

23 The jurisdictional authority of the arbitrator is defined and limited to the
24 determination as to whether there have been violations of the provision or
25 provisions of the Agreement as set forth in the written grievance; the arbitrator
26 shall have no power to add to, subtract from, or modify any of the terms of
27 this Agreement. The decision of the arbitrator shall be based exclusively on
28 evidence presented at the arbitration hearings and shall be final and binding
29 on all involved parties.
30

31 Where the decision of the arbitrator includes an award for back pay, back
32 wages shall be limited to the amount of wages that the employee otherwise
33 would have earned less any unemployment compensation or other additional
34 interim payments or compensation.

35 The parties shall bear their own expenses and share in the arbitrator's fee
36 and expenses equally. Each party shall be responsible for the expenses of its
37 witnesses and representatives, except as provided in Section 5 of this Article.
38 Either party may be represented by counsel.
39

40 Except as otherwise provided for in this Agreement, the University may
41 temporarily fill any position pending the resolution of the grievance.

1 The steps in the procedure of progressive discipline shall include oral warnings,
2 written warnings, suspensions and discharges.

3
4 Referral to the Employee Assistance Program (EAP) is not a required step of
5 the disciplinary procedure.

6
7 Situations involving major infractions or offenses shall be exempted from
8 progressive discipline and may subject an employee to discipline, including
9 discharge, regardless of the employee's prior record.

10
11 Management shall use its best efforts in appropriate cases to have a union
12 representative present during an investigatory meeting that could lead to
13 discipline as well as when employees are issued a suspension or discharge.
14 Failure to give advanced notice to the union shall not be an issue in any
15 grievance related to the suspension or discharge. In all cases, however, the
16 union shall receive a copy of the suspension or discharge as soon as possible
17 after the issuance to the employee.

18
19 Suspension of a full day or longer shall be served in full day increments unless
20 departmental needs require otherwise.

21
22 Any employee who has been given a written warning or disciplined in
23 any manner or discharged may file a written grievance with or without the
24 assistance of a specified union representative and initiate the grievance at Step
25 2 of the Grievance Procedure. The meeting with the department head shall
26 take place within five working days from the date of the written grievance.
27 Such grievances must be filed within ten working days from the date of the
28 University's action.

29
30 An employee shall sign written disciplinary warnings indicating that he/
31 she has received a copy. Signing does not mean that the employee agrees or
32 disagrees with the written disciplinary warning. If the employee is unable
33 to sign the statement, a union representative for that department shall sign
34 on behalf of the employee. The employee shall have a right to promptly
35 respond in writing to any written discipline. This response will be kept with
36 the written discipline.

37
38 In imposing discipline on a current charge, the University will not take
39 into account any prior infractions that occurred more than twenty-four (24)
40 months prior to the date of the current infraction. Periods of disability and
41 workers' compensation of greater than thirty (30) days shall extend the life
42 of discipline.

1 Probationary employees shall be exempt from the provisions of this
2 Article.

3
4 **ARTICLE 13**
5 **HEALTH AND SAFETY**
6

7 The University shall continue to comply with all applicable federal, state and
8 local occupational health and safety laws for the protection of the health and
9 safety of the employee. To this end, all employees shall receive paid health
10 and safety training for all aspects of their job.

11
12 Employees shall comply with safety rules established by the University.

13
14 The University shall continue to supply and require the use of special health
15 and safety equipment (except boots and shoes) without cost, where established
16 by law or where a need is determined by the department, Life Safety or the
17 Office of Environmental Health.

18
19 Employees are encouraged to report health and safety concerns to immedi-
20 ate supervisors. Issues will be forwarded to the appropriate office and a
21 response will be provided within a reasonable time. No employee shall be
22 punished or in any way adversely affected because he or she raises health
23 and safety concerns.

24
25 Up to three (3) bargaining unit employees selected by the union shall partici-
26 pate in the Joint Health & Safety Committee. This committee shall meet
27 periodically but at least quarterly with The Office of Environmental Health &
28 Safety and others the University deems appropriate to discuss relevant health
29 and safety concerns, to share educational information, ongoing and planned
30 safety and training programs information, and to establish joint priorities for
31 future safety and training programs. The agenda shall be set jointly in advance
32 for each meeting, and at least once each year to establish future priorities.
33 These three (3) employees shall suffer no loss of wages for time spent in such
34 meetings or training sessions during working hours. Any alleged health and
35 safety violations shall be reviewed by this committee, or discussed by the
36 Union and the University, prior to involving any outside parties.

37
38 The University shall make reasonable efforts to notify the Union of serious
39 work related accidents or illnesses that have come to the attention of Labor
40 Relations or Environmental Health and Safety.

1 The Union may file alleged violations of this Article at Step 1 of the Grievance
2 Procedure and Arbitration of this Agreement. In addition, the Union
3 and the University shall establish a joint ad hoc committee, three (3) to be
4 designated by each party, to investigate the grievance after it has been filed at
5 Step 3, unless the Union and University mutually agree to waive committee
6 involvement. Should the Committee be unable to recommend an acceptable
7 remedy to the grievance, the grievance shall be heard at Step 3 of the Grievance
8 Procedure. The Union may involve an International Health and Safety
9 Representative who may investigate the matter and/or attend the hearing. If
10 still unresolved, the grievance may be taken to arbitration.

11
12 Time spent by the Union's committee members shall be covered under the
13 provisions of Section 5 of the Grievance and Arbitration Procedure Article.

14
15 **ARTICLE 14**
16 **LAYOFF AND RECALL**

17
18 1. In the event the University should determine that a layoff is necessary, the
19 University shall have the sole discretion to determine the type, number
20 and location of the jobs to be reduced.

21
22 Indefinite Layoff

23
24 2. Notice shall be provided in the following manner to employees who have
25 completed the probationary period. A copy of the layoff letter will be
26 sent to the Union.

27
28 a. In cases of less than ten (10) years of service, employees shall receive
29 written notification within a minimum of thirty (30) calendar days
30 (not including accrued vacation time) prior to the effective date of
31 the layoff.

32
33 b. In cases of ten (10) or more years of service, employees shall receive
34 written notification of layoff within a minimum of sixty (60) calendar
35 days (not including accrued vacation time) prior to the date of layoff.

36
37 c. When minimum notification, as described above, is not possible, the
38 employee will receive, in lieu of notice, pay equal to the amount he/
39 she would have received had notice been possible, in addition to any
40 accrued vacation pay.

- 1 d. When employees receive notice of layoff as provided for above, Divi-
2 sion of Human Resources will give the employees special assistance
3 throughout the layoff period in identifying other jobs the employees
4 may be able to perform.
5
- 6 3. The about to be laid off seniority employee has the option of replacing
7 probationary employees in any classification or department provided he/
8 she meets the necessary job prerequisites.
9
- 10 4. All layoffs shall be initiated at the department level in the following
11 order:
12
- 13 a. Employees shall be laid off in line with their seniority in their wage grade
14 and classification within a department, provided the employee(s) to be
15 laid off does not have specialized knowledge or abilities required in the
16 classification which could not be met by the remaining work force.
17
- 18 b. An employee laid off under (a) above may displace the least senior
19 employee in a lower wage grade in the same classification within his/
20 her department, provided the employee who might be displaced does
21 not have specialized knowledge or abilities required in that classifica-
22 tion and not possessed by the laid off employee. An employee shall
23 not be required to fill a position with fewer than their present standard
24 hours of work.
25
- 26 When an employee moves into a new position, that employee shall be
27 placed in their corresponding pay rate within the grade.
28
- 29 c. An employee who is laid off in accordance with (a) and/or (b) of the
30 paragraphs above and whose seniority is greater than another employee
31 at the same grade or in a lower grade may make written application
32 during the 30 days immediately following notice of layoff to the Director
33 or Workforce Policy & Labor Relations listing the classifications the
34 employee believes he/she may be able to perform. Such list of clas-
35 sifications shall be considered in the following order:
- 36 • the least senior employee in the classification and grade from which
37 the employee was laid off
 - 38 • the least senior employee in other classifications at the grade equal
39 to that from which the employee was laid off
 - 40 • the least senior employee in the same classification at a lower grade
41 than that from which the employee was laid off

- the least senior employee in other classifications at a lower grade than that from which the employee was laid off

NOTE: Under the provision of section c. above:

An employee shall not be required to fill a position with fewer than their present standard hours of work. Contract College employees will not be required to fill an Endowed position and Endowed employees will not be required to fill a Contract College position.

As soon as possible but within thirty (30) calendar days from receipt of the employee's list, the University shall make the decision as to whether or not the employee is able to perform the work of the listed position either immediately or within one (1) week of appropriate familiarization, and notify him/her. Where the University determines that the employee is able to displace, the employee shall be placed in that position in keeping with the notice requirements of paragraph 2 of this Article. By mutual agreement of the parties, the time limits may be extended.

The parties agree that placement of a qualified laid off employee into an available vacancy is preferable to displacement of another employee. To that end, and in order to avoid displacing another employee, the parties agree that bargaining unit vacancies for which the laid off employee is qualified represent additional employment possibilities for consideration.

5. Return to work in formerly held classifications: When the work force increases after a layoff, employees shall be entitled to be placed in openings in accordance with their seniority provided they can perform the work. Employees who have not been returned to the highest rated wage grades and classifications worked in prior to layoff shall be returned to those wage grades and classifications as soon as an opening occurs in line with their seniority. Employees who have been placed in other departments or who have been laid off completely from the University must make a written request to initiate these rights to the Director of Workforce Policy & Labor Relations. Such rights will expire two (2) years from date of layoff. Employees who have been placed at a lower grade within the department from which they were laid off shall have such rights for three (3) years from date of layoff unless the employee fails to exercise his/her right to return to a known vacancy. Employees are presumed to be aware of positions posted in the Career Opportunities Bulletin distributed weekly by the University.

- 1 6. Whenever an employee returns from layoff to a different wage grade and
2 classification than the job held prior to layoff, the employee shall be placed
3 in their corresponding pay rate within the grade.
4
- 5 7. Benefits During Layoff: An employee on layoff is entitled to a continua-
6 tion of certain benefits for up to one year following the effective date of
7 layoff, or until comparable non-Cornell employment has been accepted,
8 whichever is sooner. The benefits are as follows:
9
- 10 • Health Insurance shall continue provided the employee maintains his/
11 her applicable premium payments.
 - 12 • The basic amount of group life insurance coverage (1/2 the annual base
13 salary) will continue. No employee contribution will be required. If
14 enrolled in the Supplemental Plan, the employee may continue coverage
15 by paying the cost of the insurance in advance.
 - 16 • Cornell Children's Tuition Scholarship benefit will continue for one
17 (1) full academic term.
 - 18 • Accidental Death and Dismemberment benefits will continue provided
19 the employee continues to make the same contributions required of
20 regular full-time and regular part-time employees.
 - 21 • Enrollment or continued participation in the extramural program (up to
22 six (6) credits per semester) for up to one (1) year or until comparable
23 non-Cornell employment is accepted whichever is sooner.
 - 24 • New York State Disability Benefits coverage will continue for a period
25 of four (4) consecutive weeks from the effective date of layoff without
26 any regular contributions.
- 27 8. Layoff and recall of specified Union representatives and officers:
28

29 The Union shall identify sixteen (16) specified Union representatives and
30 four (4) Union officers (Local Union President, Vice President, Financial
31 Secretary/Treasurer and Recording Secretary) who shall have preferential
32 seniority. Accordingly, they shall be the last employees to be laid off within
33 their respective classifications at their same grades or lower grades. In
34 the event these specified representatives and officers are on layoff, they
35 will be the first to be recalled to any unit position provided they are able
36 to perform the work.
37

38 It shall be the responsibility of the Union to maintain and update the
39 preferential seniority list and to provide a copy to the Director of Labor
40 Relations at least semi-annually. Only those employees on the preferential
41 seniority list shall be eligible for its conditions.

1 file is requested by the Union in the processing of a grievance, provided that
2 employee's file has relationship to the grievance in question.

3
4 Employees may arrange to examine materials in their personnel file by making
5 an appointment with a representative from Division of Human Resources.

6
7 Where an employee authorizes a representative to obtain information from that
8 employee's personnel file, such representative shall obtain written consent from
9 the employee for each examination of the file and/or copying of any material
10 from that file. The employee's representative shall contact a Workforce Policy
11 & Labor Relations representative of Division of Human Resources, to arrange
12 an appointment to examine the employee's personnel file. Examination of the
13 file shall be done in the presence of a Workforce Policy & Labor Relations
14 representative. All written authorizations to examine an employee's personnel
15 file shall become a part of that file.

16
17 The University shall bill the union or the employee for copying costs when
18 the request exceeds five (5) copies per year per employee.

19
20 **ARTICLE 16**
21 **TOOLS**
22

23 Employees shall not be required to use their personal hand tools in the
24 performance of their jobs unless they were told of the requirement prior to
25 acceptance of their positions. The University, through the College and/or
26 Department, shall determine the need for, type, number and quality of the
27 hand tool(s) to be used.

28
29 The University reserves the right to require the use of University-provided
30 tools. If an employee loses a University hand tool through negligence, the
31 employee shall be charged the amount of its replacement value. If an employee
32 knowingly damages a University hand tool through misuse, other than normal
33 wear, the employee shall be charged the amount of its replacement value.

34
35 The University shall be liable for lost, stolen or damaged hand tools that
36 are the personal property of employees if the employee has requested to use
37 University hand tools or has received supervisory approval for the use of
38 personal hand tools, unless the employee has failed to exercise reasonable
39 care for those hand tools. In any instance the University's liability for lost,
40 stolen or damaged personal hand tools owned by the employee shall be the
41 amount of their replacement value.

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ARTICLE 17
REQUIRED APPAREL

The University may establish reasonable rules pertaining to employee dress and may require the wearing of particularized apparel, such as a uniform.

The University shall provide such required particularized apparel. Employees permitted to wear such clothing off the premises shall be responsible for laundering. Where the employee is not allowed to wear such apparel off the premises, the University shall allow a maximum of five (5) minutes changing time at the beginning and end of each regularly scheduled shift.

Where employees are required to wash-up, they shall be given a maximum of ten (10) minutes to wash-up and change. Where a work unit has a current practice of an authorized wash-up, such practice shall be continued within the limits set forth in this Article. Extra time may be allotted at the discretion of management.

The University will make a reasonable monetary reimbursement for clothing rendered useless through unusual or accidental events on the job. The University will not reimburse employees for clothing worn out by normal wear and tear. Each case will be considered on the basis of the circumstances surrounding it. While the decision to determine the application of this provision in each case is the University's, the employee may grieve a denial to the third step of the Grievance Procedure for final disposition by the parties. Such matters shall not be arbitrable.

Where the use of safety shoes or boots is required by the department and the department chooses not to provide them, the University shall reimburse the employee for the purchase of safety boots or shoes up to one-hundred-twenty-nine dollars (\$129.00) per year for year one, and be increased by the Consumer Price Index (CPI) each year for the remainder of the agreement.

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ARTICLE 18
VEHICLE ALLOWANCE

It shall be the responsibility of the University to notify an employee prior to hire or prior to appointment to a new position if intermittent or regular access to a personal motor vehicle will be a condition of employment.

1 Intermittent Use of Motor Vehicle

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An employee shall be reimbursed for such personal vehicle in accordance with University policy in keeping with IRS regulation. The University reserves the right to verify mileage claims by reading the odometer of the vehicle used by the employee. Any falsification of mileage claims shall subject the employee to disciplinary action.

9 Regular Access to Motor Vehicle

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Regular access to motor vehicle is defined as requiring the presence of an employee's personal motor vehicle at the University during the scheduled hours of work and regularly requiring its use in excess of fifty miles per week. An employee using a personal motor vehicle under the regular access category shall be paid a monthly vehicle use allowance of one-hundred-twelve dollars (\$112.00) per year for year one, and be increased by the Consumer Price Index (CPI) each year for the remainder of the agreement. Employees who meet the requirements of this paragraph who drive less than 50 miles but more than twenty-five (25) miles per week, shall be paid a monthly vehicle use allowance of Seventy-three dollars (\$73.00) per year for year one, and be increased by the Consumer Price Index (CPI) each year for the remainder of the agreement. The monthly allowance shall be reduced by one-fourth (1/4) for each full week not worked within any calendar month. Employees currently receiving a vehicle use allowance shall continue to be paid according to the terms of the provision for Regular Access to Motor Vehicle, so long as one of the two (2) criteria set forth in this provision is maintained. Otherwise the employee shall be reimbursed under the provision for Intermittent Use as set forth above.

30 Maintenance Mechanics

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Maintenance Mechanics other than those departments that have a separate sub-council agreement shall be paid a monthly vehicle use allowance bi-weekly when they are regularly required to use their personal motor vehicle in excess of fifty (50) miles per week in the performance of their work duties. The monthly amount shall be one-hundred-six dollars (\$106.00) for year one, and be increased by the Consumer Price Index (CPI) each year for the remainder of the agreement. The bi-weekly allowance shall be reduced by one-half (1/2) for each full week not worked within each bi-weekly period

1 In all cases where employees are required to use their personal vehicles,
2 such vehicles will be registered with the University and conform with Uni-
3 versity vehicle and parking regulations. The University reserves the right to
4 provide and require the use of alternate methods of transportation other than
5 personal vehicles.
6

7 All employees required to use their personal vehicle to drive to and from
8 worksites shall be provided with appropriate permits.
9

10 **ARTICLE 19** 11 **FLEXIBLE WORKING HOURS** 12

13 The University shall consider employee requests for flexible working hours.
14 Departments shall review such requests based upon a department's determina-
15 tion that it would be able to sustain its work flow and/or meet its requirements.
16 While the decision to grant such requests is the University's, the employee may
17 grieve a denial of such a request to the Third Step of the Grievance Procedure
18 for final disposition by the parties.
19

20 **ARTICLE 20** 21 **MEAL BREAKS AND REST PERIODS** 22

23 Employees who are required to work more than six (6) consecutive hours shall
24 receive one (1) uninterrupted meal break of at least thirty (30) minutes. The
25 meal break shall be taken after the employee has worked a minimum of four
26 (4) hours. The scheduling and length of the meal break not to exceed one (1)
27 hour shall be determined by the department. The meal break shall be taken on
28 the employee's time and is not included in the standard work week.
29

30 All employees will be entitled to thirty (30) minutes of paid rest time during
31 the day. Department heads shall have the authority to establish either one (1)
32 thirty (30) minute rest period, where necessitated by departmental operations,
33 or two (2) fifteen (15) minute rest periods and to determine the scheduling
34 of such period(s).
35

36 An employee shall be entitled to take one fifteen (15) minute paid rest period
37 for each four (4) hours of overtime worked.
38

39 Lunch and rest periods cannot be accumulated.

1
2 **ARTICLE 21**
3 **CONSULTATION ON WORKING CONDITIONS**

4 Where new or additional equipment affecting employees is required, the Uni-
5 versity agrees that it will consult the affected employees as early as possible
6 prior to its purchase or rental. Where the University plans major renovation
7 and/or reorganization of the physical plant or where a permanent change is
8 considered in the location of work areas or in work procedures, the University
9 agrees that the affected employees will be consulted as early as possible prior
10 to implementation of those changes. It is understood, consultation refers to the
11 asking of advice or opinion of affected employees in such a manner so they
12 will have a meaningful effect on the decisions made by the University. The
13 employee may grieve the denial of such consultation to Step 3 of the grievance
14 procedure for final disposition by the parties. This article is not arbitrable.
15 Issues affecting health and safety and/or ergonomic considerations in the work
16 place may be brought to the joint health and safety committee.

17
18 **ARTICLE 22**
19 **LEAVE OF ABSENCE WITHOUT PAY**

20
21 Short-Term Personal Leave

22
23 All regular full-time and part-time employees may be eligible for a short-term
24 personal unpaid leave after completion of their probationary period. Short-term
25 personal leaves may be requested for up to ninety (90) calendar days. The
26 employee's position will be held open for the duration of the short-term leave.
27 The request must state the reason for the leave and the length of leave.

28
29 Requests for short-term personal leaves are granted solely at the discretion
30 of the department. Any request for a short-term personal leave which is
31 denied may be grieved directly to Step 3 of the Grievance Procedure, but
32 shall not be arbitrable.

33
34 Long-Term Personal Leave

35
36 All regular full-time and part-time employees with at least one year of continu-
37 ous service prior to the date of leave are eligible for a long-term personal unpaid
38 leave of up to a maximum length of one year. The employee's position will
39 not be held open, and there shall be no guarantee of re-employment. However,
40 employees on unpaid long-term leaves of absence may use their seniority to
41 apply for vacant bargaining unit positions in keeping with Article 10.

1 Eligible employees may be authorized to take a long-term unpaid personal
2 leave for the following reasons:

- 3
- 4 • Government service (elective office)
- 5 • Educational purposes
- 6 • Extended vacation (following five (5) years of University service)
- 7 • Sickness and disability
- 8 • Settlement of an estate
- 9 • Travel to accompany spouse on sabbatic
- 10 • Domestic responsibilities
- 11 • Other reasons deemed appropriate by the University
- 12

13 The employee is required to submit a written request for a long-term unpaid
14 personal leave through the department head to Division of Human Resources
15 stating the reason for the leave and length of leave. The request for a long-term
16 unpaid personal leave must be made at least two (2) weeks in advance of the
17 first day of leave. Whenever employees exhaust their Short-Term Disability
18 Plan benefits and application for Long-Term Disability Plan benefits is still
19 pending, the employee shall be automatically placed on a Long-Term Personal
20 Leave for the interim period up to a maximum of one (1) year.

21
22 Cornell Children's Tuition Scholarship will be continued until the end of the
23 term in which a leave begins, then discontinued until the employee returns
24 to regular University service.

25
26 Requests for unpaid long-term personal leave are granted entirely at the discre-
27 tion of Division of Human Resources. Denials shall not be unreasonable.

28 General Provisions For Short-Term And Long-Term Unpaid Personal 29 Leaves

30
31
32 Accrued vacation must be exhausted before a long term unpaid personal leave
33 begins. An employee shall not be eligible for sick leave or disability benefits
34 while on an approved unpaid personal leave. Sick leave and vacation will
35 not accrue while an employee is on unpaid personal leave. If the employee
36 returns to active employment at the University within the limits specified
37 by the unpaid leave of absence agreement, sick leave shall be restored to
38 its former level.

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40 Acceptance of any employment inconsistent with the unpaid leave will result
41 in termination of the unpaid leave and may result in discipline.

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ARTICLE 23
VOLUNTEER FIREFIGHTER AND
EMERGENCY MEDICAL TECHNICIAN LEAVE

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In the event that a volunteer firefighter and/or an Emergency Medical Technician (EMT) associated with a volunteer fire company is called to a working fire or emergency during the employee's actual scheduled working hours, the University shall compensate the employee at the employee's regular straight time hourly rate of pay only for those emergency hours which overlap the employee's scheduled hours. It is expected that the employee shall respond to a fire or medical emergency only when that individual's services are necessary. Whenever possible, the employee shall request to leave from his/her supervisor before departing the work place. The employee shall not depart from work knowing that such departure may cause or contribute to unsafe conditions at the University or damage to University property.

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If after responding to a medical emergency or fire such employee's service or presence is not required, the employee shall immediately return to the employee's work assignment, provided there is time remaining in the employee's shift.

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In the event that a volunteer firefighter and/or an EMT is required to respond to a working fire or emergency during the eight (8) hours immediately preceding the start of the employee's shift, the employee shall receive compensatory time off during the upcoming shift equal to the actual time spent in resolving the emergency or fire. In no event shall the employee receive compensatory time off for any time greater than their shift assignment for that day.

Any hours compensated under this provision shall be counted as hours paid but shall not apply to any calculations for premium pay, unless otherwise provided by this Agreement. The University shall pay or provide compensatory time off only for time spent when responding to emergency calls or fires.

The University may designate an employee as exempt from this provision if the nature of the employee's job responsibilities are such that the employee's sudden absence could create hazard or unduly disrupt University business. The University reserves the right to verify any claim or the length of any claim made by an employee under this provision.

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ARTICLE 24
INCLEMENT WEATHER

Employees required to report to or remain at work when the University has officially announced a delayed opening, a partial closing, or a University closing for inclement weather shall be paid at a rate of time and one-half (1-1/2) their regular rate for the hours worked when the University is closed and shall also receive compensatory time off for each such hour worked.

Employees who are not required to report to or remain at work shall be paid at their regular rate for the hours scheduled that day but not worked due to the closing.

Those employees on approved scheduled vacation or sick leave during such a closing shall be charged leave time, regardless of the weather conditions.

Employees who are late to work or unable to report to work due to severe weather and travel conditions may charge any such lost time to either accrued personal or vacation leave when the University has remained open, or make up the time within the same workweek at the mutual convenience of the employee and supervisor.

An employee may request to leave a work assignment early due to severe weather and travel conditions. Such requests shall be honored unless it would cause unreasonable hardship for the University and shall not be charges as an unscheduled absence.

Public Transportation/Ride Share

During inclement weather employees utilizing public transportation or a registered ride share arrangement shall not suffer loss of pay or be disciplined if they report to work within one hour of their normal starting time. For purposes of this provision, the definition of inclement weather shall include any such University announcement or a public announcement by a law enforcement agency that an official travel advisory is in effect. Employees may be required to provide proof of such conditions in questionable situations.

General Provisions

An employee's supervisor will take into consideration extraordinary weather conditions in reviewing an employee's attendance record.

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ARTICLE 28
BEREAVEMENT LEAVE

When a death occurs in an employee's immediate family, the employee shall be allowed up to a maximum of three (3) days off with pay to make funeral arrangements and/or attend the funeral or attend related services. The immediate family consists of the employee's parents, step-parents, grandparents, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandchildren, spouse (as defined by University policy), domestic partner, child, step-child, brother or sister.

For the funeral of other relatives or service as a pallbearer, an employee may be released from work with pay for a maximum of one-half (1/2) day for a local funeral, and one (1) day when the employee would have to drive twenty- five (25) miles or more from the University to attend the funeral.

Employees may be released with pay for a maximum of one-half (1/2) day to attend the funeral of a fellow employee in the immediate work unit. The University may restrict the number of employees to be released for a fellow employee's funeral. However, serious consideration shall be given to all requests.

For the death of others not listed above, or, if additional time off is needed during this period, employees may request the use of personal leave, vacation leave or leave without pay in keeping with Articles 31 and 32, respectively. Such requests will not be unreasonably denied.

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ARTICLE 29
MILITARY SERVICE LEAVE

Upon application, a military service leave without pay shall be granted to employees who enlist or are drafted into the Armed Forces of the United States.

Reinstatement and rights after reinstatement are governed by applicable federal laws. Seniority shall accumulate while an employee is on a Military Service Leave.

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ARTICLE 30
MILITARY TRAINING LEAVE

Employees who are members of the National Guard, Coast Guard, or U.S. Military Reserve units shall be granted leave with pay for training periods of more than seven (7) days on no more than two (2) occasions in a twelve (12) month period, up to a maximum of thirty (30) days in total in a twelve (12) month period. Vacation or personal leave may be used for military training in excess of thirty (30) days subject to the approval of the department head.

Whenever possible, the employee shall provide written documentation to the University at least two (2) weeks in advance of the scheduled training, specifying the reason and duration of the military leave.

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ARTICLE 31
SICK, HEALTH CARE AND PERSONAL LEAVE

Sick Leave

Sick leave permits the employee income continuation for time when they are not able to work due to their illnesses. The University reserves the right to establish attendance standards, to require medical verification of employee illness and to discipline employees for abuse of sick leave, including suspension or discharge. The University will engage in discussions with the Union prior to implementing modifications to these standards. Employees shall accrue sick leave as follows:

- Sick leave accrual is based on the number of straight time hours paid to an employee during a pay period, at the rate of .04615 hours per hour paid. Sick leave accrual begins immediately upon employment.
- If an employee is on a paid leave (for other than vacation) for more than 20 consecutive calendar days, sick leave ceases to accrue. With regard to military leave, determination for accrual shall be based on the Military Training Act. The 20 consecutive days are counted from the first day of absence.
- Sick leave accrual shall not exceed a total of seven hundred twenty (720) hours for an employee regularly scheduled to work forty (40) hours per week. All other accruals shall be prorated based upon a forty (40) hour work week.

- 1 • Sick leave cannot be taken before it is accrued.

2
3 Sick leave shall be available for only personal employee illness or em-
4 ployee dental or medical appointments which cannot be scheduled outside
5 regular working hours.

6
7 Employees should submit, with as much advance notice as possible, a leave
8 request to their supervisor for routine medical and dental appointments.

9 In the event of a medical emergency, the employee's supervisor should be
10 notified as soon as possible. When there is a reason to suspect abuse, super-
11 visors may request a physician's certificate as verification of an employee's
12 illness before approving the payment of sick leave.

13
14 To be eligible to receive sick leave pay employees must abide by the call-in
15 procedure set forth by their individual departments except when failure to
16 notify is due to circumstances beyond the control of the employee.

17
18 Upon return to work from sick leave the University reserves the right to
19 require the employee to submit medical proof of fitness for the resumption
20 of duties.

21
22 On the first day of a job related injury (i.e., workers' compensation), time
23 away from work to receive first aid treatment will be considered leave with
24 pay. However, any other lost time from work on day one will be charged to
25 the employee's sick leave.

26 Health Care Leave

27
28
29 Up to three (3) working days of accumulated sick leave may be taken with-
30 in each fiscal year in the event that an employee's full attention is necessary
31 to care for a member of the employee's immediate household, or who is a
32 member of the immediate family or a dependent. Immediate family shall be
33 restricted to those relationships identified in Article 28. Regular part-time
34 employees may take the prorated equivalent. Health care leave that is not
35 used by the end of the fiscal year will remain as unused sick leave.

36
37 Where health care leave is used for an emergency, the employee's supervi-
38 sor must be notified as soon as possible. Health care leave for purposes
39 other than an emergency requires advance permission of the employee's
40 supervisor.

1 Supervisors may require verification of the health care or emergency caus-
2 ing an employee to request use of this leave time.

3
4 Personal Leave

5
6 Up to three (3) working days of accumulated sick leave may be taken for
7 personal reasons or emergencies within each fiscal year. For employees
8 with twenty (20) or more years of continuous service, up to five (5) work-
9 ing days of accumulated sick leave may be taken for personal reasons or
10 emergencies within each fiscal year effective the beginning of the next
11 fiscal year. Regular part-time employees may take the pro-rated equivalent.
12 Personal leave may be taken only if an equal amount of sick leave has
13 accrued. Personal leave that is not used by the end of the fiscal year will
14 remain as unused sick leave.

15
16 Where personal leave is used for an emergency, the employee's supervisor
17 must be notified as soon as possible. Personal leave for purposes other than
18 an emergency requires advance permission of the employee's supervisor.

19
20 Sick leave and personal leave balances are canceled upon termination of
21 the employee and may not be taken as terminal leave. An employee shall
22 not earn or use sick/personal leave when the employee is on an unpaid
23 leave from the University.

24
25 If there is reason to suspect abuse, supervisors may require verification
26 of the personal reason or emergency causing an employee to request use
27 of Personal Leave. Employees may choose to provide verification to their
28 supervisor or a higher level of departmental supervision.

29
30 An employee shall not earn or use personal leave when the employee is on
31 unpaid leave from the University.

32
33 **ARTICLE 32**
34 **VACATION**

35
36 Employees are eligible to use accrued vacation leave after twelve (12) months
37 of continuous service at the University. However, with the supervisor's approval,
38 employees may use accrued vacation after six (6) months. If the employee
39 terminates prior to completing twelve (12) months of service, the amount of
40 vacation paid will be deducted from the employee's final paycheck. Vacation
41 shall accrue for each straight time hour worked, including paid personal leave,

1 sick leave, holidays, and vacation, according to the following rates.

2
3 Employees hired prior to July 1, 1994 are entitled to earn vacation under the
4 following schedule:

5

6 Years of Service	Vacation Earned	
7 <u>Completed*</u>	<u>Per Year</u>	<u>Vacation Factor</u>
8 1 -10	3 weeks	.05769
9 10 years	3 weeks	.06153
10	plus 1 day	.06538
11	per year	.06923
12	up to 4 weeks	.07307
13		.07692

14

15 Employees hired on or after July 1, 1994 are entitled to earn vacation under
16 the following schedule:

17

18 Years of Service	Vacation Earned	
19 <u>Completed*</u>	<u>Per Year</u>	<u>Vacation Factor</u>
20 1 - 5	2 weeks	.03846
21 6 - 10	3 weeks	.05769
22 11 or more	3 weeks plus	.06153
23	1 day per year	.06538
24	up to 4 weeks	.06923
25		.07307
26		.07692

27

28 *Years of Service Completed are based on an employee's Adjusted Service
29 Date.

30
31 Paid vacation accrual begins on the date of last hire. Employees who transfer
32 into the bargaining unit shall accrue vacation based on their Adjusted Service
33 Date. Changes in accrual rates shall be effective on the anniversary date of last
34 hire. Paid vacation may accrue to a maximum of three hundred and twenty
35 (320) hours or two (2) times the annual accrual rate, whichever is less.

36
37 Employees who do not earn their annual paid vacation accrual may request
38 unpaid vacation leave that is equal to the difference between their actual paid
39 vacation accrual and their annual vacation entitlement. Unpaid vacation leave
40 shall not accrue. All such requests shall be considered by the department in
41 keeping with business needs.

1 If a scheduled University holiday falls within an employee's vacation period,
2 the employee shall be given the holiday pay and shall not have to use vacation
3 time for that day. If an employee is on vacation when the University declares an
4 unscheduled day off (e.g., inclement weather) the employee shall continue to
5 use vacation time for that day and will not be given an additional day off.
6

7 Upon termination, an employee shall have a right to receive payment for
8 all unused vacation time, provided the employee has completed at least one
9 year of continuous service.
10

11 When an employee retires, accrued vacation may be paid in normal payroll
12 amounts and cycles until the current and accrued vacation is exhausted otherwise
13 vacation will be paid in a lump sum. Employees who receive vacation pay
14 following retirement will receive holiday pay for all holidays covered under
15 Article 33 of this Agreement which fall within the period.
16

17 Except as provided in Short-Term Disability, vacation time cannot be substituted
18 for sick leave. The supervisor has sole discretion to approve the use of vacation
19 time when employees have exhausted their accrued sick leave.
20

21 Written requests for vacation time off shall be submitted as soon as reason-
22 ably possible to the employee's supervisor. The employee shall receive a
23 copy of the approval or rejection within a two (2) week time period. Once
24 approved, the vacation time off cannot be canceled or changed without the
25 agreement of the employee.
26

27 The following procedure applies solely for the purpose of resolving conflict-
28 ing vacation requests:
29

30 Employee requests for vacation between October 1 and March 31 shall
31 be submitted in writing before September 23. Requests for the period of
32 April 1 through September 30 shall be submitted before March 23. When
33 multiple vacation requests for the same period are simultaneously received,
34 approvals will be granted by length of seniority, with the highest seniority
35 employee given first preference. Approval or denial of requests shall be
36 returned to the employee no later than March 30 or September 30. All
37 requests for vacation shall be considered by the department in keeping
38 with business needs. An exception to this procedure may be made for an
39 employee who must make a financial commitment to specific vacation
40 plans more than four (4) months in advance of the vacation date. Such
41 requests may be approved or denied based on business needs on a first

1 on that holiday. In addition, the employee shall receive compensatory time
2 off equal to the number of hours worked on that holiday, not to exceed the
3 employee's standard workday. Unused compensatory time will be paid out
4 at the end of the fiscal year.

5
6 At the discretion of the department, after advanced discussion with the em-
7 ployee, employees may receive holiday pay in lieu of holiday compensatory time
8 off. Only time worked in this option shall be used for overtime purposes.

9
10 Eligibility

11
12 To be eligible to receive holiday pay the employee must work the employee's
13 last scheduled work day prior to and the employee's next scheduled workday
14 after a holiday, unless the employee is able to substantiate, in management's
15 judgment, a reasonable cause for absence.

16
17 For each holiday period the employee must work the last scheduled work-
18 day prior to each holiday period and the next scheduled workday after each
19 holiday period. Failure to do so shall disqualify the employee for pay for one
20 holiday in the holiday period, unless the employee is able to substantiate, in
21 management's judgment, a reasonable cause for absence.

22
23 The mid-year Intersession shall include the winter holiday period (6 work-
24 ing days).

25
26 When departments or dining units are not completely shut down during the
27 mid-year Intersession period and less than the full complement of employees
28 are scheduled to work, employees may apply to their immediate supervisor
29 for time off during this period and it will be granted, in keeping with opera-
30 tional needs, in order of seniority. Employees who are on temporary layoff
31 during this period may request any unpaid workdays be charged to personal
32 or vacation leave time.

33
34 Laid off employees shall be eligible to receive holiday pay for all of the holidays
35 in the mid-year Intersession period if they meet one of the following:

- 36
37 1. They are laid off during the five (5) working days immediately prior
38 to the last day of final exams prior to the start of the mid-year Interses-
39 sion period.
40
41 2. They are laid off during the mid-year Intersession period.

- 1 3. They are recalled from layoff during the mid-year Intersession pe-
2 riod.
3
4 4. They are recalled from layoff within five (5) working days of the
5 first day of regular classes following the termination of the mid-year
6 Intersession period.
7

8 Any employee on a paid leave of absence, excluding long-term disability,
9 shall be paid for any holidays which occur during that leave.
10

11 Any employee who is scheduled to work on a holiday and fails to report to
12 work shall forfeit holiday pay and be subject to disciplinary action, unless the
13 employee is able to substantiate a reasonable cause for absence.
14

15 **ARTICLE 34**
16 **OTHER BENEFITS**

17 Endowed Employees
18

19
20 The University and the Union agree that, during the term of this Agree-
21 ment, the University will automatically extend to endowed employees
22 covered by this Agreement any adjustments made by the University in
23 the current benefit programs listed below in this paragraph which the
24 University might make for employees not covered by a collective bargain-
25 ing agreement. In the event of such changes, the University will notify the
26 Union of such changes prior to their implementation:
27

- 28 • Group Life Insurance
- 29 • Accidental Death and Dismemberment Plan
- 30 • Cornell University Retirement Plan (CURP)
- 31 • Cornell Tax Deferred Annuity Plan (Voluntary)
- 32 • Cornell Children's Tuition Scholarship Plan
- 33 • Cornell Long Term Disability Plan
- 34 • Cornell Workers' Compensation
- 35 • Cornell's Short-Term Disability Plan
- 36 • Cornell Health Care Plan
- 37 • Employee Tuition and Training Program
- 38 • Direct Deposit
- 39 • Sick Leave Conversion for Post-Retirement Health Insurance Coverage
- 40 • Cornell Break in Service Policy
- 41 • Employee Assistance Program (EAP)
- 42 • Holidays

- 1 • Vacations
- 2 • Bereavement Leave
- 3 • Family and Medical Leave Act

4

5 Statutory Employees

6

7 The University and the Union agree that, during the term of this Agree-
8 ment, the University will automatically extend to Statutory employees
9 covered by this Agreement any adjustments made by the University in
10 the current benefit programs listed below in this paragraph which the
11 University might make for employees not covered by a collective bargain-
12 ing agreement. In the event of such changes, the University will notify the
13 Union of such changes prior to their implementation.

14

- 15 • Group Life Insurance
 - 16 • Accidental Death and Dismemberment Plan
 - 17 • New York State Employees Retirement System Benefits
 - 18 • Tax Deferred Annuity Plan (Voluntary)
 - 19 • Cornell Children's Tuition Scholarship Plan
 - 20 • Long-Term Disability Plan (non-vested employees only)
 - 21 • Workers' Compensation
 - 22 • Cornell's Short-Term Disability Plan
 - 23 • Group Health Insurance:
 - 24 • The Statewide Plan or Group Health Incorporated
 - 25 • Employee Tuition and Training Program
 - 26 • Direct Deposit
 - 27 • Cornell Break in Service Policy
 - 28 • Employee Assistance Program (EAP)
 - 29 • Holidays
 - 30 • Vacations
 - 31 • Bereavement Leave
 - 32 • Family and Medical Leave Act
- 33

34 **ARTICLE 35**

35 **HOURS OF WORK AND OVERTIME**

36

37 The University reserves the right to determine and/or amend daily hours of
38 work, weekly work schedules and pay days.

39

40 While the University will make every effort to accommodate an em-
41 ployee's request to be excused, the University reserves the right to require

1 employees to work overtime or report on their scheduled hours or days off.

2
3 When feasible departments shall give employees at least one (1) week notice
4 prior to weekly work schedule changes or long-term changes in work
5 location. Except in emergency situations, no schedule shall be changed
6 for any single employee more than three (3) times in a fiscal year to avoid
7 overtime without the employee's consent. This does not apply to employ-
8 ees who are hired with the understanding that his/her position requires a
9 variable schedule.

10
11 Employees will notify their supervisor if they desire a change in schedule
12 within their department. Where feasible, departments will honor seniority
13 in scheduling within job classification for open positions and will consider
14 schedule change for other positions annually beginning in January 2010. If
15 management cannot accommodate seniority, management will explain the
16 reasons to the employee and the union, and will work with the employee to
17 avert a similar situation in the future.

18
19 Irrespective of the days worked or the number of hours worked in any one
20 day, employees shall be paid for all hours worked in excess of forty (40)
21 hours in any given work week at one and one-half times their regular rate
22 of pay. All hours paid in the work week as defined below shall be counted
23 for the purpose of computing overtime in any work week. There shall be no
24 pyramiding of overtime and/or premium pay.

25
26 Other than during emergency situations, seniority shall be respected when
27 scheduling overtime.

28
29 The work week begins at 12:00 a.m. Thursday and ends at 11:59 p.m.
30 Wednesday. Nothing contained in this Agreement shall be construed as a
31 guarantee of hours of work per day or per week or as a limitation on the
32 right of the University to require overtime.

33 34 Shift Differential

35
36 Employees who are regularly scheduled to work a shift which includes four
37 or more hours between the hours of 6:00 p.m. and 6:00 a.m. shall be paid
38 ninety cents (\$.90) per hour. Any employee who is involuntarily assigned
39 to a shift on a temporary basis for three (3) days or more in a week shall be
40 paid this shift differential. Shift differential shall be paid for the following
41 paid leave situations: vacation, holiday, sick, personal family health care
42 leave and bereavement leave.

**2009-2010 Wage Rate Schedule
Effective 07/01/2009**

	Hire Rate <u>Step 1</u>	Job Rate <u>Step 2</u>	Hire Date <u>6/30/94 and Prior</u>
S01	12.13	12.90	15.32
S02	12.49	13.30	15.86
S03	12.88	13.70	16.42
S04	13.26	14.22	17.01
S05	13.66	14.89	17.57
S06	14.72	15.46	18.30
S07	15.57	16.19	19.02
S08	16.11	16.87	19.83
S09	16.94	17.67	20.63
S10	17.77	18.38	21.49
S11	18.48	19.10	22.39
S12	19.23	19.86	23.30

19 For year two (2) of the contract base wages will increase as indicated in
 20 the schedule below or will match the increase to base wages of the salary
 21 improvement pool for non-exempt, non-bargaining unit employees for the
 22 fiscal year 2010-2011, whichever is higher. If the salary improvement pool
 23 for non-exempt, non-bargaining unit employees is higher the schedule below
 24 will change.

**2011-2012 Wage Rate Schedule
Effective 07/01/2011**

	Hire Rate <u>Step 1</u>	Job Rate <u>Step 2</u>	Hire Date <u>6/30/94 and Prior</u>
S01	12.74	13.55	16.10
S02	13.12	13.98	16.67
S03	13.53	14.39	17.25
S04	13.94	14.94	17.87
S05	14.35	15.65	18.46
S06	15.46	16.24	19.23
S07	16.36	17.01	19.98
S08	16.92	17.73	20.84
S09	17.80	18.56	21.67
S10	18.67	19.31	22.58
S11	19.42	20.06	23.53
S12	20.20	20.87	24.48

1 For year three (3) of the contract base wages will increase as indicated in
2 the schedule below or will match the increase to base wages of the salary
3 improvement pool for non-exempt, non-bargaining unit employees for the
4 fiscal year 2011-2012, whichever is higher. If the salary improvement pool
5 for non-exempt, non-bargaining unit employees is higher the schedule below
6 will change.

2010-2011 Wage Rate Schedule
Effective 07/01/2010

	Hire Rate	Job Rate	Hire Date
	<u>Step 1</u>	<u>Step 2</u>	<u>6/30/94 and Prior</u>
S01	12.37	13.16	15.63
S02	12.74	13.57	16.18
S03	13.14	13.97	16.75
S04	13.53	14.50	17.35
S05	13.93	15.19	17.92
S06	15.01	15.77	18.67
S07	15.88	16.51	19.40
S08	16.43	17.21	20.23
S09	17.28	18.02	21.04
S10	18.13	18.75	21.92
S11	18.85	19.48	22.84
S12	19.61	20.26	23.77

25 Hire Rate

26

27 All new employees in the bargaining unit shall be paid at the Hire Rate.
28 Employees will move from the Hire Rate to the Job Rate upon completion
29 of two (2) years of service.

30

31 Job Rate

32

33 All employees who are currently in the Job Rate or move into the Job Rate from
34 the Hire Rate will remain at the Job Rate for the duration of this agreement.

35

36 Hire Date 6/30/94 and Prior

37

38 Employees hired into the bargaining unit prior to and including June 30, 1994
39 are eligible for this rate. Any employee eligible for this rate shall receive the
40 corresponding rates according to the charts above, or annual increase equal to
41 the increase in each year to the wage schedule, whichever is greater.

1 to the grade and salary previously held, plus any adjustments to salary that
2 may have occurred in the meantime.

3
4 This provision is not applicable when the job description reflects a fill-in role
5 and the acting appointment is within the scope of such a role.

6
7 This provision is not applicable when an employee is temporarily assigned to
8 work with an employee (not to replace an employee) in a higher grade for the
9 purpose of providing a cross-training and development opportunity. Employees
10 shall not be disciplined for refusing such opportunities.

11
12 **ARTICLE 38**
13 **SEPARABILITY**

14
15 If any provision or part thereof of this Agreement is found to be invalid or
16 unenforceable by a final decision of a court of law or is in conflict with any
17 applicable federal or state law or regulation, such provision, or part thereof
18 shall be deemed to be deleted from this Agreement. In the event that any
19 provision, or part thereof, of this Agreement is thus rendered inoperative and
20 of no force and effect, the remaining provisions shall, nevertheless, remain
21 in full force and effect.

22
23 **ARTICLE 39**
24 **DURATION OF AGREEMENT**

25
26 This Agreement shall remain in full force and effect until 11:59 p.m., June
27 30, 2012 and, thereafter, shall be renewed from year to year unless any party
28 hereto shall notify the other party, in writing, at least sixty (60) days prior to
29 the termination date of this Agreement of its desire to change or modify in
30 any way or terminate this Agreement. Such written notice shall be sent by
31 registered or certified mail to the other party.

32
33 **ARTICLE 40**
34 **RECLASSIFICATIONS**

35
36 When an employee or group of employees, request a job reclassification
37 review, the employee(s) shall provide in writing the reason for the review to
38 the department. The Union may assist the employee(s) in any stage of this
39 process. The department shall review such request and develop in conjunction
40 with the employee(s) a revised job description if appropriate. Reasonable
41 effort will be made to complete this process within sixty (60) days. The

1 department shall forward the request to Division of Human Resources within
2 two (2) weeks of the completion of the job description. Division of Human
3 Resources will conduct a fair and objective review. Employee(s) input shall
4 be sought when appropriate. The employee(s) shall be notified of the results
5 of the review within six (6) months from the initial request.
6

7 For endowed positions which are upgraded, the employees' pay shall be
8 retroactive to the beginning of the pay period following receipt of the request
9 by Division of Human Resources and in no event more than sixty (60) days
10 after the department's receipt of the employees written request. For statutory
11 positions which are upgraded, the employees' pay shall be effective in ac-
12 cordance with established statutory procedures.
13

14 If the employee(s) wishes to appeal the results of the decision the employee(s)
15 may forward an appeal of such decision with written justification through
16 his or her department to Division of Human Resources. Such appeal shall be
17 processed in accordance with the established Compensation appeals proce-
18 dure. It is understood that when an existing job is upgraded or reclassified,
19 the employee(s) holding that position shall remain in that revised position.
20 Reviews may not be requested more than once a year unless job duties or
21 responsibilities have changed.
22

23 **ARTICLE 41** 24 **WORK PRIORITIES** 25

26 When work priorities change significantly, supervisors should discuss these
27 changes with the affected employee (s). If the employee (s) has questions
28 regarding work priorities, the employee (s) is encouraged to discuss those
29 questions with the supervisor. The employee may grieve the denial of such
30 discussion to Step 3 of the grievance procedure for final disposition by the
31 parties. This article is not arbitrable.

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ARTICLE 42
AGREEMENT

This Agreement is entered into this 13th day of July, 2009 by and between Cornell University (herein referred to as the University) and the Cornell Service and Maintenance Unit, Local 2300 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW (herein referred to as the Union).

In witness whereof, the parties hereto have executed this Agreement this 13th day of July, 2009.

Cornell University	Service and Maintenance Bargaining Unit
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29

Letter of Understanding B

Cornell University and the UAW agree to the following:

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31
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36
37
38

1. Health Insurance

The University agrees that during the life of the Benefits Advisory Committee, the Union shall have a representative on such committee.

The University agrees to continue to pay no less than 90% of the cost of single coverage and 60% of the cost of family coverage for endowed employees. The employee shall be responsible for the remainder.

2. Joint Benefits Education Committee

The University is committed to educating its employees about their available benefits, the scope and coverage of the various plans and in processing claims. To that end, the University and the Union shall form a Joint Benefits Education Committee whose purpose shall be the design of a program that will accomplish the foregoing goals. Thereafter, the University will arrange at least annually group meetings with employees to present the jointly designed education program, and make University Benefit Consultants available to individual employees on an appointment and/or scheduled drop-in visit basis.

3. Cornell/UAW Benefits and Education Representative

General Statement

The Union and the University agree to the continuation of the position "Cornell/UAW Benefits and Education Representative." A selected UAW representative will be provided unpaid time away from work in keeping with Article 8, Union Representation, to act as a benefits liaison. The liaison role will be to educate and assist UAW-represented employees in understanding and utilizing their contractual benefits. Paid time away from work will periodically be provided to fulfill jointly agreed upon responsibilities and to attend Benefits Advisory Committee meetings when the time cuts across this employee's normal work schedule.

1 **Liaison Role**

- 2
- 3 • Become acquainted with Benefits staff and their roles
- 4 • Refer employees to appropriate benefits staff
- 5 • May attend meetings, upon employee request, with benefits staff to
- 6 assist in communication
- 7 • May attend portion of WTC program, when appropriate, with UAW
- 8 members in attendance
- 9 • May assist employees in completion and processing of forms in con-
- 10 junction with Benefits staff
- 11 • Represent the UAW on the Benefits Advisory Committee and any other
- 12 joint benefits ventures
- 13 • Identify communication needs specific to UAW-represented em-
- 14 ployees
- 15 • Assist in addressing specific needs of employees for benefits educa-
- 16 tion programs
- 17 • Serve as a liaison in marketing the importance of attending education
- 18 and consultation sessions regarding benefits
- 19 • The Benefits Liaison shall meet on an as needed basis with the disability
- 20 case managers to review disability cases and return to work issues. The
- 21 University agrees to meet with the Union and benefits representative upon
- 22 request to review extended workers' compensation and disability cases.
- 23 Based on employment eligibility and business needs, the employee's
- 24 position may be held open for a reasonable period of time beyond six
- 25 (6) months. Continuation of benefits will be determined by university
- 26 policy and applicable law.

27

28 **Notes**

- 29
- 30 • It is not the intent of the liaison role to advise or act as a consultant to
- 31 the University benefits staff or the UAW-represented employees in the
- 32 selection of benefit options.
- 33 • The University shall continue to fund a paid (including all benefits) full-
- 34 time Benefits Representative. The Benefits Representative will report
- 35 to the Vice President for Human Resources or designee. Both parties
- 36 must agree on the selection of the individual to fill this role.

37

38 4. Career Development

39

40 Three representatives from the University and three representatives from

41 the Union shall meet regularly for purposes of establishing objectives and

1 goals as they relate to career opportunities and job training for employees.
2 The University and the Union, for example shall work together to identify
3 existing job families and to better communicate their prerequisite qualifica-
4 tions through job profiles to assist employees with career mobility.
5

6 The parties agree to jointly indentify individuals and jointly educate staff to
7 encourage participation in the Provisional Employment features of Article
8 10, Filling Job Vacancies.
9

10 5. Parking

11 Consistent with the parking regulations for all employees on the Ithaca
12 Campus, a free parking area will be provided for the term of the agree-
13 ment. Campus bus service which is currently free of charge for employees
14 with valid identification shall remain free of charge. The University will
15 notify the Union of any proposed changes in the parking plan and upon the
16 Union's request, will negotiate such changes prior to their implementation.
17 The union shall have a position on the University Assembly Transportation
18 Advisory Committee.
19

20
21 6. Labor/Management Commitment to Education
22

23 The University and the Union agree that training, continuous education,
24 and development of employees is of mutual benefit to the individual and
25 the University.

26 In keeping with University policies, employees are encouraged to partici-
27 pate in educational programs including jointly planned labor/management
28 initiatives.
29

30 Paid release time will be provided for jointly sponsored labor/management
31 programs with the approval of the department.
32

33 7. Job Security
34

35 Employees who are indefinitely reduced from full-time to part-time status
36 for more than ninety (90) days in one contract year shall be eligible to
37 opt for layoff and will be provided the provisions of Article 14, Layoff
38 and Recall.
39

40 The parties agree to meet approximately eighteen (18) months into the
41 contract to discuss job security issues.

1 8. Letters of Understanding and the Sub-Council Agreements are subject to
2 the provisions of Article 11, Grievance and Arbitration.
3

4 9. When the University is considering outsourcing work or contracting outside
5 vendors to perform non-incidental work or services that would otherwise
6 be bargaining unit work that may result in the layoff of a bargaining
7 unit employee, the union will be informed of the pending decision and a
8 joint UAW/Management meeting shall be convened. In the meeting, the
9 parties will attempt to find reasonable alternatives in order to keep work
10 in-house. Management will provide the Union with specific reasons for
11 the contemplation of outsourcing in advance of the meeting. If the parties
12 jointly deem it practical, a third party may be utilized to assist in proposing
13 means to enhance the feasibility of retaining the work.
14

15 When the University is considering outsourcing work or contracting
16 outside vendors to perform non-incidental work or services that would
17 otherwise be bargaining unit work that does not result in a layoff of a
18 bargaining unit employee, the University will make its best effort to inform
19 the Union of the pending decision and the university will meet with the
20 union upon request.
21

22 The University's final decision shall not be subject to the grievance and
23 arbitration provisions in the collective bargaining agreement.
24

25 10. Full-Time University Compensated Un-Elected Positions

26

27 It is agreed and understood that University compensated full-time bargaining
28 unit appointed positions shall be nominated by the Local Union and must
29 be approved by both the University and the International Union. It is also
30 understood that employees occupying these positions shall serve subject
31 to the continuing approval of both the University and the International
32 Union. Employees resigning or removed from appointed positions will be
33 returned to his/her department to the classification and grade last held by
34 the employee, bumping the least senior University employee in that clas-
35 sification and grade. Employees will be compensated at the corresponding
36 pay for the classification and grade they last occupied including any and
37 all negotiated increases.
38

- 39 • The University agrees to fund a full-time peer counselor position.
- 40 • The University agrees to fund the president's position

1 11. The University agrees to provide eighty (80) hours of paid release time
2 per year for Zone Representatives for joint training opportunities, problem
3 solving and grievance prevention.
4

5 12. Omnibus Transportation Employee Testing Act Policy
6

7 1. Change Section IV, Random Testing, of the above policy as follows:
8

9 Characteristics of Random Alcohol Testing
10

11 The number of safety-sensitive employees randomly selected for
12 alcohol testing during the calendar year shall be equal to a minimum
13 percentage rate of fifty percent (50%) of the total number of covered
14 employees subject to alcohol testing.
15

16 2. Change Section II, Reasonable Suspicion Testing, Section III, Post-
17 Accident Testing, Section IV, Random Testing and Section V, Return
18 to Duty, to reflect the following:
19

20 Any safety-sensitive employees who tests positive for drugs or who
21 undergoes breath alcohol testing which results in an alcohol concentra-
22 tion of .04 or greater as a result of a reasonable suspicion, post-accident
23 or random test shall be immediately and permanently removed from
24 their safety-sensitive position.
25

26 Any Safety-sensitive employee who undergoes breath alcohol testing
27 which results in an alcohol concentration between .02 and .04 shall
28 immediately be removed from the safety-sensitive function and shall be
29 evaluated by a Substance Abuse Professional (SAP). Such employee
30 shall be subject to Section V, Return to Duty Testing and Section VI,
31 Follow-up Testing.
32

33 13. Quarterly Meetings with Sr. Management
34

35 The Vice President for Human Resources, the Director of Workforce
36 Policy & Labor Relations, the UAW Local 2300 President, UAW Benefits
37 Representative and UAW International Representative shall meet quarterly
38 to discuss labor, training and other issues that may affect the employer/
39 employee relationship. At one of the quarterly meetings, up to 5 Union
40 Representatives and appropriate Human Resource Departmental Repre-
41 sentatives, who have knowledge of the agenda issues, may attend. It is

1 agreed that agenda issues will have been discussed at the department or
2 college level prior to this quarterly meeting. The parties will endeavor to
3 exchange items five (5) days in advance of the meeting. However, failure
4 to include an issue will not preclude discussion of that issue.
5

6 14. Job Descriptions

7
8 At the time of hire, and upon request thereafter, employees will be provided
9 with their current job description.
10

11 15. CU/UAW Joint Sustainable Employment Committee (CU/UAW JSEC)

12
13 During 2009 contractual negotiations the parties agreed to the formation
14 of a Joint Sustainable Employment Committee (JSEC) immediately upon
15 ratification of this agreement. The JSEC shall be charged with the exploration
16 and development of a sustainable fuller employment for full-time Dining
17 employees. Toward this end the JSEC will present proposals to Cornell
18 administration to assist in the accomplishment of this objective.
19

20 **Goals:**

- 21 • To provide sustainable fuller summer employment for regular Dining
- 22 employees at their regular total weekly hours of work;
- 23 • Dining will use attrition whenever possible instead of involuntary
- 24 job loss to restructure the Dining workforce;
- 25 • While we recognize that it will take time to restructure the dining
- 26 work force, the committee is charged with providing a plan of ac-
- 27 tion within nine months.
- 28 • The parties recognize and accept the following:
- 29 • Fuller sustained employment positions are important to Dining
- 30 and the Union
- 31 • Business needs for Dining must be accommodated in any plan;
- 32 • Summer, Intercession, Fall and Spring breaks are down times for
- 33 Dining;
- 34 • Student employment, temporary and contracted employees are
- 35 integral to Dining.

36
37 The JSEC shall consist of no less than 8 members, 4 from the Union and
38 4 from the University administration.

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their work unit provided the remaining employees are able to perform the work.

- b. Employees who desire to work in a temporary position at the University during this period must make that desire known, through Dining, to the Division of Human Resources to the Recruitment and Employment Center in the Division of Human Resources. Employees will be asked to make their interest known in writing, using a form that Dining provides to each employee during the summer scheduling process. The Recruitment and Employment Center shall match laid off employees to available assignments considering seniority, current classification and grade and the ability to perform the work. The University will make every effort to locate temporary employment for those affected employees. Employees hired to work in a temporary position shall be paid their regular rate of pay, but no more than the maximum of the applicable bargaining unit wage grade.
- c. Employees working in a temporary position at the University during this period, who have available vacation and sick hours and who request and are granted time off with pay, will be paid at their regular rate of pay.
- d. Employees who are in temporary positions who are not required to work on a holiday will be paid at the rate of pay the employee is receiving in the temporary position. Benefits listed in Articles 31 and 34 will continue to accrue during temporary employment. Employees will be recalled to work in their regular work unit and classification in line with seniority, provided the employees are available for work at the time of the need and are able to perform the work. In order to be recalled, employees who have requested vacation during unscheduled work periods must inform their departments of their availability for work.
- e. Employees who are hired to work in temporary positions are working in non-bargaining unit positions as defined in Article I, Recognition.
- f. Scheduling procedure in Dining:

Step 1: Dining will offer schedules to 20-year employees based on position respecting seniority.

1 Step 2: Dining will offer schedules to employees by position
2 within their home unit respecting seniority.

3
4 Step 3: Dining will offer schedules to employees by position in
5 dining respecting seniority.

6
7 g. Temporary employment in housekeeping

8
9 Referral to Housekeeping for temporary summer employment
10 will be offered within the scheduling procedure above.

11
12 Employees will be offered schedules respecting seniority and
13 based on their availability for work.

14
15 h. Release from summer employment

16
17 Dining will consider employee requests for early release from
18 their home unit to accept other temporary employment on a
19 case-by-case basis.

20
21 An employee may request summer layoff.

22
23 If an employee accepts a summer schedule with dining or
24 housekeeping, the employee shall submit a written request for
25 release from that schedule to Campus Life Human Resources
26 for approval.

27
28 i. Employees on disability or workers' compensation leave

29
30 If an employee is released from disability or workers' compensa-
31 tion leave, the employee shall provide the department one week's
32 notice of availability to return to work. The employee will be
33 returned to his/her position if available. If an employee's position is
34 not available, the employee will be placed on summer layoff.

- 35
36 • Dining recognizes the Union's concern in regard to preserving
37 12-month positions. Dining agrees to discuss this issue at the
38 regularly scheduled joint labor/management meetings.
- 39
40 • Campus Life Footwear: The Union and representative of the
Department of Campus Life shall meet to discuss footwear

1 for campus life employees. If the department chooses not to
2 provide the footwear or the employee chooses to purchase
3 their own footwear the employee shall be reimbursed eighty-
4 one dollars (\$81) per year for year one, and be increased by
5 the Consumer Price Index (CPI) each year for the remainder
6 of the agreement.

7 8 **Building Care**

- 9
- 10 • Barring major changes in business needs, the department agrees to
11 maintain a minimum of 214 full-time employees.
 - 12
 - 13 • The department shall continue to hire temporary employees as one
14 method of filling-in for absent employees. It is in the interest of both
15 parties to fill temporary positions in as timely a manner as possible.
 - 16
 - 17 • Officially, there will not be a 4 a.m shift, but periodically, managers
18 may authorize individuals to start their shifts at 4 a.m., or at other times,
19 as needed on a temporary basis.
 - 20
 - 21 • Part time employees will be offered full time positions as they arise
22 based on seniority. A part time employee who declines an offer for full
23 time will indicate (using written dept. form) if they choose to move to
24 the bottom of the seniority list or be removed from the list altogether.
25 However, employees may elect to remain in their current division
26 (contract college or endowed) and turn down a full time offer for the
27 other division, and not lose their spot on the seniority list, in order to
28 wait for an opening in their current division. At that point, the employee
29 will be placed in the next available full time position. This placement
30 may result in a different work location for the employee.
 - 31
 - 32 • The department agrees to notify the union president via telephone of
33 any probation extensions before a decision is made.
 - 34
 - 35 • When a full time need exists on a temporary basis, a reasonable effort
36 will be made to place a regular part time employee in good standing in
37 the same building into such temporary need based on seniority, prior
38 to offering the hours to a temporary employee.
 - 39
 - 40 • As discussed and clarified at sub council meetings, employees will
41 be compensated for function set-up and tear-down duties in keeping
42 with current practice.

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- If a current full time employee wishes to become part time, such request will be granted. However the employee may be assigned to a different work location. The change in appointment to part time status shall be in effect for a minimum of one (1) year. Exceptions to this shall be considered on a case-by-case basis, e.g., loss of day care, employee or family illness, etc and will be granted when possible. If the employee wishes to return to full time status, the request must be submitted in writing to the supervisor. The employee will be placed in the next available full time position. This may also result in placement for the employee in a different work location. The employee may elect to stay in the same division (i.e. contract colleges or endowed).
 - Bulletin boards are provided at all time clocks and the parties agree to jointly monitor the material on the boards. It is agreed that all postings shall be dated to indicate the "life" of such postings and that once the date expires the posting may be removed. If there is a question as to the "life" of a posting, the supervisor and steward shall discuss it prior to its removal.
 - Building Care will provide a clock list to the Union on a semi-annual basis unless otherwise requested by the UAW.
 - Efforts will be made by the Union to schedule union business leave to straddle the break or lunch period.
 - The Building Care managers agree to give as much notice as possible to employees who are moved to a different area. Additionally, the department agreed to communicate the reasons for a move to a different area whenever possible. Temporary or lower senior employees, when possible, will typically be first to regularly be assigned to another area. The department will also give consideration to employee requests to remain in an assigned area or be moved to another area. However, Building Care must retain the right to reassign employees to meet the needs of a large service department.
 - Building Care's current policy is that our more relaxed policy (shorts permitted) is in effect between the end of reunion weekend and the start of Fall classes. There have and will be occasions of unusually hot weather in the Spring and Fall when we will make an exception to this policy. Employees may bring shorts to work on days when it is expected to be hot and will be allowed to change into them if Manage-

1 ment deems it appropriate. Employees shall not be sent home for an
2 initial violation of the Building Care's dress code unless such violation
3 is of a serious nature.
4

- 5 • Building Overtime - Building overtime, other than special assignments
6 and emergency situations, shall be assigned for business efficiency
7 reasons, to the person who is regularly assigned to work the floor
8 where the overtime is available. If that person is unavailable, such
9 assignment shall be rotated by seniority within that building. If ad-
10 ditional employees are needed to work the building assignment, the
11 department shall offer the overtime to other employees in that building
12 on a rotating basis by seniority.
13
- 14 • Complex Overtime and Departmental Overtime - The department has
15 then agreed to create the following overtime assignment lists: one for
16 each complex and one for the entire department. When special assignment
17 overtime work is available within a complex, names will be selected
18 first from the complex list in which overtime is available. If no one is
19 interested the department wide list shall be used. The initial lists shall
20 be developed based on seniority and if you accept overtime, or if you
21 are asked and reject the overtime, your name moves to the bottom of
22 the list. Each manager shall maintain his/her own complex list. The
23 department list shall be maintained centrally. Every six months, all
24 Care of Buildings employees will be asked whether they are willing
25 to work overtime and the lists will be updated accordingly. As new
26 names are added to the lists they shall be slotted in order of seniority
27 into the existing list without disrupting the rotation.
28
- 29 • Building Care retains the right to assign head custodians to overtime
30 assignments only when a lead person is needed, as determined by the
31 department.
32
- 33 • It is agreed that for planned overtime projects in a particular complex,
34 the department may post a sign-up sheet at each clock for employees
35 with an interest in the overtime assignment to sign. This is in lieu of the
36 department asking each employee in the complex if they have an interest
37 in the overtime assignment. For overtime assignments in Barton Hall
38 or department-wide, the department will continue to distribute a sign-
39 up list for all employees every six (6) months. Employees who refuse
40 overtime assignments, do not show up or are late two (2) times during
41 a six (6) month period will be dropped from the overtime list.

- The department will continue to provide slip resistant boots to those employees who are required to maintain swimming pools, showers, locker rooms and employees required to strip floors. The department will consider recommendations for other types of slip resistant boots.

Statler Hotel

- For the purpose of fostering good communications, we agree to conduct quarterly meetings of a small group of bargaining unit employees representing each of the Statler departments with the Hotel School's Director of Human Resources and other invited Statler managers. The UAW will contact the Statler HR office to schedule these meetings.
- The Statler will provide ongoing diversity/inclusiveness and health/safety training and programming.
- When bargaining unit employees must be called in on a day that they had not been scheduled to work, the supervisor shall start with the senior-most employee in the job title/grade, proceeding through the list in order of seniority.
- Subject to availability and non-peak times, Statler Hotel bargaining unit employees may receive a ten percent (10%) discount on guest rooms, banquet functions and dinner/brunch in Banfi's Restaurant. The Statler employee may extend this discount to his/her immediate family (parents and children), but the Statler employee must make the room reservation and be present for the food & beverage functions.
- Statler Housekeeping room attendants are typically assigned 14 room credits per 8-hour work shift. A Tower Suite with two bathrooms will count as two credits. If someone calls off work, a room attendant might be assigned 15 room credits. Fewer rooms are assigned to room attendants who have to travel several floors to complete their rooms; or, they are assigned less "checkouts" and more "stay-overs". Room attendants who are able to clean more than 15 room credits up to Statler Standards in an 8-hour work shift will be paid an additional five dollars (\$5.00) per room credit for each room credit over 15.
- The Statler will provide for or subsidize the expense (up to \$57) of one pair of Statler-approved work shoes per year for our bargaining unit Housekeeping and Food & Beverage employees. This amount

1 shall increase by the Consumer Price Index (CPI) each year for the
2 remainder of the agreement.
3

4 **Plantations**

- 5
- 6 • Clothing & Outer Wear Allowance: All full-time and seasonal Planta-
7 tions staff who are members of the collective bargaining unit will be
8 provided with a clothing and shoe allowance of three-hundred-three
9 dollars (\$303) per year payable through the payroll system after the em-
10 ployee has completed probation. This total allowance shall be increased
11 in subsequent contract years by the rate of inflation as determined by
12 the CPI.
13
- 14 • Uniforms: Plantations will contract with the University's preferred
15 uniform supplier to provide vehicle mechanics with the standard pack-
16 age of 5 clean mechanic uniforms per week.
17
- 18 • Grandfather Clause for Seasonal Terminations: Most Plantations
19 seasonal staff are now employed on an "8+4" basis (8 months of full-
20 time work; 4 month of part-time work). This practice was developed
21 at the request of the seasonal staff to ensure that year-round work could
22 provide for year-round income, and that critical benefits coverage could
23 be maintained year-round without interruption. Seasonal staff hired
24 prior to January 1, 1999, may request to return permanently to the prior
25 practice of being terminated after 10 months of full-time seasonal em-
26 ployment. Staff exercising this "grandfather clause" option must make
27 this request in writing to the supervisor by September 1 of the year in
28 which the permanent schedule change will occur. Subsequently, these
29 staff will be provided with one opportunity to convert back permanently
30 to the standard 8+4 schedule. Again, a request to convert back to the
31 standard 8+4 schedule must be submitted in writing to the supervisor
32 by September 1 of the year in which the schedule change will occur.
33 However, it is important to note that once the conversation back to
34 the standard 8+4 scheduled is granted, that staff member is no longer
35 covered by this grandfather clause and may not request for a second
36 time to be returned to the prior practice of working 10 months full-time
37 followed by termination.
38
- 39 • New employees will retain their original date of hire, irrespective of
40 seasonal layoff.

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- If Plantations has a need to reduce staff during seasonal employment, employees shall be given a minimum of 14 calendar days notice or pay in lieu of notice.
 - Employees who are terminated or laid off at the end of a season are not eligible for continued health Insurance coverage other than those benefits covered under COBRA.
 - The Union agrees to allow Plantations to waive posting in those situations where employees are returning to the same grade and classification in subsequent seasons. However, all parties recognize that certain University procedures, such as waiver of posting policy, must be met.

15 **Mechanical Shop**

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- All mechanics who use their personal vehicles for related matters shall receive one-hundred-fifty-one dollars (\$151) bi-weekly during the first year of this contract and this allowance will increase by the CPI for the following three years.
 - Clothing/Shoe allowance: the department agrees to provide clothing and shoe allowance of three-hundred-twenty-five dollars (\$325) during the first year of the contract, and this allowance will increase by the CPI for the following three years.
 - Shift differential: all regular scheduled employees who work on weekends (6:00 PM Friday till 6:00 AM Monday) will be paid the following allowance: Employees scheduled to work four or more hours between the hours of 6:00 PM and 6:00 AM will get \$1.72 an hour increase in pay. Any employee who works during the hours of 6:00 AM till 6:00 PM will receive \$1.06 an hour increase. Employees who regularly work a shift from 6:00 AM Monday thru 6:00 PM Friday, which includes four or more hours between the hours of 6:00 PM and 6:00 AM, shall be paid an additional \$1.06 an hour. These differentials will remain in effect for the duration of the agreement. If an employee receives this shift differential, then they will not be eligible for the shift differential which is covered under Article 35 of their contract. Management will entertain suggestions from the Union to change the present method of scheduling shift employees.

- 1 • The UAW and Management will work toward an agreement on
2 implementing an apprenticeship program that will give guidelines so
3 an employee will receive the pay for the grade he is working. This
4 program will give SO10 pay for any SO08's that have completed the
5 program.
6
- 7 • When there is a business need to fill an SO10 and there are qualified
8 SO08's available to apply, the parties agree to discuss the waiving of
9 posting for such internal shop candidates in keeping with Article 10,
10 Filling Job Vacancies.
11
- 12 • All job descriptions may be submitted for review under the provision
13 of Article 40, Reclassifications.
14
- 15 • Management will review the duties as they are currently being per-
16 formed by the acting SO-12 Maintenance Mechanic. If management
17 decides there is a continuing need for the position, it will be posted and
18 filled.
19

20 **Grounds**

- 21
- 22 • Full time employees shall be provided with a clothing and shoe al-
23 lowance of two-hundred-seventy-five dollars (\$275) after they have
24 completed probation. Employees who do not choose to accept the
25 coveralls provided by the department shall be paid two-hundred-ninety-
26 seven dollars (\$297). This allowance shall be increased in subsequent
27 contract years by the rate of inflation as determined by the CPI.
28
- 29 • Asphalt Worker Shoe Allowance: A shoe allowance for the purchase
30 of flat-soled, rubber safety sneakers or shoes will be made to full time
31 employees of our construction crew who, as determined by our Con-
32 struction Manager, are designated to be regularly engaged in asphalt
33 paving work causing premature demise of their work shoes. This shoe
34 allowance will be three-hundred-fourteen dollars (\$314) for the first
35 year of the contract and will be adjusted for inflation by the CPI in
36 subsequent contract years. Full time employees who have assignment
37 changes eliminating their regular asphalt paving duties will receive the
38 allowance indicated in bullet #1. Full time staff who are newly assigned
39 to begin regular asphalt paving duties in subsequent contract years will
40 receive the difference between their current allowance (under bullet
41 #1) and the asphalt worker allowance.

- 1 • Overtime After Eight (8) Hours: For emergency situations other than
2 snow, employees who are called in after 11:00 P.M prior to a normal
3 workday may choose to do one of the following if they work five (5)
4 or more hours:
5
6 • Work for up to four (4) hours in their next scheduled shift
7 • Work for up to four (4) hours in their next scheduled shift and
8 supplement the remaining hours in that shift with personal time or
9 vacation accruals.
10 • Leave after the emergency leave is over and use personal leave or
11 vacation accruals to cover the hours remaining in their next scheduled
12 shift.
13
14 • Management will post any second shift (3:00 – 11:30 PM) schedule as
15 of September 1st. Qualified employees will be eligible to bid on this
16 shift based on seniority. Criteria will be established to more specifically
17 define qualifications for working on this shift.
18
19 • Grounds employees who work four (4) or more hours between the
20 hours of 6 PM and 6 AM shall receive the negotiated shift differential
21 as described in Article 35, Hours of Work and Overtime.
22

23 **Harford Teaching & Research Center**

- 24
25 • Employees working at the Harford Teaching and Research Center shall
26 receive combined clothing and shoe allowance of three-hundred-twenty-
27 five dollars (\$325) for year one of the agreement. This allowance shall
28 be increased in subsequent contract years by the rate of inflation as
29 determined by the CPI.
30
31 • The negotiated clothing allowance will be added to the employee's
32 regular paycheck and taxed accordingly. This allowance will be issued
33 by the middle of August of each contract year.
34
35 • Employees may choose to reduce the tax implication by adjusting their
36 W-4 form for the pay period in which the allowance is included in their
37 regular check.
38
39 • Employees may shop for clothing and shoes anywhere they choose.
40
41 • Leather steel toed or non-metallic protective toe shoes are required but

1 employees have the choice in style. Steel or non-metallic protective toe
2 boots that are designed to be worn without shoes are also acceptable.

- 3
- 4 • All available non-emergency overtime work will be posted and allocated
5 based on seniority regardless of shift.
- 6

7 **CU Hospitals for Animals – Staff Coverage Procedures for Equine Farm** 8 **Animal Hospital and Companion Animal Hospital**

9 10 Procedures:

11 1. Staffing Coverage

12 Background – The Cornell University Hospital for Animals consists
13 of several 24/7 units, which requires coverage 24 hours a day, 7
14 days a week by staff who support those units. To meet expectations
15 of superior patient care, animal care staff may be asked to work
16 weekends, holidays, or other shifts/days normally scheduled off in
17 order to meet business/staffing needs.

18 a. All regular union staff members will be on a rotation list, which
19 will be based on seniority. The animal care supervisor is respon-
20 sible for maintaining the rotation list.

- 21 • Two separate rotation lists will be maintained. One for holi-
22 days and one for regular (non-holiday) work days (Monday
23 through Sunday).

24 b. Individuals providing staffing coverage will receive the option
25 of selecting either: a.) pay for the time worked or b.) time off
26 (equivalent to the hours worked) within the same pay week.

- 27 • The staff member covering the shift will receive overtime
28 pay if the total hours worked during that pay week exceed
29 40 hours.

30 2. Rotation Process

31 a. Union staff members will rotate on the list based on seniority.
32 The initial list established will begin with the most senior union
33 staff member and continue with the remaining staff members
34 in order by seniority.

35 ii. Should a staff member decline, the next staff member on the list
36 will be offered the opportunity to work. The staff member who
37 declined will be moved to the bottom of the list and contacted
38 the next time the list rotates back to his/her name.

- 39 • Staff members have the right to refuse/decline the request
40 to provide staff coverage.

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- iii. If the scheduling effort is being done by phone, a no answer or busy signal equates to “not available” and the next staff member on the list will be called. The list will be noted that the attempt to contact was made. The staff member who was not available will be moved to the bottom of the list and contacted the next time the list rotates back to his/her name.
 - iv. Continue down the list until required staffing is obtained.
 - v. After required staffing is obtained, the next person on the list becomes the first person called for the next rotation process to cover staffing needs.
 - vi. Casuals or temporary staff will be contacted only after exhausting all regular staff members on the rotation list.
- b. In the event that staff coverage becomes mandatory as a result of all staff declining the request to provide coverage, the least senior union staff member will be required to provide coverage. In this case, the individual will receive the option of selecting either: a.) pay for the time worked or b.) time off (equivalent to the hours worked) within the same pay week.
- i. The staff member covering the shift will receive overtime pay if the total hours worked during that pay week exceed 40 hours.

APPENDIX A CLASSIFICATIONS

Animal Attendant

Animal Science, Athletics, CARE, CU Hospital for Animals, Psychology, Vet Clinical Sciences

Baker

Campus Life, Statler Hotel and Conference Center

Bellperson

Statler Hotel and Conference Center

Boat Rigger

Athletics

Bus Driver

CU Transit

Clinic Aide

CU Hospital for Animals

Cook

Campus Life, College of Arts & Sciences, ILR Conference Center, Statler Hotel and Conference Center

Cook, Short Order

Campus Life, Statler Hotel and Conference Center

Crew Leader

Grounds, Cornell Plantations

Custodian

Building Care, Campus Life, Dean of Students, Vet Microbiology-James A Baker Institute, Laboratory of Ornithology, Statler Hotel and Conference Center

Custodian, Head

Building Care, Campus Life, Lab of Ornithology, Vet Microbiology-James A Baker Institute, Statler Hotel and Conference Center

Dairy Worker

Animal Science

Delivery Driver

Campus Life, Courier Garage, Food Science, Lab of Ornithology, Mail Services

Dish Machine Operator

Campus Life, Statler Hotel and Conference Center

Digital Copy Operator

Print Copy

Dispatcher

Facilities Management

Equipment Operator

Cornell Plantations, Grounds, Vet Medicine – Bio Safety

Field Assistant

Animal Science, Cornell Plantations, Crop & Soil Sciences, CU Agriculture Experiment Station, Entomology, Farm Services, Horticulture, Plant Breeding

Food Service Worker

Campus Life, ILR Conference Center, Statler Hotel and Conference Center

Gardener

Cornell Plantations, Grounds

Greenhouse Grower

CU Agriculture Experiment Station

Greenhouse Grower, Head

CU Agriculture Experiment Station

Groundsworker

Athletics, Grounds

Lab Attendant

Molecular Biology & Genetics, Vet Biomedical Sciences, Vet Microbiology-James A. Baker Institute, Vet Molecular Medicine

Mail Preparation Assistant

Mail Services

Maintenance Mechanic

Animal Science, Athletics, Building Care, Campus Life, Cornell Plantations, Dean of Students, Facilities Management, Lab of Ornithology, Parking & Commuter, Plant Biology, School of Hotel Administration, Statler Hotel and Conference Center, Vet Microbiology-James A. Baker Institute

Material Handler

Athletics, Campus Life, Cornell Business Services, CU Hospital for Animals, Grounds, Laboratory of Atomic and Solid State Physics, Planning, Design and Construction, School of Industrial and Labor Relations, Statler Hotel and Conference Center, University Press, Vet Facilities Services, Vet Laboratory Animal Services

Milk Plant Worker

Food Science

Orchard Worker, Head
Horticulture

Print Machine Operator
Print Copy

Rink Assistant
Athletics

Vehicle Mechanic
Animal Science, Courier Garage, CU Agriculture Experiment Station, Grounds,
Cornell Plantations, Crop & Soil Sciences, Mail Services, Plant Breeding,
Fleet Operations, Veterinary POP Medicine

Waitperson
Statler Hotel and Conference Center

APPENDIX B GRADE LEVELS AND CLASSIFICATIONS

SO01
Food Service Worker
Laboratory Attendant

SO02
Bellperson
Custodian
Dish Machine Operator
Food Service Worker
Waitperson

SO03
Clinic Aide
Custodian
Food Service Worker
Laboratory Attendant
Material Handler

SO04
Animal Attendant
Cook

SO04 continued
Cook, Short Order
Custodian
Custodian, Head
Dairy Worker
Delivery Driver
Field Assistant
Food Service Worker
Grounds Worker
Laboratory Attendant
Mail Preparation Assistant
Maintenance Mechanic
Material Handler
Rink Assistant
Vehicle Mechanic

SO05
Animal Attendant
Custodian, Head
Dairy Worker
Delivery Driver

SO05 continued

Field Assistant
Grounds Worker
Laboratory Attendant
Mail Preparation Assistant
Maintenance Mechanic
Material Handler
Vehicle Mechanic

SO06

Animal Attendant
Baker
Cook
Custodian, Head
Dairy Worker
Digital Copy Operator
Equipment Operator
Field Assistant
Gardener
Mail Preparation Assistant
Material Handler

SO07

Animal Attendant
Cook
Dairy Worker
Delivery Driver
Dispatcher
Duplicating Machine Operator
Field Assistant
Greenhouse Grower
Maintenance Mechanic
Material Handler
Milk Plant Worker
Orchard Worker

SO08

Animal Attendant
Baker
Bus Driver
Cook

SO08 continued

Digital Copy Operator
Dispatcher
Equipment Operator
Field Assistant
Gardener
Greenhouse Grower, Head
Maintenance Mechanic
Orchard Worker, Head

SO09

Boat Rigger
Gardener
Maintenance Mechanic
Material Handler
Milk Plant Worker
Print Machine Operator
Vehicle Mechanic

SO10

Crew Leader
Gardener
Greenhouse Grower, Head
Maintenance Mechanic
Material Handler
Orchard Worker, Head
Print Machine Operator
Vehicle Mechanic

SO11

Gardener
Maintenance Mechanic
Vehicle Mechanic

SO12

Sr. Maintenance Mechanic
Maintenance Mechanic
Vehicle Mechanic

SO12

Sr. Maintenance Mechanic

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2009

January							February							March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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2010

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Calendar

2011

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2012

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30																												

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Cornell University

2009-2012 AGREEMENT BETWEEN

CORNELL UNIVERSITY

AND

CORNELL SERVICE AND MAINTENANCE UNIT

UAW

LOCAL 2300

UAW OFFICE, 272-4108

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