

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CORNELL ILR
AND
CORNELL ADJUNCT FACULTY ALLIANCE
NYSUT, AFT, AFL-CIO**

July 1, 2019 - June 30, 2025



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ARTICLE 1: PREAMBLE

Whereas Cornell University (hereinafter referred to as the Employer) and the Cornell Adjunct Faculty Alliance (hereinafter referred to as the Union) desire to work with each other in mutual respect, harmony, and cooperation in order to provide for the growth and quality of the education of adult workers, both parties have agreed as follows:

ARTICLE 2: RECOGNITION

The Employer recognizes the Union as the exclusive representative for negotiations with respect to rates of pay, salaries, grievances and other terms and conditions of employment for all adjunct instructors who teach at least one credit bearing course in Cornell ILR Extension Labor Studies credit courses and other labor studies credit courses that may be developed for union and labor relations practitioners through Cornell ILR Extension. Bargaining unit members will be referred to as adjunct instructors or as instructors throughout the agreement.

ARTICLE 3: EMPLOYER RESPONSIBILITIES

Except as expressly limited by other provisions of this contract, it is the sole and exclusive responsibility of the Employer to manage, administer, and direct the credit programs in which members of the bargaining unit are employed. Without in any ways limiting the generality of the foregoing such sole and exclusive responsibility shall include, but not be limited to, the right to hire, supervise and evaluate; to set standards and qualifications for hire; to establish, maintain or discontinue courses; to set the place for and time of classes; to establish, maintain, increase or decrease tuition fees; to set minimum standards as to total tuition monies required by established date limits in order for a publicized course offering to be provided, and to establish school calendar and course curriculum.

ARTICLE 4: CHECK-OFF

1. All employees covered by this Agreement wishing to join the Union shall tender their membership dues to the Union by signing a Dues Check-Off Authorization form provided by the Union.
2. The Employer will receive a copy of the Dues Check-Off Authorization form.
3. The Employer agrees to deduct and transmit dues from the salaries of employees who are members of the Union and who have individually and voluntarily authorized the employer to deduct said dues and are paid through the payroll system. The dues shall be deducted and transmitted once per instructor per academic year.
4. The Union shall certify to the Employer the current rate of membership dues of the Union, and shall notify the Employer of any change in membership dues.
5. Dues deductions as authorized by individual members of the Union shall continue in effect until revoked by the employee and shall be irrevocable except during the ten-day period prior to the expiration of the applicable Collective Bargaining Agreement between the Union and the Employer or the ten-day period to the end of the applicable academic year, whichever is sooner. Any member of the Union desiring to have the Employer discontinue deductions they have previously authorized shall do so by notifying the Union and the Employer via certified

mail of said revocation. The Employer shall not be responsible for collecting any dues not authorized to be deducted.

6. If any monies are deducted by the Employer from the salaries of members of the Union and turned over to the Union and those members do not owe said monies, the Union shall refund same to the members, and the Employer shall not be liable for any refund.

7. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, except ordinary diligence, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold harmless the Employer from any and all claims, actions, demands, suits or proceedings by an employee, or any other party, arising from deductions made by the Employer and remittance to the Union of dues pursuant to this Article as provided above. Once the funds are remitted to the union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

8. Once per academic year, or upon request, the Employer agrees to submit to the Union a list of instructors employed to teach and their contact information.

ARTICLE 5: AGENCY FEE DEDUCTION

1. Effective on the thirty-first day following employment it shall be a condition of employment for all bargaining unit members who are not members of the Union to pay an amount equivalent to the dues levied by the Union.

2. The agency shop fee deductions shall be made following the same provision applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

3. It is specifically agreed that the Employer assumes no obligation, except ordinary diligence, financial or otherwise, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold harmless the Employer from any and all claims, actions, demands, suits or proceedings by any employee, or any other party, arising from deductions made by the deductions pursuant to this Article as provided above.

4. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 6: COURSES FOR ADJUNCT ASSIGNMENT

1. The Employer is bound by the overall mission of the ILR School and in order to fulfill that mission must be able to assign regularly employed persons who hold academic appointments to teach credit courses.

2. This right to assign the above-stated non-members of the bargaining unit to teach credit courses shall not be exercised with the intent to discipline or in any manner discriminate against an individual member of the bargaining unit for reasons unrelated to the academic program of the ILR School.

3. Any grievance arising out of this provision shall be initiated at Step 2 of the grievance procedure.

ARTICLE 7: UNION WEBSITE SPACE

The union will be granted convenient, appropriate space needed to post items on the employer's website for unit members to view.

ARTICLE 8: NO STRIKE/ NO LOCKOUT

It is agreed that the Employer shall not engage in any lockout and that the union, for the duration of this Agreement, shall not engage in any strike.

ARTICLE 9: REPRODUCTION OF AGREEMENT

The Employer agrees to post this Agreement on its website for unit members to view and download.

ARTICLE 10: ACADEMIC FREEDOM

The Employer recognizes that academic freedom is essential to the search for truth and its exposition. All members of the Bargaining unit are entitled to full freedom of expression in the classroom on matters relevant to the subject and purpose of the course; to choice of method in classroom teaching from direction and restraint in scholarships, research and creative expression, and in the discussion and publication of the results thereof to speak and write as a citizen without institutional censorship or discipline, provided the Unit member does not purport to represent the Employer.

ARTICLE 11: NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, religion creed, national origin, political belief, sex, sexual orientation, gender identity/ gender expression, marital status, disability, and/or membership in or non-membership in the Union or activity on behalf of the Union. The Employer and the Union agree to comply with all federal and NYS non-discrimination statutes. Instructors will participate in mandatory Employer trainings as part of their regular duties.

ARTICLE 12: DISCIPLINE

1. No member of the bargaining unit shall be disciplined, discharged, reduced in compensation, deprived of any professional advantage, or have an adverse evaluation or communications of any kind placed in their personnel file without just and sufficient cause. A member of the bargaining unit shall be provided a copy of any adverse evaluation or communication placed in his/her personnel file. Where disciplinary action is taken, the Employer shall provide the individual employee and the Union with a written statement of charges against him/her including the alleged facts upon which the disciplinary action is based.
2. Any grievance filed under this Article shall be initiated at Step 1 of the Grievance and Arbitration Procedure. Program Director shall within ten (10) work days after the grievance meeting issue a written response to the grievance to the instructor(s) and the Union.
3. Notwithstanding the provisions of the Grievance and Arbitration Procedure the Union may submit the matter to expedited arbitration in accordance with the American Arbitration Association's Expedited Labor Arbitration Rules.

ARTICLE 13: EMPLOYEE RIGHTS

When the Employer meets with a member of the bargaining unit on a one-to-one basis to discuss their work performance in the program in which they teach, the individual employee shall have the right of Union representation when requested.

ARTICLE 14: GRIEVANCE AND ARBITRATION PROCEDURE

1. The Employer and the Union agree that they will use their best efforts to encourage the informal and prompt settlement of grievances.
2. All complaints, controversies, disputes or grievances between the parties or their members arising out of or relating to a specific term or provision of this Agreement, or to the interpretation of application or breach thereof shall be resolved pursuant to the following procedures.
3. Step 1: An aggrieved Unit member and or their Union representative and the Program Director shall meet to resolve a grievance in an informal manner. No determination shall be made by the Program Director at such an informal meeting which diminishes, amends or otherwise modifies the provisions of this Agreement.
4. Step 2: If the grievance is not satisfactorily resolved at Step 1, it shall be reduced to writing and filed with the ILR School Assistant Dean for Human Resources, who shall, within five (5) work days of receipt of the written grievance, submit a written response to the grievance to the adjunct instructor and the Union.
5. A grievance filed at Step 2 must be filed within thirty (30) work days from the date of occurrence, or within thirty (30) work days of the date when the instructor and/or Union knew or had reason to know of the act or omission but in no event later than sixty (60) work days from the date of the act or omission. Any grievance not processed in accordance with the time limits specified herein shall be deemed waived. The written grievance shall set forth the basis therefore, including a designation of the Article(s) of the Agreement relief upon, and the remedy requested. Group grievances may be filed by the Union at Step 2.
6. Step 3: If the grievance has not been resolved at Step 2, then within five (5) work days after receipt of the response from the ILR School Assistant Dean for Human Resources, the instructor and/or the Union may submit the grievance to the Cornell University Director of Workforce Policy and Labor Relations. The Director of Workforce Policy and Labor Relations shall within ten (10) work days of receipt of the submission of the grievance to step 3, convene a grievance meeting. Within fifteen (15) work days after the meeting, the Director of Workforce Policy and Labor Relations shall issue a written response to the grievance to the instructor and the Union.
7. If the grievance has not been settled at Step 3, then within ten (10) work days after receipt of Director of Workforce Policy and Labor Relations response, it may be submitted by the Union to arbitration. An arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association, and the Voluntary Labor Arbitration Rules shall apply to arbitration procedures. The arbitration shall be held in the Region from which the instructor teaches or is assigned. Fees and expenses of the American Arbitration Association and the arbitrator shall be born equally by the parties.

8. The arbitrator shall have jurisdiction only over disputes as submitted by the parties and in no event shall have the authority to add to, subtract from, modify, or amend the provisions of this Agreement. A final decision or award of the arbitrator shall be made within thirty (30) days after closing of the hearing. Such decisions or award shall be binding upon the parties. Costs of the arbitrator will be borne equally by the parties.

ARTICLE 15: SENIORITY

1. Adjunct instructors shall accrue seniority on a per course basis in a specific program and, if relevant, geographic location. Seniority shall be accrued and maintained in each credit course taught in Cornell ILR Extension Labor Studies. Seniority may accumulate in more than one course simultaneously. Seniority shall not accrue until an individual has taught their first full course, is judged satisfactory by the Employer, and is invited back to teach the same course again. Seniority shall then be made retroactive to the original date of employment.
2. A seniority list shall be maintained by the Employer and provided to the Union president prior to the start of each academic year.
3. The Employer shall offer teaching positions to adjunct instructors in order of seniority except as provided in the Article 6 entitled "Courses for Adjunct Assignment."
4. Adjunct instructors who decline to teach a previously taught credit course for three (3) consecutive academic years in which the course was offered will be dropped from the seniority list for that course. An adjunct instructor shall not be considered to have declined a course where they have already accepted another credit course during the academic year.
5. Adjunct instructors on an approved leave of absence shall retain their seniority in any course previously taught.
6. The Employer shall notify the Union of all approved credit courses and the minimum qualifications to teach them.
7. In the event that a new credit course is added or a credit course is offered for which there is no existing seniority list, the Union shall be informed of the creation of the credit course. Unit members shall have the opportunity to apply for credit courses for which they meet the minimum qualification and to have their application considered by the Employer.
8. As soon as it is practical to do so following the signing of this agreement, and at the beginning of each academic year thereafter, the parties agree that the Employer shall publish a dated seniority list.
9. Any individual who contests their placement on such seniority list after forty-five (45) days may do so, provided they show they have filed their written protest within 45 days of receiving actual notice of their placement on the seniority list.
10. All protests of placement in the seniority list shall be in writing to the ILR Dean and the President of the Union.
11. Any timely protested dispute concerning placement on the seniority list shall be resolved by the parties and absent agreement, the dispute may be referred to arbitration by one of the parties for a final and binding decision.

ARTICLE 16: FULL-TIME AND PART-TIME VACANCIES

Upon the occurrence of a full time academic vacancy or the creation of a new full time or regular part time academic position the Union will be informed of such vacancy or new position. Notice of vacancies will also be posted on the Jobs@Cornell website.

ARTICLE 17: GENERAL WORKING CONDITIONS

1. The Employer and Union agree to negotiate changes in working conditions should program developments introduce working conditions that significantly differ from the 2019 online environment.
2. When travel is required for teaching related meetings initiated by the Program Director, the Employer will reimburse adjunct instructors for travel expenses in accordance with the Employer's current travel reimbursement policy. The Employer will notify adjunct instructors of the current travel reimbursement policy.

ARTICLE 18: INFORMATION FOR ADJUNCT FACULTY

1. At least two weeks prior to the first meeting of a course, the instructor will be offered an opportunity to meet with the relevant Cornell ILR Extension Labor Studies credit course program director and/or appropriate staff to become familiar with program policies and procedures. The orientation will also include a brief presentation by an authorized Union representative, if the Union so chooses. Participating adjunct instructors will be provided with a selection of Cornell ILR logo merchandise (up to a \$20.00 value) at no cost to the instructor.
2. At least two weeks before each term begins, the employer shall provide each instructor with a letter confirming the agreement to teach and credit course(s) to be taught. The letter will specify relevant information, including salary, dates, times, and venue (e.g., online, blended or classroom) for class meetings. Each member of the bargaining unit will be provided a copy of the collective bargaining agreement at the time they are first employed.

ARTICLE 19: ADJUNCT INSTRUCTOR PERSONNEL FILES

1. Members of the bargaining unit shall have the right, upon request to review the contents of their personnel file. Said file shall be kept by the Employer in the ILR Human Resources office and shall be the only file utilized by the Employer in the event of a disciplinary proceeding. Members of the bargaining unit, upon request, may be accompanied by a representative of their choosing during such review and may receive copies of selected portions of the file upon request.
2. The Employer and its agents shall not release any personal information about any adjunct instructor without the written permission of the adjunct instructor. Address and telephone numbers are to be considered confidential information releasable to students only by the adjunct instructor.

ARTICLE 20: WAGES

1. The following wage schedule will apply during this agreement:

On-Line	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
3.0 Credit Course	\$5334	\$5441	\$5550	\$5661	\$5774	\$5889

For credit courses offered in other than a 3-credit format, the rate of pay shall be prorated based on 3-credit course rate.

2. Adjunct instructors who agree to teach independent study students will be paid one-half of the tuition rate in effect at the time of instruction for each student taught.

3. Payment of wages shall be made in two equal installments: one installment at the end of the mid point of the course and one installment no later than ten (10) days after the end of the course. This second payment will be made to the instructor only upon the completion of the course’s work, including the provision of grade reports to the Employer.

4. In the event that an adjunct instructor has a course where the registration exceeds 31 students at the beginning of the class, or is increased beyond this number after the course begins, the teacher shall receive an additional \$100.00 in salary or teaching that course.

ARTICLE 21: REPORTING AND CALL-IN PAY

1. If a course is cancelled or withdrawn within 14 calendar days before the course begins, but after the member has agreed to teach the course, the unit member shall receive payment of \$100.

2. If the Employer cancels or withdraws a course after the course begins and one or more class sessions have been held, the unit member shall receive a prorated payment for the actual sessions that were held and a 10% payment for the remaining payment for the cancelled sessions that would have been due the instructor.

ARTICLE 22: SICK LEAVE & TEMPORARY LEAVE

1. If due to illness an adjunct instructor is absent from class it shall be their responsibility to reschedule the class in consultation with their Program Director or provide a substitute teacher for the class session to be missed. If the teacher arranges for a substitute there shall be no loss of compensation, but it will be the instructor’s responsibility to compensate the substitute, if they so choose.

2. All valid requests for temporary leave will not be unreasonably denied. The program director and the adjunct instructor will decide whether to reschedule the affected class or arrange for a substitute.

ARTICLE 23: HOLIDAYS

1. The Employer shall not observe the following days as instructional days:

New Year’s Day

President's Birthday	
Good Friday	
Passover	(one day and the evening before)
Memorial Day	
Independence Day	
Labor Day	
Columbus Day	
Veterans Day	
Thanksgiving Day	(evening before, Friday & Saturday after)
Christmas/ New Year's recess	(December 24 — January 1)
Rosh Hashanah	(2 days and the evening before)
Yom Kippur	(1 day and the evening before)
Martin Luther King Day	

2. With respect to dates of holidays, New York City practice shall prevail.
3. The above notwithstanding, an adjunct instructor is required to teach a full schedule of teaching periods per course.
4. If an adjunct instructor is required to teach a class on a date different than the scheduled date, because the program scheduled a class on a holiday listed in this Article, the adjunct instructor shall receive holiday pay for each class rescheduled and taught equal to one class session's salary. The adjunct instructor shall give due consideration to the needs of the students and the program in rescheduling the holiday class, and is required to hold and meet the full number of scheduled classes

ARTICLE 24: UNPAID LEAVES OF ABSENCE

Upon request, adjunct instructors shall be provided unpaid leaves of absence for a period of up to one (1) year for illness, child care, maternity, or military service, research and writing or conflicting professional demands provided however that no leave of absence shall be granted for conflicting professional demands where one additional declination by the adjunct instructor would result in the loss of his/her seniority for a previously taught course. Adjunct Instructors shall notify the Program Director promptly once intent to go on unpaid leave is known. Seniority in the specific course and program will not accrue during such unpaid leave, but previously earned seniority shall be retained.

ARTICLE 25: I.D. CARDS

Each adjunct instructor shall be provided with an identification card stating that the employee is an Adjunct Instructor for the Employer.

ARTICLE 26: CLASS SIZE

The maximum number of students that may register for any course section shall be thirty-five (35) students.

ARTICLE 27: TEXTBOOK REIMBURSEMENT

The Employer shall pay for the adjunct instructor's copy of books assigned by the adjunct instructor to be read by the students in a course. Should the Employer order books for use in a class, the Employer shall also order at no cost to the adjunct instructor, their copy. If books are not ordered by the Employer, the adjunct instructor shall submit a receipt for the purchase of the book, and reimbursement shall be made by the Employer.

ARTICLE 28: TAX DEFERRED ANNUITY PROGRAM

To the extent permissible by law, adjunct instructors will have the right to participate in the tax deferred annuity program maintained by the employer. The Employer shall maintain a Tax Deferred Annuity program that allows for the participation of bargaining unit members.

ARTICLE 29: PROFESSIONAL AND CURRICULUM DEVELOPMENT

1. The Employer commits to annual professional development workshops for adjuncts and will reimburse necessary and related travel expenses. The Employer and Union shall maintain a joint staff development committee to determine appropriate training topics, materials, presenters, frequency and duration.
2. The Employer agrees to pay adjunct instructors \$500.00 for each new course that is developed and approved by the Employer for instruction.
3. The Employer agrees to pay adjunct instructors \$500.00 to convert an existing course to a format that is suitable for on-line offerings.
4. The Employer agrees to pay adjunct instructors \$500 for each existing credit course (a credit course that has been previously offered by the Employer) a current adjunct instructor teaches for the first time.
5. The Employer and the Union recognize that credit courses taught over multiple years require content upgrading to remain current and recognize this as normal work of course instruction. As part of the program director's responsibility to oversee curriculum quality within the parameters of academic freedom, prior to issuing the contract for course instruction, the program director may determine that an existing course requires substantial revision (at least 50% new material). In this case, the Employer agrees to pay the adjunct instructor \$500 for making substantial changes to an existing credit course which that adjunct instructor has previously taught. The request for substantial changes and determination that the course has been substantially changed shall be determined by the program director, prior to the beginning of the course.

ARTICLE 30: JOINT ONLINE INSTRUCTION COMMITTEE

The Employer and Union will maintain a Joint Online Instructional Committee. The committee shall focus on the appropriate use of courses for online instruction, the impact of such courses on other programs, the selection process for instructors and application of technology for learning. The committee shall continually report their findings and recommendations to the Union president and the Program Director for agreement and implementation.

ARTICLE 31: PAST PRACTICES

Generally existing practices in the locations of the Employer or which have generally existed in a given location of the Employer shall be maintained.

ARTICLE 32: TERMINATION OR ADDITION OF PROGRAMS

1. The Employer shall notify the Union president, in writing, at least sixty (60) days prior to the decision to terminate or substantially augment the Cornell ILR Extension Labor Studies credit courses. The Union and Employer agree that they shall meet and discuss any such decision prior to implementation of any decision.

2. In the event that a Cornell ILR Extension Labor Studies credit course is terminated, the seniority of adjunct instructor in the terminated course shall be added to the appropriate position on the list for those credit courses with substantially similar content. Any courses offered under a merged seniority list shall be controlled by the provisions of Article 15 (Seniority) of this agreement.

ARTICLE 33: UNION LABEL

The wording “Cornell ILR Extension Labor Studies credit courses are proudly taught by members of the Cornell Adjunct Faculty Alliance, NYSUT, AFT, AFL-CIO” shall be printed on all materials that advertise credit bearing courses offered by the Employer. The Employer may substitute the following union label to be printed on such publicity materials no smaller than the “Cornell ILR” logo, or its successor logo or image:



ARTICLE 34: SEPARABILITY

Should any of the provisions of this Agreement, or the application thereof, be held invalid by a court of valid jurisdiction, the remainder of this Agreement of the application thereof shall not be affected.

ARTICLE 35: DURATION OF AGREEMENT

This agreement shall remain in full force and effect from July 1, 2019 until June 30, 2025 and, thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least sixty (60) days prior to the expiration date of this Agreement of its desire to change or modify this Agreement. Such written notice shall be sent by registered or certified mail to the other party. In the event that a successor Agreement is not completed by the expiration date, all terms and conditions of this Agreement shall remain in full force and effect until a successor Agreement is ratified by the parties.

ARTICLE 36: AGREEMENT

This Agreement is entered into as of this 1st day of July 2019, by and between Cornell University and the Cornell Adjunct Faculty Alliance.

In witness whereof, the parties hereto have executed this Agreement as of this 1st day of July **2019**

Employer:

Union:

Laurie M. Johnston
Sr. Director, Workforce Policy and Labor Relations

Susan E. Woods
President, CAFA