



AGREEMENT BETWEEN

CORNELL UNIVERSITY

AND

**INTERNATIONAL SECURITY, POLICE, AND
FIRE PROFESSIONALS OF AMERICA LOCAL
502**

OCTOBER 1, 2021—SEPTEMBER 30, 2025

TABLE OF CONTENTS

<u>TITLE</u>	<u>ARTICLE</u>	<u>PAGE</u>
PURPOSE AND INTENT		1
RECOGNITION	1	1
TERMS OF AGREEMENT	2	1-2
UNION SECURITY AND MEMBERSHIP	3	3-4
MANAGEMENT RIGHTS	4	4-5
NO STRIKE GUARANTEE	5	5-6
GRIEVANCE PROCEDURE AND ARBITRATION	6	6-10
DISCIPLINE AND DISCHARGE	7	10-11
SENIORITY	8	11-13
LAYOFF AND RECALL	9	13-14
DEPARTMENTAL INVESTIGATIONS	10	14-15
PRODUCTIVITY	11	15
WORK FORCE CHANGES	12	15
HUMAN RESOURCE RECORDS	13	15-16
FAIR EMPLOYMENT PRACTICES	14	16
HEALTH AND SAFETY	15	17
HEALTH AND PERSONAL LEAVE	16	17-18
VACATION	17	18-19
MILITARY TRAINING LEAVE	18	19-20
HOLIDAYS	19	20-21
HOURS OF WORK, OVERTIME AND PREMIUM PAY	20	21-23
MEAL BREAK AND REST PERIOD	21	24
WAGES	22	25
SEPARABILITY	23	26

TITLE	ARTICLE	PAGE
OTHER BENEFITS	24	26-27
VOLUNTEER FIREFIGHTER AND EMERGENCY MEDICAL TECHNICIAN LEAVE	25	27-28
UNIFORMS AND EQUIPMENT	26	28-29
DIRECT DEPOSIT	27	29
DURATION OF AGREEMENT	28	31
SIDE LETTER OF AGREEMENT LABOR/MGMT COMMITMENT TO EDUCATION		32
SIDE LETTER OF AGREEMENT LABOR/MGMT COMMITTEE		32
SIDE LETTER OF AGREEMENT FLEX TIME		32

1
2
3 **PURPOSE AND INTENT**

4 This agreement is between Cornell University, hereinafter referred
5 to as the University, and the International Security, Police and
6 Fire Professionals of America (SPFPA) Union, and its Local 502,
7 hereinafter referred to as the Union. It is agreed by the University and
8 the Union that the purpose of this agreement is to promote harmonious
9 labor relations between the University and the Union; assure efficient,
10 economical and uninterrupted operations; establish fair wages, hours
11 and working conditions of employment; to establish equitable and
12 peaceful procedures for the resolution of differences and to set forth
13 the entire agreement between the University, the Union and employees
14 in the Transportation Services Department.

15 It is recognized by the agreement to be the duty and obligation of the
16 University and of the Union to cooperate fully for the advancement of
17 said purposes and conditions.

18
19 **ARTICLE 1**
20 **RECOGNITION**

21
22 The University recognizes the International Security, Police and Fire
23 Professionals of America (SPFPA) Union, and its Local 502, as the
24 exclusive bargaining representative for the purpose of collective
25 bargaining with respect to salaries, wages, hours and all other terms
26 and conditions of employment of all employees in the bargaining
27 unit as certified by the National Labor Relations Board, Case # 3 -RC
28 -11447, dated July 29, 2004.

29
30 The unit shall consist of all regular full-time and regular part-time*
31 Transportation Services Representatives (TSRs) at employee level 1,
32 2 and 3 working at the main campus of Cornell University in Ithaca,
33 New York; excluding all office, clerical, professional and technical
34 employees, students and other temporary employees and all other
35 employees.

36
37 *Regular full-time employees shall be those defined as scheduled to
38 work a minimum of thirty-five (35) hours per week. Regular part-time
39 employees shall be defined as scheduled to work a minimum of twenty
40 (20) hours but less than thirty-five (35) hours per week.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

ARTICLE 2
TERMS OF AGREEMENT

26 This agreement expresses the full, complete and final agreement of the
27 parties for the duration hereof. It cancels and supersedes any and all
28 agreements and understandings that may have been in effect previously
29 and this agreement may be amended only by mutual agreement
30 of the parties in writing. The parties acknowledge that during the
31 negotiations which resulted in this agreement, each had the unlimited
32 right and opportunity to make demands and proposals with respect to
33 any subject or matter not removed by law from the area of collective
34 bargaining, and that the understandings and agreements arrived at by
35 the parties after the exercise of that right and opportunity are set forth
36 in this agreement. Therefore, the University and the Union for the life
37 of this agreement, voluntarily and unqualifiedly waive the right, and
38 each agrees that the other shall not be obligated, to bargain collectively
39 with respect to any subject or matter referred to or covered in this
40 agreement, except as expressly provided in this agreement, or with
41 respect to any subject or matter not specifically referred to or covered
42 in this agreement, even though such subject or matter may not have
43 been within the knowledge or contemplation of either or both parties at
44 the time that they negotiated or signed this agreement. The execution
45 of this agreement shall not result in any abridgment of the rights held
46 by management or the union, except as otherwise modified by this
47 agreement.

48 For purposes of negotiating a successor agreement, the University
49 shall reimburse up to five (5) employees, designated by the National
50 Union, for all negotiating sessions as a result of lost work time during
51 negotiations with the University. This payment will be to all the
52 employees, but will not exceed a total of forty-five (45) hours per
53 employee.

54
55
56
57
58
59
60
61
62

ARTICLE 3
UNION SECURITY AND MEMBERSHIP

63 Any employee who is not a member of the Union at the time this
64 Agreement becomes effective shall become a member of the Union
65 within ten (10) days after the thirtieth (30) day following the effective
66 date of this Agreement or within ten (10) days following employment,
67 whichever is later, as a condition of continued employment, and shall
68 remain a member of the Union, to the extent of paying an initiation fee

1 and membership dues uniformly required as a condition of acquiring or
2 retaining membership in the Union, for the duration of this Agreement.
3

4 Employees meet the requirement of being members of the Union,
5 within the meaning of this Article, by tendering the periodic dues
6 and initiation fees uniformly required as a condition of acquiring or
7 retaining membership in the Union or, in the alternative, by tendering to
8 the Union financial core fees and dues, as defined by the U.S. Supreme
9 Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963)
10 and *Beck v. Communication Workers of America* 487 U.S. 735 (1988).
11

12 The University will deduct from wages of any employee covered by this
13 Agreement said employee's dues and initiation fees as a member of the
14 Union upon receiving the employee's individual written authorization
15 for the University to make such deductions signed by the employee.
16 Authorization forms are to be provided by the Union. The University
17 will pay to the proper officers of the Union the wages withheld for
18 such dues and initiation fees. The remittances shall be accompanied
19 by a list showing individual names, social security numbers, dates
20 hired, and amounts deducted. The University shall make its best
21 efforts to mail the total remittance to the proper officers of the Union
22 not later than five (5) days after the date of the deduction. The Union
23 shall advise the University of the amount of initiation fees and dues
24 to be deducted. Payment for membership dues shall not be required
25 as a condition of employment during leaves of absence without pay
26 in excess of thirty (30) days. The University will notify the Union of
27 newly hired employees covered by the Agreement, including the name,
28 social security number, address, job classification and hire date of such
29 employee on a monthly basis.
30

31
32 In the event the Union requests the discharge of an employee for failure
33 to comply with the provisions of the Article, it shall serve written
34 notice on the Employer requesting that the employee be discharged
35 effective no sooner than two (2) weeks after the date of that notice.
36 The notice shall contain the reason for discharge. In the event the
37 Union subsequently determines that the employee has remedied the
38 default prior to the discharge date, the Union will notify the Employer
39 and the employee, and the Employer will not be required to discharge
40 that employee.
41
42

1 Anything herein to the contrary notwithstanding an employee shall not
2 be required to pay money to the Union or become a member of, or
3 continue membership in, the Union as a condition of employment, if
4 employed in any state, in any location other than an enclave wherein
5 exclusive federal jurisdiction applies, which prohibits or otherwise
6 makes unlawful payment to a labor organization or membership in a
7 labor organization as a condition of employment.

8
9 The Union agrees to indemnify and save the University harmless
10 against any claim, suits, judgments, or liabilities of any sort whatsoever
11 arising out of the University's compliance with the provisions of this
12 article.

13
14 **ARTICLE 4**
15 **MANAGEMENTS RIGHTS**
16

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

- 24
25 1. determine the mission, purposes, objectives, policies, and
26 programs of the institution;
27
28 2. determine the facilities, methods, standards, and means of
29 operation, and number and qualifications of personnel required
30 for the conduct of its program;
31
32 3. determine and/or alter work schedules, hours of employment, and
33 the duties, responsibilities and assignments of employees with
34 respect hereto;
35
36 4. recruit, hire, approve, train, retain, evaluate, transfer, promote,
37 demote, layoff and recall employees;
38
39 5. determine or change job content, classify or reclassify positions
40 and allocate or reallocate new or existing positions;
41
42

- 1 6. discipline or discharge employees in accordance with the
2 provisions of this Agreement and rules and regulations
3 promulgated hereunder;
4
5 7. promulgate, modify and enforce rules and regulations and
6 qualitative and quantitative standards of performance;
7
8 8. although the University retains the right to subcontract unit work,
9 the University agrees that it will make reasonable effort to avoid
10 employee layoffs where sub-contracting may eliminate unit jobs;
11 and,
12
13 9. change existing, or introduce new equipment, operations,
14 methods, processes, means or facilities as determined to be in the
15 best interest of the University.
16

17 Nothing contained herein shall constitute a waiver of the right of the
18 University to exercise other normal functions of management not
19 enumerated above. Furthermore, the exercise or non-exercise of rights
20 hereby retained by the University shall not be deemed a waiver of any
21 such right or prevent the University from exercising such rights in any
22 way in the future.
23

24 **ARTICLE 5**
25 **NO STRIKE GUARANTEE**
26

27 Under no circumstances shall the Union, its officials, its employees, its
28 affiliates, or its members, directly or indirectly cause, instigate, permit,
29 support, encourage or condone, nor shall any employee or employees,
30 directly or indirectly, take part in any action against or interference
31 with the operations of the University such as a strike, work stoppage,
32 sit-down, stay-in, slow-down, curtailment of work, restriction of
33 production, or any picketing, patrolling or demonstrations at any
34 location whatsoever during the term of this Agreement.
35

36 In the event of any such action or interference, and on notice from the
37 University, the Union without any delay shall take whatever affirmative
38 action is necessary to prevent and bring about the termination of such
39 action or interference. Such affirmative action shall include immediate
40 disavowal and refusal to recognize any such action or interference and
41
42

1 the Union immediately shall instruct any and all employees to cease
2 their misconduct and inform them that their misconduct is a violation
3 of the Agreement subjecting them to disciplinary action, including
4 discharge.

5
6 Nothing herein shall preclude the University from seeking legal or
7 other redress of any individual who has caused damage to or loss
8 of University property or from taking disciplinary action, including
9 discharge, against any employee. Any such disciplinary action
10 taken shall not be reviewable through the grievance and arbitration
11 procedures, except for the fact question of whether the employee took
12 part in any such action or interference.

13 The University agrees that it will not lock out its employees during the
14 term of this Agreement.

15
16 **ARTICLE 6**
17 **GRIEVANCE PROCEDURE AND ARBITRATION**

18
19 This Article establishes the exclusive procedure for the processing and
20 settlement of grievances. All grievances shall be processed solely in
21 accordance with the procedures set forth in this Article. A grievance
22 is defined as any dispute or claim arising out of or relating to the
23 interpretation or application of this agreement.

24
25 The parties agree to encourage discussions between employees and
26 supervisors prior to implementing the official steps as outlined in this
27 Article.

28
29 The parties agree that legal counsel shall not attend grievance hearings
30 through Step Three of the formal process.

31
32 When employees are required to attend a grievance hearing as a
33 grievant, University witness, or Union representative, they will only
34 be paid for the time spent in attending grievance hearings when such
35 time coincides with their regularly scheduled working hours. When
36 a grievance is filed by more than one employee, the grievance will
37 identify one of those employees who shall represent the class of
38 grievants at each step of the grievance procedure. Neither party shall
39 be responsible for the expense of witnesses called by the other party,
40 including lost work time.

1 Without a compelling reason for absence, a grievance will be dismissed
2 when the grievant fails to be present at any one of the hearings of the
3 steps of the grievance procedure.
4

5 “Working day” within the meaning of this Article is defined as Monday
6 through Friday, excluding all paid holidays. Whenever the University
7 fails to meet the time limits required in this Article, the grievance at
8 issue may be appealed to the next step. Whenever the Union or grievant
9 fails to meet the time limits required in this Article, the grievance shall
10 be regarded as settled on the basis of the University’s last response or
11 position. Initial steps and time limits of this Article may be waived by
12 mutual written agreement, of the Union and the University.
13

14 No Step One or Step Two grievance settlement shall establish precedent
15 or practice for either the Union or the University. A grievance may be
16 withdrawn at Steps One or Two without prejudice or precedent.
17

18 When the Union alleges that the University has violated a specific
19 provision or provisions of this agreement, so as to allegedly violate
20 employees’ rights under the terms of the agreement, the Union may
21 initiate a grievance at Step Three of this procedure.
22

23 No employee shall be discriminated against for participating in the
24 grievance procedure.
25

26 It shall be the employee’s obligation to indicate whether or not the
27 employee wants Union representation during the grievance procedure.
28 If the employee does not wish representation, the employee must
29 notify the Union and the University in writing of their intent. A Union
30 representative must be present at all other steps except Step One of the
31 grievance procedure.
32

33 At each step of the grievance procedure, each party shall present the
34 facts and documents known to the party at the time to support its
35 position on the grievance. Additional information requested by either
36 party in writing shall be provided in keeping with applicable labor
37 law prior to the next step of the grievance procedure.
38
39
40
41
42

1 The steps of the grievance procedure shall be:

2

3 **Step One**

4 An employee or the union shall file a grievance, no later than ten (10)
5 working days from the date of the condition, circumstance or occurrence
6 which gives rise to the grievance, with the employee's supervisor. The
7 grievance must be written on a grievance form identifying the specific
8 Article(s) alleged to have been violated, the remedy sought by the
9 grievance, the identity of the principal parties and witnesses involved,
10 the date of the occurrence, and a short description of the occurrence. It
11 shall be filed with the grievant's supervisor who shall sign and date its
12 receipt. The supervisor may schedule the grievance meeting and may
13 respond in writing within five (5) working days of the request.

14

15 **Step Two**

16 If no mutually acceptable resolution of the grievance results, the
17 employee may proceed to Step Two by appealing the Step One answer
18 to the department head or designee no later than five (5) working days
19 from receipt of the Step One answer. The department head or designee
20 will schedule and hear the grievance within five (5) working days
21 from receipt of the Step Two appeal. Such hearing may be waived by
22 mutual agreement of the parties and the grievance moved to Step 3. A
23 written response, including the basis for the decision, may be given by
24 management to the grievant and Union representative within five (5)
25 working days from the date of the Step Two hearing.

26

27 **Step Three**

28 In the event that the grievance remains unresolved to the satisfaction
29 of the union, the President of the Local Union, or his/her designee,
30 may appeal it to Step Three by filing a written appeal with the Office
31 of Workforce Policy and Labor Relations no later than five (5) working
32 days from receipt of the Step Two answer. A representative of the
33 Office of Workforce Policy and Labor Relations shall schedule and hear
34 the grievance within ten (10) working days of receipt of the appeal and
35 shall respond in writing within ten (10) working days thereafter. Such
36 response shall include a decision granting or denying the grievance and
37 the basis for the decision.

38

39 **Step Four**

40 If the grievance remains unresolved to the satisfaction of the Local
41 Union, or if the Union perceives that the settlement offer is a violation

42

1 of the terms or conditions of the agreement, the Union may, in its
2 sole discretion, forward the grievance to the Union Regional Vice
3 President and request arbitration of the matter by submitting that
4 demand in writing to the American Arbitration Association within
5 Thirty (30) working days of the issuance of the Step Three response.
6 A copy of the demand shall be sent to the Office of Workforce Policy
7 and Labor Relations at that same time. The selection of an arbitrator
8 and arbitration proceedings shall be conducted under the then current
9 Labor Arbitration Rules of the American Arbitration Association.

10

11 The jurisdictional authority of the arbitrator is defined and limited to
12 the determination as to whether; in a disciplinary grievance, there was
13 just cause for the disciplinary action. If there was not just cause, any
14 award of back pay should be limited to the amount of wages that the
15 employee otherwise would have earned, less any other compensation
16 including but not limited to unemployment compensation. In no event
17 shall an arbitrator's award be retroactive to a date earlier than ten
18 working days prior to the date the grievance was first presented or the
19 date the contract grievance occurred, whichever is later. In a contract
20 grievance, the authority of the arbitrator is limited to the determination
21 as to whether there has been a violation(s) of the provision or
22 provisions of the agreement as set forth in the written grievance and
23 the arbitrator shall have no power to add to, subtract from or modify
24 any of the terms of this agreement. The arbitrator shall render his/her
25 decision within thirty (30) days from the last hearing date or the due
26 date for briefs, whichever is later. The decision of the arbitrator shall
27 be based exclusively on evidence presented at the arbitration hearing(s)
28 and shall be final and binding on all involved parties.

29

30 The parties shall bear their own expenses and share in the arbitrator's
31 fee and expenses equally. Each party shall be responsible for the
32 expenses of its witnesses and representatives. Each party may be
33 represented by counsel at the arbitration hearing.

34

35 **Grievance Mediation**

36 Upon mutual agreement, the University and the Union may request
37 a Federal Mediator from the Federal Mediation and Conciliation
38 Service for the purpose of grievance mediation. This process may be
39 implemented with mutual agreement prior to filing for Arbitration, or
40 in the time frame between the filing for Arbitration and the Arbitration
41 proceedings. In the event Grievance Mediation is chosen prior to

42

1 filing for Arbitration, the time limits for filing for Arbitration will
2 be extended to accommodate the Grievance Mediation process. The
3 decision/ recommendations of the Federal Mediator shall not be
4 binding on either party and may not be introduced in any subsequent
5 arbitration proceedings.

6
7 **ARTICLE 7**
8 **DISCIPLINE AND DISCHARGE**
9

10 The University and the Union agree to a procedure of progressive
11 discipline. The parties adhere to the principle that discipline has the
12 objective of improving the future performance of the employee.

13
14 The University and the Union recognize the sensitive nature of the
15 disciplinary process and to that end, will strive whenever possible,
16 to handle all disciplinary matters in a private setting with relevant
17 personnel only.

18 Employee counseling and attempts to resolve matters of discipline
19 informally, including referral to the Faculty Staff Assistance Program
20 (FSAP), do not constitute discipline, nor do they constitute a part of the
21 disciplinary procedure.

22
23 A non-probationary employee may be disciplined or discharged only
24 for just cause. Unless circumstances warrant otherwise, an employee
25 will be given twenty-four (24) hours advance notice of the investigatory
26 interviews with them that may lead to their discipline.

27
28 Disciplinary penalties may include a verbal warning, written
29 reprimand, suspension, discharge or any combination thereof and shall
30 correspond to the severity of the matter. Demotion shall not be used as
31 a disciplinary penalty.

32
33 Situations involving major infractions or offenses shall be exempted
34 from progressive discipline and may subject an employee to discipline,
35 including discharge, regardless of the employee's prior record.

36
37 Disciplinary actions may be initially grieved at Step Two of the
38 grievance procedure as set forth in Article 6, Grievance Procedure and
39 Arbitration.

40
41 All written statements regarding discipline shall be provided to
42 the employee and shall include the reasons for the discipline. The

1 employee must sign the statement to acknowledge receipt of the
2 document. If the employee is unable or unwilling to sign the statement,
3 a union representative for that department shall sign on behalf of the
4 employee. No written statements, notes or other information that
5 negatively impact an employee will be placed in their personnel file
6 without providing the employee with a copy.

7
8 An employee may not be disciplined or discharged for an infraction
9 that occurred more than one (1) year before the date of the intended
10 disciplinary action, unless that infraction would normally warrant
11 immediate suspension or discharge or would be considered to be a
12 violation of penal law, in which instance the corresponding statute of
13 limitations would apply.

14
15 Written discipline shall be removed from an employee's personnel
16 file after two (2) years of employment without discipline. The life of
17 discipline may be adjusted by mutual agreement of the parties.

18
19
20
21

ARTICLE 8

SENIORITY

22 All employees in the bargaining unit at the time of the effective date
23 of this agreement shall have seniority as recorded as of their date of
24 hire into the job title within the Field Service Unit of Transportation
25 Department, as a Transportation Service Representative (TSR).
26 Employees previously hired as a University Service Officer, will
27 have seniority as recorded as of their date of hire into that job title.
28 Employees hired into the bargaining unit after the effective date of this
29 Agreement shall have seniority equal to the length of time an employee
30 has been continuously employed in the bargaining unit.

31
32 Bargaining unit employees shall be considered probationary employees
33 for the first ninety (90) calendar days of employment, commencing
34 with the first day of employment with the department. During their
35 probationary period, employees shall have no seniority rights and may
36 be discharged by the University without recourse to the grievance and
37 arbitration provisions of this agreement. Employees who transfer out of
38 the bargaining unit to accept other employment at the University shall
39 have their seniority frozen as of the date of transfer. If the employee
40 returns to a position within the bargaining unit, without a break in
41 continuing service, the employee's frozen seniority shall be restored,
42

1 but the service time outside the bargaining unit shall be discounted.
2 Employees hired on the same date shall rank for seniority according to
3 the last four digits of their social security number with the employee
4 having the highest number being given the highest rank. However,
5 employees hired from within the University shall have seniority over
6 employees hired from outside of the University.

7
8 In addition to other factors, seniority and time in grade for employees
9 shall be considered in assignments, schedules, leaves and promotions.
10 Promotional openings shall be filled by the applicant most qualified
11 to perform the work. If all relevant factors, such as experience and
12 qualifications are equal, then the employee with the most bargaining
13 unit seniority shall be awarded the position.

14
15 The seniority of an employee shall be broken and continuity of service
16 shall be considered broken whenever one of the following conditions
17 occurs:

- 18
- 19 a. The employee is discharged for cause.
- 20
- 21 b. The employee is absent from work for three (3) consecutive days
22 without directly notifying the immediate supervisor or the person
23 to whom the immediate supervisor reports and provided the
24 failure to notify is not due to circumstances beyond the control of
25 the employee.
- 26
- 27 c. The employee voluntarily leaves the employment of the
28 University.
- 29
- 30 d. The employee is on layoff status for a period of twelve (12)
31 consecutive months.
- 32
- 33 e. The employee retires.
- 34
- 35 f. The employee is receiving benefits under the Long-Term
36 Disability Leave Plan.
- 37
- 38 g. The employee is terminated for failure to successfully complete
39 any training program required under law.
- 40
- 41
- 42

- 1 h. The employee is terminated for failure to maintain any license
2 required for the position in which the employee is employed.
3
- 4 i. The employee fails to return to employment at Cornell within one
5 (1) year following the expiration of Short-Term Disability Leave.
6
- 7 j. An employee on a continuous absence from work due to a work
8 related injury or illness who fails to return to work within one
9 (1) year of a determination by a physician that the employee is
10 permanently disabled or if the employee fails to return to work
11 within thirty (30) months following a continuous absence due to
12 a work related injury or illness.
13

14 **ARTICLE 9**
15 **LAYOFF AND RECALL**
16

17 The University shall have sole discretion to determine the need for and
18 type, number, and location of positions to be eliminated.
19

20 In the event the Cornell University Transportation Services
21 Department finds it necessary to lay off bargaining unit employees
22 from their respective departments, the decision to lay off employees
23 shall consider affirmative action obligations, under existing University
24 Affirmative Action plans, ability to perform the work and seniority
25 of the employees of the department enacting the layoff. In instances
26 where affirmative action obligations and ability to perform the work
27 are not bearing on the layoff decision the least senior employee within
28 the department and grade affected by the layoff shall be laid off first.
29 If there is an employee with less seniority in a lower grade in that
30 department, the employee to be laid off shall displace the least senior
31 employee in that lower grade. The displacing employee shall be paid
32 at the corresponding wage range of that grade. The displaced employee
33 shall have all of the rights contained in this Article, unless the displaced
34 employee is in a probationary status as a newly hired employee.
35

36 **Notice of Layoff to Employees**

37 In cases of less than ten (10) years of service, employees shall receive
38 written notification within a minimum of thirty (30) calendar days
39 (not including accrued vacation time) prior to the effective date of the
40 layoff.
41
42

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

4
5 When minimum notification, as described above, is not possible, the
6 employee will receive, in lieu of notice, pay equal to the amount he/
7 she would have received had notice been possible, in addition to any
8 accrued vacation pay.

9
10 When employees receive notice of layoff as provided for above, Office
11 of Human Resources will give the employees special assistance in
12 identifying other jobs the employees may be able to perform.

13
14 Laid off employees shall be entitled to continue those benefits (e.g.,
15 health insurance, group life insurance, personal accident insurance,
16 etc.) that are granted to non-represented employees under University
17 policy for a period not to exceed one (1) year following the effective
18 date of layoff.

19
20 When bargaining unit positions within the affected department become
21 available, employees shall be recalled in inverse order of layoff when
22 the employee is able to perform the work. Notice of recall shall be
23 sent to the employee at his last known address by certified mail. The
24 Union shall be notified at the same time. When an employee returns
25 from layoff to the same bargaining unit position, the employee shall be
26 paid at his/her rate of pay upon layoff plus any increments that would
27 have been paid had the employee never been laid off. If the employee
28 returns to a lower position his/her rate of pay will be a percentage
29 of the maximum rate of that position equal to the percentage of the
30 maximum rate of the formerly held position. If the employee fails to
31 report for work within three (3) days from receipt of the recall notice,
32 the employee's seniority shall be broken. Recall rights shall expire one
33 (1) year following the effective date of layoff.

34
35
36
37

ARTICLE 10
DEPARTMENTAL INVESTIGATIONS

38 In order to maintain trust and confidence in the respective departments
39 whenever a complaint or accusation is made against a bargaining
40 unit employee, the management of that respective department shall
41 promptly and thoroughly investigate same. Members of the bargaining
42

1 unit shall fully cooperate in all aspects of such investigations. The
2 Local Union President or his/her designee will be advised on the nature
3 of the ongoing investigation and may be present for all investigative
4 meetings with bargaining unit employees. In addition, bargaining unit
5 employees will not be denied union representation in any formal or
6 informal investigative meeting.

7
8 All such investigations shall be conducted in a fair, respectful and
9 reasonable manner.

10
11 **ARTICLE 11**
12 **PRODUCTIVITY**
13

14 The Union and the University recognize and agree that high standards
15 of workmanship, efficiency, work quality and productivity are in the
16 mutual best interests of both the University and the Union. To this end,
17 the Union and University shall cooperate to promote improvement and
18 sustain high levels of work quality and productivity.

19
20 **ARTICLE 12**
21 **WORK FORCE CHANGES**
22

23 All employees shall be given at least fourteen (14) calendar days notice
24 of pending transfers, on-going shift changes, or reassignments unless
25 there are uncontrollable or unseen emergency reasons for the changes.
26 In the event of extenuating personal circumstances management shall
27 reasonably consider requests for more than fourteen (14) days notice.

28
29 **ARTICLE 13**
30 **HUMAN RESOURCE RECORDS**
31

32 The Office of Human Resources shall collect and maintain the official
33 human resource file on each employee. Human resource files are
34 University property and shall be used for University-related activities.
35 Employee human resource files will be maintained in a secure manner
36 and not be provided to anyone without a valid reason.

37
38 Employees may arrange to examine materials in their official personnel
39 file, exclusive of confidential documents, by appointment with the
40
41
42

1 Office of Human Resources. Employees may respond to any document
2 that is included in their human resource file. Employees will get a copy
3 of and be notified if such document is to be placed in their human
4 resource file.

5
6 Where an employee authorizes a representative to obtain information
7 from the employee's official human resource file, such representative
8 shall obtain written consent from the employee for each examination
9 of the file and/or copying of any material from that file. The
10 employee's representative shall contact a Labor Relations Specialist,
11 at the Workforce Policy and Labor Relations office, to arrange an
12 appointment to examine the employee's official human resource file.
13 Examination of the official file shall be done in the presence of a Labor
14 Relations representative. All written authorizations to examine an
15 employee's human resource file shall become a part of that file.
16 Transportation Services shall maintain a department file for members of
17 the bargaining unit. These files shall include any materials determined
18 by management to be appropriate, including copies of letters received
19 by the department from representatives of University management
20 that commend an individual employee for work related performance.
21 Employees shall be allowed to make copies of documents contained
22 within their department file upon payment of a reasonable per copy fee.

23
24 **ARTICLE 14**
25 **FAIR EMPLOYMENT PRACTICES**
26

27 The University and the Union recognize their mutual obligations
28 that the provisions of this agreement be applied to all employees
29 covered by this agreement without regard to race, creed, color, sex,
30 age, religion, national origin, citizenship, marital status, protected
31 veteran's status, disability, sexual orientation or on any other basis as
32 prohibited by law, except where age or sex is a bona fide occupational
33 qualification. An employee claiming discrimination within the bounds
34 of one of the above-noted protected categories may file a grievance in
35 keeping with Article 6, Grievance Procedure and Arbitration, or the
36 employee may pursue a remedy through those procedures established
37 by corresponding law.

38
39 The University and Union recognize their mutual obligations under
40 the various Affirmative Action and Equal Employment Opportunity
41 statutes and regulations.
42

1 **ARTICLE 15**
2 **HEALTH AND SAFETY**
3

4 The departments shall continue to comply with all applicable federal
5 and state occupational health and safety laws for the protection of the
6 health and safety of the employee. Employees shall comply with safety
7 rules established by the University. Job related OSHA familiarization
8 and training will be provided as necessary. Employees are encouraged
9 to report health and safety concerns to immediate supervisors.
10

11 Management will continue to be sensitive and responsive to the needs
12 of employees during extreme climatic conditions and shall advise and
13 encourage employees to use proper safety precautions when dealing
14 with these extreme conditions.
15

16 Department to provide tinted safety glasses, the type to be determined
17 by a Labor/Management Committee after a review of the options.
18

19 Reimbursement for prescription safety glasses: A reimbursement of up
20 to \$250 will be provided for prescription safety glasses. Appropriate
21 documentation of the purchase of such glasses is required from the
22 employee before reimbursement is provided. Employees are entitled
23 to one (1) reimbursement for the life of the contract.
24

25 **ARTICLE 16**
26 **HEALTH AND PERSONAL LEAVE**
27

28 The parties adopt the University's Health and Personal Leave Policy.
29 The University shall notify the Union to discuss any plan to reduce the
30 maximum or rate of accrual.
31

32 The University reserves the right to establish attendance standards.
33

34 Employees shall call in to the Department at least one (1) hour before
35 the start of their scheduled shift, so as to inform the supervisor of their
36 illness. In the event that the supervisor is not at work, the employee will
37 leave word where the employee may be reached if different from the
38 number that is available. Documentation for any sick leave absence,
39 including certification by a physician that an employee is unable to
40 perform his/her duties, may be required by the employee's department.
41
42

1 Employees returning to work after an extended illness may be required,
2 prior to and as a condition of return to work, to have a physical
3 examination by the University physician to establish that the employee
4 is no longer disabled.

5
6 **ARTICLE 17**
7 **VACATION**

8 Vacation shall accrue for each straight time hour paid (up to a maximum
9 of 80 hours for employees during a biweekly period), according to the
10 following rates.

11
12 Employees are entitled to earn vacation under the following schedule:

<u>Years of Service</u>		<u>Vacation</u>
<u>Completed</u>	<u>Vacation Earned Per Year</u>	<u>Factor</u>
17 1 to 10	3 weeks	.05769
18 10 years	1 day more per year	.06153
	up to 4 weeks	.06538
		.06923
		.07307
		.07692

23 Paid vacation accrual begins on the date of last hire. Changes in
24 accrual rates shall be effective on the anniversary date. Paid vacation
25 may accrue to two (2) times the annual accrual rate up to a maximum
26 of three hundred and twenty (320) hours. Each year, as of December
27 31st leave balances that exceed the maximum will automatically be
28 adjusted to the appropriate maximum.

29
30 If an employee is on vacation when the University declares an
31 unscheduled day off (e.g., inclement weather) the employee shall
32 continue to use vacation time for that day and will not be given an
33 additional day off.

34
35 Upon termination, an employee shall have a right to receive payment
36 for all accrued and unused vacation time, provided the employee has
37 completed at least one year of continuous service. This payment will
38 be made in a lump sum in the pay period following the last day of
39 employment.

1 When an endowed employee retires, all accrued vacation will be paid
2 in a lump sum. The lump sum will be paid in the pay period following
3 the last day of work. Employees who receive vacation pay following
4 retirement will receive holiday pay for all holidays covered under
5 Article 19, Holidays, of this agreement, which fall within the period.
6

7 Except as provided in Short -Term Disability, vacation time cannot be
8 substituted for sick leave. The department head or designee has sole
9 discretion to approve the use of vacation time when employees have
10 exhausted their accrued sick leave.
11

12 An employee must request, in writing, permission to use vacation
13 leave. Written requests for vacation time off shall be submitted to the
14 employee's supervisor as soon as reasonably possible prior to the time
15 to be taken off. The employee shall receive a copy of the approval or
16 rejection within a reasonable period of time.
17

18 When multiple vacation requests for the same period are simultaneously
19 received, approvals will be granted by length of seniority, with the
20 highest seniority employee given first preference. Employee requests
21 for vacation between October 1 and March 31 shall be submitted in
22 writing before September 1. Requests for the period of April 1 through
23 September 30 shall be submitted before March 1. All such requests for
24 vacation shall be considered by the department in keeping with staffing
25 needs. Any requests for vacation leave that are not submitted within the
26 time frames set forth above shall be granted on a first come, first served
27 basis in keeping with department staffing needs. Once approved,
28 the employee must take the vacation on the date(s) for which it was
29 approved unless the parties mutually agree to the rescheduling of this
30 vacation. When an employee who has accrued vacation leave dies, the
31 corresponding payment for such shall be paid to the employee's duly
32 appointed legal representative or, if none, any relative the University in
33 its discretion may deem appropriate.
34

35
36 **ARTICLE 18**
37 **MILITARY TRAINING LEAVE**
38

39 Employees who are members of the National Guard, Coast Guard, or
40 U.S. Military Reserve units shall be granted leave with pay for training
41 periods of more than seven (7) days, but less than thirty (30) calendar
42

1 days in duration once a year. This paid leave period shall not include
2 time necessary for travel to and from such training.

3
4 Whenever possible, the employee shall provide written documentation
5 to the University at least two (2) weeks in advance of the scheduled
6 training, specifying its duration.

7
8 **ARTICLE 19**
9 **HOLIDAYS**

10
11
12 The University shall observe the holidays listed below for employees
13 covered by this agreement:

- 14
15 Martin Luther King, Jr. Day
16 Memorial Day
17 Juneteenth
18 Independence Day
19 Labor Day
20 Thanksgiving Day
21 Friday After Thanksgiving Day
22 Winter Holiday Period (Six (6) days)

23
24 Each year the Office of Human Resources shall announce the specific
25 calendar days on which these holidays shall be observed. Holidays
26 which fall on Saturdays or Sundays shall be designated by the
27 University for observance on a weekday.

28
29 **Holiday Pay**

30 Regular full-time employees who are not scheduled to work on the
31 holiday will be paid for holidays at their regular rate of pay.

32
33 **Pay for Holiday Worked**

34 Employees who are required to work on a University holiday will
35 receive pay at two-and-one-half times their normal rate for hours
36 actually worked on that holiday up to a maximum of Standard workday
37 equals one-fifth (1/5) of the employee's weekly hours. Hours worked
38 on a University holiday in excess of the standard workday will be
39 paid at time-and-one-half the normal hourly rate. The employee will
40 receive regular pay for the balance of the hours, if any, not worked on
41 the holiday.

1 Although University holidays are designated Monday through Friday,
2 when July 4, December 25 and/or January 1 fall on a Saturday or
3 Sunday, employees required to work will be paid one-and-one-half
4 times their regular rate of pay for all hours worked on any of these
5 dates.

6 7 **Accrued Holiday Paid Leave Time**

8 Accrued holiday paid leave time must be used by October 15th of each
9 year. It is scheduled with the approval of the supervisor. Time not
10 used by October 15th will be paid to the employee in a lump sum,
11 to be calculated by multiplying the number of accrued hours by the
12 employee's straight time hourly rate.

13 14 **Eligibility**

15 To be eligible to receive holiday pay the employee must work the
16 employee's last scheduled work day prior to and the employee's next
17 scheduled workday after a scheduled holiday.

18
19 For each holiday period the employee must work the last scheduled
20 workday prior to each holiday period and the next scheduled workday
21 after each holiday period. Failure to do so shall disqualify the employee
22 for pay for one holiday in the holiday period.

23
24 In either instance the employee shall not lose holiday pay when the
25 absence is in keeping with vacation or health and personal leave
26 provisions.

27
28 Any employee on a paid leave of absence shall be paid for that
29 employee's scheduled holiday (s) which occur (s) during that leave.

30
31 Any employee who is scheduled to work on a holiday and fails to
32 report to work shall forfeit holiday pay and be subject to disciplinary
33 action, unless the employee is able to substantiate a reasonable cause
34 for absence.

35 36 **ARTICLE 20** 37 **HOURS OF WORK, OVERTIME AND PREMIUM PAY**

38
39 The University reserves the right to determine and/or amend daily
40 hours of work, weekly work schedules or standard work week and
41 pay day in conformance with all sections of this agreement. Where
42

1 feasible, union input may be sought.

2
3 The University reserves the right to require employees to work
4 overtime or report on their scheduled hours or days off in conformance
5 with all seniority rules established in this agreement. Management will
6 review other resources prior to ordering employees to work overtime.
7 If it is necessary to require employees to work overtime, management
8 will start with the least senior employee. The University will consider
9 an employee's request to be excused. The University shall consider
10 employee requests for a flexible work schedule during the workweek
11 when a mandatory work day is required.

12
13 When requesting volunteers for overtime from a presently on-duty
14 shift, volunteers shall be assigned by seniority.

15
16 Irrespective of the days worked or the number of hours worked in any
17 one day, employees shall be paid for all hours worked in excess of forty
18 (40) hours in any given work week at one and one-half times (1 1/2)
19 their regular rate of pay. Only hours actually paid shall be credited for
20 the purpose of computing overtime worked in any workweek.

21
22 Nothing contained in this agreement shall be construed as a guarantee
23 of hours of work per day or per week or as a limitation on the right
24 of the University to require overtime. Unless the employee and the
25 employer mutually agree, the employee's hours will not be reduced
26 for the sole purpose of avoiding overtime once the employee has first
27 reported to work during that workweek.

28
29 An employee scheduled to work overtime on a regular work day when
30 there is a break of an hour or more between the regular work time and
31 the scheduled overtime may, with pre-approval, adjust their regular
32 hours of work to minimize the break between the shifts.

33
34 If an employee is scheduled to work overtime for a set number of hours
35 and the shift ends early, the employee has the option to remain at work
36 to complete the scheduled overtime shift performing other duties.

37
38
39 **Emergency Call-Back**

40 Employees required to return to work following their regularly
41 scheduled work day but preceding their next regularly scheduled work
42 day shall be paid a minimum of four (4) hours pay.

1 **Travel Expenses**

2 The department agrees to reimburse all employees for travel expenses
3 while on travel status in the performance of their official duties for
4 reasonable expenses incurred for hotel lodging, meals and incidental
5 expenses related thereto, upon submission of receipts, in keeping with
6 University travel reimbursement procedures.

7
8 **Voluntary Overtime**

9 Voluntary overtime shall be initially determined by Seniority. Any
10 person wanting to work overtime will be placed on a list starting with
11 the most senior person.

12
13 The Supervisor will start with the most senior person and offer the
14 overtime detail. If the employee accepts or declines the overtime his/
15 her name will go to the bottom of the list and the next person will
16 be offered the overtime detail. The Union recognizes that emergency
17 overtime will occur and that other provisions of this article shall apply.

18
19 Off duty personnel shall be given the opportunity to accept non-
20 emergency, voluntary overtime on their off duty time.

21
22 **Shift Differential**

23 Employees who are regularly scheduled to work a shift which includes
24 four or more hours between the hours of 6:00 p.m. and 6:00 a.m. shall
25 be paid eighty-five cents (\$.85) per hour. Shift differential shall be
26 paid for the following paid leave situations: vacation, holiday, health
27 and personal leave and bereavement leave. Shift differential will not
28 be paid during Workers' Compensation and Short Term Disability
29 absences or on lump sum vacation accruals upon termination.

30
31 **Non-Emergency Overtime Assignments**

32 The parties recognize the business need for non-emergency overtime
33 assignments which may be of short duration and may cause a
34 gap between the end of a shift and the start of such assignment.
35 Management shall use their best efforts to maximize advance notice of
36 such assignments and minimize the resulting gaps.

ARTICLE 21
MEAL BREAK AND REST PERIOD

Meal Breaks

Employees scheduled to work six (6) hours of work or more per day will be provided a minimum of thirty (30) minute unpaid, uninterrupted meal break. Additional meal breaks will be provided as required by New York State law.

Rest Periods

Full-time employees shall be granted two (2) fifteen (15) minute, paid, rest periods to be coordinated by management to take place at appropriate times during the shift.

Where necessitated by departmental emergency operations rest periods may be temporarily suspended. Rest periods shall not be cumulative.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

ARTICLE 22
WAGES

33
34
35
36
37
38
39
40
41
42

2021-2022 Wage Rate Schedule
Effective 10/1/21

Grade	Hire Rate (Step 1)	Job Rate (Step2)
T01	\$18.23	\$19.89
T02	\$21.03	\$21.73
T03	\$21.47	\$22.49

2022-2023 Wage Rate Schedule
Effective 10/1/2022

Grade	Hire Rate (Step 1)	Job Rate (Step2)
T01	\$18.69	\$20.39
T02	\$21.56	\$22.27
T03	\$22.01	\$23.05

2023-2024 Wage Rate Schedule
Effective 10/1/23

Grade	Hire Rate (Step 1)	Job Rate (Step2)
T01	\$19.21	\$20.96
T02	\$22.16	\$22.89
T03	\$22.63	\$23.70

2024-2025 Wage Rate Schedule
Effective 10/1/24

Grade	Hire Rate (Step 1)	Job Rate (Step2)
T01	\$19.79	\$21.59
T02	\$22.82	\$23.58
T03	\$23.31	\$24.41

All employees will be paid in accordance with the wage schedules above for the duration of the agreement.

1 **Hire Rate**

2 All new employees in the bargaining unit shall be paid at the hire
3 rate. Employees will move from the Hire Rate to the Job Rate after
4 completion of two (2) years of service.

5

6 **Job Rate**

7 All employees who are currently in the Job Rate or move into the Job
8 Rate from the Hire Rate will remain at the Job Rate for the duration of
9 the agreement.

10

11

12

**ARTICLE 23
SEPARABILITY**

13

14

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

24

25

**ARTICLE 24
OTHER BENEFITS**

26

27

28 During the term of this agreement any adjustments made by the
29 University in the current benefit programs listed below for employees
30 not covered by a collective bargaining agreement will be duplicated for
31 bargaining unit employees. In the event of such changes, the University
32 will notify the Union of such changes prior to their implementation.

33

34 Group Life Insurance

35 Personal Accident Insurance

36 Cornell University Retirement Plan

37 Cornell Tax Deferred Annuity Plan (Voluntary)

38

39

40

41

42

- 1 Cornell Children's Tuition Scholarship Plan
- 2 Cornell Long Term Disability Plan
- 3 Cornell Workers' Compensation
- 4 Cornell's Short-Term Disability Plan
- 5 Cornell Health Care Plan
- 6 Employee Tuition and Training Program
- 7 Faculty Staff Assistance Program
- 8 Personal Leave of Absence
- 9 University Leave
- 10 Jury Duty
- 11 Funeral Leave
- 12 Voting
- 13 Sick Leave Conversion (for post retirement health insurance
- 14 coverage)
- 15 Health and Personal Leave (accruals)
- 16 Direct Deposit
- 17 Inclement Weather
- 18 Holidays
- 19 Vacations
- 20 Release Time From Work
- 21 Family & Medical Leave Act
- 22 Emergency Responder Leave
- 23
- 24 **Spot Recognition Program**
- 25 All other unlisted benefits currently provided other University
- 26 Employees

27
28 **ARTICLE 25**

29 **VOLUNTEER FIREFIGHTER AND EMERGENCY**
30 **MEDICAL TECHNICIAN LEAVE**
31

32 In the event that a volunteer firefighter and/or an Emergency Medical
33 Technician (EMT) associated with a volunteer fire company is called
34 to a working fire or emergency during the employee's actual scheduled
35 working hours, the University shall compensate the employee at the
36 employee's regular straight time hourly rate of pay only for those
37 emergency hours which overlap the employee's scheduled hours. It is
38 expected that the employee shall respond to a fire or medical emergency
39 only when that individual's services are necessary. The employee shall
40 request leave from his/her supervisor before departing the workplace.

41
42

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

5
6 In the event that a volunteer firefighter and/or an EMT is required to
7 respond to a working fire or emergency during the eight (8) hours
8 immediately preceding the start of the employee's shift, the employee
9 shall receive paid leave time off during the upcoming shift equal to
10 the actual time spent in resolving the emergency or fire. In no event
11 shall the employee receive paid leave time off for any time greater
12 than the employee's shift assignment for that day. The employee shall
13 notify his/her department of an impending absence from duty as soon
14 as possible after it becomes apparent he/she will not be present at the
15 start of their scheduled shift.

16
17 Any hours compensated under this provision shall be counted as hours
18 paid but shall not apply to any calculations for premium pay, unless
19 otherwise provided by this agreement. The University shall pay or
20 provide paid leave time off only for time spent when responding to
21 emergency calls or fires.

22
23 The University may designate an employee as exempt from this
24 provision if the nature of the employee's job responsibilities are such
25 that the employee's sudden absence could create hazard or unduly
26 disrupt University business. The University reserves the right to verify
27 any claim or the length of any claim made by an employee under this
28 provision.

29

30

ARTICLE 26 UNIFORMS AND EQUIPMENT

31

32

33 The University may establish rules pertaining to employees
34 dress, equipment, and appearance and may require the wearing of
35 particularized apparel.

36 -

37 The University shall have sole discretion to determine the need and
38 the use of equipment necessary to the performance of job duties.
39 Issued apparel shall be replaced by the University as needed at the
40 department's discretion, and shall be of professional quality. Adequate
41 inventory shall be maintained. The university will discuss and seek

42

1 input from union leadership regarding the selection of the apparel and
2 equipment.

3

4 The University shall normally issue such required particularized
5 apparel which will include:

- 6 • 6 summer uniforms
- 7 • 6 winter uniforms
- 8 • 1 winter gear outfit and head wear
- 9 • 1 set of rain gear
- 10 • 1 set of other miscellaneous equipment such as
11 flashlight

12

13 The parties agree to discuss the above list at a quarterly labor/
14 management committee meeting.

15

16 The University shall reimburse each employee annually for footwear
17 up to two-hundred-fifty (\$250.00), In addition, the University will
18 reimburse each employee for winter boots up to one-hundred-fifty
19 (\$150.00) and for hat and gloves up to fifty dollars (\$50), on an as
20 needed basis, but no more than annually. These purchases have to be
21 University approved.

22

23 Issued or approved equipment or apparel that is negligently lost or
24 negligently damage shall be replaced at the expense of the employee
25 and as such, may be cause for discipline.

26

27 All department-issued apparel, equipment, and other university
28 property shall be returned upon termination of employment.

29

30 The University will provide each TSR a full-sized locker to store
31 uniforms and equipment. Lockers shall be adequate and accessible
32 at all times.

33

34

ARTICLE 27 DIRECT DEPOSIT

35

36

37 Bargaining unit employees are encouraged to participate in the direct
38 deposit program so long as the University payday remains alternate
39 Thursdays.

40

41

42

ARTICLE 28
DURATION OF AGREEMENT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

The agreement shall become effective on October 1, 2021, and shall remain in full force and effect until September 30, 2025.

And, thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least sixty (60) days prior to the termination date of this agreement of its desire to change or modify in any way or supplement this agreement. Such written notice shall be sent by certified mail to the other party.

1 **ARTICLE 29**
2 **AGREEMENT**
3

4 This agreement is entered into this 15th day of November 2021, by and
5 between Cornell University and the International Union of Security,
6 Police and Fire Professionals of America (SPFPA), Local 502. The
7 parties by mutual consent can modify or change this agreement.
8

9 IN WITNESS WHEREOF, the duly chose representatives of the parties
10 herein affirm that they have the authority to enter into this Agreement
11 on behalf of themselves and their principal and hereto affix their hand
12 and seal
13

14 **WITNESS WHEREOF:**
15

16 In witness whereof, the parties have caused their representatives to
17 sign this Agreement as full acknowledgment of their intention to be
18 bound by the Agreement.
19

20 For:

21 SPFPA

22 

23
24 Thomas Hearn
25 Local 502, Vice President
26

For:

Cornell University

27 

28 Laurie Margaret Johnston
29 Director, Workforce Policy &
30 Labor Relations
31

32 

33 Bo Hayes
34 Steward
35
36
37
38
39
40
41
42

1 **SIDE LETTER OF AGREEMENT**

2 **LABOR/MANAGEMENT COMMITMENT TO EDUCATION**

3
4 The University and the Union agree that training, continuous education,
5 and development of employees is of mutual benefit to the individual
6 and the University. In keeping with University policies, employees are
7 encouraged to participate in educational programs including jointly
8 planned labor/management initiatives.

9
10 **SIDE LETTER OF AGREEMENT**

11 **LABOR/MANAGEMENT COMMITTEE**

12
13 The parties agree to meet quarterly to discuss issues of mutual interest.
14 The committee shall be comprised of two (2) union members selected
15 by the Union and representatives of Management. Union members
16 who attend such meetings shall suffer no loss of straight time base
17 wages for time that cuts across their normal work schedule.

18
19 **SIDE LETTER OF AGREEMENT**

20 **FLEXTIME**

21
22 In response to the Union's proposal for flextime, Cornell would like
23 to propose a 6 month pilot program in order to determine how often
24 these requests occur, how easily they can be accommodated and
25 whether these changes in scheduling are disruptive to the department
26 and its work. Employees may also request flextime for classes and
27 training opportunities not sponsored or scheduled by TDS. During
28 the 6 months, with pre-approval, employees may be allowed to flex
29 their time for personal appointments, such as doctor's appointment.
30 Permission to change a schedule must be submitted to the supervisor 2
31 business days in advance, and the request must include an explanation
32 of how and when the hours will be made up. Approval from the
33 supervisor will be dependent upon business needs at the time. At the
34 end of the 6 months, the parties will schedule a labor management
35 meeting to discuss the results of the pilot. The parties may decide
36 to adopt this approach or run another pilot with different parameters.

INDEX

<u>TITLE</u>	<u>ARTICLE</u>	<u>PAGE</u>
AGREEMENT	29	31
DEPARTMENTAL INVESTIGATIONS	10	14-15
DIRECT DEPOSIT		
DISCIPLINE AND DISCHARGE	7	10-11
DURATION OF AGREEMENT	28	30
FAIR EMPLOYMENT PRACTICES	14	16
GRIEVANCE PROCEDURE AND ARBITRATION	6	6-10
HEALTH AND SAFETY	15	17
HOLIDAYS	19	20-21
HOURS OF WORK, OVERTIME AND PREMIUM PAY	20	21-23
HUMAN RESOURCE RECORDS	13	15-16
LAYOFF AND RECALL	9	13-14
MANAGEMENT RIGHTS	4	4-5
MEAL BREAK AND REST PERIOD	21	24
MILITARY TRAINING LEAVE	18	19-20
NO STRIKE GUARANTEE	5	5-6
OTHER BENEFITS	24	26-27
PRODUCTIVITY	11	15
PURPOSE AND INTENT		1
RECOGNITION	1	1
SENIORITY	8	11-13
SEPARABILITY	23	26
HEALTH AND PERSONAL LEAVE	16	17-18
SIDE LETTERS OF AGREEMENT		32
TERMS OF AGREEMENT	2	2
UNIFORMS AND EQUIPMENT	26	28-29
UNION SECURITY AND MEMBERSHIP	3	2-4
VACATION	17	18-19
VOLUNTEER FIREFIGHTER & MEDICAL TECHNICIAN LEAVE	25	21-23
WAGES	22	25
WORK FORCE CHANGES	12	15

