

2022-2025 AGREEMENT

BETWEEN

CORNELL UNIVERSITY

AND

TEAMSTERS, LOCAL 317

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1 **ARTICLE 1: PURPOSE AND INTENT**

2
3 This agreement is between Cornell University, hereinafter referred to as
4 the University, and Teamsters, Local 317, hereinafter referred to as the
5 Union. It is agreed by the University and the Union that the purpose of
6 this agreement is to promote harmonious labor relations between the
7 University and the Union; assure efficient, economical and uninterrupted
8 operations; establish fair wages, hours and working conditions of
9 employment; to establish equitable and peaceful procedures for the
10 resolution of differences and to set forth the entire agreement between the
11 University and the Union.

12
13 It is recognized by the agreement to be the duty and obligation of the
14 University and of the Union to cooperate fully for the advancement of said
15 purposes and conditions.

16 **ARTICLE 2: UNION RECOGNITION**

17
18 The University recognizes Teamsters Local 317 as the exclusive
19 bargaining representative for the purpose of collective bargaining with
20 respect to salaries, wages, hours and all other terms and conditions of
21 employment of all employees in the bargaining unit as certified by the
22 National Labor Relations Board, Case#3-RC-160843, dated October 30,
23 2015 and Case#3-RC-161305, dated October 30, 2015 and within the
24 specific job classifications listed in Appendix A.

25
26 The unit shall consist of all regular full-time and regular part-time
27 Emergency Services Specialists and Fire Protection Testers employed by
28 the University at its Ithaca, New York campus.

29
30 Regular full-time employees shall be those defined as regularly scheduled
31 to work a minimum of thirty-five (35) hours per week. Regular part-time
32 employees shall be defined as regularly scheduled to work a minimum of
33 twenty (20) hours but less than thirty-five (35) hours per week.
34
35
36

1 Bargaining unit work shall only be performed by bargaining unit
2 employees and shall be governed by the terms of this Agreement, except
3 that this restriction shall not apply in the case of supervisors and
4 temporary/casual employees performing unit work consistent with past
5 practice. Work directed to non-bargaining unit supervisory and
6 temporary/casual employees will not be assigned with the intention or
7 effect of reducing bargaining unit work and will not result in the reduction
8 in hours for bargaining unit employees or the layoff of bargaining unit
9 employees.

10 **ARTICLE 3: UNION SECURITY, MEMBERSHIP AND DUES**
11 **CHECK-OFF**
12

13 Any employee who is not a member of the Union at the time this
14 Agreement becomes effective shall become a member of the Union within
15 ten (10) days after the thirtieth (30) day following the effective date of
16 this Agreement or within ten (10) days following employment, whichever
17 is later, as a condition of continued employment, and shall remain a
18 member of the Union, to the extent of paying an initiation fee and
19 membership dues uniformly required as a condition of acquiring or
20 retaining membership in the Union, for the duration of this Agreement.

21
22 Employees meet the requirement of being members of the Union, within
23 the meaning of this Article, by tendering the periodic dues and initiation
24 fees uniformly required as a condition of acquiring or retaining
25 membership in the Union or, in the alternative, by tendering to the Union
26 financial core fees and dues.

27
28 The University will deduct from the wages bi-weekly of any employee
29 covered by this Agreement said employee's dues and initiation fees as a
30 member of the Union upon receiving the employee's individual written
31 authorization for the University to make such deductions signed by the
32 employee. Authorization forms are to be provided by the Union. The
33 University will pay to the proper officers of the Union the wages withheld
34 for such dues and initiation fees. The remittances shall be accompanied
35
36

1 by a list showing individuals names, seniority date, and amounts
2 deducted, and sent by electronic funds transfer. The Union shall advise
3 the University of the amount of initiation fees and dues to be deducted.
4 The University will notify the Union of newly hired employees covered
5 by the Agreement, including the name, address, job classification and
6 seniority date of such employee on a quarterly basis.

7
8 Where an employee who is on check-off is not on the payroll during the
9 week in which the deduction is to be made, has either no or insufficient
10 earnings during that week, or is on leave of absence, the employee shall
11 make arrangements with the Union and/or Employer to pay such dues in
12 advance.

13
14 In the event the Union requests the discharge of an employee for failure
15 to comply with the provisions of the Article, it shall serve written notice
16 on the Employer requesting that the employee be discharged effective no
17 sooner than two (2) weeks after the date of that notice. The notice shall
18 contain the reason for discharge. In the event the Union subsequently
19 determines that the employee has remedied the default prior to the
20 discharge date, the Union will notify the Employer and the employee, and
21 the Employer will not be required to discharge that employee.

22
23 The Union agrees to indemnify and save the University harmless against
24 any claim, suits, judgements, or liabilities of any sort whatsoever arising
25 out of the University's compliance with the provisions of this article.

26 27 **ARTICLE 4: TERMS OF AGREEMENT**

28
29 This agreement expresses the full, complete and final agreement of the
30 parties for the duration hereof. It cancels and supersedes any and all
31 agreements and understandings that may have been in effect previously
32 and this agreement may be amended only by mutual agreement of the
33 parties in writing. The parties acknowledge that during the negotiations
34 which resulted in this agreement, each had the unlimited right and
35
36

1 opportunity to make demands and proposals with respect to any subject
2 or matter not removed by law from the area of collective bargaining, and
3 that the understandings and agreements arrived at by the parties after the
4 exercise of that right and opportunity are set forth in this agreement.
5 Therefore, the University and the Union for the life of this agreement,
6 voluntarily and unqualifiedly waive the right, and each agrees that the
7 other shall not be obligated, to bargain collectively with respect to any
8 subject or matter referred to or covered in this agreement, except as
9 expressly provided in this agreement, or with respect to any subject or
10 matter not specifically referred to or covered in this agreement, even
11 though such subject or matter may not have been within the knowledge or
12 contemplation of either or both parties at the time that they negotiated or
13 signed this agreement. The execution of this agreement shall not result in
14 any abridgement of the rights held by management or the union, except as
15 otherwise modified by this agreement.

17 **ARTICLE 5: MANAGEMENT RIGHTS**

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

- 26
27 1. determine the mission, purposes, objectives, policies, and programs of
28 the institution;
- 29 2. determine the facilities, methods, standards, and means of operation,
30 and number and qualifications of personnel required for the conduct
31 of its program;
- 32 3. determine and/or alter work schedules, hours of employment, and the
33 duties, responsibilities and assignments of employees with respect
34 hereto;
- 35
36

- 1 4. recruit, hire, approve, train, retain, evaluate, transfer, promote,
2 demote, layoff and recall employees;
- 3 5. determine or change job content, classify or reclassify positions and
4 allocate or reallocate new or existing positions;
- 5 6. discipline or discharge employees in accordance with the provisions
6 of this Agreement and rules and regulations promulgated hereunder;
- 7 7. promulgate, modify and enforce rules and regulations and qualitative
8 and quantitative standards of performance;
- 9 8. although the University retains the right to subcontract unit work, the
10 University agrees that it will make reasonable effort to avoid
11 employee layoffs where subcontracting may eliminate unit jobs; and,
- 12 9. change existing, or introduce new equipment, operations, methods,
13 processes, means or facilities as determined to be in the best interest
14 of the University.

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

22 23 **ARTICLE 6: NO STRIKE**

24
25 The Union agrees there will be no strike, work stoppage, work
26 interruption, slow down, sympathy strike, picketing, boycott by the Union
27 or any employee during the life of the Agreement.

28
29 The University agrees that it will not lock out its employees during the
30 life of the Agreement.

1 **ARTICLE 7: FAIR EMPLOYMENT PRACTICES**

2
3 The employer and the Union affirm the principle of equal employment
4 opportunity. No person shall be denied employment on the basis of any
5 legally prohibited discrimination involving, but not limited to, such
6 factors as race, color, creed, religion, national or ethnic origin, marital
7 status, citizenship, sex, sexual orientation, gender identity or expression,
8 age, disability, or protected veteran status. Cornell University is an
9 affirmative action/equal opportunity employer.

10
11 **ARTICLE 8: UNION REPRESENTATION**

12
13 The employer recognizes the right of the Union to designate Stewards and
14 alternates from the university's seniority list. The authority of Stewards
15 and alternates shall be limited to the following duties and activities.

- 16
17
- 18 • The investigation and presentation of grievances to the university in
19 accordance with the provisions of the collective bargaining
20 agreement.
 - 21 • The transmission of such messages and information which shall
22 originate with, and are authorized by the Union or its officers.

23
24 A Steward or alternate shall suffer no loss of wages for the time spent
25 participating in the required meetings of the Grievance Procedure, Steps
26 1 through 4, as set forth in Article 13, Grievance Procedure and
27 Arbitration. A Steward or alternate will be permitted a reasonable amount
28 of time, normally not to exceed one-half hour without loss of pay, to
29 confer privately with the grievant immediately prior to any scheduled
30 grievance step meeting.

31
32 Stewards and alternates have no authority to take strike action, or any
33 other action interrupting the employer's business. In the event of any such
34 unauthorized action by Stewards and alternates, the Union immediately

1 shall use all efforts to end the strike action or any other action interrupting
2 the University's business.

3
4 The Union shall furnish the University with a list of all Stewards and
5 alternates and shall promptly notify the University of any changes.

6
7 For the purposes of negotiating a successor agreement the University will
8 reimburse up to two (2) employees, one (1) from EHS and one (1) from
9 FM, for lost work time that cuts across the employee's regular schedule
10 as a result of negotiating sessions with the University. Lost work time
11 shall mean only those hours the employee is regularly scheduled to work.
12 Fourteen (14) days before the 1st scheduled meeting, the Union will
13 provide the University, in writing, the names of the two (2) employees
14 who will be participating in negotiations. Those employees will inform
15 their supervisors of their participation in negotiations.

16
17 Authorized agents of the Union shall have access to the University during
18 core hours of 8:00 AM to 4:00 PM and will notify the University at least
19 24 hours in advance, for the purpose of adjusting disputes, investigating
20 working conditions, collecting dues, and ascertaining the Agreement is
21 being adhered to. Provided however, such authorized agents present
22 identification and there is no interruption or disruption of the University's
23 work or workplace; employees will be off the clock when conferring with
24 agents of the Union.

25 26 **ARTICLE 9: SENIORITY**

27
28 Seniority is defined as the length of time an employee has been
29 continuously employed by the University within a bargaining unit
30 position.

31
32 Emergency Services Specialists (ESS) and Fire Protection Testers (FPT)
33 shall be considered separate union seniority departments.

1 **Probationary Period**

2 An employee is a probationary employee for the first three (3) months of
3 their regular full-time continuous employment in this bargaining unit. An
4 employee will not begin to accrue seniority rights until after the
5 probationary period is completed at which time seniority will be
6 calculated from the employee’s original date of hire. The University, with
7 the concurrence of the Union, may extend the probationary period for up
8 to an additional ninety (90) calendar days. Periods of temporary layoff,
9 disability and workers’ compensation shall extend the probationary period
10 accordingly.

11
12 During their probationary period, employees shall have no seniority rights
13 and may be terminated at the sole election of the University and without
14 recourse to the grievance and arbitration provisions of this Agreement.

15
16 Employees hired on the same date shall rank for seniority according to the
17 last four (4) digits of their social security number with the employee
18 having the highest number being given the highest rank.

19
20 **Loss of Seniority**

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

- 23
24 1. The employee resigns or is discharged for cause.
- 25
26 2. The employee retires from Cornell University.
- 27
28 3. The employee is laid off for a period of twelve (12) consecutive
29 months.
- 30
31 4. The employee is absent from work for three consecutive working days
32 without directly notifying the supervisor or the departmental
33 administrator in keeping with departmental procedures and provided
34 the failure to notify is not due to circumstances beyond the control of
35 the employee.

- 1 5. The employee fails to return to work for three (3) consecutive working
2 days, provided the failure to return to work is not due to circumstances
3 beyond the control of the employee, after:
4
5 - the expiration of an approved leave of absence,
6 - recall from layoff,
7 - the expiration of vacation,
8 - disciplinary suspension,
9 - expiration of disability or workers' compensation status
10
11 6. The employee fails to return to employment at Cornell within one (1)
12 year following the expiration of Short-Term Disability Leave.
13
14 7. An employee on a continuous absence from work due to a work-related
15 injury or illness who fails to return to work within 18 months.
16

17 **ARTICLE 10: LAYOFF AND RECALL**
18

19 In the event the University should determine that a layoff is necessary, the
20 University shall have the sole discretion to determine the type, number
21 and location of the jobs to be reduced.
22

23 **Indefinite Layoff**

24 All layoffs shall be initiated at the department level. Departments shall be
25 defined as Environment, Health and Safety (EHS) and Facilities
26 Management (FM). Affirmative Action obligations, under existing
27 University Affirmative Action Plans, ability to perform the work and
28 seniority shall be considered in the event the University finds it necessary
29 to layoff a bargaining unit employee. In instances where Affirmative
30 Action obligations and ability to perform the work are not bearing on the
31 layoff decision, employees shall be laid off in line with their seniority in
32 their classification within their department, provided the employee(s) to
33 be laid off does not have specialized knowledge or abilities required in the
34 classification which could not be met by the remaining work force.
35
36

1 Other than in the case of a probationary employee the employer shall
2 provide any employee being laid off with a minimum of thirty (30)
3 calendar day(s) notice (not including accrued vacation time) prior to the
4 effective date of the layoff. When minimum notification, as described
5 above, is not possible, the employee will receive, in lieu of notice, pay
6 equal to the amount he/she would have received had notice been possible,
7 in addition to any accrued vacation pay.

8 9 **Benefits During Layoff**

10 An employee on layoff is entitled to a continuation of certain benefits for
11 up to one year following the effective date of layoff as per Article 14,
12 Other Benefits, University Benefits While on Layoff Status.

13 14 **Recall from Layoff**

15 In the event of a recall the employees shall be recalled in accordance with
16 their seniority within their classification within their department provided
17 they can perform the work. Once recalled the employee shall be paid in
18 accordance with Article 17, Wages. Recall rights shall expire two years
19 from the effective date of layoff.

20 21 **ARTICLE 11: FILLING JOB VACANCIES**

22
23 The University will post job openings which may occur in the bargaining
24 unit(s).

25
26 If a position opening in Emergency Services becomes available during the
27 6-month shift rotation window, the shift that is vacated will be the one
28 that is filled.

29
30 Barring unforeseen circumstances, posted positions shall be filled within
31 a reasonable length of time. Upon request, the University will inform the
32 Union regarding the status of a position.

1 **ARTICLE 12: DISCIPLINE & DISCHARGE**

2
3 The University and the Union agree to a procedure of progressive
4 discipline. The parties adhere to the principle that discipline has the
5 objective of improving the future performance of the employee.

6
7 The University and the Union recognize the sensitive nature of the
8 disciplinary process and to that end, will strive whenever possible, to
9 handle all disciplinary matters in a private setting with relevant personnel
10 only.

11
12 A non-probationary employee may be disciplined or discharged only for
13 just cause. Unless circumstances warrant otherwise, an employee will be
14 given 24 hours advance notice of the investigatory interviews that may
15 lead to discipline.

16
17 Disciplinary penalties may include a verbal warning, written warning,
18 suspension, discharge or any combination thereof and shall correspond to
19 the severity of the matter.

20
21 Situations involving major infractions or offenses shall be exempted from
22 progressive discipline and may subject an employee to discipline,
23 including discharge, regardless of the employee's prior record.

24
25 Disciplinary actions may be initially grieved at Step Two of the grievance
26 procedure as set forth in Article 13, Grievance Procedure.

27
28 All written statements regarding discipline shall be provided to the
29 employee, steward and Union and shall include the reasons for the
30 discipline. The employee must sign the statement to acknowledge receipt
31 of the document. If the employee is unable or unwilling to sign the
32 statement, a union representative for that department shall sign on behalf
33 of the employee. An employee shall have the right to promptly respond in
34 writing to any written discipline. This response will be kept with the
35 written discipline.
36

1 Written discipline shall remain in an employee's human resources record.
2 Prior discipline will not be used for subsequent discipline if no further
3 disciplinary action is brought within 18 months. The life of discipline
4 may be adjusted by mutual agreement of the parties.
5

6 **ARTICLE 13: GRIEVANCE PROCEDURE** 7

8 This Article establishes the exclusive procedure for the processing and
9 settlement of grievances. All grievances shall be processed solely in
10 accordance with the procedures set forth in this Article. A grievance is
11 defined as any dispute or claim arising out of or relating to the
12 interpretation or application of this agreement.
13

14 The parties agree to encourage discussions between employees and
15 supervisors prior to implementing the official steps as outlined in this
16 Article.
17

18 The parties agree that legal counsel shall not attend grievance hearings
19 through Step 3 of the formal process.
20

21 When employees are required to attend a grievance hearing as a grievant,
22 University witness, or Union representative, they will only be paid for the
23 time spent in attending grievance hearings when such time coincides with
24 their regularly scheduled working hours. When a grievance is filed by
25 more than one employee, the grievance will identify one of those
26 employees who shall represent the class of grievant at each step of the
27 grievance procedure. Neither party shall be responsible for the expense of
28 witnesses called by the other party, including lost work time.
29

30 Without a compelling reason for absence, a grievance will be dismissed
31 when the grievant fails to be present at any one of the hearings of the steps
32 of the grievance procedure.
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1 “Working day” within the meaning of this Article is defined as Monday
2 through Friday, excluding all paid holidays. Whenever the University
3 fails to meet the time limits required in this Article, the grievance at issue
4 may be appealed to the next step. Whenever the Union or grievant fails
5 to meet the time limits required in this Article, the grievance shall be
6 regarded as settled on the basis of the University’s last response or
7 position. Initial steps and time limits of this Article may be waived by
8 mutual written agreement, of the Union and the University.

9
10 No Step 1 or 2 grievance settlement shall establish precedent or practice
11 for either the Union or the University. A grievance may be withdrawn at
12 Steps 1 or 2 without prejudice or precedent.

13
14 When the Union alleges that the University has violated a specific
15 provision or provisions of this agreement, so as to allegedly violate
16 employees’ rights under the terms of the agreement, the Union may
17 initiate a grievance at Step 3 of this procedure.

18
19 No employee shall be discriminated against for participating in the
20 grievance procedure.

21
22 Employees who have filed a grievance shall have the right to be present
23 personally at any stage of the Grievance Procedure. However, an
24 employee may waive the right to be present. The employee may be
25 accompanied by a Union representative. Union representatives may assist
26 employees who wish to file grievances.

27
28 At each step of the grievance procedure, each party shall present the facts
29 and documents known to the party at the time to support its position on
30 the grievance. Additional information requested by either party in writing
31 shall be provided in keeping with applicable labor law prior to the next
32 step of the grievance procedure.

33 The steps of the grievance procedure shall be:
34
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1 **Step 1**

2 An employee who wishes to pursue a grievance must submit a completed
3 and signed grievance form to management within five (5) working days
4 from the date on which the cause of the complaint occurred or from the
5 date the aggrieved employee had reason to know of its
6 occurrence. Management will meet with the employee and/or Union
7 representative within five (5) working days from the receipt of the
8 grievance form, and will provide a response within five (5) working days
9 from the date of the Step 1 meeting.

10
11 **Step 2**

12 If the immediate supervisor's answer does not resolve the grievance and
13 the employee chooses to pursue the matter further, a written grievance
14 may be appealed to the Associate Vice President for Facilities
15 Management for FM employees or the Sr. Director for Environment,
16 Health and Safety for EHS employees or their designee(s) within five (5)
17 working days from the Step 1 response, setting forth the facts upon which
18 the grievance is based, the section(s) of the Agreement alleged to have
19 been violated and the remedy or corrections sought. The AVP or Sr.
20 Director or their designee within ten (10) working days from the date the
21 grievance is appealed shall meet and discuss the grievance with the
22 employee and a Union representative. A reasonable attempt will be made
23 to hear the grievance during normal day-time working hours, adjusting
24 the time periods to hear the grievances for the employee's schedule, as
25 necessary. A written answer to the grievance shall be provided to the
26 employee and the Union representative within five (5) consecutive
27 working days after the date of the Step 2 meeting.

28
29 **Step 3**

30 If the grievance is not resolved in Step 2, the Union representative may
31 appeal the grievance in writing to the Director of Staff and Labor
32 Relations within five (5) consecutive working days of receipt of the Step
33 2 answer. The appeal shall include the reason for disagreement of the
34 Step 2 response. The Director of Staff and Labor Relations or his/her
35 representative will meet with the Union within ten (10) working days from
36

1 the appeal to Step 3 and will provide the Union with a written answer on
2 the appeal within ten (10) working days of this meeting.
3

4 **Grievance Mediation**

5 Upon mutual agreement, the University and the Union will request a
6 Federal Mediator from the Federal Mediation and Conciliation Service for
7 the purpose of grievance mediation. This process may be implemented
8 with mutual agreement prior to filing for Arbitration, or in the time frame
9 between the filing for Arbitration and the Arbitration proceedings. In the
10 event Grievance Mediation is chosen prior to filing for Arbitration, the
11 time limits for filing for Arbitration will be extended to accommodate the
12 Grievance Mediation process. The decision/ recommendations of the
13 Federal Mediator shall not be binding on either party and may not be
14 introduced in any subsequent arbitration proceedings.
15

16 **Step 4**

17 If the grievance remains unresolved to the satisfaction of the Union, or if
18 the Union perceives that the settlement offer is a violation of the terms or
19 conditions of the agreement, the Union may, in its sole discretion, appeal
20 the grievance to arbitration by submitting written notice to the Director of
21 Staff and Labor Relations within ten (10) working days of the issuance of
22 the Step 3 response. The parties will thereafter attempt to agree on a
23 mutually acceptable arbitrator to hear and decide the matter. If the parties
24 are unable to agree on an arbitrator, either party may request a panel of
25 seven (7) arbitrators from the Federal Mediation and Conciliation Service
26 (FMCS). The parties will strike the names, alternatively, until the name
27 of the arbitrator who is to serve remains. The party who strikes first will
28 be determined by a coin flip.
29

30 The jurisdictional authority of the arbitrator is defined and limited to the
31 determination as to whether, in a disciplinary grievance, there was just
32 cause for the disciplinary action, and if so, what is the remedy. Any award
33 of back pay should be limited to the amount of wages that the employee
34 otherwise would have earned, less any other compensation including but
35 not limited to unemployment compensation. In no event shall an
36

1 arbitrator's award be retroactive to a date earlier than ten working days
2 prior to the date the grievance was first presented or the date the contract
3 grievance occurred, whichever is later. In a contract grievance, the
4 authority of the arbitrator is limited to the determination as to whether
5 there has been a violation(s) of the provision or provisions of the
6 agreement as set forth in the written grievance. The arbitrator shall have
7 no power to add to, subtract from or modify any of the terms of this
8 agreement. The arbitrator shall render his/her decision within thirty (30)
9 days from the last hearing date or the due date for briefs, whichever is
10 later. The decision of the arbitrator shall be based exclusively on evidence
11 presented at the arbitration hearing(s) and shall be final and binding on all
12 involved parties.

13
14 The parties shall bear their own expenses and share in the arbitrator's fee
15 and expenses equally. Each party shall be responsible for the expenses of
16 its witnesses and representatives. Each party may be represented by
17 counsel at the arbitration hearing.

18 19 **ARTICLE 14: OTHER BENEFITS**

20
21 The University and Union agree that, during the term of this Agreement,
22 the University will automatically extend to employees covered by the
23 Agreement any adjustments or any new benefits made by the University
24 in the benefit programs listed below which it might make for University
25 employees not covered by a collective bargaining Agreement. In the
26 event of such changes, the University will notify the Union of such
27 changes prior to their implementation.

28
29 The benefits are as follows:

30
31 Cornell's Health Care Plan
32 Cornell University Retirement Plan (CURP)
33 Cornell University Tax Deferred Annuity Plan
34 Cornell Children's Tuition Scholarship
35
36

1 Cornell Short-Term Disability Plan
2 Cornell Long-Term Disability Plan
3 Cornell Worker's Compensation Plan
4 Direct Deposit
5 Emergency Call-Back
6 Employee Tuition and Training Program
7 Faculty & Staff Assistance Program
8 Family Leaves for Staff (FMLA)
9 Flexible Spending Accounts
10 Funeral Leave
11 Group Life Insurance
12 Health and Personal Leave for Staff
13 Holiday Time
14 Human Resources Policy 6.13.4: Personnel Files
15 Inclement Weather
16 Jury Duty/Court Appearance
17 Leaves of Absence Without Pay
18 Medical Leaves for Staff (FMLA)
19 Military Leaves of Absence
20 Personal Accident Insurance
21 Sick Leave Conversion for Post-Retirement Health Insurance
22 University Benefits While on Layoff Status
23 Vacation
24 Volunteer Firefighters, Emergency Medical Technician & Emergency
25 Responder Leave
26 Voting Time
27
28
29
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31
32
33
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1 **ARTICLE 15: HOURS OF WORK AND OVERTIME**

2
3 The University reserves the right to establish, schedule and/or alter work
4 schedules/shifts. The University will provide employees with as much
5 notice as is practicable of a schedule change. For shift changes of more
6 than two (2) weeks, the University will provide employees five (5)
7 working days' notice. The University also reserves the right to change the
8 pay day.

9
10 Nothing contained in this agreement will be construed as a limitation on
11 the right of the University to require overtime.

12
13 Employees shall be paid for all hours worked in excess of forty (40) in
14 any given pay week at one-and-one-half times their regular rate of pay.
15 The pay week means seven (7) consecutive days beginning 12:01 a.m.
16 Thursday and ending at 11:59 p.m. on Wednesday. All hours paid in the
17 pay week shall be counted for the purpose of computing overtime in that
18 pay week. There shall be no pyramiding of overtime and/or premium pay.

19
20 The University will determine the required training for positions in the
21 bargaining unit, the associated hours and will provide or make provisions
22 for employees to obtain the determined hours of required training.

23 **Emergency Services Specialists**

24 The normal schedule of work for Emergency Service Specialists will be
25 forty (40) hours per week.

26 Overtime shifts will be determined at the discretion of Emergency
27 Services Supervisor (ESS). If shift coverage is determined and needed
28 within forty-eight (48) hours before the start of the shift(s), the ESS will
29 make a reasonable effort to secure a volunteer.

30 Overtime shifts that become available and are more than forty-eight (48)
31 hours before the start of the shift(s), the ESS will notify the Emergency
32 Services Group of the coverage using When to Work and the overtime
33 will be assigned on a seniority basis. In the event there are no volunteers
34
35
36

1 to cover the overtime shift(s), the ESS will mandate shift coverage by
2 reverse seniority.

3
4 No employee will be mandated to work over 16 hours in a 24-hour period.

5
6 The Emergency Services Specialists will do a shift bid once every six
7 months to take effect July 1st and January 1st. The shift bid will be put out
8 before June 1st and December 1st respectively to allow the group adequate
9 time to sign up for the desired shift. The shift bid will be based on seniority
10 as stipulated in this contract. The senior person will sign up for their
11 desired shift first, second in seniority next, etc. After the shift pick
12 document is posted in the Emergency Services Office and each employee
13 is notified by email by the Emergency Services Group Supervisor each
14 employee has 72 hours from the start of their next scheduled shift to pick
15 their desired shift. If they do not choose within that time frame the
16 schedule goes to the next person on the seniority list and the skipped
17 employee must wait until the very end of shift bid process to pick the last
18 shift.

19 **Fire Protection Testers**

20 The normal schedule of work for the Fire Protection Testers will be forty
21 (40) hours a week, Monday through Friday. With reasonable notice, the
22 Fire Protection Testers may be requested to work days other than Monday
23 through Friday.

24
25 The University will schedule overtime as equitably as practicable among
26 employees of the same job classification.

27 **Rest Breaks**

28 All employees will be entitled to thirty (30) minutes of paid rest time
29 during the shift. Supervisors shall have the authority to establish either
30 one thirty (30) minute rest break, where necessitated by departmental
31 operations, or two (2) fifteen (15) minute rest breaks and to determine the
32 scheduling of such.
33
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1 **Meal Periods**

2 Fire Protection Testers: Employees who work more than six (6)
3 consecutive hours shall receive one (1) uninterrupted meal break of at
4 least thirty (30) minutes. The scheduling and length of the meal break
5 shall be determined by the department in accordance with New York State
6 law. The meal breaks shall be unpaid and cannot be accumulated.

7
8 Emergency Services Specialists: Due to the nature of the Emergency
9 Services Specialists duties, meal periods will be paid time.

10
11 **ARTICLE 16: CLOTHING/SHOES/REQUIRED APPAREL**

12
13 The employer reserves the right to designate the uniform or the
14 clothing/shoes to be worn, and how the uniform or clothing/shoes will be
15 provided to the unit members.

16
17 All employees are expected to report to work with proper work gear in
18 good condition to ensure worksite safety and ready to perform their work
19 duties. As such, employees should be properly prepared for the working
20 and environmental conditions they will encounter while on the job.

21
22 **Emergency Services Specialists**

23 At the time of hire employees will be provided with two pair of seasonal
24 work shoes/boots. The following university-owned and approved
25 uniformed clothing/gear will also be provided:

- 26 • Four (4) pants;
- 27 • Four (4) short sleeve work shirts;
- 28 • One (1) utility belt and accessories;
- 29 • One (1) EHS sweatshirt/workshirt;
- 30 • One (1) EHS coat;
- 31 • Clothing accessories.

32
33 Upon completion of one year of service, in order to maintain an
34 appearance standard set by the department, the department will provide a
35

1 replacement clothing allotment of up to \$350.00 per fiscal year which will
2 be applied to all required and optional EHS uniform items as well as safety
3 shoes. The allotment covers repairs and alterations with identified local
4 vendors. Unused allotment funds do not roll over to the next fiscal year.
5 A quarterly report of the ESSs' remaining clothing allotment will be
6 provided.

7
8 The ESS annual allotment is not applied to the following items:

- 9 • EHS All Weather Jacket
- 10 • Prescription Safety Glasses (provided pursuant to current EHS
11 policy)
- 12 • Personal Protective Equipment
- 13 • Utility Belt

14
15 Any uniformed clothing/gear that is determined to be rendered useless
16 through usual or accidental events on the job, will be replaced by the
17 department. Any items that are negligently lost or negligently damaged
18 shall be replaced at the expense of the employee.

19 20 **Fire Protection Testers**

21 Fire Protection Testers will receive an annual clothing and shoe allowance
22 of \$350 for the term of the contract.

23
24 The employer will provide FPT employees with Personal Protective
25 Equipment and a Utility Belt. A reimbursement of up to \$250 on a bi-
26 annual (every two years) basis will be provided for prescription safety
27 glasses. Appropriate documentation of the purchase of such glasses is
28 required from the employee before the reimbursement is provided.

29 30 **ARTICLE 17: WAGES**

31
32 All employees under this Agreement shall be classified as one of the
33 following:

- 34 • Emergency Services Representative, ES2

1 • Fire Protection Tester, FP2

2 Employees hired after the certification of the Teamsters as the
3 bargaining agent (October 30, 2015) will be paid according to the wage
4 schedules below. Employees hired before the certification of the
5 Teamsters as the bargaining agent will receive a 5.5% percentage
6 increase on October 1, 2022, a 5.4% percentage increase on October 1,
7 2023, and a 3% percentage increase on October 1, 2024.
8

9

Emergency Services Specialist	
<u>Effective</u>	<u>ES2</u>
10 10/1/2022	\$25.41
11 10/1/2023	\$26.79
12 10/1/2024	\$27.59

13

Fire Protection Tester	
<u>Effective</u>	<u>FP2</u>
14 10/1/2022	\$20.70
15 10/1/2023	\$21.82
16 10/1/2024	\$22.47

17 **Lead Status**

18 Employees who are temporarily assigned to lead status will be paid 108%
19 of their regular base hourly rate.
20

21 **Shift Differential**

22 Employees who are regularly scheduled to work a shift which includes
23 four or more hours between the hours of 6:00 p.m. and 6:00 a.m. shall be
24 paid one dollar and twenty-five cents (\$1.25) per hour. Any employee
25 who is involuntarily assigned to a shift on a temporary basis for three (3)
26 days or more in a week shall be paid this shift differential. Shift
27 differential shall be paid for the following paid leave situations: vacation,
28
29
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1 holiday, sick, personal, health and personal leave and bereavement leave
2 (not on short term disability, workers' compensation or vacation buyout.)
3

4 **Field Training Officers**

5 Field Training Officers shall receive a 5% pay increase for any hours spent
6 training new employees. In order for the field training compensation to
7 be paid the trainer must do the following:

- 8 1. Satisfactory attendance during phase
- 9 2. Attends scheduled meetings
- 10 3. Professional relationship maintained with trainee
- 11 4. Acts as a desired role model
- 12 5. Is sincere and candid in all evaluations of the trainee

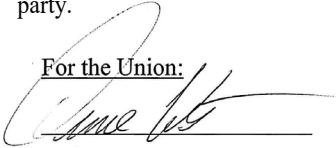
13 **ARTICLE 18: SEPARABILITY**

14
15 If any provision or part thereof this agreement is found to be invalid or
16 unenforceable by a final decision of a court of law or is in conflict with
17 any applicable federal or state law or regulation, such provision, or part
18 thereof shall be deemed to be deleted from this agreement. The parties
19 will convene and negotiate a lawful alternative to the deleted provision.
20 In the event that any provision or part thereof, of this agreement is thus
21 rendered inoperative, and of no force and effect, the remaining provisions
22 shall nevertheless, remain in full force and effect.
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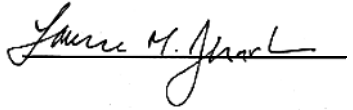
1 **ARTICLE 19: DURATION**

2 This Agreement shall remain in full force and effect from October 1, 2022
3 until 11:59 p.m., September 30, 2025 and, thereafter, shall be renewed
4 from year to year unless any party hereto shall notify the other party, in
5 writing, at least sixty (60) days prior to the termination date of this
6 Agreement of its desire to change or modify in any way or terminate this
7 Agreement. Such written notice shall be sent by certified mail to the other
8 party.

9
10 For the Union:

11 
12 _____
13 _____
14 _____

10 For the University:

11 
12 _____
13 _____
14 _____

**APPENDIX A
CLASSIFICATIONS**

- 1
- 2
- 3
- 4 Emergency Services Specialists
- 5 Facilities and Campus Services
- 6
- 7 Fire Protection Testers
- 8 Facilities and Campus Services
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