



2022-2024 AGREEMENT

BETWEEN

CORNELL UNIVERSITY

AND

CORNELL SERVICE AND MAINTENANCE UNIT

UNITED AUTOMOBILE, AEROSPACE, AND

AGRICULTURAL IMPLEMENT WORKERS OF AMERICA

LOCAL 2300

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1 **Temporary employees shall be limited to:**

- 2 a. employees hired for up to six (6) consecutive months in one department.
3 Fall Break, Winter Intersession, and Spring Break shall be considered a
4 pause in service when determining six (6) months of consecutive temporary
5 service;
6 b. employees hired to replace other employees on a paid or unpaid leave of
7 absence, e.g., disability; and
8 c. employees considered temporary by special agreement between the Union
9 and the employer.

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

15
16 Upon request, the University will inform the Union regarding the status of a
17 temporary position.

18
19 The University shall notify the Union whenever the University establishes a
20 new unit classification that does not correspond with any of the classifications
21 contained in Appendix A of this Agreement. The Union may request a
22 meeting with the Director of Staff & Labor Relations to discuss the
23 classification and grade level of that position.

24
25 The University's determination of a job's classification, including its job title
26 and grade level, is final, unless it is shown to be arbitrary or capricious, in
27 which event the matter will be referred to Step 3 of the Grievance and
28 Arbitration Procedure, Article 11.

29
30 **ARTICLE 2**
31 **TERMS OF AGREEMENT**
32

33 This Agreement constitutes the full, complete, and final understanding and
34 agreement of the parties for the duration hereof. The parties voluntarily and
35 unqualifiedly waive the right, and each agrees that the other shall not be
36 obligated, to bargain collectively with respect to any subject or matter whether

1 referred to or covered in this Agreement, even though such subject matter may
2 or may not have been within the knowledge or contemplation of either or both
3 parties at the time that this Agreement was negotiated or signed. The
4 execution of this Agreement shall not result in any abridgment of the rights
5 retained by the University pursuant to Article 3.

6
7 It is agreed by and between the parties that any provision of this Agreement
8 which is subject to funding by the State of New York shall not become
9 effective until appropriate approval by the State.

10
11 **ARTICLE 3**
12 **MANAGEMENT RIGHTS**
13

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

- 21
- 22 1. determine the mission, purposes, objectives, policies, and programs of the
23 institution;
 - 24
 - 25 2. determine the facilities, methods, standards, and means of operation, and
26 number and qualifications of personnel required for the conduct of its
27 program;
 - 28
 - 29 3. determine and/or alter work schedules, hours of employment, and the
30 duties, responsibilities and assignments of employees with respect hereto;
 - 31
 - 32 4. recruit, hire, approve, train, retain, evaluate, transfer, promote, demote,
33 layoff and recall employees;
 - 34
 - 35 5. determine or change job content, classify or reclassify positions and
36 allocate or reallocate new or existing positions;

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

14
15 Nothing contained herein shall constitute a waiver of the right of the
16 University to exercise other normal functions of management not enumerated
17 above. Furthermore, the exercise or non-exercise of rights hereby retained by
18 the University shall not be deemed a waiver of any such right or prevent the
19 University from exercising such rights in any way in the future.

20
21 **ARTICLE 4**
22 **UNION SECURITY**
23

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

27
28 Any employee hired from July 1, 1985 and thereafter, shall be required, as a
29 condition of employment, to pay an amount equal to the union's regular fees
30 and dues for the duration of the Agreement. Employees hired prior to July 1,
31 1985 who, on July 1, 1985 had elected not to pay dues are under no obligation
32 to become members or pay dues.
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ARTICLE 5 DUES CHECKOFF

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

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

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In the event that an employee who has authorized payroll deductions for dues, falls into arrears for one (1) month's dues or less as a result of an unpaid leave of absence or layoff, the University shall deduct that amount, in addition to usual dues deductions, from the employee's paycheck within one (1) month following the Union's notification to the University of the employee's name, social security number, the amount of dues owed and the period for which they are owed. Further, the Union is required to send notice to the employee via first class mail that the Union has requested that the University take this deduction. The Union shall indemnify the University against any and all claims, demands, suits, or other forms of liability that may arise out of action taken or not taken by the University at the Union's request for the purpose of complying with any of the above provisions.

Hardship Fund and VCAP Check-Off

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

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

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ARTICLE 6
NO STRIKE GUARANTEE

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

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

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

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

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4 **ARTICLE 7**
5 **FAIR EMPLOYMENT PRACTICES**

6 The University and the Union recognize their mutual obligations that the
7 provisions of this Agreement be applied to all employees covered by this
8 Agreement without regard to race, color, creed, religion, age, sex, sexual
9 orientation, gender identity or expression, union activity, marital status,
10 citizenship, disability, national or ethnic origin, or protected veteran status.
11 Any employee claiming he/she was discriminated against based upon one (1)
12 of the above-noted protected categories may file a grievance at Step 3 of the
13 Grievance Procedure, Article 11 of the Agreement.

14 The University and Union recognize their mutual obligations under the
15 various Affirmative Action and Equal Employment Opportunity statutes and
16 regulations and labor laws.

17 The University and the Union will exercise their respective responsibility for
18 non-discrimination in employment rights for workers with disabilities, as
19 mandated by the Americans with Disabilities Act.

20
21 In keeping with our mutual interests to diversify the work force to be more
22 inclusive of affirmative action protected groups (i.e., minorities, women,
23 veterans, and people with disabilities) at all levels, the Union and the
24 University agree to the following:

- 25
26 • to work together with community agencies, local educational institutions
27 and other resources to identify and recruit potential candidates for
28 employment
29
30 • to work jointly to guarantee access to and participation in diversity and
31 sensitivity education for members of management and the bargaining unit
32
33 • to expand access to and participation in career training and equal
34 opportunities through such programs as:
35
36 • CLASP (Community Learning and Service Partnership)

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

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

13

14 Requests from employees seeking access to classes available through the
15 CLASP program during working hours will not be unreasonably denied.
16 Denials of such requests will be subject to grievance up to and including Step
17 2 only.

18

19 **Diversity/Inclusion**

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

22

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

28

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

34

35 The University and the Union will work collaboratively to plan and
36 implement educational training programs that focus on supporting diversity as

1 well as awareness of harassment and discrimination for bargaining unit
2 members and their supervisors.
3

4 For the duration of the contract period, the University and the Union will
5 establish a Diversity Advocate Committee. The committee will consist of
6 three (3) members of management, three (3) members of the bargaining unit, a
7 representative of Office of Inclusion and Belonging, and a member of the
8 Cornell community to be jointly selected by the University and the Union.
9 The Committee will meet at least quarterly to uphold the principles outlined in
10 this statement on Diversity. In furtherance of this, the Committee is
11 empowered to review problems in hiring and promotion that depart from the
12 spirit and letter of this statement with a view to making recommendations for
13 their rectification; and is empowered to inventory minority and
14 underrepresented employees to create a list of promotional opportunities. The
15 committee shall provide reports periodically to the Director of Inclusion and
16 Belonging and the Vice President of Human Resources who will review any
17 recommendations and respond in writing.

18
19 **ARTICLE 8**
20 **UNION REPRESENTATION**
21

22 The University recognizes the obligation of the Union to represent employees
23 in the bargaining unit.
24

25 The Union shall furnish the University with a list of all Union representatives
26 and officers on a quarterly basis and shall promptly notify the University in
27 writing of any change. This list shall also include the areas for which each
28 steward and zone representative are responsible. The University shall
29 recognize all Union representatives and officers upon official notification to
30 Staff & Labor Relations office of their election or appointment.
31

32 The University shall grant the Union up to two hundred (200) days annually
33 of unpaid leave for the purpose of conducting Union business. For purposes of
34 this provision, the employee will accrue sick leave and vacation benefits for
35 up to ten (10) days of unpaid union business leave. However, this limit shall
36 be waived for ten (10) zone representatives, a list of which shall be provided

1 to Staff & Labor Relations on a quarterly basis. Additionally, this limit shall
2 be waived for all zone representatives during negotiations. Where feasible
3 employees will be excused for such leaves provided that the University is
4 given five (5) working days of advanced notice prior to the date of the leave.
5 The Union will provide Staff & Labor Relations with advance notice of union
6 meetings which could result in significant requests for union business leave.

7
8 The Union shall attempt to distribute union responsibilities, paid and unpaid,
9 in an effort to minimize the impact of time away from work.

10
11 For purposes of negotiating a successor agreement, the University will
12 reimburse up to ten (10) employees for lost work time as a result of
13 negotiating sessions with the University.

14
15 The University will allow a union representative up to one hour of union
16 business leave to orient new bargaining unit employees.

17
18 The University shall grant up to three (3) employees a full-time leave under
19 the terms of the Long-Term Personal Leave of Article 22 for a period of up to
20 a calendar year for the purpose of holding a Local Union office. When the
21 employee's leave expires, the employee shall be returned to his/her department
22 to the classification and grade last held by the employee, bumping the least
23 senior University employee in that classification and grade. The salary of the
24 employee upon return shall be equal to his/her last rate of pay plus any
25 increments that may have accrued during the leave. This leave is subject to
26 annual renewal at the discretion of the University.

27
28 The Union shall notify the Director of Staff & Labor Relations in writing of
29 its intent, at least one calendar month prior to the expiration of the leave, to
30 either return to work, request an extension of the leave, or terminate the leave.

31
32 **ARTICLE 9**
33 **SENIORITY**
34

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

1 **Probationary Period**

2 New employees shall be considered probationary employees for the first 90
3 calendar days of employment commencing with the first day of employment.
4 Periods of temporary layoff, disability and workers' compensation shall
5 extend the probationary period accordingly. However, if an employee has
6 worked as a temporary for three (3) consecutive months or more and is
7 subsequently hired without a break in service into a bargaining unit position in
8 the same department with similar job duties, such employee will be subject to
9 a probationary period of thirty (30) calendar days. The University may extend
10 the probationary period for up to an additional ninety (90) calendar days with
11 the written approval of the Union President, or designee. Upon satisfactory
12 completion of the probationary period seniority shall commence, retroactive to
13 the last date of hire. During their probationary period, employees shall have
14 no seniority rights and may be terminated at the sole election of the University
15 and without recourse to the grievance and arbitration provisions of this
16 Agreement. If a new employee was employed as a temporary employee in a
17 bargaining unit position, and there is no break in service between the period of
18 temporary service and regular service, the new employee, upon successful
19 completion of the probationary period, shall be credited for that time served as
20 a temporary employee for the purposes of seniority calculation. Fall break,
21 winter intersession and spring break shall not be considered as a break in
22 service period for seniority purposes.

23
24 Any employee transferred from a position excluded from the bargaining unit
25 shall have no seniority if transferred into the bargaining unit. Such an
26 employee shall be considered a "new hire" for seniority purposes. Employees
27 who transfer out of the bargaining unit to accept a supervisory position or
28 other position not included in the bargaining unit shall have their seniority
29 frozen as of the date of transfer. Should the University desire to return the
30 employee to the bargaining unit, their seniority that accumulated prior to the
31 transfer shall be restored and they will return to any available job to which
32 their seniority entitles them. Any employee on layoff or absent due to work
33 related illness or injury shall continue to accrue seniority.

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

4 5 **Loss of Seniority**

6 Continuity of service with the University shall be considered broken and
7 seniority rights shall cease for any of the following reasons.

- 8
9 1. The employee resigns or is discharged for cause.
10
11 2. The employee retires from Cornell University.
12
13 3. The employee is laid off for a period of twenty-four (24) consecutive
14 months.
15
16 4. The employee is absent from work for three consecutive working days
17 without directly notifying the supervisor or the departmental administrator
18 in keeping with departmental procedures and provided the failure to notify
19 is not due to circumstances beyond the control of the employee.
20
21 5. The employee fails to return to work for three consecutive working days,
22 provided the failure to return to work is not due to circumstances beyond
23 the control of the employee, after:
24
25 - the expiration of an approved leave of absence,
26 - recall from layoff,
27 - the expiration of vacation,
28 - or disciplinary suspension,
29 - expiration of disability or workers' compensation status
30
31 6. The employee fails to return to employment at Cornell within one (1) year
32 following the expiration of Short-Term Disability Leave.
33
34 7. An employee on a continuous absence from work due to a work related
35 injury or illness who fails to return to work within one (1) year of a
36 determination by a physician that the employee is permanently disabled.

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

5
6 **ARTICLE 10**
7 **FILLING JOB VACANCIES**
8

9 The University will post all job openings which may occur in the bargaining
10 unit.

11
12 Barring unforeseen circumstances, posted positions shall be filled within a
13 reasonable length of time. Upon request, the University will inform the union
14 regarding the status of a position if it is not filled within a reasonable length of
15 time.

16
17 The University shall regularly provide the job posting information to the
18 Union office through the University's normal distribution routine.

19
20 Whenever possible, each posting of a bargaining unit position shall indicate
21 whether it is an endowed or statutory position, location, grade, classification,
22 and work schedule.

23
24 Qualified employee candidates are to be given preferential consideration for
25 any vacancy within the institution and, to that end, at least the two most senior
26 applicants who, in management's judgment, meet the minimum qualifications
27 for any vacant position, shall be interviewed and have their application
28 reviewed. Supervisors should encourage and support their employee's pursuit
29 of Cornell career opportunities. It is agreed that such openings should be
30 filled by the person most qualified to perform the work. If all relevant factors
31 such as experience and qualifications are equal, then the employee with the
32 most bargaining unit seniority will be awarded the position.

33
34 If an employee has occupied a position for fewer than six (6) months, that
35 employee may request to apply for a promotion to a different department
36

1 through their supervisor. Lateral transfers within a department shall not be
2 considered a change of position for the purposes of this provision.

3
4 Any employee who has applied through normal Division of Human Resources
5 application procedures to a posted bargaining unit position can check the
6 status of their application on the Cornell job web site at any time.

7 8 **Return to Work**

9 The University will give particular consideration in the hiring process to
10 applicants who are qualified bargaining unit members who have lost their
11 positions due to the expiration of a short term disability or workers'
12 compensation leave. The University and the Union mutually agree to assist
13 the employee and hiring managers in this process. This provision shall apply
14 to individuals who have seniority in accordance with items #6 and #7 under
15 Article 9, Seniority.

16 17 **Provisional Employment**

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

23
24 If the employer believes that the employee, as specifically demonstrated by
25 his/her performance in the position, cannot perform the job duties, then such
26 employee shall be returned to his/her former position from which he/she was
27 transferred. The employee also has the option to return to his/her former
28 position during the trial period.

29
30 The employee will be paid during the trial period in accordance with the
31 provisions outlined below.

32 33 **Promotions, Demotions, Lateral Movements and Reclassifications**

- 34 1. Any employee hired after July 1, 1994 who is promoted or reclassified
35 will be paid at the Hire Rate or Job Rate of the grade as appropriate.
36 The reverse shall apply in the case of a demotion.

- 1 2. Any employee hired before July 1, 1994 who is promoted or reclassified
2 will remain in the same Step in the higher grade and will be paid at the
3 rate for that Step for which the employee is promoted. The reverse shall
4 apply in the case of a demotion.
5
- 6 3. An employee who moves laterally will remain at the same base hourly
7 rate.
8

9
10 **ARTICLE 11**
11 **GRIEVANCE PROCEDURE AND ARBITRATION**

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

1 spent in such meetings. Whenever possible grievance meetings shall be
2 scheduled during the grievant's normal working hours, at a mutually
3 convenient time.

- 4
- 5 6. In no instance shall a grievance be filed after ten (10) working days from
6 the date of its occurrence or reoccurrence. Any grievance not processed
7 at each level within the number of working days specified herein shall be
8 regarded as settled on the basis of the University's most recent answer. If
9 the University should fail to observe the time limits in a specific step, the
10 grievance may be appealed to the next step or the Union may wait for the
11 University's response. "Working Day" within the meaning of this Article
12 shall be defined as Monday through Friday, excluding all paid holidays.
13
- 14 7. Settlements through Step 2 of the Grievance Procedure shall not establish
15 a precedent or practice for either party. The Union may amend a
16 grievance at Step 3 of the Grievance Procedure to correct inaccuracies
17 such as incorrect Article citation or statements of remedy. The Union
18 may withdraw a grievance at any step without prejudice or precedence.
19
- 20 8. Initial steps and time limits in the Grievance Procedure may be waived by
21 written mutual agreement of both the University and a Union
22 representative.
23
- 24 9. No employee shall be discriminated against for participating in the
25 Grievance Procedure.
26
- 27 10. Where an employee's presence as a witness is required during the
28 adjustment of a grievance or during arbitration, the University shall
29 excuse that employee from work. Neither party, however, shall be
30 responsible for the expense of witnesses called by the other, including lost
31 work time. Witnesses called by mutual agreement in advance of the
32 witness appearance shall not lose pay.
33
- 34 11. Employees who have filed a grievance shall have the right to be present
35 personally at any stage of the Grievance Procedure. However, an
36 employee may waive the right to be present. The employee may be

1 accompanied by a Union representative. Union representatives may assist
2 employees who wish to file grievances. The grievant(s) and Union
3 representative(s) will be permitted a reasonable amount of time, normally
4 not to exceed one-half (1/2) hour without loss of pay, to confer privately
5 immediately prior to any scheduled grievance step meeting.
6

7 12. At each step of the grievance procedure, each party shall present the facts
8 and documents known to the party at the time to support its position on
9 the grievance.
10

11 13. All grievances shall be processed and settled in conformity with the
12 following procedure:
13

14 **Step 1.** All grievances must first be discussed by the employee with
15 his/her immediate supervisor with or without a Union representative
16 present and the grievant or the Union representative must make known to
17 the supervisor that such a discussion is intended as a Step 1 grievance.
18 The supervisor shall respond to the employee and the Union
19 representative when involved, as soon as possible, but no later than three
20 (3) working days from the date the grievance was discussed.
21

22 **Step 2.** If the immediate supervisor's oral answer does not resolve the
23 grievance and the employee chooses to pursue the matter further, it shall
24 be reduced to writing setting forth the facts upon which the grievance is
25 based, the section(s) of the Agreement pursuant to which the employee's
26 rights are alleged to have been violated, the reason for disagreement of the
27 Step 1 response, and the remedy or correction sought, and within five (5)
28 consecutive working days from receipt of the oral answer be appealed to
29 the department head or designated representative. The department head
30 or designee shall within five (5) consecutive working days from the date
31 the grievance is appealed meet and discuss the grievance with the
32 employee and a Union representative. A written answer to the grievance
33 shall be provided to the employee and the Union representative within
34 five (5) working days after the date of the Step 2 meeting.
35
36

1 **Step 3.** If the grievance is not resolved in Step 2, the Union
2 representative may appeal the grievance in writing within five (5)
3 consecutive working days of receipt of the Step 2 answer. The appeal
4 shall include the reason for disagreement of the Step 2 response. Within
5 twenty (20) working days from the date the grievance was appealed to
6 Step 3, a meeting shall be held between the Director of Staff & Labor
7 Relations or a designee and three (3) persons the Director of Staff &
8 Labor Relations determines may assist in the resolution of the grievance,
9 and a designated International Representative, the Local President, a
10 Union representative and the aggrieved employee. The Director of Staff &
11 Labor Relations shall provide the International Representative, the Local
12 President, the grievant and the Union representative with a written answer
13 on the appeal within ten (10) working days of the meeting.
14

15 **Step 4.** If the grievance remains unresolved after the Step 3 answer from
16 the Director of Staff & Labor Relations, the designated International
17 Representative or Local President may appeal the grievance to arbitration
18 by submitting an official written notice to the American Arbitration
19 Association and the Director of Staff & Labor Relations within twenty
20 (20) working days from receipt of the Step 3 answer. Such request for
21 arbitration shall include the specific provision(s) of the Agreement alleged
22 to be violated as stated in Step 3, as well as the reason for disagreeing
23 with the prior step decision.
24

25 **Arbitration**

26 The selection of an arbitrator and arbitration proceedings shall be
27 conducted under the then current Labor Arbitration Rules of the American
28 Arbitration Association.
29

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

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

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

10
11 Except as otherwise provided for in this Agreement, the University may
12 temporarily fill any position pending the resolution of the grievance.

13 14 **Grievance Mediation**

15 Upon mutual agreement, the University and the Union will request a
16 Federal Mediator from the Federal Mediation and Conciliation Service for
17 the purpose of grievance mediation. This process may be implemented
18 with mutual agreement prior to filing for Arbitration, or in the time frame
19 between the filing for Arbitration and the Arbitration proceedings. In the
20 event Grievance Mediation is chosen prior to filing for Arbitration, the
21 time limits for filing for Arbitration will be extended to accommodate the
22 Grievance Mediation process. The decision/ recommendations of the
23 Federal Mediator shall not be binding on either party and may not be
24 introduced in any subsequent arbitration proceedings.

25 26 **Grievance Reinstatement**

27 In those instances where the International Union, UAW by either its
28 Executive Board, Public Review Board, or Constitutional Convention
29 Appeals Committee has reviewed the disposition of a grievance and found
30 that such disposition was improperly effected by the Union or a union
31 representative involved, the International Union may inform the
32 University in writing that such grievance is reinstated in the grievance
33 procedure at the step at which the original disposition of the grievance
34 occurred. Grievants may also appeal their grievance disposition as
35 outlined in the UAW Constitution, Article 33. In the event such appeal is
36 upheld, the grievance will be reinstated the same as above. This process

1 must be initiated within forty-five (45) days of the disposition of the
2 original grievance and must be concluded within ninety (90) days
3 thereafter. Grievances may only be appealed once.

4
5 **ARTICLE 12**
6 **DISCIPLINE AND DISCHARGE**

7
8 The University and the Union agree to a procedure of progressive discipline.
9 The parties adhere to the principle that discipline has the objective of
10 improving the future performance of the employee.

11
12 The University and the Union recognize the sensitive nature of the
13 disciplinary process and to that end, will strive whenever possible, to handle
14 all disciplinary matters in a private setting with relevant personnel only, in
15 which case the University agrees to advise the employee of the right to have a
16 union representative present.

17
18 An employee may be disciplined only for cause. Employees have the right to
19 union representation during any meeting that might lead to discipline or
20 during a disciplinary meeting.

21
22 The steps in the procedure of progressive discipline shall include oral
23 warnings, written warnings, suspensions and discharges.

24
25 Referral to the Faculty and Staff Assistance Program (FSAP) is not a required
26 step of the disciplinary procedure.

27
28 Situations involving major infractions or offenses shall be exempted from
29 progressive discipline and may subject an employee to discipline, including
30 discharge, regardless of the employee's prior record.

31
32 Management shall use its best efforts in appropriate cases to have a union
33 representative present during an investigatory meeting that could lead to
34 discipline as well as when employees are issued a suspension or discharge.
35 Failure to give advanced notice to the union shall not be an issue in any
36 grievance related to the suspension or discharge. In all cases, however, the

1 union shall receive a copy of the written warning, suspension or discharge via
2 email, fax or US mail to the President of Local 2300 at the Union office, as
3 soon as possible after the issuance to the employee.

4
5 Suspension of a full day or longer shall be served in full day increments unless
6 departmental needs require otherwise.

7
8 Any employee who has been given a written warning or disciplined in any
9 manner or discharged may file a written grievance with or without the
10 assistance of a specified union representative and initiate the grievance at Step
11 2 of the Grievance Procedure. The meeting with the department head shall
12 take place within five working days from the date of the written grievance.
13 Such grievances must be filed within ten working days from the date of the
14 University's action.

15
16 An employee shall sign written disciplinary warnings indicating that he/she
17 has received a copy. Signing does not mean that the employee agrees or
18 disagrees with the written disciplinary warning. If the employee is unable to
19 sign the statement, a union representative for that department shall sign on
20 behalf of the employee. The employee shall have a right to promptly respond
21 in writing to any written discipline. This response will be kept with the
22 written discipline.

23
24 In imposing discipline on a current charge, the University will not take into
25 account any prior infractions that occurred more than twenty-four (24) months
26 prior to the date of the current infraction. Periods of disability and workers'
27 compensation of greater than thirty (30) days shall extend the life of
28 discipline.

29
30 Probationary employees shall be exempt from the provisions of this Article.

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ARTICLE 13
HEALTH & SAFETY

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

Employees shall comply with safety rules established by the University.

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

Employees are encouraged to report health and safety concerns to immediate supervisors. Issues will be forwarded to the appropriate office and a response will be provided within a reasonable time. No employee shall be punished or in any way adversely affected because he or she raises health and safety concerns.

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

1 The University shall make reasonable efforts to notify the Union of serious
2 work related accidents or illnesses that have come to the attention of Staff and
3 Labor Relations or Environment, Health and Safety.

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

15
16 Time spent by the Union's committee members shall be covered under the
17 provisions of Section 5 of the Grievance and Arbitration Procedure Article.

18 **ARTICLE 14** 19 **LAYOFF AND RECALL**

- 20
21
- 22 1. In the event the University should determine that a layoff is necessary, the
23 University shall have the sole discretion to determine the type, number and
24 location of the jobs to be reduced.
 - 25 2. Employees who are indefinitely reduced from full-time to part-time status
26 for more than ninety (90) days in one contract year shall be eligible to opt
27 for layoff and eligible for the provisions of this Article.

28 **Indefinite Layoff**

- 29
- 30 3. Notice shall be provided in the following manner to employees who have
31 completed the probationary period. A copy of the layoff letter will be sent
32 to the Union.

- 33
- a. In cases of less than ten (10) years of service, employees shall receive
34 written notification within a minimum of thirty (30) calendar days
35
36

1 (not including accrued vacation time) prior to the effective date of the
2 layoff.
3

4 b. In cases of ten (10) or more years of service, employees shall receive
5 written notification of layoff within a minimum of sixty (60) calendar
6 days (not including accrued vacation time) prior to the date of layoff.
7

8 c. When minimum notification, as described above, is not possible, the
9 employee will receive, in lieu of notice, pay equal to the amount
10 he/she would have received had notice been possible, in addition to
11 any accrued vacation pay.
12

13 d. When employees receive notice of layoff as provided for above,
14 Division of Human Resources will give the employees special
15 assistance throughout the layoff period in identifying other jobs the
16 employees may be able to perform.
17

18 4. The about to be laid off seniority employee has the option of replacing
19 probationary employees in any classification or department provided
20 he/she meets the necessary job prerequisites.
21

22 5. All layoffs shall be initiated at the department level in the following
23 order:
24

25 a. Employees shall be laid off in line with their seniority in their wage
26 grade and classification within a department, provided the
27 employee(s) to be laid off does not have specialized knowledge or
28 abilities required in the classification which could not be met by the
29 remaining work force.
30

31 b. An employee laid off under (a) above may displace the least senior
32 employee in a lower wage grade in the same classification within
33 his/her department, provided the employee who might be displaced
34 does not have specialized knowledge or abilities required in that
35 classification and not possessed by the laid off employee. An
36

1 employee shall not be required to fill a position with fewer than their
2 present standard hours of work.
3

4 When an employee moves into a new position, that employee shall be
5 placed in their corresponding pay rate within the grade.
6

- 7 c. An employee who is laid off in accordance with (a) and/or (b) of the
8 paragraphs above and whose seniority is greater than another
9 employee at the same grade or in a lower grade may make written
10 application during the 30 days immediately following notice of layoff
11 to the Director of Staff & Labor Relations listing the classifications
12 the employee believes he/she may be able to perform. Such list of
13 classifications shall be considered in the following order:
- 14 • the least senior employee in the classification and grade from
15 which the employee was laid off
 - 16 • the least senior employee in other classifications at the grade equal
17 to that from which the employee was laid off
 - 18 • the least senior employee in the same classification at a lower
19 grade than that from which the employee was laid off
 - 20 • the least senior employee in other classifications at a lower grade
21 than that from which the employee was laid off
22

23 **NOTE:** Under the provision of section c. above:

24 An employee shall not be required to fill a position with fewer than their
25 present standard hours of work. Standard hours of work for purposes of
26 this section will include weekly and/or yearly basis. Contract College
27 employees will not be required to fill an Endowed position and Endowed
28 employees will not be required to fill a Contract College position.
29

30 As soon as possible but within thirty (30) calendar days from receipt of
31 the employee's list, the University shall make the decision as to whether
32 or not the employee is able to perform the work of the listed position
33 either immediately or within one (1) week of appropriate familiarization,
34 and notify him/her. Where the University determines that the employee
35 is able to displace, the employee shall be placed in that position in
36

1 keeping with the notice requirements of paragraph 2 of this Article. By
2 mutual agreement of the parties, the time limits may be extended.

3
4 In exercising their section (c) rights above, employees are expected to
5 respond in a timely manner to both the Union and management when
6 requests for information are made by either or both parties in their
7 administration of this process. After notice, those employees who fail to
8 respond in a timely manner will be deemed to have withdrawn from this
9 process.

10
11 The parties agree that placement of a qualified laid off employee into an
12 available vacancy is preferable to displacement of another employee. To
13 that end, and in order to avoid displacing another employee, the parties
14 agree that bargaining unit vacancies for which the laid off employee is
15 qualified represent additional employment possibilities for
16 consideration.

- 17
18 **6. Return to work in formerly held classifications:** When the work force
19 increases after a layoff, employees shall be entitled to be placed in
20 openings in accordance with their seniority provided they can perform the
21 work. Employees who have not been returned to the highest rated wage
22 grades and classifications worked in prior to layoff shall be returned to
23 those wage grades and classifications as soon as an opening occurs in line
24 with their seniority. Employees who have been placed in other
25 departments or who have been laid off completely from the University
26 must make a written request to initiate these rights to the Director of Staff
27 & Labor Relations. Such rights will expire two (2) years from date of
28 layoff. Employees who have been placed at a lower grade within the
29 department from which they were laid off shall have such rights for three
30 (3) years from date of layoff unless the employee fails to exercise his/her
31 right to return to a known vacancy. Employees are presumed to be aware
32 of positions posted on the Cornell Careers website.

- 33
34 **7.** Whenever an employee returns from layoff to a different wage grade and
35 classification than the job held prior to layoff, the employee shall be
36 placed in their corresponding pay rate within the grade.

1 8. **Benefits During Layoff:** An employee on layoff is entitled to a
2 continuation of certain benefits for up to one year following the effective
3 date of layoff. These benefits are listed in Other Benefits, Article 34, as
4 University Benefits While on Layoff Status.

5
6 9. **Layoff and recall of specified Union representatives and officers:** The
7 Union shall identify sixteen (16) specified Union representatives and four
8 (4) Union officers (Local Union President, Vice President, Financial
9 Secretary/ Treasurer and Recording Secretary) who shall have preferential
10 seniority. Accordingly, they shall be the last employees to be laid off
11 within their respective classifications at their same grades or lower grades.
12 In the event these specified representatives and officers are on layoff, they
13 will be the first to be recalled to any unit position provided they are able
14 to perform the work.

15
16 It shall be the responsibility of the Union to maintain and update the
17 preferential seniority list and to provide a copy to the Director of Staff and
18 Labor Relations at least semi-annually. Only those employees on the
19 preferential seniority list shall be eligible for its conditions.

20
21 10. **Temporary Layoff:** In the event that it is necessary to lay off employees
22 on a temporary basis, not to exceed ninety (90) calendar days, the
23 University shall notify the employees to be affected and the Union.
24 Whenever feasible the University shall provide one week advance written
25 notice for a layoff in excess of thirty (30) days. A copy of the layoff letter
26 will be sent to the Union. Senior employees may request such layoffs.
27 Departments shall have sole discretion in granting such requests. Such
28 requests shall be granted in order of seniority starting with the most senior
29 employee except where specialized knowledge or abilities cannot be met
30 by the remaining work force.

31
32 11. **Temporary Employment - Winter Intersession:** The University agrees
33 to make a good faith effort to locate temporary employment and to work
34 with those employees who are not scheduled to work during the winter
35 intersession who notifies the University in writing that they are seeking
36 employment during this period.

1 The representatives of the University agree to meet with the Union prior to
2 the winter intersession period to discuss temporary employment
3 opportunities for employees laid off during this period. Both parties
4 recognize that such opportunities will be limited.
5

6 Employees hired to work in a temporary position during winter
7 intersession shall be paid their regular rate of pay, but no more than the
8 maximum of the applicable bargaining unit wage grade.
9

10 Employees laid off during the winter intersession period in the Student and
11 Campus Life and Statler Hotel may use one day of accrued sick leave
12 during this period as leave with pay.
13

14 **ARTICLE 15** 15 **PERSONNEL FILES**

16
17 Division of Human Resources shall maintain the official personnel file for
18 each employee. The University shall use personnel files for University-
19 related activities. Information from the personnel files shall not be made
20 available to anyone outside the University and shall be held in the strictest
21 confidence unless the employee grants written permission or unless the
22 University is required by law or subpoena, or unless the information in an
23 employee's personnel file is requested by the Union in the processing of a
24 grievance or for the administration of the collective bargaining agreement.
25

26 Employees may arrange to examine materials in their personnel file by
27 making an appointment with a representative from the Division of Human
28 Resources.
29

30 Where an employee authorizes a representative to obtain information from
31 that employee's personnel file, such representative shall obtain written consent
32 from the employee for each examination of the file and/or copying of any
33 material from that file. The employee's representative shall contact a Staff &
34 Labor Relations representative of Division of Human Resources, to arrange an
35 appointment to examine the employee's personnel file. Examination of the
36 file shall be done in the presence of a Staff & Labor Relations representative.

1 All written authorizations to examine an employee's personnel file shall
2 become a part of that file.

3
4 The University shall bill the union or the employee for copying costs when the
5 request exceeds five (5) copies per year per employee.

6
7 **ARTICLE 16**
8 **TOOLS**

9
10 Employees shall not be required to use their personal hand tools in the
11 performance of their jobs. The University, through the College and/or
12 Department, shall determine the need for, type, number and quality of the
13 hand tool(s) to be used. The University reserves the right to require the use of
14 University provided tools. An employee may use hand tools that are the
15 personal property of the employee if the employee has received supervisory
16 approval.

17
18 An employee who loses a University hand tool through negligence or
19 damages a University hand tool through misuse, other than normal wear, may
20 be subject to discipline.

21
22 The University shall be liable for lost, stolen or damaged hand tools that are
23 the personal property of employees if the employee has received supervisory
24 approval for the use of personal hand tools and the employee exercised
25 reasonable care for those hand tools. In any instance the University's liability
26 for lost, stolen or damaged personal hand tools owned by the employee shall
27 be the amount of their replacement value.

28
29 **ARTICLE 17**
30 **REQUIRED APPAREL**

31
32 The University may establish reasonable rules pertaining to employee dress
33 and may require the wearing of particularized apparel, such as a uniform.

34
35 The University shall provide such required particularized apparel. Employees
36 permitted to wear such clothing off the premises shall be responsible for

1 laundering. Where the employee is not allowed to wear such apparel off the
2 premises, the University shall allow a maximum of five (5) minutes changing
3 time at the beginning and end of each regularly scheduled shift.

4
5 Where employees are required to wash-up, they shall be given a maximum of
6 ten (10) minutes to wash-up and change. Where a work unit has a current
7 practice of an authorized wash-up, such practice shall be continued within the
8 limits set forth in this Article. Extra time may be allotted at the discretion of
9 management.

10
11 The University will make a reasonable monetary reimbursement for clothing
12 rendered useless through unusual or accidental events on the job. The
13 University will not reimburse employees for clothing worn out by normal
14 wear and tear. Each case will be considered on the basis of the circumstances
15 surrounding it. While the decision to determine the application of this
16 provision in each case is the University's, the employee may grieve a denial to
17 the third step of the Grievance Procedure for final disposition by the parties.
18 Such matters shall not be arbitrable.

19
20 Where the use of safety shoes or boots is required by the department and the
21 department chooses not to provide them, the University shall reimburse the
22 employee for the purchase of safety boots or shoes up to one-hundred-forty-
23 three-dollars (\$143) per year for the remainder of the Agreement.

24
25 **ARTICLE 18**
26 **VEHICLE ALLOWANCE**
27

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

31
32 **Intermittent Use of Motor Vehicle**

33 An employee shall be reimbursed for such personal vehicle in accordance
34 with University policy in keeping with IRS regulation. The University
35 reserves the right to verify mileage claims by reading the odometer of the
36

1 vehicle used by the employee. Any falsification of mileage claims shall
2 subject the employee to disciplinary action.

3 4 **Regular Access to Motor Vehicle**

5 Regular access to motor vehicle is defined as requiring the presence of an
6 employee's personal motor vehicle at the University during the scheduled
7 hours of work and regularly requiring its use in excess of fifty miles per week.
8 An employee using a personal motor vehicle under the regular access category
9 shall be paid a monthly vehicle use allowance of one-hundred-nineteen-
10 dollars (\$119) for the remainder of the Agreement. Employees who meet the
11 requirements of this paragraph who drive less than 50 miles but more than
12 twenty-five (25) miles per week, shall be paid a monthly vehicle use
13 allowance of seventy-seven-dollars (\$77) per year remainder of the
14 Agreement. The monthly allowance shall be reduced by one-fourth (1/4) for
15 each full week not worked within any calendar month. Employees currently
16 receiving a vehicle use allowance shall continue to be paid according to the
17 terms of the provision for Regular Access to Motor Vehicle, so long as one of
18 the two (2) criteria set forth in this provision is maintained. Otherwise the
19 employee shall be reimbursed under the provision for Intermittent Use as set
20 forth above.

21 22 **Maintenance Mechanics**

23 Maintenance Mechanics other than those departments that have a separate
24 sub-council agreement shall be paid a monthly vehicle use allowance bi-
25 weekly when they are regularly required to use their personal motor vehicle in
26 excess of fifty (50) miles per week in the performance of their work duties.
27 The monthly amount shall be one-hundred-twelve-dollars (\$112) for the
28 remainder of the Agreement. The bi-weekly allowance shall be reduced by
29 one-half (1/2) for each full week not worked within each bi-weekly period.

30
31 In all cases where employees are required to use their personal vehicles, such
32 vehicles will be registered with the University and conform with University
33 vehicle and parking regulations. The University reserves the right to provide
34 and require the use of alternate methods of transportation other than personal
35 vehicles.

1 All employees required to use their personal vehicle to drive to and from
2 worksites shall be provided with appropriate permits.

3
4 **ARTICLE 19**
5 **FLEXIBLE WORKING HOURS**

6
7 The University shall consider employee requests for flexible working hours.
8 Departments shall review such requests based upon a department's
9 determination that it would be able to sustain its work flow and/or meet its
10 requirements. While the decision to grant such requests is the University's,
11 the employee may grieve a denial of such a request to the Third Step of the
12 Grievance Procedure for final disposition by the parties.

13
14 **ARTICLE 20**
15 **MEAL BREAKS AND REST PERIODS**

16
17 **Meal Breaks**

18 Employees who are required to work more than six (6) consecutive hours shall
19 receive one (1) uninterrupted meal break of at least thirty (30) minutes. The
20 meal break shall be taken after the employee has worked a minimum of four
21 (4) hours so long as such break is in accordance with New York State Law.
22 The scheduling and length of the meal break not to exceed one (1) hour shall
23 be determined by the department in accordance with New York State Law.
24 The meal break shall be taken on the employee's time and is not included in
25 the standard work week.

26
27 Due to operational needs, Dining and Statler employees who work a shift
28 which begins before 11a.m. and ends no later than 8:30 p.m. can be scheduled
29 by the University without a 2nd unpaid meal break period between 5 p.m. and
30 7 p.m. Schedule changes will be made in accordance with Article 35, Hours of
31 Work and Overtime.

1 **Rest Periods**

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

7
8 An employee shall be entitled to take one fifteen (15) minute paid rest period
9 for each four (4) hours of overtime worked.

10
11 Meal and rest periods cannot be accumulated.

12
13 **ARTICLE 21**
14 **CONSULTATION ON WORKING CONDITIONS**

15
16 Where new or additional equipment affecting employees is required, the
17 University agrees that it will consult the affected employees as early as
18 possible prior to its purchase or rental. Where the University plans major
19 renovation and/or reorganization of the physical plant or where a permanent
20 change is considered in the location of work areas or in work procedures, the
21 University agrees that the affected employees will be consulted as early as
22 possible prior to implementation of those changes. It is understood,
23 consultation refers to the asking of advice or opinion of affected employees in
24 such a manner so they will have a meaningful effect on the decisions made by
25 the University. The employee may grieve the denial of such consultation to
26 Step 3 of the grievance procedure for final disposition by the parties. This
27 article is not arbitrable. Issues affecting health and safety and/or ergonomic
28 considerations in the work place may be brought to the joint health and safety
29 committee.

30
31 **ARTICLE 22**
32 **LEAVE OF ABSENCE WITHOUT PAY**

33
34 **Short-Term Personal Leave**

35 All regular full-time and part-time employees may be eligible for a short-term
36 personal unpaid leave after completion of their probationary period. Short-

1 term personal leaves may be requested for up to ninety (90) calendar days.
2 The employee's position will be held open for the duration of the short-term
3 leave. The request must state the reason for the leave and the length of leave.
4 Seniority will continue to accrue during the leave.

5
6 Requests for short-term personal leaves are granted solely at the discretion of
7 the department. Any request for a short-term personal leave which is denied
8 may be grieved directly to Step 3 of the Grievance Procedure, but shall not be
9 arbitrable.

10 11 **Long-Term Personal Leave**

12 All regular full-time and part-time employees with at least one year of
13 continuous service prior to the date of leave are eligible for a long-term
14 personal unpaid leave of up to a maximum length of one year. The
15 employee's position will not be held open, and there shall be no guarantee of
16 re-employment. However, employees on unpaid long-term leaves of absence
17 may use their seniority which will be frozen during the period of the leave to
18 apply for vacant bargaining unit positions in keeping with Article 10.

19
20 Eligible employees may be authorized to take a long-term unpaid personal
21 leave for the following reasons:

- 22 • Government service (elective office)
- 23 • Educational purposes
- 24 • Extended vacation (following five (5) years of University service)
- 25 • Sickness and disability
- 26 • Settlement of an estate
- 27 • Travel to accompany spouse on sabbatic
- 28 • Domestic responsibilities
- 29 • Other reasons deemed appropriate by the University

30
31
32 The employee is required to submit a written request for a long-term unpaid
33 personal leave through the department head to the College/Unit Human
34 Resource Representative stating the reason for the leave and length of leave.
35 The request for a long-term unpaid personal leave must be made at least two
36 (2) weeks in advance of the first day of leave. Whenever employees exhaust

1 their Short-Term Disability Plan benefits and application for Long-Term
2 Disability Plan benefits is still pending, the employee shall be automatically
3 placed on a Long-Term Personal Leave for the interim period up to a
4 maximum of one (1) year.

5
6 Cornell Children's Tuition Scholarship will be continued until the end of the
7 term in which a leave begins, then discontinued until the employee returns to
8 regular University service.

9
10 Requests for unpaid long-term personal leave are granted entirely at the
11 discretion of the department head in conjunction with the College/Unit Human
12 Resource Representative. Denials shall not be unreasonable.

13
14 **General Provisions For Short-Term And Long-Term Unpaid Personal**
15 **Leaves**

16 Accrued vacation must be exhausted before a long term unpaid personal leave
17 begins. An employee shall not be eligible for sick leave or disability benefits
18 while on an approved unpaid personal leave. Sick leave and vacation will not
19 accrue while an employee is on unpaid personal leave. If the employee
20 returns to active employment at the University within the limits specified by
21 the unpaid leave of absence agreement, sick leave shall be restored to its
22 former level and the employee's wage rate will be determined according to
23 their frozen seniority.

24
25 Acceptance of any employment inconsistent with the unpaid leave will result
26 in termination of the unpaid leave and may result in discipline.

27
28 **ARTICLE 23**
29 **VOLUNTEER FIREFIGHTER AND**
30 **EMERGENCY 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 to a
34 working fire or emergency during the employee's actual scheduled working
35 hours, the University shall compensate the employee at the employee's regular
36 straight time hourly rate of pay only for those emergency hours which overlap

1 the employee's scheduled hours. It is expected that the employee shall
2 respond to a fire or medical emergency only when that individual's services
3 are necessary. Whenever possible, the employee shall request to leave from
4 his/her supervisor before departing the work place. The employee shall not
5 depart from work knowing that such departure may cause or contribute to
6 unsafe conditions at the University or damage to University property.

7
8 If after responding to a medical emergency or fire such employee's service or
9 presence is not required, the employee shall immediately return to the
10 employee's work assignment, provided there is time remaining in the
11 employee's shift.

12
13 In the event that a volunteer firefighter and/or an EMT is required to respond
14 to a working fire or emergency during the eight (8) hours immediately
15 preceding the start of the employee's shift, the employee shall receive paid
16 time off during the upcoming shift equal to the actual time spent in resolving
17 the emergency or fire. In no event shall the employee receive paid time off
18 for any time greater than their shift assignment for that day.

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

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

30
31 **ARTICLE 24**
32 **INCLEMENT WEATHER**
33

34 Employees required to report to or remain at work when the University has
35 officially announced a delayed opening, a partial closing, or a University
36 closing for inclement weather shall be paid at a rate of time and one-half (1-

1 1/2) their regular rate for the hours worked when the University is closed and
2 shall also receive paid time off for each such hour worked.

3
4 Employees who are not required to report to or remain at work shall be paid at
5 their regular rate for the hours scheduled that day but not worked due to the
6 closing.

7
8 Those employees on approved scheduled vacation or sick leave during such a
9 closing shall be charged leave time, regardless of the weather conditions.

10
11 Employees who are late to work or unable to report to work due to severe
12 weather and travel conditions may charge any such lost time to either accrued
13 personal or vacation leave when the University has remained open, or make
14 up the time within the same workweek at the mutual convenience of the
15 employee and supervisor.

16
17 An employee may request to leave a work assignment early due to severe
18 weather and travel conditions. Such requests shall be honored unless it would
19 cause unreasonable hardship for the University and shall not be charged as an
20 unscheduled absence.

21 22 **Public Transportation/Ride Share**

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

30 31 **General Provisions**

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

1 **ARTICLE 25**
2 **VOTING**
3

4 Employees who are registered voters may take time off from work with pay in
5 order to vote if polling places are not open four (4) consecutive hours before
6 or after the employee's scheduled work day.
7

8 **ARTICLE 26**
9 **UNIVERSITY COMMITTEES**
10

11 Employees who have been appointed or selected by a person(s) delegated by
12 the University to do so, or elected through an authorized University election,
13 to serve on official University Committees will receive time off with pay
14 during regularly scheduled working hours to serve on such committees.
15 Employees who are appointed or elected to an official University Committee
16 shall notify their supervisors when the appointment or election becomes
17 effective.
18

19 Employee members of official committees who desire time off from work to
20 serve on official committees should notify their immediate supervisor of the
21 meeting. The supervisor will grant time off unless the staffing needs of the
22 department require the employee's presence at that particular time.
23

24 If approved, employees will be paid for release time to serve on official
25 committees during normal working hours.
26

27 **ARTICLE 27**
28 **JURY DUTY LEAVE**
29

30 An employee called for jury duty will be paid his/her regular rate of pay upon
31 submission of the summons. An employee subpoenaed to appear in court as a
32 witness by the employer or for an employment related matter will be paid
33 his/her regular rate of pay upon submission of the subpoena. The employee
34 should notify his/her supervisor immediately. Employees serving on jury duty
35 are expected to work during normal working hours when excused from court
36

1 when more than one-half (1/2) day excluding travel time from court remains
2 in his/her work day or unless excused by his/her supervisor.

3
4 An employee who works a schedule other than a normal schedule of Monday
5 through Friday who is selected for Jury Duty may request a temporary
6 schedule change. Such requests will be considered on a case by case basis in
7 keeping with business needs.

8
9 **ARTICLE 28**
10 **BEREAVEMENT LEAVE**

11
12 When a death occurs in an employee's immediate family, the employee shall
13 be allowed up to a maximum of three (3) days off with pay to make funeral
14 arrangements and/or attend the funeral or attend related services. The
15 immediate family consists of the employee's parents, surrogate parent, step-
16 parents, grandparents, parents-in-law, brothers-in-law, sisters-in-law, sons-in-
17 law, daughters-in-law, grandchildren, spouse (as defined by University
18 policy), domestic partner, child, step-child, or siblings (brother, sister,
19 step/half-brother, step/half-sister). Note: Surrogate parent is anyone whom
20 the employee viewed as their primary caregiver, for example, aunt, uncle,
21 cousin or non-blood related caregiver.

22
23 For the funeral of other relatives or service as a pallbearer, an employee may
24 be released from work with pay for a maximum of one-half (1/2) day for a
25 local funeral, and one (1) day when the employee would have to drive twenty-
26 five (25) miles or more from the University to attend the funeral.

27
28 Employees may be released with pay for a maximum of one-half (1/2) day to
29 attend the funeral of a fellow employee in the immediate work unit. The
30 University may restrict the number of employees to be released for a fellow
31 employee's funeral. However, serious consideration shall be given to all
32 requests.

33
34 For the death of others not listed above, or, if additional time off is needed
35 during this period, employees may request the use of personal leave, vacation
36

1 leave or leave without pay in keeping with Articles 31 and 32, respectively.
2 Such requests will not be unreasonably denied.

3
4 **ARTICLE 29**
5 **MILITARY SERVICE LEAVE**

6
7 Upon application, a military service leave without pay shall be granted to
8 employees who enlist or are drafted into the Armed Forces of the United
9 States.

10
11 Reinstatement and rights after reinstatement are governed by applicable
12 federal laws. Seniority shall accumulate while an employee is on a Military
13 Service Leave.

14
15 Requests from military veterans for leave to observe Veteran's Day will be
16 granted.

17
18 **ARTICLE 30**
19 **MILITARY TRAINING LEAVE**

20
21 Employees who are members of the National Guard, Coast Guard, or U.S.
22 Military Reserve units shall be granted leave with pay for training periods of
23 more than seven (7) days on no more than two (2) occasions in a twelve (12)
24 month period, up to a maximum of thirty (30) days in total in a twelve (12)
25 month period. Vacation or personal leave may be used for military training in
26 excess of thirty (30) days subject to the approval of the department head.

27
28 Whenever possible, the employee shall provide written documentation to the
29 University at least two (2) weeks in advance of the scheduled training,
30 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.
- Sick leave cannot be taken before it is accrued.

Sick leave shall be available for only personal employee illness or employee dental or medical appointments which cannot be scheduled outside regular working hours.

Employees should submit, with as much advance notice as possible, a leave request to their supervisor for routine medical and dental appointments. In the event of a medical emergency, the employee's supervisor should be notified as

1 soon as possible. When there is a reason to suspect abuse, supervisors may
2 request a physician's certificate as verification of an employee's illness before
3 approving the payment of sick leave.

4
5 To be eligible to receive sick leave pay employees must abide by the call-in
6 procedure set forth by their individual departments except when failure to
7 notify is due to circumstances beyond the control of the employee.

8
9 Upon return to work from sick leave the University reserves the right to
10 require the employee to submit medical proof of fitness for the resumption of
11 duties.

12
13 On the first day of a job related injury (i.e., workers' compensation), time
14 away from work to receive first aid treatment will be considered leave with
15 pay. However, any other lost time from work on day one will be charged to
16 the employee's sick leave.

17 18 **Health Care Leave**

19 Up to three (3) working days of accumulated sick leave may be taken within
20 each fiscal year in the event that an employee's full attention is necessary to
21 care for a member of the employee's immediate household, or who is a
22 member of the immediate family or a dependent. Immediate family shall be
23 restricted to those relationships identified in Article 28. Regular part-time
24 employees may take the prorated equivalent. Health care leave that is not
25 used by the end of the fiscal year will remain as unused sick leave.

26
27 Where health care leave is used for an emergency, the employee's supervisor
28 must be notified as soon as possible. Health care leave for purposes other
29 than an emergency requires advance permission of the employee's supervisor.

30
31 Supervisors may require verification of the health care or emergency causing
32 an employee to request use of this leave time.

33 34 **Personal Leave**

35 Up to three (3) working days of accumulated sick leave may be taken for
36 personal reasons or emergencies within each fiscal year. For employees with

1 twenty (20) or more years of continuous service, up to five (5) working days
2 of accumulated sick leave may be taken for personal reasons or emergencies
3 within each fiscal year effective the beginning of the next fiscal year. Regular
4 part-time employees may take the pro-rated equivalent. Personal leave may
5 be taken only if an equal amount of sick leave has accrued. Personal leave
6 that is not used by the end of the fiscal year will remain as unused sick leave.

7
8 Where personal leave is used for an emergency, the employee's supervisor
9 must be notified as soon as possible. Personal leave for purposes other than
10 an emergency requires advance permission of the employee's supervisor.

11
12 Unscheduled absences incurred due to an emergency personal leave will be
13 reviewed on a case by case basis.

14
15 Sick leave and personal leave balances are canceled upon termination of the
16 employee and may not be taken as terminal leave. An employee shall not earn
17 or use sick/personal leave when the employee is on an unpaid leave from the
18 University.

19
20 If there is reason to suspect abuse, supervisors may require verification of the
21 personal reason or emergency causing an employee to request use of Personal
22 Leave. Employees may choose to provide verification to their supervisor or a
23 higher level of departmental supervision.

24
25 An employee shall not earn or use personal leave when the employee is on
26 unpaid leave from the University.

27 28 **ARTICLE 32** 29 **VACATION**

30
31 Vacation shall accrue for each straight time hour worked, including paid
32 personal leave, sick leave, holidays, and vacation, according to the following
33 rates.

34
35 Employees hired prior to July 1, 1994 are entitled to earn vacation under the
36 following schedule:

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

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

12			
13	Years of Service	Vacation Earned	
14	<u>Completed*</u>	<u>Per Year</u>	<u>Vacation Factor</u>
15	1 - 5	2 weeks	.03846
16	6 - 10	3 weeks	.05769
17	11 or more	3 weeks plus	.06153
18		1 day per year	.06538
19		up to 4 weeks	.06923
20			.07307
21			.07692
22			

23 *Years of Service Completed are based on an employee's Adjusted Service
 24 Date.

25
 26 Paid vacation accrual begins on the date of last hire. Employees who transfer
 27 into the bargaining unit shall accrue vacation based on their Adjusted Service
 28 Date. Changes in accrual rates shall be effective on the anniversary date of last
 29 hire. Paid vacation may accrue to a maximum of three hundred and twenty
 30 (320) hours or two (2) times the annual accrual rate, whichever is less. On
 31 December 31, leave balances that exceed the maximum will automatically be
 32 adjusted to the appropriate maximum.

33
 34 Employees who do not earn their annual paid vacation accrual may request
 35 unpaid vacation leave that is equal to the difference between their actual paid
 36 vacation accrual and their annual vacation entitlement. Unpaid vacation leave

1 shall not accrue. All such requests shall be considered by the department in
2 keeping with business needs.

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

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

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

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

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

30
31 The following procedure applies solely for the purpose of resolving
32 conflicting vacation requests: Employee requests for vacation between
33 October 1 and March 31 shall be submitted in writing before September 23.
34 Requests for the period of April 1 through September 30 shall be submitted
35 before March 23. When multiple vacation requests for the same period are
36 simultaneously received, approvals will be granted by length of seniority, with

1 the highest seniority employee given first preference. Approval or denial of
2 requests shall be returned to the employee no later than March 30 or
3 September 30. All requests for vacation shall be considered by the
4 department in keeping with business needs. An exception to this procedure
5 may be made for an employee who must make a financial commitment to
6 specific vacation plans more than four (4) months in advance of the vacation
7 date. Such requests may be approved or denied based on business needs on a
8 first come first served basis. The employee may be required to demonstrate
9 such financial commitment.

10
11 An employee's request for vacation may be based on balances that could
12 accrue after the cutoff dates identified above. Any approval of a vacation
13 request will be contingent on the employee having a sufficient vacation
14 balance at the time vacation is used.

15
16 When an employee has accrued vacation leave and dies, the corresponding
17 payment for such shall be paid to the employee's duly appointed legal
18 representative or any relative the University in its discretion may deem
19 appropriate.

20 21 **ARTICLE 33** 22 **HOLIDAYS**

23
24 The University shall observe the holidays listed below for employees covered
25 by this Agreement:

- 26 - Martin Luther King, Jr.
- 27 - Memorial Day
- 28 - Juneteenth
- 29 - Independence Day
- 30 - Labor Day
- 31 - Thanksgiving Day
- 32 - Friday After Thanksgiving Day
- 33 - Winter Holiday Period

34
35 Each year Division of Human Resources shall announce the specific calendar
36 days on which the holidays shall be observed. Holidays which fall on

1 Saturdays or Sundays shall be designated by the University for observance on
2 a weekday.

3
4 **Holiday Pay**

5 Regular employees who are not scheduled to work on the holiday will be paid
6 for holidays at their regular rate of pay for the employee's "standard"
7 workday. Standard workday is defined as one-fifth (1/5) of the employee's
8 regular weekly hours.

9
10 **Pay For Holiday Work**

11 Employees who are required to work on a University holiday will receive pay
12 at time and a half their normal rate for hours actually worked on that holiday
13 plus regular pay for the balance of the hours, if any, not worked on that
14 holiday. In addition, the employee shall receive holiday paid leave time off
15 equal to the number of hours worked on that holiday, not to exceed the
16 employee's standard workday. Unused holiday paid leave time will be paid
17 out at the end of the fiscal year. Employees who leave employment with the
18 University before the end of the fiscal year will be paid their unused holiday
19 paid leave time.

20
21 At the discretion of the department, after advanced discussion with the
22 employee, employees may receive holiday pay in lieu of holiday paid leave
23 time off. Only time worked in this option shall be used for overtime purposes.

24
25 **Eligibility**

26 To be eligible to receive holiday pay the employee must work the employee's
27 last scheduled work day prior to and the employee's next scheduled workday
28 after a holiday, unless the employee is able to substantiate, in management's
29 judgment, a reasonable cause for absence.

30
31 For each holiday period the employee must work the last scheduled workday
32 prior to each holiday period and the next scheduled workday after each
33 holiday period. Failure to do so shall disqualify the employee for pay for one
34 holiday in the holiday period, unless the employee is able to substantiate, in
35 management's judgment, a reasonable cause for absence.

1 The mid-year Intersession shall include the winter holiday period (6 working
2 days).

3
4 When departments or dining units are not completely shut down during the
5 mid-year Intersession period and less than the full complement of employees
6 are scheduled to work, employees may apply to their immediate supervisor for
7 time off during this period and it will be granted, in keeping with operational
8 needs, in order of seniority. Employees who are on temporary layoff during
9 this period may request any unpaid workdays be charged to personal or
10 vacation leave time.

11
12 Laid off employees shall be eligible to receive holiday pay for all of the
13 holidays in the mid-year Intersession period if they meet one of the following:

- 14
15 1. They are laid off during the five (5) working days immediately prior to the
16 last day of final exams prior to the start of the mid-year Intersession period.
17
18 2. They are laid off during the mid-year Intersession period.
19
20 3. They are recalled from layoff during the mid-year Intersession period.
21
22 4. They are recalled from layoff within five (5) working days of the first day
23 of regular classes following the termination of the mid-year Intersession
24 period.

25
26 Any employee on a paid leave of absence, excluding long-term disability,
27 shall be paid for any holidays which occur during that leave.

28
29 Any employee who is scheduled to work on a holiday and fails to report to
30 work shall forfeit holiday pay and be subject to disciplinary action, unless the
31 employee is able to substantiate a reasonable cause for absence.

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ARTICLE 34 OTHER BENEFITS

Endowed Employees

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The University and the Union agree that, during the term of this Agreement, the University will automatically extend to endowed employees covered by this Agreement any adjustments made by the University in the current benefit programs listed below in this paragraph which the University might make for employees not covered by a collective bargaining agreement. In the event of such changes, the University will notify the Union of such changes prior to their implementation:

- Group Life Insurance
- Accidental Death and Dismemberment Plan
- Cornell University Retirement Plan (CURP)
- Cornell Tax Deferred Annuity Plan (Voluntary)
- Cornell Children's Tuition Scholarship Plan
- Cornell Long Term Disability Plan
- Cornell Workers' Compensation
- Cornell's Short-Term Disability Plan
- Cornell Health Care Plan
- Employee Tuition and Training Program
- Direct Deposit
- Sick Leave Conversion for Post-Retirement Health Insurance Coverage
- Cornell Break in Service Policy
- Faculty & Staff Assistance Program (FSAP)
- Holidays
- Vacations
- Bereavement Leave
- Family and Medical Leave Act
- Emergency Responder Leave
- University Benefits While on Layoff Status

1 **Statutory Employees**

2 The University and the Union agree that, during the term of this Agreement,
3 the University will automatically extend to Statutory employees covered by
4 this Agreement any adjustments made by the University in the current benefit
5 programs listed below in this paragraph which the University might make for
6 employees not covered by a collective bargaining agreement. In the event of
7 such changes, the University will notify the Union of such changes prior to
8 their implementation.

- 9
- 10 • Group Life Insurance
 - 11 • Accidental Death and Dismemberment Plan
 - 12 • New York State Employees Retirement System Benefits
 - 13 • Tax Deferred Annuity Plan (Voluntary)
 - 14 • Cornell Children's Tuition Scholarship Plan
 - 15 • Long-Term Disability Plan (non-vested employees only)
 - 16 • Workers' Compensation
 - 17 • Cornell's Short-Term Disability Plan
 - 18 • Group Health Insurance:
19 The Statewide Plan or Group Health Incorporated
 - 20 • Employee Tuition and Training Program
 - 21 • Direct Deposit
 - 22 • Cornell Break in Service Policy
 - 23 • Faculty & Staff Assistant Program (FSAP)
 - 24 • Holidays
 - 25 • Vacations
 - 26 • Bereavement Leave
 - 27 • Family and Medical Leave Act
 - 28 • Emergency Responder Leave
 - 29 • University Benefits While on Layoff Status
- 30

31 **ARTICLE 35**
32 **HOURS OF WORK AND OVERTIME**

33
34 The University reserves the right to determine and/or amend daily hours of
35 work, weekly work schedules and pay days.

1 While the University will make every effort to accommodate an employee's
2 request to be excused, the University reserves the right to require employees
3 to work overtime or report on their scheduled hours or days off.

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

11
12 Employees will notify their supervisor if they desire a change in schedule
13 within their department. Where feasible, departments will honor seniority in
14 scheduling within job classification for open positions. If management cannot
15 accommodate seniority, management will explain the reasons to the employee
16 and the union, and will work with the employee to avert a similar situation in
17 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) hours
21 in any given work week at one and one-half times their regular rate of pay.
22 All hours paid in the work week as defined below shall be counted for the
23 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 right
32 of the University to require overtime.

33 34 **Shift Differential**

35 Employees who are regularly scheduled to work a shift which includes four or
36 more hours between the hours of 6:00 p.m. and 6:00 a.m. shall be paid one

1 dollar and twenty-five cents (\$1.25) per hour. Any employee who is
2 involuntarily assigned to a shift on a temporary basis for three (3) days or
3 more in a week shall be paid this shift differential. Shift differential shall be
4 paid for the following paid leave situations: vacation, holiday, sick, personal,
5 family health care leave and bereavement leave.

6 7 **Call-Back Pay**

8 Employees required to return to work after leaving the University's premises
9 following their work shifts shall be paid a minimum of four (4) hours pay.

10
11 In the event an employee is called back a second time within eight (8) hours
12 of leaving work, only actual hours worked during the call-back shall be
13 counted toward the calculation of overtime.

14
15 Employees who report to work on a scheduled workday and are sent home due
16 to a scheduling error on the part of management shall be guaranteed either four
17 (4) hours of work or four (4) hours of pay.

18 **ARTICLE 36** 19 **WAGES**

20
21
22 It is the responsibility of management, the Union and the employee to insure
23 the proper placement of employees in the wage step system.

24
25 When an error of placement or a pay rate comes to the attention of
26 management, the error will be corrected. Retroactivity for an overpayment or
27 an underpayment will be limited to the beginning of the fiscal year in which it
28 was brought to management's attention, except if the error is brought to
29 management's attention in July, the retroactivity may go back to the prior July.

30
31 All employees will be paid in accordance with the instructions indicated on the
32 wage schedules below for the life of the Agreement.

July 1, 2022 to June 30, 2023				
Grade	Hire Rate	Job Rate	Prior to	
	Step 1	Step 2	6/30/97	
			Step 3	
S01	\$18.19	\$19.23	\$22.39	
S02	\$19.00	\$19.78	\$23.16	
S03	\$19.34	\$20.15	\$23.95	
S04	\$19.88	\$20.87	\$24.78	
S05	\$20.42	\$21.80	\$25.56	
S06	\$21.56	\$22.59	\$26.61	
S07	\$22.74	\$23.61	\$27.61	
S08	\$23.52	\$24.57	\$28.76	
S09	\$24.69	\$25.69	\$29.89	
S10	\$25.86	\$26.72	\$31.10	
S11	\$26.87	\$27.74	\$32.40	
S12	\$27.90	\$28.82	\$33.69	

July 1, 2023 to June 30, 2024				
Grade	Hire Rate	Job Rate	Prior to	
	Step 1	Step 2	6/30/97	
			Step 3	
S01	\$19.17	\$20.27	\$23.60	
S02	\$20.03	\$20.85	\$24.41	
S03	\$20.39	\$21.24	\$25.24	
S04	\$20.95	\$21.99	\$26.12	
S05	\$21.52	\$22.97	\$26.94	
S06	\$22.73	\$23.81	\$28.04	
S07	\$23.96	\$24.89	\$29.10	
S08	\$24.79	\$25.90	\$30.31	
S09	\$26.02	\$27.08	\$31.50	
S10	\$27.25	\$28.17	\$32.78	
S11	\$28.32	\$29.23	\$34.15	
S12	\$29.41	\$30.38	\$35.51	

Hire Rate

Employees will move from the Hire Rate to the Job Rate upon completion of three (3) years of service.

1 **Job Rate**

2 All employees who are currently in the Job Rate or move into the Job Rate
3 from the Hire Rate will remain at the Job Rate for the duration of this
4 agreement.
5

6 **Hire Date 6/30/97 and Prior**

7 Employees hired into the bargaining unit prior to and including June 30, 1997
8 are eligible for this rate. Any employee eligible for this rate shall receive the
9 corresponding rates according to the charts above, or annual increase equal to
10 the increase in each year to the wage schedule, whichever is greater.
11

12 **Statler Hotel Wages - Special Classifications**

13
14 Cornell University and the UAW agree to the following terms regarding
15 Statler Hotel employees.
16

17
18 **Wages for Tipped Service Employees Hired on or After July 1, 1994**
19

20

Grade	Classification	Effective July 1, 2022 Hire Rate	Effective July 1, 2022 Job Rate	Effective July 1, 2023 Hire Rate	Effective July 1, 2023 Job Rate
S02	Waitperson	\$12.16	\$12.89	\$12.82	\$13.59
S04	Bartender	\$12.16	\$12.89	\$12.82	\$13.59

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27 Effective July 1, 2022 the wages in the above chart reflect the contractual
28 general wage increases for the life of the Agreement.

29 All Paid Leave Rates shall be at the corresponding Hire Rate or Job Rate
30 based upon the employee's seniority.
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ARTICLE 37
WORK OUT OF GRADE

11 Any employee who is assigned by their supervisor to fill in a higher level
12 position on a temporary basis for more than five (5) working days, will be
13 temporarily paid at the corresponding pay rate for that grade. Any employee
14 reassigned to the same position within twelve (12) months of the previous
15 assignment to the upgraded job will not be subject to the five (5) day waiting
16 period.

17 The effective date of any pay increase shall be the beginning of the acting
18 appointment. At the end of the acting appointment employees shall return to
19 the grade and salary previously held, plus any adjustments to salary that may
20 have occurred in the meantime.

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

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

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ARTICLE 38
SEPARABILITY

37 Any provision or part thereof of this Agreement is found to be invalid or
38 unenforceable by a final decision of a court of law or is in conflict with any
39 applicable federal or state law or regulation, such provision, or part thereof
40 shall be deemed to be deleted from this Agreement. In the event that any
41 provision, or part thereof, of this Agreement is thus rendered inoperative and
42 of no force and effect, the remaining provisions shall, nevertheless, remain in
43 full force and effect.

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ARTICLE 39
DURATION OF AGREEMENT

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This Agreement shall remain in full force and effect until 11:59 p.m., June 30, 2024 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 terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party.

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ARTICLE 40
RECLASSIFICATIONS

When an employee or group of employees, request a job reclassification review, the employee(s) shall provide in writing the reason for the review to the department. The Union may assist the employee(s) in any stage of this process. The department shall review such request and develop in conjunction with the employee(s) a revised job description if appropriate. Reasonable effort will be made to complete this process within sixty (60) days. The department shall forward the request to the human resources office of the college/unit within two (2) weeks of the completion of the job description. The human resources office of the college/unit will conduct a fair and objective review. Employee(s) input shall be sought when appropriate. The employee(s) shall be notified of the results of the review within six (6) months from the initial request.

For positions which are upgraded, the employees' pay shall be retroactive to the beginning of the pay period following receipt of the request by the college/unit human resources office and in no event more than sixty (60) days after the department's receipt of the employees written request.

If the employee(s) wishes to appeal the results of the decision the employee(s) may forward an appeal of such decision with written justification directly to Step 3 of the Grievance Procedure, Article 11. It is understood that when an existing job is upgraded or reclassified, the employee(s) holding that position

1 shall remain in that revised position. Reviews may not be requested more
2 than once a year unless job duties or responsibilities have changed.

3
4 **ARTICLE 41**
5 **WORK PRIORITIES**
6

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

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**ARTICLE 42
AGREEMENT**

This Agreement is entered into this 18th day of November, 2022 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 18th day of November, 2022.

Cornell University

Service and Maintenance
Bargaining Unit

James M. Johnson

Levon Brewer

David J. Baker

Christina Johnson

Michael Smith

Mark Sargent

[Signature]

[Signature]

Kenneth J. Hellman

Rick Kuban

Cheryl Baker

Byron B. Riggs

Paul Z.

[Signature]

[Signature]

Lorna Everett

1 **Letter of Understanding B**

2
3 Cornell University and the UAW agree to the following:

4
5 **1. Health Insurance**

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

8
9 The University agrees to continue to pay no less than 90% of the cost of
10 single coverage and 60% of the cost of family coverage for endowed
11 employees. The employee shall be responsible for the remainder.

12
13 **2. Joint Benefits Education Committee**

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

23
24 **3. Cornell/UAW Benefits and Education Representative**

25 **General Statement:** The Union and the University agree to the position
26 "Cornell/UAW Benefits Liaison." The liaison role will be to educate and
27 assist UAW-represented employees in understanding and utilizing their
28 contractual benefits. It is not the intent of the liaison role to advise or act as
29 a consultant to the University benefits staff or the UAW-represented
30 employees in the selection of benefit options. The Benefits Liaison will
31 report to the Vice President of Human Resources or designee. Both parties
32 must agree on the selection of the individual to fill this role.

33
34 **Liaison Role**

- 35 • Become acquainted with Benefits staff and their roles

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

29 Note: The parties agree the sole purpose of the changes to the language of
30 this section during the negotiations of the July 1, 2022 to June 30, 2024
31 agreement is to clarify that the UAW benefits liaison is a full-time paid
32 position. (See also, section 9, Letter of Understanding B.)
33
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1 **4. Career Development**

2 Three representatives from the University and three representatives from
3 the Union shall meet regularly for purposes of establishing objectives and
4 goals as they relate to career opportunities and job training for employees.
5 The University and the Union, for example shall work together to identify
6 existing job families and to better communicate their prerequisite
7 qualifications through job profiles to assist employees with career
8 mobility.

9
10 The parties agree to jointly identify individuals and jointly educate staff to
11 encourage participation in the Provisional Employment features of Article
12 10, Filling Job Vacancies.

13
14 **5. Parking**

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

23
24 For the term of the agreement, the director of Transportation Services
25 and/ or their designee agree to meet up to four (4) times a year with up to
26 three (3) bargaining unit representatives (inclusive of elected
27 representatives) to discuss current parking initiatives, availability, and
28 resources. The agenda for the meeting will be exchanged at least one (1)
29 week before the meeting. Bargaining unit employees who participate in
30 these meetings will be paid for these meetings when the meetings are held
31 during their regular working hours.

32
33 **6. Labor/Management Commitment to Education**

34 The University and the Union agree that training, continuous education,
35 and development of employees is of mutual benefit to the individual and
36 the University.

1 In keeping with University policies, employees are encouraged to
2 participate in educational programs including jointly planned
3 labor/management initiatives.

4
5 Paid release time will be provided for jointly sponsored
6 labor/management programs with the approval of the department.

7
8 7. Letters of Understanding and the Sub-Council Agreements are subject to
9 the provisions of Article 11, Grievance and Arbitration.

10
11 8. When the University is considering outsourcing work or contracting
12 outside vendors to perform non-incidental work or services that would
13 otherwise be bargaining unit work that may result in the layoff of a
14 bargaining unit employee, the union will be informed of the pending
15 decision and a joint UAW/Management meeting shall be convened. In
16 the meeting, the parties will attempt to find reasonable alternatives in
17 order to keep work in-house. Management will provide the Union with
18 specific reasons for the contemplation of outsourcing in advance of the
19 meeting. Within five (5) working days of the joint UAW/Management
20 meeting either party may request a federal mediator from the Federal
21 Mediation and Conciliation Service (FMCS) to further assist the parties in
22 discussing the issue.

23
24 When the University is considering outsourcing work or contracting
25 outside vendors to perform non-incidental work or services that would
26 otherwise be bargaining unit work that does not result in a layoff of a
27 bargaining unit employee, the University will make its best effort to
28 inform the Union of the pending decision and the university will meet
29 with the union upon request.

30
31 The University's final decision shall not be subject to the grievance and
32 arbitration provisions in the collective bargaining agreement.

33
34 **9. Full-Time University Compensated Un-Elected Positions**

35 It is agreed and understood that University compensated full-time
36 bargaining unit appointed positions shall be nominated by the Local

1 Union and must be approved by both the University and the International
2 Union. It is also understood that employees occupying these positions
3 shall serve subject to the continuing approval of both the University and
4 the International Union. Employees resigning or removed from appointed
5 positions will be returned to his/her department to the classification and
6 grade last held by the employee, bumping the least senior University
7 employee in that classification and grade. Employees will be
8 compensated at the corresponding pay for the classification and grade
9 they last occupied including any and all negotiated increases.

10
11 • The University agrees to fund a full-time peer counselor position.

12
13 • The University agrees to fund a full-time benefits liaison position.

14
15 **10. President's Position**

16 The University agrees to fund the president's position when the president
17 is elected from the University bargaining unit pursuant to the terms of the
18 parties' memorandum of agreement, dated February 13, 2019.

- 19
20 11. The University agrees to provide eighty (80) hours of paid release time
21 per year for Zone Representatives for joint training opportunities,
22 problem solving and grievance prevention.

23
24 **12. Omnibus Transportation Employee Testing Act Policy**

- 25 1. Change Section IV, Random Testing, of the above policy as follows:

26
27 **Characteristics of Random Alcohol Testing:** The number of safety-
28 sensitive employees randomly selected for alcohol testing during the
29 calendar year shall be equal to a minimum percentage rate of fifty
30 percent (50%) of the total number of covered employees subject to
31 alcohol testing.

- 32
33 2. Change Section II, Reasonable Suspicion Testing, Section III, Post-
34 Accident Testing, Section IV, Random Testing and Section V, Return
35 to Duty, to reflect the following:

1 Any safety-sensitive employees who tests positive for drugs or who
2 undergoes breath alcohol testing which results in an alcohol
3 concentration of .04 or greater as a result of a reasonable suspicion,
4 post-accident or random test shall be immediately and permanently
5 removed from their safety-sensitive position.
6

7 Any Safety-sensitive employee who undergoes breath alcohol testing
8 which results in an alcohol concentration between .02 and .04 shall
9 immediately be removed from the safety-sensitive function and shall be
10 evaluated by a Substance Abuse Professional (SAP). Such employee
11 shall be subject to Section V, Return to Duty Testing and Section VI,
12 Follow-up Testing.
13

14 **13. Quarterly Meetings with Sr. Management**

15 The Vice President for Human Resources, the Director of Staff & Labor
16 Relations, the UAW Local 2300 President, UAW Benefits Liaison and
17 UAW International Representative shall meet quarterly to discuss labor,
18 training and other issues that may affect the employer/employee
19 relationship. At one of the quarterly meetings, up to 5 Union
20 Representatives and appropriate Human Resource Departmental
21 Representatives, who have knowledge of the agenda issues, may attend.
22 It is agreed that agenda issues will have been discussed at the department
23 or college level prior to this quarterly meeting. The parties will endeavor
24 to exchange items five (5) days in advance of the meeting. However,
25 failure to include an issue will not preclude discussion of that issue.
26

27 **14. Job Descriptions**

28 At the time of hire, and upon request thereafter, employees will be
29 provided with their current job description.
30

31 **15. Establishment and Co-Sponsorship Apprenticeship Program**

32 During the 2009 contractual negotiations the parties discussed and have
33 agreed to the formulation of a Joint Apprentice Committee (JAC)
34 immediately upon ratification of this agreement.
35
36

1 The JAC shall consist of no less than six (6) members, three (3) shall be
2 representatives of the University administration three (3) shall be Skilled
3 Trades members of the United Automobile, Aerospace and Agricultural
4 Implement Workers of America (UAW) Local Union 2300 bargaining
5 unit.

6
7 The JAC shall be charged with the exploration and, if feasible, the
8 development and registration of a U.S. Department of Labor-Office of
9 Apprenticeship training program under the guidelines of Title 29 CFR
10 part 29 apprenticeship training.

11
12 As a condition of creating the JAC, the UAW agrees to meet with the
13 Tompkins-Cortland Counties Building Trades Council, Maintenance
14 Division (BTC) and the University to resolve jurisdictional issues
15 between the BTC and the UAW.

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Letter of Understanding C Sub Council Agreements

• **Cornell Dining Summer Scheduling:** Cornell Dining experiences shutdowns and reduced service during the summer period that affects employee schedules.

The representatives of the University agree to meet with the Union prior to the summer period to discuss temporary employment opportunities for employees laid off during this period. Both parties recognize that such opportunities will be limited. The representatives of the University also agree to meet with the Union at the end of the summer period to review the summer scheduling process.

- a. Employees whose services are not required during the summer intersession will be laid off in line with their seniority within 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.

1 d. Employees who are in temporary positions who are not required to
2 work on a holiday will be paid at the rate of pay the employee is
3 receiving in the temporary position. Benefits listed in Articles 31 and
4 34 will continue to accrue during temporary employment.

5 Employees will be recalled to work in their regular work unit and
6 classification in line with seniority, provided the employees are
7 available for work at the time of the need and are able to perform the
8 work. In order to be recalled, employees who have requested vacation
9 during unscheduled work periods must inform their departments of
10 their availability for work.

11
12 e. Employees who are hired to work in temporary positions are working
13 in non-bargaining unit positions as defined in Article I, Recognition.

14 f. Scheduling procedure in Dining:

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

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

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

21
22 g. Temporary employment in Department of Building Care, Residential
23 Services

24 Referral to Residential Services for temporary summer employment
25 will be offered within the scheduling procedure above.

26 Employees will be offered schedules respecting seniority and based
27 on their availability for work.

28
29 h. Release from summer employment

30 Dining will consider employee requests for early release from their
31 home unit to accept other temporary employment on a case-by-case
32 basis.

1 An employee may request summer layoff.

2
3 i. Employees on disability or workers' compensation leave

4
5 If an employee is released from disability or workers' compensation
6 leave, the employee shall provide the department one week's notice
7 of availability to return to work. The employee will be returned to
8 his/her position if available. If an employee's position is not
9 available, the employee will be offered any open position the
10 employee has the ability to perform or will be placed on summer
11 layoff.

12
13 • Dining recognizes the Union's concern in regard to preserving 12-
14 month positions. Dining agrees to discuss this issue at the regularly
15 scheduled joint labor/management meetings.

16
17 • **Campus Life Footwear:** The Union and representative of the
18 Department of Campus Life shall meet to discuss footwear for campus
19 life employees. If the department chooses not to provide the footwear,
20 the employee will be provided an annual allowance of ninety-one-dollars
21 (\$91).

22
23 • **Training Days:** When scheduling the two (2) annual departmental
24 training programs, Dining will make available a minimum of four (4)
25 hours of paid time comprised of training and/or work.

26
27 • **Seniority Based Assignments - Article 35:** A joint labor-
28 management group will meet during the fall semester to establish a
29 mutually acceptable process for implementing seniority-based
30 assignments under Article 35. Schedules filled by temporary or agency
31 employees will be discussed as a part of this process, with the joint
32 intention of ensuring, whenever possible, that regular Dining employees,
33 who are qualified and have a good performance record, can bid by
34 seniority on schedules for such temporary or agency employee (in
35 accordance with the timing and procedure established by Dining after
36 the conclusion of this process). It is recognized that there may be

1 exceptions based on explained business needs and/or to prevent
2 detriment to Dining's operations. Throughout the year when there is a
3 vacancy in Cornell Dining, Cornell Dining employees will be notified
4 and provided the opportunity to apply. Selections for these lateral
5 transfers will be awarded to employees in good standing by positions/
6 grades with respect to in-unit status and seniority.
7

- 8 • Meal Benefit: Employees working at least six (6) consecutive hours are
9 granted a free meal to be consumed during the thirty (30) minute unpaid
10 break. Employees must scan their Cornell ID card at a cashier station to
11 account for their meal. Employees are expected to take their meal break
12 in their scheduled unit whenever possible, with exceptions for closures
13 and dietary needs.
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1 **Building Care**
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- 3 • At hire, employees will be provided with the following Building Care
4 clothing:

- 5 ○ Five (5) shirts;
6 ○ One (1) sweatshirt
7 ○ One (1) Winter Jacket (to be replaced every four (4) years).

8 On an annual basis, employees may receive two (2) replacement shirts.
9 In addition, clothing items damaged or rendered useless will be replaced
10 as per Article 17, Required Apparel.
11

- 12 • The department shall continue to hire temporary employees as one
13 method of filling-in for absent employees. It is in the interest of both
14 parties to fill regular positions in as timely a manner as possible.
15

- 16 • Officially, there will not be a 4 a.m. shift, but periodically, managers
17 may authorize individuals to start their shifts at 4 a.m., or at other times,
18 as needed on a temporary basis.
19

- 20 • Part time employees will be offered full time positions as they arise
21 based on seniority. A part time employee who declines an offer for full
22 time will indicate (using written dept. form) if they choose to move to
23 the bottom of the seniority list or be removed from the list altogether.
24 However, employees may elect to remain in their current division
25 (contract college or endowed) and turn down a full time offer for the
26 other division, and not lose their spot on the seniority list, in order to
27 wait for an opening in their current division. At that point, the employee
28 will be placed in the next available full time position. This placement
29 may result in a different work location for the employee.
30

- 31 • When a full time need exists on a temporary basis, a reasonable effort
32 will be made to place a regular part time employee in good standing in
33 the same building into such temporary need based on seniority, prior to
34 offering the hours to a temporary employee.
35
36

- 1 • As discussed and clarified at sub council meetings, employees will be
2 compensated for function set-up and tear-down duties in keeping with
3 current practice.
4
- 5 • If a current full time employee wishes to become part time, such request
6 will be granted. However the employee may be assigned to a different
7 work location. The change in appointment to part time status shall be in
8 effect for a minimum of one (1) year. Exceptions to this shall be
9 considered on a case-by-case basis, e.g., loss of day care, employee or
10 family illness, etc and will be granted when possible. If the employee
11 wishes to return to full time status, the request must be submitted in
12 writing to the supervisor. The employee will be placed in the next
13 available full time position. This may also result in placement for the
14 employee in a different work location. The employee may elect to stay
15 in the same division (i.e. contract colleges or endowed).
16
- 17 • Bulletin boards are provided at all time clocks and the parties agree to
18 jointly monitor the material on the boards. It is agreed that all postings
19 shall be dated to indicate the "life" of such postings and that once the
20 date expires the posting may be removed. If there is a question as to the
21 "life" of a posting, the supervisor and steward shall discuss it prior to its
22 removal.
23
- 24 • Building Care will provide a clock list to the Union on a semi-annual
25 basis unless otherwise requested by the UAW.
26
- 27 • Efforts will be made by the Union to schedule union business leave to
28 straddle the break or lunch period.
29
- 30 • The Building Care managers agree to give as much notice as possible to
31 employees who are moved to a different area. Additionally, the
32 department agreed to communicate the reasons for a move to a different
33 area whenever possible. Temporary or lower senior employees, when
34 possible, will typically be first to regularly be assigned to another area.
35 The department will also give consideration to employee requests to
36

1 remain in an assigned area or be moved to another area. However,
2 Building Care must retain the right to reassign employees to meet the
3 needs of a large service department.
4

- 5 • Building Care's current policy is that our more relaxed policy (shorts
6 permitted) is in effect between the May 1st and October 1st. There have
7 and will be occasions of unusually hot weather in the Spring and Fall
8 when we will make an exception to this policy. Employees may bring
9 shorts to work on days when it is expected to be hot and will be allowed
10 to change into them if Management deems it appropriate. Employees
11 shall not be sent home for an initial violation of the Building Care's
12 dress code unless such violation is of a serious nature.
13
- 14 • **Building Overtime:** Building overtime, other than special assignments
15 and emergency situations, shall be assigned for business efficiency
16 reasons, to the person who is regularly assigned to work the floor where
17 the overtime is available. If that person is unavailable, such assignment
18 shall be rotated by seniority within that building. If additional employees
19 are needed to work the building assignment, the department shall offer
20 the overtime to other employees in that building on a rotating basis by
21 seniority.
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- 1 • **Complex Overtime and Departmental Overtime:** The department has
2 then agreed to create the following overtime assignment lists: one for
3 each complex and one for the entire department. When overtime work is
4 available within a complex, names will be selected first from the
5 complex list in which overtime is available. If no one is interested the
6 department wide list shall be used. The initial lists shall be developed
7 based on seniority and if you accept overtime, or if you are asked and
8 reject the overtime, your name moves to the bottom of the list. Each
9 manager shall maintain his/her own complex list. The department list
10 shall be maintained centrally. Every six months, all Building Care
11 employees will be asked whether they are willing to work overtime and
12 the lists will be updated accordingly. As new names are added to the
13 lists they shall be slotted in order of seniority into the existing list
14 without disrupting the rotation.
15
- 16 • Building Care retains the right to assign lead custodians to overtime
17 assignments only when a lead person is needed, as determined by the
18 department.
19
- 20 • It is agreed that for planned overtime projects in a particular complex,
21 the department may post a sign-up sheet at each clock for employees
22 with an interest in the overtime assignment to sign. This is in lieu of the
23 department asking each employee in the complex if they have an interest
24 in the overtime assignment. For overtime assignments in Barton Hall or
25 department-wide, the department will continue to distribute a sign-up list
26 for all employees every six (6) months. Employees who refuse overtime
27 assignments twice, do not show up or are late two (2) times during a six
28 (6) month period will be dropped from the overtime list until the next six
29 (6) month sign up list is distributed.
30
- 31 • The department will provide slip resistant boots to those employees who
32 are required to maintain swimming pools, showers, locker rooms and
33 employees required to strip floors. The department will consider
34 recommendations for other types of slip resistant boots.
35
36

- 1 • Employees regularly assigned to the carpet truck will be provided with a
2 safety shoe allowance as per Article 17, Required Apparel.
3
4 • The parties agree that when an employee is promoted to a lead position
5 if during the first six (6) months of the appointment the University
6 believes that the employee, as specifically demonstrated by his/her
7 performance in the position, cannot perform the job duties, then such
8 employee shall be returned to his/her former position from which he/she
9 was promoted. The employee also has the option to return to his/her
10 former position during this period.
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1 **Statler Hotel**

- 2 • For the purpose of fostering good communications, we agree to conduct
3 quarterly meetings of a small group of bargaining unit employees
4 representing each of the Statler departments with the Hotel School's
5 Director of Human Resources and other invited Statler managers. The
6 UAW will contact the Statler HR office to schedule these meetings.
7 These meetings may include a discussion of health and safety issues of
8 mutual concern for the purpose of ensuring proper training, tools and
9 work habits are employed, and potential hazards are identified and
10 addressed, in order to promote and maintain a safe workplace. A
11 quarterly report of all workers' compensation cases will be provided to
12 the union.
13
- 14 • The Statler will provide ongoing diversity/inclusiveness and
15 health/safety training and programming.
16
- 17 • Subject to availability and non-peak times, Statler Hotel bargaining unit
18 employees may receive a ten percent (10%) discount on guest rooms,
19 banquet functions and dinner/brunch in Banfi's Restaurant. The Statler
20 employee may extend this discount to his/her immediate family (parents
21 and children), but the Statler employee must make the room reservation
22 and be present for the food & beverage functions.
23
- 24 • Slip Resistant Work Shoes: The Statler will provide for or subsidize the
25 expense (up to \$71 inclusive of CPI for the life of the Agreement) of one
26 pair of Statler-approved work shoes per year for our bargaining unit
27 uniformed staff.
28

29 **Housekeeping**

- 30 • Statler Housekeeping room attendants are typically assigned 14 room
31 credits per 8-hour work shift. The following existing suites will count as
32 two room credits: 302, 402, 502, 602, 605, 702, 802 and 902. The
33 following existing suites will count as 1.5 room credits: 309, 409, 509,
34 609, 709, 809 and 909. If someone calls off work, a room attendant
35 might be assigned 15 room credits. Fewer rooms are assigned to room
36 attendants who have rooms on the 3rd or 4th floor or who have to travel

1 two or more floors to complete their rooms; or, they are assigned less
2 “checkouts” and more “stay-overs”. Room attendants who are assigned
3 and complete more than 14 room credits up to Statler Standards without
4 assistance in an 8-hour work shift will be paid an additional ten dollars
5 (\$10) per room credit for each room credit over 14.

- 6
- 7 • If a room attendant is assigned 14 room credits or 15 room credits (if
8 someone is called off) for the day, a room should be considered serviced
9 for the day after the room attendant has cleaned and punched it in one
10 time on that day, regardless of status (checkouts or stayovers.)
11
- 12 • Scheduling Housekeeping work, by nature is variable based on
13 fluctuating business volume. Housekeeping staff are required to work a
14 schedule subject to change, including days, nights, weekends, holidays
15 and split days off. Where feasible, management will assign schedules
16 that will give employees two (2) consecutive days off and not require
17 employees to work more than five (5) consecutive days. Where this
18 does not occur, management will consider employee requests to
19 voluntarily accept extra workdays.
20
- 21 • When bargaining unit employees must be called in on a day that they
22 had not been scheduled to work, the supervisor shall start with the
23 senior-most employee in the job title/grade without a full work week,
24 proceeding through the list in order of seniority. If all employees have
25 been scheduled for five shifts, overtime shall be offered starting with the
26 most senior employee.
27
- 28 • Compensation for Waitstaff and Bellpersons will be determined during
29 the larger contract negotiations.
30

31 **Maintenance**

- 32 • **Prescription Safety Glasses:** A reimbursement of up to five-hundred-
33 dollars (\$500) for a period of four years for prescription safety glasses
34 for those employees whose position requires them and is pre-approved
35 by their supervisor. Appropriate documentation of purchase of such
36

1 glasses is required from the employee before the reimbursement can be
2 issued.

3
4 **Other**

- 5 • The guest check will read in words or substance: Gratuity not included.
6 For your convenience, suggested gratuity calculations are 18%, 20% or
7 22%.

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1 Cornell Botanic Gardens

- 2 • **Clothing & Outer Wear Allowance:** All employees are expected to
3 report to work with proper work gear in good condition to help ensure
4 worksite safety and ready to perform their work duties. As such,
5 employees should be properly prepared for the working and
6 environmental conditions they will encounter while on the job, such as
7 operating heavy machinery or working in inclement weather.
8

9 To this end, management will provide each regular employee with five
10 (5) shirts and two (2) hats with the Cornell Botanic Gardens logo so that
11 they are identifiable to Cornell students, faculty, staff and visitors while
12 at work as well as clothing allowance of three-hundred-eight-two (\$382)
13 each year for the life of the Agreement. Regular employees hired after
14 the date of ratification of this Agreement will receive this allowance
15 once they have successfully completed their probationary period. Staff
16 hired in mid-year of a contract period shall receive a pro-rated amount
17 retroactive to their date of hire as a regular employee.
18

19 This clothing allowance is intended to be applied by employees toward
20 their expenses for proper work gear as described above, such as, but not
21 limited to, coveralls, gloves, pants, shirts, jackets, hats, and shoes/boots
22 including appropriate OSHA approved safety toe footwear, and replaces
23 the required apparel reimbursement provision for the purchase of safety
24 shoes or boots as applicable in Article 17, Required Apparel, of the
25 contract.
26

27 Cornell Botanic Gardens will provide personal protective equipment in
28 the following categories: Helmets/hard hats; goggles/eye protection; ear
29 protection; pesticide application gear; appropriate PPE gloves for
30 vibrating tools, masonry work, hazardous material cleanup; chaps for
31 chainsaw work.
32

33 The negotiated clothing allowance will be added to the employee's
34 regular paycheck and taxed accordingly. This allowance will be issued
35 by the middle of August of each contract year.
36

- 1 • **Prescription Safety Glasses:** A reimbursement of up to five-hundred-
2 dollars (\$500) for a period of four years for prescription safety glasses
3 for those employees whose position requires them and is pre-approved
4 by their supervisor. Appropriate documentation of purchase of such
5 glasses is required from the employee before the reimbursement can be
6 issued.
7
- 8 • **Uniforms:** Cornell Botanic Gardens will contract with the University's
9 preferred uniform supplier to provide vehicle mechanics with the
10 standard package of 5 clean mechanic uniforms per week.
11
- 12 • **Overtime:** The parties agree to use the "Plantations Guidelines for
13 UAW Staff Overtime Opportunities drafted 11/13/15" subject to
14 revisions by the Cornell Botanic Gardens Labor/Management Team.
15
- 16 • If Cornell Botanic Gardens has a need to reduce staff during seasonal
17 employment, employees shall be given a minimum of 14 calendar day
18 notice or pay in lieu of notice.
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1 **Zone and Shift Maintenance Mechanics**

- 2 • **Personal Vehicle Use Allowance:** All zone and shift maintenance
3 mechanics who use their personal vehicles for work related matters shall
4 receive one-hundred-seventy dollars (\$170) bi-weekly for the life of the
5 Agreement.
6
- 7 • **Clothing/Shoe allowance:** Full time employees shall be paid an annual
8 clothing and shoe allowance of three-hundred-fifty-nine dollars (\$359)
9 after they have completed probation. Staff hired in mid-year of a
10 contract period shall receive a pro-rated amount retroactive to their date
11 of hire as a regular employee.
12
- 13 • This allowance is payable in the employee's paycheck, is subject to
14 applicable taxes and will be paid as soon as is practicable after the
15 beginning of each contract year.
16
- 17 • **Shift differential:** all regular scheduled employees who work on
18 weekends (6:00 PM Friday till 6:00 AM Monday) will be paid the
19 following allowance: Employees scheduled to work four or more hours
20 between the hours of 6:00 PM and 6:00 AM will get \$1.72 an hour
21 increase in pay. Any employee who works during the hours of 6:00 AM
22 till 6:00 PM will receive \$1.25 an hour increase. Employees who
23 regularly work a shift from 6:00 AM Monday thru 6:00 PM Friday,
24 which includes four or more hours between the hours of 6:00 PM and
25 6:00 AM, shall be paid an additional \$1.25 an hour. These differentials
26 will remain in effect for the duration of the agreement. If an employee
27 receives this shift differential, then they will not be eligible for the shift
28 differential which is covered under Article 35 of the contract.
29 Management will entertain suggestions from the Union to change the
30 present method of scheduling shift employees.
31
- 32 • **Prescription Safety Glasses:** A reimbursement of up to five-hundred-
33 dollars (\$500) for a period of four years for prescription safety glasses
34 for those employees whose position requires them and is pre-approved
35 by their supervisor. Appropriate documentation of purchase of such
36

1 glasses is required from the employee before the reimbursement can be
2 issued.
3

- 4 • **Overtime Selection Procedure:** Overtime, other than emergency
5 situations, shall be assigned for business efficiency reasons, to the
6 person who is regularly assigned to the work where the overtime is
7 available. If that person is unavailable, such assignment shall be
8 offered to other Maintenance Mechanics within the same zone by
9 grade level, required classification, and seniority.
- 10 • **Emergency Call Back:** For emergency situations other than snow,
11 employees who are called in after 11:00 P.M prior to a normal workday,
12 will be paid a minimum of four (4) hours of pay at time and a half.
13
- 14 • In the event an emergency requires the performance of diagnostic or
15 related work by an employee who has left the premises and such work
16 can be performed without return to the premises, the employee shall be
17 compensated at a minimum of one (1) hour pay or actual hours worked.
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1 **Grounds**

- 2 • **Clothing and Shoe Allowance:** Full time employees shall be
3 provided with a clothing and shoe allowance of three-hundred-fifty-
4 nine dollars (\$359) after they have completed probation. Staff hired in
5 mid-year of a contract period shall receive a pro-rated amount
6 retroactive to their date of hire as a regular employee. The parties
7 agree to meet and confer on an alternate method based upon an
8 allotment in lieu of an allowance.
9
- 10 • **Prescription Safety Glasses:** A reimbursement of up to five-hundred-
11 dollars (\$500) for a period of four years for prescription safety glasses
12 for those employees whose position requires them and is pre-approved
13 by their supervisor. Appropriate documentation of purchase of such
14 glasses is required from the employee before the reimbursement can be
15 issued.
16
- 17 • **Overtime After Eight (8) Hours:** For emergency situations other
18 than snow, employees who are called in after 11:00 P.M prior to a
19 normal workday may choose to do one of the following if they work
20 five (5) or more hours:
21
- 22 • Work for up to four (4) hours in their next scheduled shift
 - 23
 - 24 • Work for up to four (4) hours in their next scheduled shift and
25 supplement the remaining hours in that shift with personal time
26 or vacation accruals.
27
 - 28 • Leave after the emergency leave is over and use personal leave
29 or vacation accruals to cover the hours remaining in their next
30 scheduled shift.
31
- 32 • **Grounds employees who work four (4) or more hours between the**
33 **hours of 6 PM and 6 AM shall receive the negotiated shift differential**
34 **as described in Article 35, Hours of Work and Overtime.**
35
36

1 **CU Hospitals for Animals – Staff Coverage Procedures for Equine**
2 **Farm Animal Hospital and Companion Animal Hospital**

3
4 **Procedures:**

5 **1. Staffing Coverage:**

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

12 A. All regular union staff members will be on a rotation list, which
13 will be based on seniority. The animal care supervisor is
14 responsible for maintaining the rotation list.

- 15 ■ Two separate rotation lists will be maintained. One for
16 holidays and one for regular (non-holiday) work days
17 (Monday through Sunday).

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

- 21 ■ The staff member covering the shift will receive overtime
22 pay if the total hours worked during that pay week exceed
23 40 hours.

24
25 **2. Rotation Process:**

26 A. Union staff members will rotate on the list based on seniority.
27 The initial list established will begin with the most senior union
28 staff member and continue with the remaining staff members in
29 order by seniority.

- 30 i. Should a staff member decline, the next staff member on
31 the list will be offered the opportunity to work. The staff
32 member who declined will be moved to the bottom of the
33 list and contacted the next time the list rotates back to
34 his/her name.

35 a. Staff members have the right to refuse/decline the request
36 to provide staff coverage.

- 1 ii. If the scheduling effort is being done by phone, a no
2 answer or busy signal equates to “not available” and the
3 next staff member on the list will be called. The list will
4 be noted that the attempt to contact was made. The staff
5 member who was not available will be moved to the
6 bottom of the list and contacted the next time the list
7 rotates back to his/her name.
8 iii. Continue down the list until required staffing is obtained.
9 iv. After required staffing is obtained, the next person on the
10 list becomes the first person called for the next rotation
11 process to cover staffing needs.
12 v. Casuals or temporary staff will be contacted only
13 after exhausting all regular staff members on the rotation
14 list.

15 B. In the event that staff coverage becomes mandatory as a result
16 of all staff declining the request to provide coverage, the least
17 senior union staff member will be required to provide coverage.
18 In this case, the individual will receive the option of selecting
19 either: a.) pay for the time worked or b.) time off (equivalent to
20 the hours worked) within the same pay week.

- 21 i. The staff member covering the shift will receive overtime
22 pay if the total hours worked during that pay week exceed
23 40 hours.
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1 **Cornell University Agricultural Experiment Station/Farm**
2 **Services/Horticulture/Poultry Science Sub-Council**
3

- 4 • **Clothing and Shoe Allowance:** All employees are expected to report
5 to work with proper work gear in good condition to help ensure
6 worksite safety and ready to perform their work duties. As such,
7 employees should be properly prepared for the working and
8 environmental conditions they will encounter while on the job, such
9 as operating heavy machinery or working in inclement weather.

10
11 To this end, regular employees shall be provided with a clothing
12 allowance of three-hundred-sixty-six dollars (\$366) per year after
13 they have successfully completed their probationary period. Staff
14 hired in mid-year shall receive a pro-rated amount.
15

16 This clothing allowance is intended to be applied by employees
17 toward their expenses for proper work gear as described above, such
18 as, but not limited to, coveralls, gloves, pants, shirts, jackets, hats,
19 rain gear, and shoes/boots including steel toed footwear, and replaces
20 the required apparel reimbursement provision for the purchase of
21 safety shoes or boots as applicable in Article 17, Required Apparel, of
22 the contract.
23

24 The negotiated clothing allowance will be added to the employee's
25 regular paycheck and taxed accordingly. This allowance will be
26 issued by the middle of August of each contract year.
27

- 28 • **Prescription Safety Glasses:** A reimbursement of up to five-hundred-
29 dollars (\$500) for a period of four years for prescription safety glasses
30 for those employees whose position requires them and is pre-approved
31 by their supervisor. Appropriate documentation of purchase of such
32 glasses is required from the employee before the reimbursement can be
33 issued.
34
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1 **Cornell University R5 Operations: Respect, Rethink, Reduce, Reuse,**
2 **Recycle**

- 3
4 • **Clothing and Shoe Allowance:** Full time employees shall be
5 provided with a clothing and shoe allowance of three-hundred-fifty-
6 nine dollars (\$359.00) after they have completed probation. Staff
7 hired in mid-year of the contract period shall receive a pro-rated
8 amount retroactive to their date of hire as a regular employee.

9
10 This allowance is payable in the employee's paycheck, is subject to
11 applicable taxes and will be paid as soon as is practicable after the
12 beginning of each contract year.

- 13
14 • **Prescription Safety Glasses:** A reimbursement of up to five-hundred-
15 dollars (\$500) for a period of four years for prescription safety glasses
16 for those employees whose position requires them and is pre-approved
17 by their supervisor. Appropriate documentation of purchase of such
18 glasses is required from the employee before the reimbursement can be
19 issued.
20
21 • **Shift Differential:** R5 employees who work four (4) or more hours
22 between the hours of 6 PM and 6 AM shall receive the negotiated
23 shift differential as described in Article 35, Hours of Work and
24 Overtime.
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1 **Emergency Light Testers**

- 2
- 3 • **Personal Vehicle Use Allowance:** All Emergency Light Testers who use
- 4 their personal vehicles for work related matters shall receive one-hundred-
- 5 seventy dollars (\$170) bi-weekly for the life of the Agreement.
- 6
- 7 • **Clothing/ Shoe Allowance:** Full-time employees shall be provided with a
- 8 clothing and shoe allowance of three-hundred-fifty-nine dollars (\$359)
- 9 after they have completed probation. Staff hired in mid-year of a contract
- 10 period shall receive a pro-rated amount retroactive to their date of hire as
- 11 a regular employee.
- 12
- 13 • This allowance is payable in the employee's paycheck, is subject to
- 14 applicable taxes and will be paid as soon as is practicable after the
- 15 beginning of the contract year.
- 16
- 17 • **Prescription Safety Glasses:** A reimbursement of up to five-hundred-
- 18 dollars (\$500) for a period of two (2) years for prescription safety
- 19 glasses for those employees whose position requires them and is pre-
- 20 approved by their supervisor. Appropriate documentation of purchase of
- 21 such glasses is required from the employee before the reimbursement
- 22 can be issued.
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4 **APPENDIX A**
5 **CLASSIFICATIONS**

6 Animal Attendant

7 Animal Science, CARE, CU Hospital for Animals, Animal Resources, Equine
8 Park

9 Baker

10 Campus Life, Statler Hotel and Conference Center

11 Bellperson

12 Statler Hotel and Conference Center

13
14 Boat Rigger

15 Athletics

16
17 Clinic Aide

18 CU Hospital for Animals

19
20 Cook

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

23
24 Cook, Short Order

25 Campus Life, Statler Hotel and Conference Center

26
27 Crew Leader

28 Grounds, Cornell Botanic Gardens

29
30 Custodian

31 Facilities Management, Student & Campus Life, Cornell Health, Baker
32 Institute for Animal Health, Laboratory of Ornithology, Statler Hotel and
33 Conference Center

34
35
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- 1 Custodian, Head
2 Facilities Management, Student & Campus Life, Cornell College of Business,
3 Statler Hotel and Conference Center
4
- 5 Delivery Driver
6 Student & Campus Life, Transportation & Mail Services, Food Science,
7 Laboratory of Ornithology
8
- 9 Dish Machine Operator
10 Student & Campus Life, Statler Hotel and Conference Center
11
- 12 Digital Copy Operator
13 Cornell Stores
14
- 15 Dispatcher
16 Facilities Management
17
- 18 Equipment Operator
19 FM Grounds, RMSS - Biosafety Program
20
- 21 Field Assistant
22 Cornell Botanic Gardens, CU Agriculture Experiment Station, Farm Services,
23 Horticulture
24
- 25 Food Service Worker
26 Student & Campus Life, ILR Conference Center, Statler Hotel and
27 Conference Center, College of Arts & Sciences
28
- 29 Gardener
30 Cornell Botanic Gardens, FM Grounds
31
- 32 Greenhouse Grower
33 CU Agriculture Experiment Station
34
- 35 Greenhouse Grower, Head
36 CU Agriculture Experiment Station

- 1 Groundsworker
2 Golf Course, FM Grounds
3
- 4 Lab Attendant
5 Molecular Biology & Genetics, Vet Biomedical Sciences, Baker Institute for
6 Animal Health, Vet Molecular Medicine
7
- 8 Maintenance Mechanic
9 Athletics, Cornell College of Business, Cornell Botanic Gardens, Facilities
10 Management, Lab of Ornithology, Student & Campus Life, Transportation &
11 Mail Services, Baker Institute for Animal Health
12
- 13 Material Handler
14 Athletics, CALS AG Facilities, Student & Campus Life, Cornell Stores
15 Cornell College of Business, CU Hospital for Animals, Recycling Operations
16 – R5, University Press, Vet Facilities Services
17
- 18 Milk Plant Worker
19 Food Science
20
- 21 Orchard Worker, Head
22 Horticulture
23
- 24 Print Machine Operator
25 Cornell Stores
26
- 27 Vehicle Mechanic
28 CU Agriculture Experiment Station, FM Grounds, Cornell Botanic Gardens,
29 Transportation & Mail Services
30
- 31 Waitperson
32 Statler Hotel and Conference Center
33
34
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APPENDIX B
GRADE LEVELS AND CLASSIFICATIONS

- 1
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- 3
- 4 SO01
- 5 Food Service Worker
- 6 Laboratory Attendant
- 7
- 8 SO02
- 9 Bellperson
- 10 Custodian
- 11 Dish Machine Operator
- 12 Food Service Worker
- 13 Waitperson
- 14
- 15 SO03
- 16 Clinic Aide
- 17 Custodian
- 18 Food Service Worker
- 19 Laboratory Attendant
- 20 Emergency Light Tester
- 21
- 22 SO04
- 23 Animal Attendant
- 24 Cook
- 25 Cook, Short Order
- 26 Custodian
- 27 Custodian, Head
- 28 Delivery Driver
- 29 Food Service Worker
- 30 Grounds Worker
- 31 Laboratory Attendant
- 32 Material Handler
- 33
- 34 SO05
- 35 Animal Attendant
- 36 Custodian, Head

- 1 Delivery Driver
- 2 Greenhouse Grower
- 3 Grounds Worker
- 4 Laboratory Attendant
- 5 Maintenance Mechanic
- 6 Material Handler
- 7 Vehicle Mechanic
- 8
- 9 SO06
- 10 Animal Attendant
- 11 Baker
- 12 Cook
- 13 Custodian, Head
- 14 Equipment Operator
- 15 Food Service Worker
- 16 Gardener
- 17 Maintenance Mechanic
- 18 Material Handler
- 19
- 20 SO07
- 21 Animal Attendant
- 22 Cook
- 23 Dispatcher
- 24 Field Assistant
- 25 Greenhouse Grower
- 26 Maintenance Mechanic
- 27 Material Handler
- 28 Milk Plant Worker
- 29
- 30 SO08
- 31 Animal Attendant
- 32 Baker
- 33 Cook
- 34 Digital Copy Operator
- 35 Equipment Operator
- 36 Field Assistant

1 Gardener
2 Greenhouse Grower, Head
3 Maintenance Mechanic
4
5 SO09
6 Boat Rigger
7 Equipment Operator
8 Gardener
9 Maintenance Mechanic
10 Material Handler
11 Milk Plant Worker
12 Orchard Worker, Head
13 Print Machine Operator
14 Vehicle Mechanic
15
16 SO10
17 Crew Leader
18 Equipment Operator
19 Field Assistant
20 Gardener
21 Greenhouse Grower, Head
22 Maintenance Mechanic
23 Material Handler
24 Orchard Worker, Head
25 Vehicle Mechanic
26
27 SO11
28 Crew Leader
29 Gardener
30 Maintenance Mechanic
31 Print Machine Operator
32 Vehicle Mechanic
33
34 SO12
35 Sr. Maintenance Mechanic
36

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20	Probationary Period	Article 9 Seniority
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WEINGARTEN RIGHTS:

If this discussion could in any way lead to my being disciplined or terminated or affect my personal working conditions, I request that Union Representation to be present at this meeting. Without that Union Representation present, I choose not to participate in this discussion.

607.272.4108

