



2024-2028 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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STATEMENT OF PURPOSE

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

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

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

ARTICLE 1

RECOGNITION

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

Temporary employees shall be limited to:

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

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

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

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

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

**ARTICLE 2
TERMS OF AGREEMENT**

This Agreement constitutes the full, complete, and final understanding and agreement of the parties for the duration hereof. The parties voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be 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 execution
4 of this Agreement shall not result in any abridgment of the rights retained by
5 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 effective
9 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 way
17 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 duties,
30 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
36

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

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

ARTICLE 4

UNION SECURITY

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

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

ARTICLE 5
DUES CHECKOFF

The University recognizes that employees' Union membership is a condition of employment, pursuant to Article 4, UNION SECURITY, and that having an effective system for the UAW to meet new employees, to sign their dues authorization cards through the Union onboarding process, is a shared responsibility.

The University, through Staff & Labor Relations, will work to ensure that the UAW has access to new employees in the bargaining unit prior to the end of the probationary period, pursuant to Article 9, SENIORITY.

The University will work directly with the UAW's designee(s) to ensure that it has the University information and reports needed to manage the UAW membership function for employees in the bargaining unit effectively and in a timely manner.

The parties agree to meet on a regular basis, at least monthly or by mutual agreement, to ensure that new employees are meeting with the UAW designee(s) to sign their dues authorization card during the Union onboarding process.

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

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.

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.

1 The University shall remit the Dues Checkoff check to the Union within seven
2 (7) days of the last payroll date of the month.

3
4 In the event that an employee who has authorized payroll deductions for dues,
5 falls into arrears for one (1) month's dues or less as a result of an unpaid leave
6 of absence or layoff, the University shall deduct that amount, in addition to
7 usual dues deductions, from the employee's paycheck within one (1) month
8 following the Union's notification to the University of the employee's name,
9 social security number, the amount of dues owed and the period for which they
10 are owed. Further, the Union is required to send notice to the employee via first
11 class mail that the Union has requested that the University take this deduction.
12 The Union shall indemnify the University against any and all claims, demands,
13 suits, or other forms of liability that may arise out of action taken or not taken
14 by the University at the Union's request for the purpose of complying with any
15 of the above provisions.

16 17 **Hardship Fund and VCAP Check-Off**

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

22
23 Enrollment shall be by written authorization signed by the employee directing
24 the University to make the Hardship Fund and or VCAP deduction.

25 26 **ARTICLE 6** 27 **NO STRIKE GUARANTEE** 28

29 Under no circumstances shall the Union, its officials, its employees, its
30 affiliates, or its members, directly or indirectly cause, instigate, permit, support,
31 encourage or condone, nor shall any employee or employees, directly or
32 indirectly, take part in any action against or interference with the operations of
33 the University such as a strike, work stoppage, sit-down, stay-in, slow-down,
34 curtailment of work, restriction of production, or any picketing, patrolling or
35
36

1 demonstrations at any location whatsoever during the term of this Agreement
2 and as a continuing obligation.

3
4 In the event of any such action or interference, and on notice from the
5 University, the Union without any delay shall take whatever affirmative action
6 is necessary to prevent and bring about the termination of such action or
7 interference. Such affirmative action shall include immediate disavowal and
8 refusal to recognize any such action or interference and the Union immediately
9 shall instruct any and all employees to cease their misconduct and inform them
10 that their misconduct is a violation of the Agreement subjecting them to
11 disciplinary action, including discharge.

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

19
20 The University agrees that it will not lock out its employees during the term of
21 this Agreement.

22 23 **ARTICLE 7** 24 **FAIR EMPLOYMENT PRACTICES**

25
26 The University and the Union recognize their mutual obligations that the
27 provisions of this Agreement be applied to all employees covered by this
28 Agreement without regard to race, color, creed, religion, age, sex, sexual
29 orientation, gender identity or expression, union activity, marital status,
30 citizenship, disability, national or ethnic origin, or protected veteran status. Any
31 employee claiming he/she was discriminated against based upon one (1) of the
32 above-noted protected categories may file a grievance at Step 3 of the
33 Grievance Procedure, Article 11 of the Agreement.

1 The University and Union recognize their mutual obligations under the various
2 Affirmative Action and Equal Employment Opportunity statutes and
3 regulations and labor laws.

4
5 The University and the Union will exercise their respective responsibility for
6 non-discrimination in employment rights for workers with disabilities, as
7 mandated by the Americans with Disabilities Act.

8
9 In keeping with our mutual interests to diversify the work force to be more
10 inclusive of affirmative action protected groups (i.e., minorities, women,
11 veterans, and people with disabilities) at all levels, the Union and the University
12 agree to the following:

- 13
- 14 • to work together with community agencies, local educational institutions and
15 other resources to identify and recruit potential candidates for employment
 - 16
 - 17 • to work jointly to guarantee access to and participation in diversity and
18 sensitivity education for members of management and the bargaining unit
 - 19
 - 20 • to expand access to and participation in career training and equal
21 opportunities through such programs as:

- 22
- 23 • CLASP (Community Learning and Service Partnership)
 - 24 • Extramural
 - 25 • Tuition Aid
 - 26 • Employee Degree
 - 27 • Calendar Programs
 - 28 • Departmental efforts
 - 29 • On the Job Training
 - 30 • Office Professionals Program
 - 31 • Other
- 32

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

1 Requests from employees seeking access to classes available through the
2 CLASP program during working hours will not be unreasonably denied.
3 Denials of such requests will be subject to grievance up to and including Step
4 2 only.

6 **Diversity/Inclusion**

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

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

16 The University and the Union will work collaboratively to deliver information
17 concerning career development and promotional opportunities within Cornell's
18 workplace to our minority populations, and that the opportunity to take
19 advantage of these programs be guaranteed to every member of the bargaining
20 unit.

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

27 For the duration of the contract period, the University and the Union will
28 establish a Diversity Advocate Committee. The committee will consist of three
29 (3) members of management, three (3) members of the bargaining unit, a
30 representative of Office of Inclusion and Belonging, and a member of the
31 Cornell community to be jointly selected by the University and the Union. The
32 Committee will meet at least quarterly to uphold the principles outlined in this
33 statement on Diversity. In furtherance of this, the Committee is empowered to
34 review problems in hiring and promotion that depart from the spirit and letter
35 of this statement with a view to making recommendations for their rectification;

1 and is empowered to inventory minority and underrepresented employees to
2 create a list of promotional opportunities. The committee shall provide reports
3 periodically to the Director of Inclusion and Belonging and the Vice President
4 of Human Resources who will review any recommendations and respond in
5 writing.

6 7 **ARTICLE 8** 8 **UNION REPRESENTATION** 9

10 The University recognizes the obligation of the Union to represent employees
11 in the bargaining unit. The Union shall attempt to distribute union
12 responsibilities, paid and unpaid, in an effort to minimize the impact of time
13 away from work. In the event, a manager or supervisor has concerns about an
14 employee's responsibilities under Article 8, managers and supervisors will
15 consult with Human Resources, Staff & Labor Relations and the president or
16 designee of UAW Local 2300 about their concerns.

17
18 **Information Requests:** The parties recognize the University has a legal duty
19 to respond to information requests from the Union. So that the University can
20 promptly respond to these requests, the parties agree that the local union
21 president will either send or be copied on any information request. In addition,
22 the Staff & Labor Relations office will also be copied on any information
23 request to the University.

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 recognize
29 all Union representatives and officers upon official notification to Staff & Labor
30 Relations of their election or appointment.

31
32 Note: For the local union president elected from the bargaining unit as provided
33 by Letter of Understanding B, #10, the terms of Union Business leave are as
34 defined in the parties' Memorandum of Understanding, dated February 13,
35 2019.

1 **Unpaid Union Business Leave:** The University shall grant the Union up to two
2 hundred (200) days annually of unpaid leave for the purpose of conducting
3 Union business. For purposes of this provision, the employee will accrue health
4 and personal leave and vacation benefits for up to ten (10) days of unpaid union
5 business leave. However, this limit shall be waived for ten (10) zone
6 representatives, a list of which shall be provided to Staff & Labor Relations on
7 a quarterly basis. Additionally, this limit shall be waived for all zone
8 representatives during negotiations. Where feasible employees will be excused
9 for such leaves provided that the University is given five (5) working days of
10 advanced notice prior to the date of the leave. The Union will provide Staff &
11 Labor Relations with advance notice of union meetings which could result in
12 significant requests for union business leave.

13
14 Unpaid union business leave includes but is not limited to grievance
15 investigation, reporting and preparing grievances, attendance at union, local and
16 international meetings, attendance at conferences, preparation for negotiations
17 and other union activities.

18
19 **Paid Union Business Leave:** Union officers, stewards or zone representatives
20 attending a meeting with the University, e.g., providing union representation at
21 intake or disciplinary meetings, labor-management meetings, including those
22 identified in Letters of Understanding B and C, in their Union capacity will be
23 compensated at their regular rate of pay. The University will compensate Union
24 representatives and members attending grievance meetings and mediations who
25 are required to address the grievance. For arbitrations, the terms of Article 11
26 shall apply.

27
28 For purposes of negotiating a successor agreement, the University will
29 reimburse up to ten (10) employees for lost work time as a result of negotiating
30 sessions with the University. In the event, the negotiating sessions exceed their
31 scheduled time, employees will be compensated for those additional hours at
32 their regular pay. Employees will be eligible for overtime according to the terms
33 of Article 35, Hours of Work and Overtime. For scheduled negotiation sessions
34 with University, employees designated by the Union as members of the Union
35
36

bargaining team may request alternate work hours under Article 19, Flexible Working Hours. Such requests will not be unreasonably denied.

The University agrees to provide eighty (80) hours of paid union business leave per year for Zone Representatives for joint training opportunities, problem solving and grievance prevention.

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

The Union shall notify the Director of Staff & Labor Relations in writing of its intent, at least one (1) calendar month prior to the expiration of the leave, to either return to work, request an extension of the leave, or terminate the leave.

ARTICLE 9 SENIORITY

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

Probationary Period

New employees shall be considered probationary employees for the first 90 calendar days of employment commencing with the first day of employment. Periods of temporary layoff, disability and workers' compensation shall extend the probationary period accordingly. However, if an employee has worked as a temporary for three (3) consecutive months or more and is subsequently hired without a break in service into a bargaining unit position in the same department with similar job duties, such employee will be subject to a probationary period

1 of thirty (30) calendar days. The University may extend the probationary period
2 for up to an additional ninety (90) calendar days with the written approval of
3 the Union President, or designee. Upon satisfactory completion of the
4 probationary period seniority shall commence, retroactive to the last date of
5 hire. During their probationary period, employees shall have no seniority rights
6 and may be terminated at the sole election of the University and without
7 recourse to the grievance and arbitration provisions of this Agreement. If a new
8 employee was employed as a temporary employee in a bargaining unit position,
9 and there is no break in service between the period of temporary service and
10 regular service, the new employee, upon successful completion of the
11 probationary period, shall be credited for that time served as a temporary
12 employee for the purposes of seniority calculation. Fall break, winter
13 intersession and spring break shall not be considered as a break in service period
14 for seniority purposes.

15
16 Any employee transferred from a position excluded from the bargaining unit
17 shall have no seniority if transferred into the bargaining unit. Such an employee
18 shall be considered a “new hire” for seniority purposes. Employees who transfer
19 out of the bargaining unit to accept a supervisory position or other position not
20 included in the bargaining unit shall have their seniority frozen as of the date of
21 transfer. Should the University desire to return the employee to the bargaining
22 unit, their seniority that accumulated prior to the transfer shall be restored and
23 they will return to any available job to which their seniority entitles them. Any
24 employee on layoff or absent due to work related illness or injury shall continue
25 to accrue seniority.

26
27 Employees hired on the same date shall rank for seniority according to the last
28 four (4) digits of their social security number with the employee having the
29 highest number being given the highest rank.

30 **Loss of Seniority**

31 Continuity of service with the University shall be considered broken and
32 seniority rights shall cease for any of the following reasons.
33
34
35
36

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

29 The University shall provide the Union with a master list of all bargaining unit
30 employees quarterly, showing the name, seniority, date of employment,
31 classification, wage grade and department of each employee.

ARTICLE 10
FILLING JOB VACANCIES

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

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

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

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

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

The parties recognize the potential value of including current employees in the hiring process for professional development and to develop a constructive, mutually respectful working environment. Therefore, at its discretion, the University may include an employee in its hiring process.

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

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 status
6 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 the
13 employee and hiring managers in this process. This provision shall apply to
14 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 position
19 to which the most senior qualified employee applicant may be assigned to on a
20 trial basis. The length of such trial period shall be mutually agreed to by both
21 parties. These opportunities will not be unreasonably denied.

22
23 If the employer believes that the employee, as specifically demonstrated by
24 his/her performance in the position, cannot perform the job duties, then such
25 employee shall be returned to his/her former position from which he/she was
26 transferred. The employee also has the option to return to his/her former
27 position during the trial period.

28
29 The employee will be paid during the trial period in accordance with the
30 provisions outlined below.

31 32 **Promotions, Demotions, Lateral Movements and Reclassifications**

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

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

ARTICLE 11

GRIEVANCE PROCEDURE AND ARBITRATION

1. "Grievance" within the meaning of the Agreement shall be defined as any matter involving the interpretation or application of this Agreement which alleges a violation of the rights of an employee or the Union under the terms of this Agreement.
2. Whenever an employee refuses or fails to initiate a grievance upon occurrence of an alleged violation of the rights of that employee under the terms of this Agreement, the Union may file a grievance in the name of the employee at Step 2 of the Grievance Procedure.
3. When the Union alleges that the University has applied or interpreted the terms of the Agreement so as to allegedly violate employee's rights under the terms of the Agreement, the Union may initiate the grievance at Step 3 of the Grievance Procedure.
4. When a grievance arises from the alleged violation of a provision of this Agreement that specifically provides for the grievance to be initiated at Step 3 of the Grievance Procedure, the grievance will be reduced to writing by the employee or a Union representative and submitted to Staff & Labor Relations.
5. An employee grievant(s) (no more than three (3)) and/or one Union representative participating in the required meetings of the Grievance

1 Procedure, Steps 1 through 4 inclusive, as set forth in Section 13 of this
2 Article, during working hours shall suffer no loss of wages for the time
3 spent in such meetings. Whenever possible grievance meetings shall be
4 scheduled during the grievant's normal working hours, at a mutually
5 convenient time.

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

1 11. Employees who have filed a grievance shall have the right to be present
2 personally at any stage of the Grievance Procedure. However, an employee
3 may waive the right to be present. The employee may be accompanied by
4 a Union representative. Union representatives may assist employees who
5 wish to file grievances. The grievant(s) and Union representative(s) will
6 be permitted a reasonable amount of time, normally not to exceed one-half
7 (1/2) hour without loss of pay, to confer privately immediately prior to any
8 scheduled grievance step meeting.
9

10 12. At each step of the grievance procedure, each party shall present the facts
11 and documents known to the party at the time to support its position on the
12 grievance.
13

14 13. All grievances shall be processed and settled in conformity with the
15 following procedure:
16

17 **Step 1.** All grievances must first be discussed by the employee with his/her
18 immediate supervisor with or without a Union representative present and
19 the grievant or the Union representative must make known to the supervisor
20 that such a discussion is intended as a Step 1 grievance. The supervisor
21 shall respond to the employee and the Union representative when involved,
22 as soon as possible, but no later than three (3) working days from the date
23 the grievance was discussed.
24

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

provided to the employee and the Union representative within five (5) working days after the date of the Step 2 meeting.

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

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

Arbitration

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

The jurisdictional authority of the arbitrator is defined and limited to the determination as to whether there have been violations of the provision or provisions of the Agreement as set forth in the written grievance; the

1 arbitrator shall have no power to add to, subtract from, or modify any of the
2 terms of this Agreement. The decision of the arbitrator shall be based
3 exclusively on evidence presented at the arbitration hearings and shall be
4 final and binding on all involved parties.

5
6 Where the decision of the arbitrator includes an award for back pay, back
7 wages shall be limited to the amount of wages that the employee otherwise
8 would have earned less any unemployment compensation or other
9 additional interim payments or compensation.

10
11 The parties shall bear their own expenses and share in the arbitrator's fee
12 and expenses equally. Each party shall be responsible for the expenses of
13 its witnesses and representatives, except as provided in Section 5 of this
14 Article. Either party may be represented by counsel.

15
16 Except as otherwise provided for in this Agreement, the University may
17 temporarily fill any position pending the resolution of the grievance.

18 19 **Grievance Mediation**

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

30 31 **Grievance Reinstatement**

32 In those instances where the International Union, UAW by either its
33 Executive Board, Public Review Board, or Constitutional Convention
34 Appeals Committee has reviewed the disposition of a grievance and found
35 that such disposition was improperly effected by the Union or a union
36

representative involved, the International Union may inform the University in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred. Grievants may also appeal their grievance disposition as outlined in the UAW Constitution, Article 33. In the event such appeal is upheld, the grievance will be reinstated the same as above. This process must be initiated within forty-five (45) days of the disposition of the original grievance and must be concluded within ninety (90) days thereafter. Grievances may only be appealed once.

ARTICLE 12

DISCIPLINE AND DISCHARGE

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

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

An employee may be disciplined only for cause. Employees have the right to union representation during any meeting that might lead to discipline or during a disciplinary meeting. The University will contact the UAW local president or designee by e-mail or phone no less than one (1) business day prior to issuing discipline for suspension or termination. The University and the Union will continue collaborative efforts in ongoing pilot representation request programs to assist in coordinating appropriate union representation.

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

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

3
4 Situations involving major infractions or offenses shall be exempted from
5 progressive discipline and may subject an employee to discipline, including
6 discharge, regardless of the employee's prior record.

7
8 Management shall use its best efforts in appropriate cases to have a union
9 representative present during an investigatory meeting that could lead to
10 discipline as well as when employees are issued a suspension or discharge.
11 Failure to give advanced notice to the union shall not be an issue in any
12 grievance related to the suspension or discharge. In all cases, however, the
13 union shall receive a copy of the written warning, suspension or discharge via
14 email, fax or US mail to the President of Local 2300 at the Union office, as soon
15 as possible after the issuance to the employee.

16
17 Suspension of a full day or longer shall be served in full day increments unless
18 departmental needs require otherwise.

19
20 Any employee who has been given a written warning or disciplined in any
21 manner or discharged may file a written grievance with or without the
22 assistance of a specified union representative and initiate the grievance at Step
23 2 of the Grievance Procedure. The meeting with the department head shall take
24 place within five working days from the date of the written grievance. Such
25 grievances must be filed within ten working days from the date of the
26 University's action.

27
28 An employee shall sign written disciplinary warnings indicating that he/she has
29 received a copy. Signing does not mean that the employee agrees or disagrees
30 with the written disciplinary warning. If the employee is unable to sign the
31 statement, a union representative for that department shall sign on behalf of the
32 employee. The employee shall have a right to promptly respond in writing to
33 any written discipline. This response will be kept with the written discipline.

1 In imposing discipline on a current charge, the University will not take into
2 account any prior infractions that occurred more than eighteen (18) months
3 prior to the date of the current infraction. Periods of disability and workers'
4 compensation of greater than thirty (30) days shall extend the life of discipline.

5
6 Probationary employees shall be exempt from the provisions of this Article.

7 8 **ARTICLE 13** 9 **HEALTH AND SAFETY**

10
11 The University shall continue to comply with all applicable federal, state and
12 local occupational health and safety laws for the protection of the health and
13 safety of the employee. To this end, all employees shall receive paid health and
14 safety training and orientations for all aspects of their job to perform their jobs
15 safely. This training will include instruction in proper work methods, the use of
16 protective equipment, safe maintenance and the handling of materials and
17 proper operation of equipment, in addition to accident reporting means and
18 protocols. Employees will not be assigned or required to operate equipment
19 until they have received the required training on paid time.

20
21 The University will offer to employees who frequently work in areas where
22 there is an increased exposure to ticks, e.g., Grounds, Botanic Gardens, AES,
23 SCL (Athletics, Facilities) an annual one (1) hour (minimum) paid training on
24 the prevention of tick-borne illnesses, including information about appropriate
25 PPE and the tick bite reporting process. These departments will have tick
26 removal kits available.

27
28 Employees shall comply with safety rules established by the University.

29
30 The University shall continue to supply and require the use of special health
31 and safety equipment (except boots and shoes) without cost, where established
32 by law or where a need is determined by the department, or Environmental
33 Health and Safety.

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

6
7 Up to three (3) bargaining unit employees selected by the local Union President
8 shall participate in the Joint Health & Safety Committee. This committee shall
9 meet periodically but at least quarterly with The Office of Environmental
10 Health & Safety and others the University deems appropriate to discuss relevant
11 health and safety concerns, to share educational information, ongoing and
12 planned safety and training programs information, and to establish joint
13 priorities for future safety and training programs. The agenda shall be set
14 jointly in advance for each meeting, and at least once each year to establish
15 future priorities. These three (3) employees shall suffer no loss of wages for
16 time spent in such meetings or training sessions during working hours. Any
17 alleged health and safety violations shall be reviewed by this committee, or
18 discussed by the Union and the University, prior to involving any outside
19 parties.

20
21 The University shall make reasonable efforts to notify the Union of serious
22 work related accidents or illnesses that have come to the attention of Staff and
23 Labor Relations or Environmental Health and Safety.

24
25 The Union may file alleged violations of this Article at Step 1 of the Grievance
26 Procedure and Arbitration of this Agreement. In addition, the Union and the
27 University shall establish a joint ad hoc committee, three (3) to be designated
28 by each party, to investigate the grievance after it has been filed at Step 3, unless
29 the Union and University mutually agree to waive committee involvement.
30 Should the Committee be unable to recommend an acceptable remedy to the
31 grievance, the grievance shall be heard at Step 3 of the Grievance Procedure.
32 The Union may involve an International Health and Safety Representative who
33 may investigate the matter and/or attend the hearing. If still unresolved, the
34 grievance may be taken to arbitration.

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

3
4 **ARTICLE 14**
5 **LAYOFF AND RECALL**
6

- 7 1. In the event the University should determine that a layoff is necessary, the
8 University shall have the sole discretion to determine the type, number and
9 location of the jobs to be reduced.
10 2. Employees who are indefinitely reduced from full-time to part-time status
11 for more than ninety (90) days in one contract year shall be eligible to opt
12 for layoff and eligible for the provisions of this Article.

13
14 **Indefinite Layoff**

- 15 3. Notice shall be provided in the following manner to employees who have
16 completed the probationary period. A copy of the layoff letter will be sent
17 to the Union.
18
19 a. In cases of less than ten (10) years of service, employees shall receive
20 written notification within a minimum of thirty (30) calendar days (not
21 including accrued vacation time) prior to the effective date of the
22 layoff.
23
24 b. In cases of ten (10) or more years of service, employees shall receive
25 written notification of layoff within a minimum of sixty (60) calendar
26 days (not including accrued vacation time) prior to the date of layoff.
27
28 c. When minimum notification, as described above, is not possible, the
29 employee will receive, in lieu of notice, pay equal to the amount he/she
30 would have received had notice been possible, in addition to any
31 accrued vacation pay.
32
33 d. When employees receive notice of layoff as provided for above,
34 Division of Human Resources will give the employees special
35
36

1 assistance throughout the layoff period in identifying other jobs the
2 employees may be able to perform.

- 3
- 4 4. The about to be laid off seniority employee has the option of replacing
5 probationary employees in any classification or department provided
6 he/she meets the necessary job prerequisites.
- 7
- 8 5. All layoffs shall be initiated at the department level in the following order:
9
- 10 a. Employees shall be laid off in line with their seniority in their wage
11 grade and classification within a department, provided the employee(s)
12 to be laid off does not have specialized knowledge or abilities required
13 in the classification which could not be met by the remaining work
14 force.
- 15
- 16 b. An employee laid off under (a) above may displace the least senior
17 employee in a lower wage grade in the same classification within
18 his/her department, provided the employee who might be displaced
19 does not have specialized knowledge or abilities required in that
20 classification and not possessed by the laid off employee. An
21 employee shall not be required to fill a position with fewer than their
22 present standard hours of work.

23

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

- 26
- 27 c. An employee who is laid off in accordance with (a) and/or (b) of the
28 paragraphs above and whose seniority is greater than another employee
29 at the same grade or in a lower grade may make written application
30 during the 30 days immediately following notice of layoff to the
31 Director of Staff & Labor Relations listing the classifications the
32 employee believes he/she may be able to perform. Such list of
33 classifications shall be considered in the following order:
- 34 • the least senior employee in the classification and grade from which
35 the employee was laid off
- 36

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

NOTE: Under the provision of section c. above:

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

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

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

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

- 1 **6. Return to work in formerly held classifications:** When the work force
2 increases after a layoff, employees shall be entitled to be placed in openings
3 in accordance with their seniority provided they can perform the work.
4 Employees who have not been returned to the highest rated wage grades
5 and classifications worked in prior to layoff shall be returned to those wage
6 grades and classifications as soon as an opening occurs in line with their
7 seniority. Employees who have been placed in other departments or who
8 have been laid off completely from the University must make a written
9 request to initiate these rights to the Director of Staff & Labor Relations.
10 Such rights will expire two (2) years from date of layoff. Employees who
11 have been placed at a lower grade within the department from which they
12 were laid off shall have such rights for three (3) years from date of layoff
13 unless the employee fails to exercise his/her right to return to a known
14 vacancy. Employees are presumed to be aware of positions posted on the
15 Cornell Careers website.
- 17 **7.** Whenever an employee returns from layoff to a different wage grade and
18 classification than the job held prior to layoff, the employee shall be placed
19 in their corresponding pay rate within the grade.
- 21 **8. Benefits During Layoff:** An employee on layoff is entitled to a
22 continuation of certain benefits for up to one year following the effective
23 date of layoff. These benefits are listed in Other Benefits, Article 34, as
24 University Benefits While on Layoff Status.
- 26 **9. Layoff and recall of specified Union representatives and officers:** The
27 Union shall identify sixteen (16) specified Union representatives and four
28 (4) Union officers (Local Union President, Vice President, Financial
29 Secretary/ Treasurer and Recording Secretary) who shall have preferential
30 seniority. Accordingly, they shall be the last employees to be laid off
31 within their respective classifications at their same grades or lower grades.
32 In the event these specified representatives and officers are on layoff, they
33 will be the first to be recalled to any unit position provided they are able to
34 perform the work.

1 It shall be the responsibility of the Union to maintain and update the
2 preferential seniority list and to provide a copy to the Director of Staff &
3 Labor Relations at least semi-annually. Only those employees on the
4 preferential seniority list shall be eligible for its conditions.
5

- 6 **10. Temporary Layoff:** In the event that it is necessary to lay off employees
7 on a temporary basis, not to exceed ninety (90) calendar days, the
8 University shall notify the employees to be affected and the Union.
9 Whenever feasible the University shall provide one week advance written
10 notice for a layoff in excess of thirty (30) days. A copy of the layoff letter
11 will be sent to the Union. Senior employees may request such layoffs.
12 Departments shall have sole discretion in granting such requests. Such
13 requests shall be granted in order of seniority starting with the most senior
14 employee except where specialized knowledge or abilities cannot be met
15 by the remaining work force.
16

- 17 **11. Temporary Employment - Winter Intersession:** The University agrees
18 to make a good faith effort to locate temporary employment and to work
19 with those employees who are not scheduled to work during the winter
20 intersession who notifies the University in writing that they are seeking
21 employment during this period.
22

23 The representatives of the University agree to meet with the Union prior to
24 the winter intersession period to discuss temporary employment
25 opportunities for employees laid off during this period. Both parties
26 recognize that such opportunities will be limited.
27

28 Employees hired to work in a temporary position during winter intersession
29 shall be paid their regular rate of pay, but no more than the maximum of the
30 applicable bargaining unit wage grade.
31

32 Employees laid off during the winter intersession period in the Student and
33 Campus Life and Statler Hotel may use accrued health and personal leave
34 during this period as leave with pay.
35
36

ARTICLE 15 PERSONNEL FILES

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

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

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

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

ARTICLE 16

TOOLS

Employees shall not be required to use their personal hand tools in the performance of their jobs. The University, through the College and/or Department, shall determine the need for, type, number and quality of the hand tool(s) to be used. The University reserves the right to require the use of

1 University provided tools. An employee may use hand tools that are the
2 personal property of the employee if the employee has received supervisory
3 approval.

4
5 An employee who loses a University hand tool through negligence or damages
6 a University hand tool through misuse, other than normal wear, may be subject
7 to discipline.

8
9 The University shall be liable for lost, stolen or damaged hand tools that are the
10 personal property of employees if the employee has received supervisory
11 approval for the use of personal hand tools and the employee exercised
12 reasonable care for those hand tools. In any instance the University's liability
13 for lost, stolen or damaged personal hand tools owned by the employee shall be
14 the amount of their replacement value.

15 16 **ARTICLE 17** 17 **REQUIRED APPAREL**

18
19 The University may establish reasonable rules pertaining to employee dress and
20 may require the wearing of particularized apparel, such as a uniform.

21
22 The University shall provide such required particularized apparel. Employees
23 permitted to wear such clothing off the premises shall be responsible for
24 laundering. Where the employee is not allowed to wear such apparel off the
25 premises, the University shall allow a maximum of five (5) minutes changing
26 time at the beginning and end of each regularly scheduled shift.

27
28 Where employees are required to wash-up, they shall be given a maximum of
29 ten (10) minutes to wash-up and change. Where a work unit has a current
30 practice of an authorized wash-up, such practice shall be continued within the
31 limits set forth in this Article. Extra time may be allotted at the discretion of
32 management.

33
34 The University will provide current replacement value reimbursement for
35 clothing rendered useless through unusual or accidental events on the job. The
36

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

If the department does not provide the required shoes or clothing and if the relevant sub-council references the allowances provided in Article 17, the following annual allowances apply:

Clothing or Shoes	Annual Amount
Slip Resistant Shoes	\$95/yr.
Safety (Steel Toe) Shoes	\$180/yr.
Clothing	\$230/yr.
Dining (Pants)	\$100/yr.

This allowance is payable in the employee's paycheck, is subject to applicable taxes and will be paid on an annual basis as established by the college or unit. Clothing allowances in Facilities and Campus Services (except Building Care) and the College of Agriculture and Life Sciences will be prorated for employees hired in mid-year of the contract period. This pro-rated amount will be retroactive to the date of hire and will be paid as soon as practicable at the end of the employee's probationary period.

Prescription Safety Glasses: A reimbursement of up to five-hundred dollars (\$500) for a period of four (4) years for prescription safety glasses is available for those employees whose position requires safety glasses. The employee must submit appropriate documentation for the purchase of such glasses for reimbursement.

ARTICLE 18
VEHICLE ALLOWANCE

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

Intermittent Use of Motor Vehicle

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

Regular Access to Motor Vehicle

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

Maintenance Mechanics

Maintenance Mechanics other than those departments that have a separate sub-council agreement shall be paid a monthly vehicle use allowance bi-weekly when they are regularly required to use their personal motor vehicle in excess

1 of fifty (50) miles per week in the performance of their work duties. The
2 monthly amount shall be one-hundred-twelve-dollars (\$112) for the remainder
3 of the Agreement. The bi-weekly allowance shall be reduced by one-half (1/2)
4 for each full week not worked within each bi-weekly period.

5
6 In all cases where employees are required to use their personal vehicles, such
7 vehicles will be registered with the University and conform with University
8 vehicle and parking regulations. The University reserves the right to provide
9 and require the use of alternate methods of transportation other than personal
10 vehicles.

11
12 All employees required to use their personal vehicle to drive to and from
13 worksites shall be provided with appropriate permits.

14
15 **ARTICLE 19**
16 **FLEXIBLE WORKING HOURS**

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

24
25 **ARTICLE 20**
26 **MEAL BREAKS AND REST PERIODS**

27
28 **Meal Breaks**

29 Employees who are required to work more than six (6) consecutive hours shall
30 receive one (1) uninterrupted meal break of at least thirty (30) minutes. The
31 meal break shall be taken after the employee has worked a minimum of four (4)
32 hours so long as such break is in accordance with New York State Law. The
33 scheduling and length of the meal break not to exceed one (1) hour shall be
34 determined by the department in accordance with New York State Law. The
35
36

meal break shall be taken on the employee's time and is not included in the standard work week.

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

Rest Periods

All employees working six (6) hours or more consecutive hours will be entitled to thirty (30) minutes of paid rest time during the day. Department heads shall have the authority to establish either one (1) thirty (30) minute rest period, where necessitated by departmental operations, or two (2) fifteen (15) minute rest periods and to determine the scheduling of such period(s). Employees whose breaks are scheduled as two (2) fifteen (15) minute rest periods may request to skip one (1) break and those requests will not be unreasonably denied.

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

Meal and rest periods cannot be accumulated.

ARTICLE 21 CONSULTATION ON WORKING CONDITIONS

Where new or additional equipment affecting employees is required, the University agrees that it will consult the affected employees as early as possible prior to its purchase or rental. Where the University plans major renovation and/or reorganization of the physical plant or where a permanent change is considered in the location of work areas or in work procedures, the University agrees that the affected employees will be consulted as early as possible prior to implementation of those changes. It is understood, consultation refers to the asking of advice or opinion of affected employees in such a manner so they will have a meaningful effect on the decisions made by the University. The

1 employee may grieve the denial of such consultation to Step 3 of the grievance
2 procedure for final disposition by the parties. This article is not arbitrable.
3 Issues affecting health and safety and/or ergonomic considerations in the work
4 place may be brought to the joint health and safety committee.

5 6 **ARTICLE 22** 7 **LEAVE OF ABSENCE WITHOUT PAY** 8

9 **Short-Term Personal Leave**

10 All regular full-time and part-time employees may be eligible for a short-term
11 personal unpaid leave after completion of their probationary period. Short-term
12 personal leaves may be requested for up to ninety (90) calendar days. The
13 employee's position will be held open for the duration of the short-term leave.
14 The request must state the reason for the leave and the length of leave. Seniority
15 will continue to accrue during the leave.

16
17 Requests for short-term personal leaves are granted solely at the discretion of
18 the department. Any request for a short-term personal leave which is denied
19 may be grieved directly to Step 3 of the Grievance Procedure, but shall not be
20 arbitrable.

21 22 **Long-Term Personal Leave**

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

30
31 Eligible employees may be authorized to take a long-term unpaid personal leave
32 for the following reasons:

- 33
- 34 • Government service (elective office)
- 35 • Educational purposes
- 36

- Extended vacation (following five (5) years of University service)
- Sickness and disability
- Settlement of an estate
- Travel to accompany spouse on sabbatical
- Domestic responsibilities
- Other reasons deemed appropriate by the University

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

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

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

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

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

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

3
4 **ARTICLE 23**
5 **VOLUNTEER FIREFIGHTER AND**
6 **EMERGENCY MEDICAL TECHNICIAN LEAVE**
7

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

19
20 If after responding to a medical emergency or fire such employee's service or
21 presence is not required, the employee shall immediately return to the
22 employee's work assignment, provided there is time remaining in the
23 employee's shift.

24
25 In the event that a volunteer firefighter and/or an EMT is required to respond to
26 a working fire or emergency during the eight (8) hours immediately preceding
27 the start of the employee's shift, the employee shall receive paid time off during
28 the upcoming shift equal to the actual time spent in resolving the emergency or
29 fire. In no event shall the employee receive paid time off for any time greater
30 than their shift assignment for that day. After notice to their supervisor, the
31 employee may keep a notification device/phone on their person during the
32 employee's scheduled hours for the purpose of receiving emergency
33 notifications.

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

5
6 The University may designate an employee as exempt from this provision if the
7 nature of the employee's job responsibilities are such that the employee's
8 sudden absence could create hazard or unduly disrupt University business. The
9 University reserves the right to verify any claim or the length of any claim made
10 by an employee under this provision.

11 12 **ARTICLE 24** 13 **INCLEMENT WEATHER** 14

15 Employees required to report to or remain at work when the University has
16 officially announced a delayed opening, a partial closing, or a University
17 closing for inclement weather shall be paid at a rate of time and one-half (1-
18 1/2) their regular rate for the hours worked when the University is closed and
19 shall also receive paid time off for each such hour worked.

20
21 Employees who are not required to report to or remain at work shall be paid at
22 their regular rate for the hours scheduled that day but not worked due to the
23 closing.

24
25 Those employees on approved scheduled vacation or sick leave during such a
26 closing shall be charged leave time, regardless of the weather conditions.

27
28 Employees who are late to work or unable to report to work due to severe
29 weather and travel conditions may charge any such lost time to either accrued
30 personal or vacation leave when the University has remained open, or make up
31 the time within the same workweek at the mutual convenience of the employee
32 and supervisor.

33
34 During the onset of inclement weather, an employee may arrive up to 30
35 minutes late for their regularly scheduled shift and/or request to leave a work
36

1 assignment early due to severe weather and travel conditions. Such requests
2 shall be honored unless it would cause unreasonable hardship for the University
3 and shall not be charged as an unscheduled absence.

4
5 In the event, the University offers an employee the opportunity to stay in or near
6 Ithaca when inclement weather is expected, the University shall provide
7 lodging for the employee. If the University does not provide meals, employees
8 will receive reimbursement using the rates set by the Division of Financial
9 Services for meal reimbursement in Ithaca, NY: Mileage and Per Diem | Cornell
10 University Division of Financial Services

11
12 If a municipality or county announces that motorists are prohibited from driving
13 on all or some of the roads that would be within the employee's normal
14 commute, employees are not expected to violate those requirements in order to
15 come to work. Employees unable to report to work for these reasons will not be
16 charged an unscheduled absence.

17 18 **Public Transportation/Ride Share**

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

26 27 **General Provisions**

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

1 when more than one-half (1/2) day excluding travel time from court remains in
2 his/her workday 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 schedule
6 change. Such requests will be considered on a case-by-case basis in keeping
7 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 policy),
18 domestic partner, child, step-child, or siblings (brother, sister, step/half-brother,
19 step/half-sister). Note: Surrogate parent is anyone whom the employee viewed
20 as their primary caregiver, for example, aunt, uncle, cousin or non-blood related
21 caregiver.

22
23 For the funeral of other relatives or service as a pallbearer, an employee may be
24 released from work with pay for a maximum of one-half (1/2) day for a local
25 funeral, and one (1) day when the employee would have to drive twenty- five
26 (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 States.
9

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

13
14 Requests from military veterans for leave to observe Veterans Day will be
15 granted.
16

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

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

27 Whenever possible, the employee shall provide written documentation to the
28 University at least two (2) weeks in advance of the scheduled training,
29 specifying the reason and duration of the military leave.
30

31 **ARTICLE 31**
32 **HEALTH AND PERSONAL LEAVE**
33

34 Health and Personal Leave permits the employee income continuation when
35 they are not able to work due to their illnesses, need to care for a member of
36

1 their family for illness or other family matters (related to domestic violence,
2 family offenses, sexual offenses, stalking, and human trafficking) as well as
3 attending to personal matters such as personal business that cannot otherwise
4 be accomplished outside of the workday (such as legal or financial
5 appointments, community volunteerism, school conferences, etc.) Family is
6 defined as an employee's child, spouse, domestic partner, parent, sibling,
7 grandparent, or grandchild and the child or parent of an employee's spouse or
8 domestic partner. These provisions meet the requirements of the New York Paid
9 Sick Leave, NY Labor Law § 196-b.

10
11 The University reserves the right to establish attendance standards, to require
12 medical verification of employee illness and to discipline employees for abuse
13 of health and personal leave, including suspension or discharge. The University
14 will engage in discussions with the Union prior to modification of these
15 standards.

16
17 Employees shall accrue health and personal leave as follows:

- 18
19 • Health and Personal Leave accrual is based on the number of straight time
20 hours paid to an employee during a pay period, at the rate of .04615 hours
21 per hour paid. Health and Personal Leave accrual begins immediately
22 upon employment.
- 23
24 • If an employee is on a paid leave (for other than vacation) for more than
25 20 consecutive calendar days, health and personal leave ceases to accrue.
26 With regard to military leave, determination for accrual shall be based on
27 the Military Training Act. The 20 consecutive days are counted from the
28 first day of absence.
- 29
30 • Health and Personal Leave shall not exceed a total of seven hundred
31 twenty (720) hours for an employee regularly scheduled to work forty (40)
32 hours per week. All other accruals shall be prorated based on a forty (40)
33 hour work week.
- 34
35 • Health and Personal Leave cannot be taken before it is accrued.

1 Employees should submit, with as much advance notice as possible, a leave
2 request to their supervisor. In the event of an emergency, the employee's
3 supervisor should be notified as soon as possible.

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

8
9 Upon return to work from Health and Personal Leave greater than five (5) days,
10 the University reserves the right to require the employee to submit proof of the
11 reason for the absence or fitness to return to work. Employees may choose to
12 provide verification to their supervisor, a higher level of departmental
13 supervision, Human Resources or Medical Leaves.

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

19
20 Health and Personal Leave balances are canceled upon termination of the
21 employee's employment and may not be taken as terminal leave. An employee
22 shall not earn or use Health and Personal Leave when the employee is on an
23 unpaid leave from the University.

24 25 **ARTICLE 32** 26 **VACATION** 27

28 Vacation shall accrue for each straight time hour worked, including paid
29 personal leave, health and personal leave, holidays, and vacation, according to
30 the following rates.

Years of Service Completed*	Vacation Factor	Vacation Earned per Year based on 40 hours a week
Less than 10 years	.05769	3 weeks
10 but less than 11 years	.06153	3 weeks plus 1 day
11 but less than 12 years	.06538	3 weeks plus 2 days
12 but less than 13 years	.06923	3 weeks plus 3 days
13 but less than 14 years	.07307	3 weeks plus 4 days
14 years or more	.07692	4 weeks

*Years of Service Completed are the “Years of Service” noted on an employee’s Workday page.

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

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

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

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

4
5 When an employee retires, accrued vacation may be paid in normal payroll
6 amounts and cycles until the current and accrued vacation is exhausted
7 otherwise vacation will be paid in a lump sum. Employees who receive
8 vacation pay following retirement will receive holiday pay for all holidays
9 covered under Article 33, Holidays, of this Agreement which fall within the
10 period.

11
12 Except as provided in Short-Term Disability, vacation time cannot be
13 substituted for sick leave. The supervisor has sole discretion to approve the use
14 of vacation time when employees have exhausted their accrued sick leave.

15
16 Written requests for vacation time off shall be submitted as soon as reasonably
17 possible to the employee's supervisor. The employee shall receive a copy of
18 the approval or rejection within a two (2) week time period. Once approved,
19 the vacation time off cannot be canceled or changed without the agreement of
20 the employee.

21
22 The following procedure applies solely for the purpose of resolving conflicting
23 vacation requests: Employee requests for vacation between October 1 and
24 March 31 shall be submitted in writing before September 23. Requests for the
25 period of April 1 through September 30 shall be submitted before March 23.
26 When multiple vacation requests for the same period are simultaneously
27 received, approvals will be granted by length of seniority, with the highest
28 seniority employee given first preference. Approval or denial of requests shall
29 be returned to the employee no later than March 30 or September 30. All
30 requests for vacation shall be considered by the department in keeping with
31 business needs. An exception to this procedure may be made for an employee
32 who must make a financial commitment to specific vacation plans more than
33 four (4) months in advance of the vacation date. Such requests may be
34 approved or denied based on business needs on a first come first served basis.
35 The employee may be required to demonstrate such financial commitment.

1 An employee's request for vacation may be based on balances that could accrue
2 after the cutoff dates identified above. Any approval of a vacation request will
3 be contingent on the employee having a sufficient vacation balance at the time
4 vacation is used.

5
6 When an employee has accrued vacation leave and dies, the corresponding
7 payment for such shall be paid to the employee's duly appointed legal
8 representative or any relative the University in its discretion may deem
9 appropriate.

10 11 **ARTICLE 33** 12 **HOLIDAYS** 13

14 The University shall observe the holidays listed below for employees covered
15 by this Agreement:

- 16 - Floating Holidays (2)
- 17 - Martin Luther King, Jr.
- 18 - Memorial Day
- 19 - Juneteenth
- 20 - Independence Day
- 21 - Labor Day
- 22 - Thanksgiving Day
- 23 - Friday After Thanksgiving Day
- 24 - Winter Holiday Period

25
26 Each year Division of Human Resources shall announce the specific calendar
27 days on which the holidays shall be observed. Holidays which fall on Saturdays
28 or Sundays shall be designated by the University for observance on a weekday.
29

30 **Holiday Pay**

31 Regular employees who are not scheduled to work on the holiday will be paid
32 for holidays at their regular rate of pay for the employee's standard workday.
33 Standard workday is defined as one-fifth (1/5) of the employee's regular weekly
34 hours. Employees who regularly work less than five (5) days a week will
35
36

1 receive holiday pay based on their standard workweek and workday, e.g., an
2 employee who regularly works 4 days a week, their standard workday is defined
3 as one-fourth (1/4) of the employee's regular weekly hours.
4

5 **Pay For Holiday Work**

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

15 At the discretion of the department, after advanced discussion with the
16 employee, employees may receive holiday pay in lieu of holiday paid leave time
17 off. Only time worked in this option shall be used for overtime purposes.
18

19 **Eligibility**

20 To be eligible to receive holiday pay the employee must work the employee's
21 last scheduled work day prior to and the employee's next scheduled workday
22 after a holiday, unless the employee is able to substantiate, in management's
23 judgment, a reasonable cause for absence.
24

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

31 The mid-year Intersession shall include the winter holiday period (6 working
32 days).
33

34 When departments or dining units are not completely shut down during the mid-
35 year Intersession period and less than the full complement of employees are
36

1 scheduled to work, employees may apply to their immediate supervisor for time
2 off during this period and it will be granted, in keeping with operational needs,
3 in order of seniority. Employees who are on temporary layoff during this period
4 may request any unpaid workdays be charged to personal or vacation leave
5 time.

6
7 Laid off employees shall be eligible to receive holiday pay for all of the holidays
8 in the mid-year Intersession period if they meet one of the following:

- 9
10 1. They are laid off during the five (5) working days immediately prior to the
11 last day of final exams prior to the start of the mid-year Intersession period.
12
13 2. They are laid off during the mid-year Intersession period.
14
15 3. They are recalled from layoff during the mid-year Intersession period.
16
17 4. They are recalled from layoff within five (5) working days of the first day of
18 regular classes following the termination of the mid-year Intersession period.
19

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

22
23 Any employee who is scheduled to work on a holiday and fails to report to work
24 shall forfeit holiday pay and be subject to disciplinary action, unless the
25 employee is able to substantiate a reasonable cause for absence.

26 27 **ARTICLE 34** 28 **OTHER BENEFITS** 29

30 **Endowed Employees**

31 The University and the Union agree that, during the term of this Agreement, the
32 University will automatically extend to endowed employees covered by this
33 Agreement any adjustments made by the University in the current benefit
34 programs listed below in this paragraph which the University might make for
35 employees not covered by a collective bargaining agreement. In the event of
36

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
- Voting
- Inclement Weather
- NY Paid Family Leave
- Spot Recognition Program
- Floating Holidays

Statutory Employees

The University and the Union agree that, during the term of this Agreement, the University will automatically extend to Statutory 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
- New York State Employees Retirement System Benefits
- Tax Deferred Annuity Plan (Voluntary)
- Cornell Children's Tuition Scholarship Plan
- Long-Term Disability Plan (non-vested employees only)
- Workers' Compensation
- Cornell's Short-Term Disability Plan
- Group Health Insurance:
 - The Statewide Plan or Group Health Incorporated
- Employee Tuition and Training Program
- Direct Deposit
- Cornell Break in Service Policy
- Faculty & Staff Assistant Program (FSAP)
- Holidays
- Vacations
- Bereavement Leave
- Family and Medical Leave Act
- Emergency Responder Leave
- University Benefits While on Layoff Status
- Voting
- Inclement Weather
- NY Paid Family Leave
- Spot Recognition Program
- Floating Holidays

ARTICLE 35
HOURS OF WORK AND OVERTIME

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

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

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

Employees will notify their supervisor if they desire a change in schedule within their department. Where feasible, departments will honor seniority in scheduling within job classification for open positions. If management cannot accommodate seniority, management will explain the reasons to the employee and the union, and will work with the employee to avert a similar situation in the future.

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

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

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

5 6 **Shift Differential**

7 Employees who work four (4) or more hours between 6:00 p.m. and 6:00 a.m.
8 shall be paid one dollar and twenty-five (\$1.25) cents per hour for all hours of
9 the shift. Employees who are regularly scheduled to work a shift which includes
10 four (4) or more hours between 6:00 p.m. and 6:00 a.m. shall be paid shift
11 differential for the following paid leave situations: vacation, holiday, health and
12 personal, and bereavement leave.

13 14 **Call-Back Pay**

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

17
18 In the event an employee is called back a second time within eight (8) hours of
19 leaving work, only actual hours worked during the call-back shall be counted
20 toward the calculation of overtime.

21
22 Employees who report to work on a scheduled workday and are sent home due
23 to a scheduling error on the part of management shall be guaranteed either four
24 (4) hours of work or four (4) hours of pay.

25 26 **ARTICLE 36** 27 **WAGES** 28

29 It is the responsibility of management, the Union and the employee to insure
30 the proper placement of employees in the wage step system.

31
32 When an error of placement or a pay rate comes to the attention of management,
33 the error will be corrected. Retroactivity for an overpayment or an
34 underpayment will be limited to the beginning of the fiscal year in which it was
35
36

brought to management's attention, except if the error is brought to management's attention in July, the retroactivity may go back to the prior July.

All employees will be paid in accordance with the wage schedules below for the life of the Agreement.

UAW Wages: July 1, 2024 to June 30, 2028 (Standard Wage Table)

Year 1:

July 1, 2024-June 30, 2025				
Grade	Hire Rate	Job Rate	Legacy Rate	Transition Biweekly Legacy Payment
S02	\$ 21.81	\$ 22.71	\$ 24.41	\$ 173.80
S03	\$ 22.20	\$ 23.13	\$ 25.24	\$ 179.71
S04	\$ 22.81	\$ 23.95	\$ 26.12	\$ 185.97
S05	\$ 23.44	\$ 25.01	\$ 26.94	\$ 191.81
S06	\$ 24.75	\$ 25.93	\$ 28.04	\$ 199.64
S07	\$ 26.09	\$ 27.11	\$ 29.10	\$ 207.19
S08	\$ 27.00	\$ 28.21	\$ 30.31	\$ 215.81
S09	\$ 28.34	\$ 29.49	\$ 31.50	\$ 224.28
S10	\$ 29.68	\$ 30.68	\$ 32.78	\$ 233.39
S11	\$ 30.84	\$ 31.83	\$ 34.15	\$ 243.15
S12	\$ 32.03	\$ 33.08	\$ 35.51	\$ 252.83

Year 2:

July 1, 2025-June 30, 2026				
Grade	Hire Rate	Job Rate	Legacy Rate	Transition Biweekly Legacy Payment
S02	\$ 22.68	\$ 24.41	\$ 24.41	\$ 146.46
S03	\$ 23.09	\$ 24.86	\$ 25.24	\$ 151.44
S04	\$ 23.72	\$ 25.75	\$ 26.12	\$ 156.72
S05	\$ 24.38	\$ 26.01	\$ 26.94	\$ 86.21
S06	\$ 25.74	\$ 26.97	\$ 28.04	\$ 89.73
S07	\$ 27.13	\$ 28.19	\$ 29.10	\$ 93.12
S08	\$ 28.08	\$ 29.34	\$ 30.31	\$ 96.99
S09	\$ 29.47	\$ 30.67	\$ 31.50	\$ 100.80
S10	\$ 30.87	\$ 31.91	\$ 32.78	\$ 104.90
S11	\$ 32.07	\$ 33.10	\$ 34.15	\$ 109.28
S12	\$ 33.31	\$ 34.40	\$ 35.51	\$ 113.63

Year 3

July 1, 2026-June 30, 2027				
Grade	Hire Rate	Job Rate	Legacy Rate	Transition Biweekly Legacy Payment
S02	\$ 23.47	\$ 25.39	\$ 25.39	-
S03	\$ 23.90	\$ 25.85	\$ 25.85	80.77
S04	\$ 24.55	\$ 26.78	\$ 26.78	83.58
S05	\$ 25.23	\$ 27.05	\$ 27.05	86.40
S06	\$ 26.64	\$ 28.05	\$ 28.05	89.60
S07	\$ 28.08	\$ 29.18	\$ 29.18	81.60
S08	\$ 29.06	\$ 30.37	\$ 30.37	84.80
S09	\$ 30.50	\$ 31.74	\$ 31.74	88.00
S10	\$ 31.95	\$ 33.03	\$ 33.03	92.00
S11	\$ 33.19	\$ 34.26	\$ 34.26	96.00
S12	\$ 34.48	\$ 35.60	\$ 35.60	99.20

Year 4:

July 1, 2027-June 30, 2028		
Grade	Hire Rate	Job Rate
S02	\$ 24.23	\$ 26.22
S03	\$ 24.68	\$ 26.69
S04	\$ 25.35	\$ 27.65
S05	\$ 26.05	\$ 27.93
S06	\$ 27.51	\$ 28.96
S07	\$ 28.99	\$ 30.13
S08	\$ 30.00	\$ 31.36
S09	\$ 31.49	\$ 32.77
S10	\$ 32.99	\$ 34.10
S11	\$ 34.27	\$ 35.37
S12	\$ 35.60	\$ 36.76

Hire Rate

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

Job Rate

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

Legacy Rate

All employees currently in the “Prior to 6/30/97 Step 3” will receive the Legacy Rate plus the transition biweekly legacy payments in Years 1, 2 and 3.

Longevity Pay

Current employees reaching the following years of service (as reflected in Workday under “Years of Service”) will receive a one-time longevity pay. Such longevity payment will be paid at the beginning of the pay period following their anniversary date.

Five (5) Years of Service	\$250
Ten (10) Years of Service	\$500
Fifteen (15) Years of Service	\$750
Twenty (20) Years of Service	\$1000
Twenty-five (25) Years of Service and successive five (5) year anniversary (30 years, 35 years, etc.)	\$1250

Training Pay

Any employee who is assigned by their supervisor to train another employee in the same labor grade and job description for more than one (1) working day, will be paid at the next higher labor grade for the time spent training. If the employee is assigned by their supervisor to conduct a similar training for another employee in the same labor grade and job description, they will not be subject to the one (1) day waiting period.

Statler Hotel Wages - Special Classifications

Cornell University and the UAW agree to the following terms regarding Statler Hotel Tipped Service Employees.

Effective July 1, 2024			
Grade	Classification	Hire Rate	Job Rate
S02	Waitperson	\$ 13.96	\$ 14.80
S04	Bartender	\$ 13.96	\$ 14.80

Effective July 1, 2025			
Grade	Classification	Hire Rate	Job Rate
S02	Waitperson	\$ 14.52	\$ 15.39
S04	Bartender	\$ 14.52	\$ 15.39

Effective July 1, 2026			
Grade	Classification	Hire Rate	Job Rate
S02	Waitperson	\$ 15.03	\$ 15.93
S04	Bartender	\$ 15.03	\$ 15.93

Effective July 1, 2027			
Grade	Classification	Hire Rate	Job Rate
S02	Waitperson	\$ 15.52	\$ 16.45
S04	Bartender	\$ 15.52	\$ 16.45

Effective July 1, 2024 the wages in the above chart reflect the contractual general wage increases for the life of the Agreement for the Tipped Service Employees at the Statler Hotel.

All Paid Leave Rates shall be on the corresponding Hire Rate or Job Rate on the Standard Wage Table based upon the employee's seniority.

Tipped Service Employees will receive an annual lump sum payment equal to the difference between the Cornell University Retirement Plan ("CURP") contribution based on their hours worked at their tipped wage and the amount of what their CURP contribution would have been based on those hours paid at their classification on the Standard Wage Table.

ARTICLE 37
COST OF LIVING ALLOWANCE (COLA)

Employees will receive a cost-of-living adjustment (COLA), in addition to the general wage increase for the upcoming fiscal year, if the annual increase in the CPI-W is greater than negotiated wage increase for the prior fiscal year, starting on July 1, 2025. Wage rates will be adjusted, if necessary, as soon as possible following receipt of necessary CPI data for the preceding fiscal year. The parties agree to use the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (for all items, not seasonally adjusted) (United States City Average) published by the Bureau of Labor Statistics (1982-1984=100).

The initial index as of June, 2024 is 308.054. Using this index, if the CPI-W increases more than the wage increase for each fiscal year, a COLA increase will be added to wages the following year based on the following formula: For each 0.140 change in the index exceeding the wage increase for that year, a \$0.01 adjustment will be computed. The CPI-W used for this provision will be reindexed every year based on the general wage increases percentages for each year as contained in Article 36 (8.9%, 4.8%, 3.36%, 3.25%):

COLA Threshold

	COLA Threshold
FY25	335.471
FY26	351.607
FY27	363.421
FY28	375.232

The amount of any COLA in effect at the time shall be included in computing overtime premium, shift premium, vacation payments, HAP, holiday payments, call-in pay, bereavement pay, jury duty pay and short-term military duty pay.

1 The parties agree that the FY28 COLA will be implemented, if applicable, in
2 July 2028 notwithstanding the fact the collective bargaining agreement will
3 expire on June 30, 2028 and will be enforceable, if applicable, via the
4 grievance and arbitration provisions of this agreement after expiration on June
5 30, 2028.

6 7 **ARTICLE 38** 8 **WORK OUT OF GRADE** 9

10 **Temporary Assignments:** Any employee who is assigned by their supervisor
11 to fill in a higher level position on a temporary basis for more than one (1)
12 working day, will be temporarily paid at the corresponding pay rate for that
13 grade. Any employee reassigned to the same position within twelve (12)
14 months of the previous assignment to the upgraded job will not be subject to
15 the one (1) day waiting period.

16
17 **Acting Appointments:** Except when an employee is placed in an acting
18 appointment as a backfill for another employee who is on an approved leave,
19 an employee may be assigned an acting appointment up to six (6) months. The
20 University will notify the Union if an extension is required, up to twelve (12)
21 months (total). The effective day of any pay increase shall be the beginning of
22 the acting appointment. At the end of the acting appointment employees shall
23 return to the grade and salary previously held, plus any adjustments to salary
24 that may have occurred in the meantime. Employees who have filled the acting
25 appointment and apply for the posted position will be given preferential
26 consideration consistent with the requirements of Article 10, Filling Vacancies.

27
28 This provision is not applicable when the job description reflects a fill-in role
29 and the acting appointment is within the scope of such a role.

30
31 This provision is not applicable when an employee is temporarily assigned to
32 work with an employee (not to replace an employee) in a higher grade for the
33 purpose of providing a cross-training and development opportunity. Employees
34 shall not be disciplined for refusing such opportunities.

1 **ARTICLE 39**
2 **SEPARABILITY**

3
4 If any provision or part thereof of this Agreement is found to be invalid or
5 unenforceable by a final decision of a court of law or is in conflict with any
6 applicable federal or state law or regulation, such provision, or part thereof shall
7 be deemed to be deleted from this Agreement. In the event that any provision,
8 or part thereof, of this Agreement is thus rendered inoperative and of no force
9 and effect, the remaining provisions shall, nevertheless, remain in full force and
10 effect.

11
12 **ARTICLE 40**
13 **DURATION OF AGREEMENT**

14
15 This Agreement shall remain in full force and effect until 11:59 p.m., June 30,
16 2028 and, thereafter, shall be renewed from year to year unless any party hereto
17 shall notify the other party, in writing, at least sixty (60) days prior to the
18 termination date of this Agreement of its desire to change or modify in any way
19 or terminate this Agreement. Such written notice shall be sent by registered or
20 certified mail to the other party.

21
22 **ARTICLE 41**
23 **RECLASSIFICATIONS**

24
25 When an employee or group of employees, request a job reclassification review,
26 the employee(s) shall provide in writing the reason for the review to the
27 department. The Union may assist the employee(s) in any stage of this process.
28 The department shall review such request and develop in conjunction with the
29 employee(s) a revised job description if appropriate. Reasonable effort will be
30 made to complete this process within sixty (60) days. The department shall
31 forward the request to the human resources office of the college/unit within two
32 (2) weeks of the completion of the job description. The human resources office
33 of the college/unit will conduct a fair and objective review with the employee's
34 input. The employee(s) shall be notified of the results of the review within six
35 (6) months from the initial request.

1 For positions which are upgraded, the employees' pay shall be retroactive to the
2 beginning of the pay period following receipt of the request by the college/unit
3 human resources office.
4

5 If the employee(s) wishes to appeal the results of the decision the employee(s)
6 may forward an appeal of such decision with written justification directly to
7 Step 3 of the Grievance Procedure, Article 11. It is understood that when an
8 existing job is upgraded or reclassified, the employee(s) holding that position
9 shall remain in that revised position. Reviews may not be requested more than
10 once a year unless job duties or responsibilities have changed.
11

12 **ARTICLE 42**

13 **WORK PRIORITIES**

14

15 When work priorities change significantly, supervisors should discuss these
16 changes with the affected employee (s). If the employee (s) has questions
17 regarding work priorities, the employee (s) is encouraged to discuss those
18 questions with the supervisor. The employee may grieve the denial of such
19 discussion to Step 3 of the grievance procedure for final disposition by the
20 parties. This article is not arbitrable.
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ARTICLE 43
AGREEMENT

This Agreement is entered into this 1st day of July, 2024 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 1st day of July, 2024.

Cornell University

Service and Maintenance
Bargaining Unit

Lauri M. Johnston

Christine Johnson

MDI

Travis Forte

Rich [unclear]

Mark [unclear]

Ronda [unclear]

Cheryl [unclear]

Regina [unclear]

Molly [unclear]

Laura [unclear]

Rob [unclear]

UAW Reg 9

Letter of Understanding B

Cornell University and the UAW agree to the following:

1. **Health Insurance**

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

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

2. **Joint Benefits Education Committee**

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

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

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

Liaison Role

- Become acquainted with Benefits staff and their roles
- Refer employees to appropriate benefits staff
- May attend meetings, upon employee request, with benefits staff to assist in communication
- May attend portion of WTC program, when appropriate, with UAW members in attendance
- May assist employees in completion and processing of forms in conjunction with Benefits staff
- Represent the UAW on the Benefits Advisory Committee and any other joint benefits ventures
- Identify communication needs specific to UAW-represented employees
- Assist in addressing specific needs of employees for benefits education programs
- Serve as a liaison in marketing the importance of attending education and consultation sessions regarding benefits
- The Benefits Liaison shall meet on an as needed basis with the disability case managers to review disability cases and return to work issues. The University agrees to meet with the Union and Benefits Liaison upon request to review extended workers' compensation and disability cases. Based on employment eligibility and business needs, the employee's position may be held open for a reasonable period of time beyond six (6) months. Continuation of benefits will be determined by university policy and applicable law.

Note: The parties agree the sole purpose of the changes to the language of this section during the negotiations of the July 1, 2022 to June 30, 2024 agreement is to clarify that the UAW benefits liaison is a full-time paid position. (See also, section 10, Letter of Understanding B.)

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 mobility.

8
9 The parties agree to jointly identify individuals and jointly educate staff to
10 encourage participation in the Provisional Employment features of Article
11 10, Filling Job Vacancies.

12
13 **5. Parking**

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

22
23 For the term of the agreement, the director of Transportation Services and/
24 or their designee agree to meet up to four (4) times a year with up to three
25 (3) bargaining unit representatives (inclusive of elected representatives) to
26 discuss current parking initiatives, availability, and resources. The agenda
27 for the meeting will be exchanged at least one (1) week before the meeting.
28 Bargaining unit employees who participate in these meetings will be paid
29 for these meetings when the meetings are held during their regular working
30 hours.

31
32 **6. Labor/Management Commitment to Education**

33 The University and the Union agree that training, continuous education,
34 and development of employees is of mutual benefit to the individual and
35 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 labor/management
6 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 the
16 meeting, the parties will attempt to find reasonable alternatives in order to
17 keep work in-house. Management will provide the Union with specific
18 reasons for the contemplation of outsourcing in advance of the meeting.
19 Within five (5) working days of the joint UAW/Management meeting either
20 party may request a federal mediator from the Federal Mediation and
21 Conciliation Service (FMCS) to further assist the parties in discussing the
22 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 inform
28 the Union of the pending decision and the university will meet with the
29 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.

1 **9. Full-Time University Compensated Un-Elected Positions**

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

- 14
15 • The University agrees to fund a full-time peer counselor position.
16
17 • The University agrees to fund a full-time benefits liaison position.

18
19 **10. President's Position**

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

23
24 **11. 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 to
35 Duty, to reflect the following:
36

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

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

12. Quarterly Meetings with Sr. Management

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

13. Job Descriptions

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

14. Establishment and Co-Sponsorship Apprenticeship Program

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

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.

16
17 **15. Department Specific Disciplinary Policies, Work Rules and**
18 **Attendance Policies**

19 The University will provide the union with copies of department specific
20 disciplinary policies, work rules and attendance policies as soon as
21 practicable prior to implementation and/ or if any change is anticipated.

Letter of Understanding C Sub Council Agreements

College of Agriculture and Life Sciences (“CALS”)

**CALS: Agricultural Experiment Station/ Farm Services/ Horticulture/
Poultry Science**

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

To this end, regular employees shall receive the safety shoe and clothing allowances provided in Article 17, Required Apparel, per year after they have successfully completed their probationary period. Staff hired in mid-year shall receive a pro-rated amount.

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

Employees whose positions require prescription safety glasses may, with supervisor approval, submit a request for reimbursement as provided in Article 17, Required Apparel.

- **Scheduling:** Management will continue to work with employees to maintain their scheduling flexibility. When feasible, management will assign schedules that will give employees two (2) consecutive days off and not require employees to work more than seven (7) consecutive days.
- **Shift Differential:** Employees who work seven (7) consecutive days or more, which may, fall outside of the regular pay week of 12:00 a.m.,

Thursday to 11:59 p.m., Wednesday, shall be paid one dollar and twenty-five cents (\$1.25) per hour in addition to their base pay for each hour worked on the seventh (7th) consecutive day thereafter, exclusive of overtime.

CALS: Cornell Botanic Gardens

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

To this end, management will provide each regular employee with five (5) shirts and two (2) hats with the Cornell Botanic Gardens logo or equivalent credit towards Botanic Gardens logo wear, so that they are identifiable to Cornell students, faculty, staff and visitors while at work as well as the clothing and safety shoe allowance provided in Article 17, Required Apparel, each year for the life of the agreement.

Regular employees hired after the date of ratification of this Agreement will receive this allowance once they have successfully completed their probationary period. Staff hired in mid-year of a contract period shall receive a pro-rated amount retroactive to their date of hire as a regular employee.

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

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

Employees whose positions require prescription safety glasses may, with supervisor approval, submit a request for reimbursement as provided in Article 17, Required Apparel.

- **Uniforms:** Cornell Botanic Gardens will contract with the University's preferred uniform supplier to provide vehicle mechanics with the standard package of 5 clean mechanic uniforms per week.
- **Overtime:** The parties agree to use the "Plantations Guidelines for UAW Staff Overtime Opportunities drafted 11/13/15" subject to revisions by the Cornell Botanic Gardens Labor/Management Team.
- If Cornell Botanic Gardens has a need to reduce staff during seasonal employment, employees shall be given a minimum of 14 calendar day notice or pay in lieu of notice.
- University mobile devices, i.e., smartphones, will be provided to employees whose positions regularly require them to work in remote locations, such as the natural areas team, arborist and construction team who want a university smartphone in addition to any personal device. In the event an employee who is not assigned a university smartphone has to work in a remote location, arrangements will be made to provide an appropriate device for the duration of the assignment.

CALS: Dairy Plant

If the required shoes are not provided by the university, regular employees shall receive the safety shoe and slip resistant shoe allowance provided in Article 17, Required Apparel.

CALS: Laboratory of Ornithology

- The University will provide full-time regular custodial employees with five (5) shirts (either short sleeve or long sleeve with the Laboratory of

Ornithology logo, according to employee choice) , one (1) sweatshirt with the Laboratory of Ornithology logo, a winter jacket (every 4 years) and the slip resistant shoe allowance provided in Article 17, Required Apparel, each year for the life of the Agreement.

- The University will provide full-time regular maintenance mechanics and field assistants with five (5) shirts (either short sleeve or long sleeve with the Laboratory of Ornithology logo, according to employee choice) one (1) sweatshirt with the Laboratory of Ornithology logo, a winter jacket (every 4 years) and the clothing and safety shoes allowances provided in Article 17, Required Apparel, each year for the life of the Agreement.
- Employees whose positions require prescription safety glasses may, with supervisor approval, submit a request for reimbursement as provided in Article 17, Required Apparel.

College of Veterinary Medicine

CVM: CU Hospitals for Animals – Staff Coverage Procedures for Equine Farm Animal Hospital and Companion Animal Hospital

Procedures:

1. Staffing Coverage:

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

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

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

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

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

2. Rotation Process:

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

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

ii. Staff members have the right to refuse/decline the request to provide staff coverage.

iii. If the scheduling effort is being done by phone, a no answer or busy signal equates to "not available" and the next staff member on the list will be called. The list will be noted that the attempt to contact was made. The staff member who was not available will be moved to the bottom of the list and contacted the next time the list rotates back to his/her name.

iv. Continue down the list until required staffing is obtained.

v. After required staffing is obtained, the next person on the list becomes the first person called for the next rotation process to cover staffing needs.

vi. Casuals or temporary staff will be contacted only after exhausting all regular staff members on the rotation list.

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

i. The staff member covering the shift will receive overtime pay if the total hours worked during that pay week exceed 40 hours.

CVM: CU Hospital for Animals – Shoe Allowance

- The University will provide full-time regular employees in the Companion Animal Hospital, Janet L. Swanson Wildlife Hospital, and Small Animal Community Practice with the slip resistant shoe allowance provided in Article 17, Required Apparel, each year for the life of the Agreement.
- The University will provide full-time regular employees in the Equine Nemo Farm Animal Hospital with the safety shoe allowance provided in Article 17, Required Apparel, each year for the life of the Agreement.

CVM: Waste Management/Dairy Barn

- If the University does not provide the required clothing, the University will provide full-time regular employees in the waste management facility with the safety shoe and clothing allowances provided in Article 17, Required Apparel, each year for the life of the Agreement.
- If the University does not provide the required clothing, the University will provide full-time regular employees in the teaching dairy barn with the safety shoe and clothing allowances provided in Article 17, Required Apparel, each year for the life of the Agreement.

Facilities and Campus Services (“FCS”)

FCS: Building Care

- At hire, employees will be provided with the following Building Care clothing:
 - Five (5) shirts;
 - One (1) sweatshirt
 - One (1) Winter Jacket (to be replaced every four (4) years).

Employees will receive the slip resistant shoe allowance provided in Article 17, Required Apparel.

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

- The department shall continue to hire temporary employees as one method of filling-in for absent employees. It is in the interest of both parties to fill regular positions in as timely a manner as possible.
- Managers, at their discretion, may authorize individuals to start their shifts at 4:00 a.m., or at other times, as business needs arise on a temporary or seasonal basis.
- As discussed and clarified at sub council meetings, employees will be compensated for function set-up and tear-down duties in keeping with current practice.
- Bulletin boards are provided at all time clocks and the parties agree to jointly monitor the material on the boards. It is agreed that all postings shall be dated to indicate the “life” of such postings and that once the date expires the posting may be removed. If there is a question as to the “life” of a posting, the supervisor and steward shall discuss it prior to its removal.

- 1 • Building Care will provide a clock list to the Union on a semi-annual basis
2 unless otherwise requested by the UAW.
- 3
- 4 • Efforts will be made by the Union to schedule union business leave to
5 straddle the break or lunch period.
- 6
- 7 • The Building Care managers agree to give as much notice as possible to
8 employees who are moved to a different area. Additionally, the department
9 agreed to communicate the reasons for a move to a different area whenever
10 possible. Temporary or lower senior employees, when possible, will
11 typically be first to regularly be assigned to another area. The department
12 will also give consideration to employee requests to remain in an assigned
13 area or be moved to another area. However, Building Care must retain the
14 right to reassign employees to meet the needs of a large service department.
- 15
- 16 • Building Care's current policy is that our more relaxed policy (shorts
17 permitted) is in effect between the May 1st and October 1st. There have and
18 will be occasions of unusually hot weather in the Spring and Fall when there
19 may be exceptions to this policy. Employees may bring shorts to work on
20 days when it is expected to be hot and will be allowed to change into them if
21 Management deems it appropriate. Employees shall not be sent home for an
22 initial violation of the Building Care's dress code unless such violation is of
23 a serious nature.
- 24
- 25 • Building Overtime: Building overtime, other than special assignments and
26 emergency situations, shall be assigned for business efficiency reasons, to
27 the person who is regularly assigned to work the floor where the overtime is
28 available. If that person is unavailable, such assignment shall be rotated by
29 seniority within that building. If additional employees are needed to work
30 the building assignment, the department shall offer the overtime to other
31 employees in that building on a rotating basis by seniority.
- 32
- 33 • **Complex Overtime and Departmental Overtime:** The department has then
34 agreed to create the following overtime assignment lists: one for each
35
36

1 complex and one for the entire department. When overtime work is available
2 within a complex, names will be selected first from the complex list in which
3 overtime is available. If no one is interested the department wide list shall be
4 used. The initial lists shall be developed based on seniority and if you accept
5 overtime, or if you are asked and reject the overtime, your name moves to the
6 bottom of the list. Each manager shall maintain his/her own complex list.
7 The department list shall be maintained centrally. Every six months, all
8 Building Care employees will be asked whether they are willing to work
9 overtime and the lists will be updated accordingly. As new names are added
10 to the lists they shall be slotted in order of seniority into the existing list
11 without disrupting the rotation.

- 12
- 13 • Building Care retains the right to assign lead custodians to overtime
14 assignments only when a lead person is needed, as determined by the
15 department.
- 16
- 17 • It is agreed that for planned overtime projects in a particular complex, the
18 department may post a sign-up sheet at each clock for employees with an
19 interest in the overtime assignment to sign. This is in lieu of the department
20 asking each employee in the complex if they have an interest in the overtime
21 assignment. For overtime assignments in Barton Hall or department-wide,
22 the department will continue to distribute a sign-up list for all employees
23 every six (6) months. Employees who refuse overtime assignments twice, do
24 not show up or are late two (2) times during a six (6) month period will be
25 dropped from the overtime list until the next six (6) month sign up list is
26 distributed.
- 27
- 28 • The department will provide slip resistant boots to those employees who are
29 required to maintain swimming pools, showers, locker rooms and employees
30 required to strip floors. The department will consider recommendations for
31 other types of slip resistant boots.
- 32
- 33 • Employees regularly assigned to the carpet truck will be provided with a
34 safety shoe allowance as per Article 17, Required Apparel.
- 35
- 36

- The parties agree that when an employee is promoted to a lead position if during the first six (6) months of the appointment the University believes that the employee, as specifically demonstrated by his/her performance in the position, cannot perform the job duties, then such employee shall be returned to his/her former position from which he/she was promoted. The employee also has the option to return to his/her former position during this period.

FCS: Emergency Light Testers

- **Personal Vehicle Use Allowance:** All Emergency Light Testers who use their personal vehicles for work related matters shall receive one-hundred-seventy dollars (\$170) bi-weekly for the life of the Agreement.
- **Clothing/ Shoe Allowance:** Full-time employees shall receive a safety shoe allowance and a clothing allowance as provided in Article 17, Required Apparel, each year for the life of the Agreement.
- This allowance is payable in the employee's paycheck, is subject to applicable taxes and will be paid as soon as is practicable after the beginning of the contract year.
- Employees whose positions require prescription safety glasses may, with supervisor approval, submit a request for reimbursement as provided in Article 17, Required Apparel.

FCS: Grounds

Clothing and Shoe Allowance: Full time employees shall receive a safety shoe allowance and a clothing allowance as provided in Article 17, Required Apparel, each year for the life of the contract.

- Employees whose positions require prescription safety glasses may, with supervisor approval, submit a request for reimbursement as provided in Article 17, Required Apparel.
- **Overtime After Eight (8) Hours:** For emergency situations other than snow, employees who are called in after 11:00 P.M prior to a normal workday may choose to do one of the following if they work five (5) or more hours:
 - Work for up to four (4) hours in their next scheduled shift
 - Work for up to four (4) hours in their next scheduled shift and supplement the remaining hours in that shift with personal time or vacation accruals.
 - Leave after the emergency leave is over and use personal leave or vacation accruals to cover the hours remaining in their next scheduled shift.
- Grounds employees who work four (4) or more hours between the hours of 6 PM and 6 AM shall receive the negotiated shift differential as described in Article 35, Hours of Work and Overtime.

FCS: R5 Operations: Respect, Rethink, Reduce, Reuse, Recycle

- **Clothing and Shoe Allowance:** Full time employees shall receive a safety shoe allowance and a clothing allowance as provided in Article 17, Required Apparel, each year for the life of the contract.

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

Employees whose positions require prescription safety glasses may, with supervisor approval, submit a request for reimbursement as provided in Article 17, Required Apparel.

- **Shift Differential:** R5 employees who work four (4) or more hours between the hours of 6 PM and 6 AM shall receive the negotiated shift differential as described in Article 35, Hours of Work and Overtime.

FCS: Transportation and Delivery Services

- For the employees in Transportation and Delivery Services, including Fleet Services (Vehicle Mechanics, Detailers), Red Runner, and the sign mechanics: if the department chooses not to provide required footwear, employees will receive the safety shoe allowance provided in Article 17, Required Apparel. Any required particularized apparel, including suitable outerwear, will be provided by the department.
- Employees who are required to wear safety glasses are eligible for the prescription safety glasses reimbursement benefit in Article 17, Required Apparel.

FCS: Zone and Shift Maintenance Mechanics

- **Personal Vehicle Use Allowance:** All zone and shift maintenance mechanics who use their personal vehicles for work related matters shall receive one-hundred-seventy dollars (\$170) bi-weekly for the life of the Agreement.
- **Clothing/Shoe allowance:** Full time employees shall receive a safety shoe allowance and a clothing allowance as provided in Article 17, Required Apparel, each year for the life of the contract.

- 1 • This allowance is payable in the employee's paycheck, is subject to
2 applicable taxes and will be paid as soon as is practicable after the
3 beginning of each contract year.
4
- 5 • **Shift differential:** all regular scheduled employees who work on
6 weekends (6:00 PM Friday till 6:00 AM Monday) will be paid the
7 following allowance: Employees scheduled to work four or more hours
8 between the hours of 6:00 PM and 6:00 AM will get \$2.00 an hour
9 increase in pay. Any employee who works during the hours of 6:00 AM
10 till 6:00 PM will receive \$1.25 an hour increase. Employees who
11 regularly work a shift from 6:00 AM Monday thru 6:00 PM Friday, which
12 includes four or more hours between the hours of 6:00 PM and 6:00 AM,
13 shall be paid an additional \$1.25 an hour. These differentials will remain
14 in effect for the duration of the agreement. If an employee receives this
15 shift differential, then they will not be eligible for the shift differential
16 which is covered under Article 35 of the contract. Management will
17 entertain suggestions from the Union to change the present method of
18 scheduling shift employees.
19
- 20 • Employees whose positions require prescription safety glasses may, with
21 supervisor approval, submit a request for reimbursement as provided in
22 Article 17, Required Apparel.
23
- 24 • **Overtime Selection Procedure:** Overtime, other than emergency
25 situations, shall be assigned for business efficiency reasons, to the
26 person who is regularly assigned to the work where the overtime is
27 available. If that person is unavailable, such assignment shall be
28 offered to other Maintenance Mechanics within the same zone by grade
29 level, required classification, and seniority.
30
- 31 • **Emergency Call Back:** For emergency situations other than snow,
32 employees who are called in after 11:00 P.M prior to a normal workday,
33 will be paid a minimum of four (4) hours of pay at time and a half.
34
35
36

- In the event an emergency requires the performance of diagnostic or related work by an employee who has left the premises and such work can be performed without return to the premises, the employee shall be compensated at a minimum of one (1) hour pay or actual hours worked.

Johnson School of Business

Statler Hotel

- For the purpose of fostering good communications, quarterly meetings of a small group of bargaining unit employees representing each of the Statler departments with the Hotel School's Director of Human Resources and other invited Statler managers will be held. The UAW will contact the Statler HR office to schedule these meetings. These meetings may include a discussion of health and safety issues of mutual concern for the purpose of ensuring proper training, tools and work habits are employed, and potential hazards are identified and addressed, in order to promote and maintain a safe workplace. A quarterly report of all workers' compensation cases will be provided to the union.
- The Statler will provide ongoing diversity/inclusiveness and health/safety training and programming.
- Subject to availability and non-peak times, Statler Hotel bargaining unit employees may receive a ten percent (10%) discount on guest rooms, banquet functions and dinner/brunch in Banfi's Restaurant. The Statler employee may extend this discount to his/her immediate family (parents and children), but the Statler employee must make the room reservation and be present for the food & beverage functions.
- Employees will receive the slip resistant shoe allowance provided in Article 17, Required Apparel.
- Maintenance mechanics will receive the safety shoe allowance provided in Article 17, Required Apparel.

- Employees whose positions require prescription safety glasses may, with supervisor approval, submit a request for reimbursement as provided in Article 17, Required Apparel.
- Employees who work six or more hours on a scheduled shift are eligible to receive an employee meal. The location and the value of the employee meal is subject to change based on business needs and requirements. Employee meals should be consumed in the Employee Break Room, the Terrace Restaurant or Mac's Café, if space is available. Employees are required to present their staff ID to the cashier. Beverages will be provided in the Employee Break Room free of charge to on-duty employees. This benefit is only available for on-duty employees.

Housekeeping

- Statler Housekeeping room attendants are typically assigned 14 room credits per 8-hour work shift. The following existing suites will count as two room credits: 302, 402, 502, 602, 605, 702, 802 and 902. The following existing suites will count as 1.5 room credits: 309, 409, 509, 609, 709, 809 and 909. If someone calls off work, a room attendant might be assigned 15 room credits. Fewer rooms are assigned to room attendants who have rooms on the 3rd or 4th floor or who have to travel two or more floors to complete their rooms; or, they are assigned less "checkouts" and more "stay-overs". Room attendants who are assigned and complete more than 14 room credits up to Statler Standards without assistance in an 8-hour work shift will be paid an additional ten dollars (\$10) per room credit for each room credit over 14.
- If a room attendant is assigned 14 room credits or 15 room credits (if someone is called off) for the day, a room should be considered serviced for the day after the room attendant has cleaned and punched it in one time on that day, regardless of status (checkouts or stayovers.)
- Scheduling Housekeeping work, by nature is variable based on fluctuating business volume. Housekeeping staff are required to work a schedule

subject to change, including days, nights, weekends, holidays and split days off. Where feasible, management will assign schedules that will give employees two (2) consecutive days off and not require employees to work more than five (5) consecutive days. Where this does not occur, management will consider employee requests to voluntarily accept extra workdays.

- When bargaining unit employees must be called in on a day that they had not been scheduled to work, the supervisor shall start with the senior-most employee in the job title/grade without a full work week, proceeding through the list in order of seniority. If all employees have been scheduled for five shifts, overtime shall be offered starting with the most senior employee.
- Compensation for Waitstaff and Bellpersons will be determined during the larger contract negotiations.

Other

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

Student and Campus Life (“SCL”)

Cornell Dining

Summer Scheduling: Cornell Dining experiences shutdowns and reduced service during the summer period that may affect employee schedules.

The University recognizes the Union’s concern and are equally committed to preserving 12-month positions as much as possible.

The University agrees to discuss issues at the regularly scheduled joint Labor/Management meetings. Additionally, prior to beginning the summer scheduling process for the upcoming summer, and no later than December 15th of that fiscal year, the University agrees to review the process and discuss any need for lay-offs with the Union.

Summer Scheduling Procedure in Dining: Any employee may request to have the summer off. These requests will be honored respecting specified deadlines and seniority. Any additional requests outside required deadlines will be reviewed on a case-by-case basis.

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

Step 2: Dining will offer all remaining available schedules to employees by position/grade within their home unit respecting seniority.

Step 3: Dining will offer all remaining available schedules to the remainder of employees by position/grade in dining respecting seniority.

When a schedule opening occurs after being selected in the step process above, Dining agrees to offer that opening only to summer-in-unit staff based on position/grade respecting seniority.

1 Temporary employment in Department of Building Care, Residential
2 Services: Referral to Residential Services for temporary summer employment
3 will be offered within the scheduling procedure above. Employees will be
4 offered schedules in this area respecting seniority and based on their availability
5 for work.

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

14
15 **If Summer Layoff is Necessary:**

16 Employees whose services are not required during the summer intersession will
17 be laid off in line with their seniority within their work unit provided the
18 remaining employees are able to perform the work.

19
20 Employees may request a summer layoff which will be honored with respect to
21 seniority.

22 Employees who desire to work in a temporary position at the University during
23 this period must make that desire known, in writing, using a form that Dining
24 provides to each employee during the summer scheduling process. Dining, SCL
25 HR and the University's Talent and Recruitment office shall match laid off
26 employees to available assignments considering seniority, current
27 classification/grade and the ability to perform the work. The University will
28 make every effort to locate temporary employment for those affected
29 employees. Employees hired to work in a temporary position shall be paid their
30 regular rate of pay, but no more than the maximum of the applicable bargaining
31 unit wage grade. Both parties recognize that such opportunities may be limited.

1 Employees working in a temporary position at the University during this period,
2 who have available vacation and health and personal leave hours and who
3 request and are granted time off with pay, will be paid at their regular rate of
4 pay.

5 Employees who are in temporary positions who are not required to work on a
6 holiday will be paid at the rate of pay the employee is receiving in the temporary
7 position. Benefits listed in Articles 31 and 34 will continue to accrue during
8 temporary employment.
9

10 If needed, employees will be recalled to work in their regular work unit and
11 classification in line with seniority, provided the employees are available for
12 work at the time of the need and are able to perform the work. In order to be
13 recalled, employees who have requested vacation during unscheduled work
14 periods must inform their departments of their availability for work.

15 Employees who are hired to work in temporary positions are working in non-
16 bargaining unit positions as defined in Article I, Recognition.
17

18 Early Release for Other Employment: Dining will consider employee requests
19 for early release from their home unit to accept other temporary employment
20 on a case-by-case basis.
21

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

26 • **Meal Benefit:** Employees working at least six (6) consecutive hours
27 are granted a free meal to be consumed during the thirty (30) minute
28 unpaid break. Employees must scan their Cornell ID card at a cashier
29 station to account for their meal. Employees are expected to take their
30 meal break in their scheduled unit whenever possible, with exceptions for
31 closures and dietary needs.
32

33 • **Seniority Based Assignments - Article 35:** Throughout the year,
34 when there is a vacancy in Cornell Dining, it will be posted internally for
35 Cornell Dining employees to view and express interest through applying.
36

Selections for these lateral transfers will be awarded to employees in good standing by position/grade with respect to in-unit status and seniority. The remaining vacant schedule, due to a lateral transfer, will then be offered to in-unit employees respecting position/grade and seniority.

- Joint Labor/Management meetings will be used to review and discuss the lateral transfer process including currently held temporary or agency employee positions (in accordance with the timing and procedure established by Dining after the conclusion of this process). It is recognized that there may be exceptions based on explained business needs and/or to prevent detriment to Dining's operations.

Student and Campus Life Clothing and Footwear: The Union and representative of the Department of Campus Life shall meet to discuss footwear for campus life employees. If the department chooses not to provide required footwear or required particularized clothing, Student and Campus Life employees in the departments identified below will receive either the shoe allowance and/or clothing allowances provided in Article 17, Required Apparel.

Dining

Employees will be provided with uniform shirts, hats and aprons.
Dining employees (other than Material Handlers) will receive:

- Slip Resistant Shoe allowance (Article 17)
- Dining Pants allowance (Article 17)

Material handlers will be provided with uniform shirts, jacket and receive:

- Safety Shoe allowance (Article 17)
- Dining Pants allowance (Article 17)

Departments with Required Footwear (Slip Resistant Shoes) (Article 17)

Conference and Event Services; Custodial Crew

Departments with Required Footwear (Safety Shoes) (Article 17)

Oxley (all titles in Oxley)

SCL Facilities

Retail Services (Print Shop and Warehouse)

Departments with Clothing Allowance under Article 17

Oxley (all titles)

Departments with Required Clothing provided by SCL

Athletics & Physical Education (except Oxley)

Conference and Event Services; Custodial Crew

SCL Facilities (Dining & Athletic): At hire, employees will be provided with the following:

- o Five (5) shirts

- o One (1) Sweatshirt

- o On an annual basis, employees in SCL Facilities may receive two (2) replacement shirts.

SCL Athletics Facilities only:

- o One (1) Winter Jacket (to be replaced every four (4) years)

- o One (1) Rain Gear set to include coat/pants (to be replaced every year)

APPENDIX A
CLASSIFICATIONS

Animal Attendant

Animal Science, CARE, CU Hospital for Animals, Animal Resources,
Athletics (Student & Campus Life), Oxley (Student & Campus Life)

Baker

Dining (Student & Campus Life), Statler Hotel and Conference Center

Bellperson

Statler Hotel and Conference Center

Boat Rigger

Athletics (Student & Campus Life)

Clinic Aide

CU Hospital for Animals

Cook

Dining (Student & Campus Life), College of Arts & Sciences, ILR Conference
Center, Statler Hotel and Conference Center

Cook, Short Order

Dining (Student & Campus Life), Statler Hotel and Conference Center

Crew Leader

Grounds, Cornell Botanic Gardens, Facilities (Student & Campus Life)

Custodian

FCS, Conference & Event Services (Student & Campus Life), Laboratory of
Ornithology, Johnson College of Business, Statler Hotel and Conference Center

1 Custodian, Head

2 FCS, Conference & Event Services (Student & Campus Life), Johnson College
3 of Business, Statler Hotel and Conference Center

5 Delivery Driver

6 Conference & Event Services (Student & Campus Life), Dining (Student &
7 Campus Life), Retail Services (Student & Campus Life), FCS (Transportation
8 & Mail Services), Food Science, Laboratory of Ornithology

10 Dish Machine Operator

11 Dining (Student & Campus Life), Statler Hotel and Conference Center

13 Digital Copy Operator

14 Retail Services (Student & Campus Life)

16 Dispatcher

17 FCS

19 Equipment Operator

20 Grounds (FCS), RMSS - Biosafety Program

22 Field Assistant

23 Cornell Botanic Gardens, CU Agriculture Experiment Station, Farm Services,
24 Horticulture, Laboratory of Ornithology

26 Food Service Worker

27 Dining (Student & Campus Life), ILR Conference Center, Statler Hotel and
28 Conference Center, College of Arts & Sciences

30 Gardener

31 Cornell Botanic Gardens, Grounds (FCS)

33 Greenhouse Grower

34 CU Agriculture Experiment Station

1 Greenhouse Grower, Head

2 CU Agriculture Experiment Station

4 Grounds Worker

5 Facilities (Student & Campus Life), Golf Course (Student & Campus Life),

6 Grounds (FCS)

8 Laboratory Attendant

9 Molecular Biology & Genetics, Vet Biomedical Sciences, Baker Institute for

10 Animal Health, Vet Molecular Medicine

12 Maintenance Mechanic

13 Athletics (Student & Campus Life), Johnson College of Business, Cornell

14 Botanic Gardens, Facilities (Student & Campus Life), FCS, Laboratory of

15 Ornithology, Transportation & Mail Services (FCS), Baker Institute for Animal

16 Health

18 Material Handler

19 Athletics (Student & Campus Life), CALS AG Facilities, Dining (Student &

20 Campus Life), Johnson College of Business, CU Hospital for Animals,

21 Recycling Operations – R5 (FCS), Retail Services (Student & Campus Life),

22 University Press, Vet Facilities Services

24 Milk Plant Worker

25 Food Science (CALS)

27 Orchard Worker, Head

28 Horticulture (CALS)

30 Print Machine Operator

31 Retail Services (Student & Campus Life)

33 Vehicle Mechanic

34 CU Agriculture Experiment Station (CALS), Grounds (FCS), Cornell Botanic

35 Gardens, Transportation & Mail Services (FCS)

1 Waitperson
2 Statler Hotel and Conference Center
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APPENDIX B
GRADE LEVELS AND CLASSIFICATIONS

SO02

Bellperson
Custodian
Dish Machine Operator
Food Service Worker
Laboratory Attendant
Waitperson

SO03

Clinic Aide
Custodian
Food Service Worker
Laboratory Attendant
Emergency Light Tester

SO04

Animal Attendant
Baker
Cook
Cook, Short Order
Custodian
Custodian, Head
Delivery Driver
Food Service Worker
Grounds Worker
Laboratory Attendant
Material Handler

SO05

Animal Attendant
Custodian, Head
Delivery Driver

1 Greenhouse Grower
2 Grounds Worker
3 Laboratory Attendant
4 Maintenance Mechanic
5 Material Handler
6 Vehicle Mechanic
7
8 SO06
9 Animal Attendant
10 Baker
11 Cook
12 Custodian, Head
13 Equipment Operator
14 Field Assistant
15 Food Service Worker
16 Gardener
17 Maintenance Mechanic
18 Material Handler
19 Print Machine Operator
20
21 SO07
22 Animal Attendant
23 Cook
24 Dispatcher
25 Field Assistant
26 Gardener
27 Greenhouse Grower
28 Grounds Worker
29 Maintenance Mechanic
30 Material Handler
31 Milk Plant Worker
32
33
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- 1 SO08
- 2 Animal Attendant
- 3 Baker
- 4 Cook
- 5 Digital Copy Operator
- 6 Equipment Operator
- 7 Field Assistant
- 8 Gardener
- 9 Greenhouse Grower, Head
- 10 Maintenance Mechanic
- 11
- 12 SO09
- 13 Boat Rigger
- 14 Equipment Operator
- 15 Gardener
- 16 Maintenance Mechanic
- 17 Material Handler
- 18 Milk Plant Worker
- 19 Orchard Worker, Head
- 20 Print Machine Operator
- 21 Vehicle Mechanic
- 22
- 23 SO10
- 24 Crew Leader
- 25 Equipment Operator
- 26 Field Assistant
- 27 Gardener
- 28 Greenhouse Grower, Head
- 29 Maintenance Mechanic
- 30 Material Handler
- 31 Orchard Worker, Head
- 32 Vehicle Mechanic
- 33
- 34
- 35
- 36

- 1 SO11
- 2 Crew Leader
- 3 Gardener
- 4 Maintenance Mechanic
- 5 Print Machine Operator
- 6 Vehicle Mechanic
- 7
- 8 SO12
- 9 Crew Leader
- 10 Sr. Maintenance Mechanic
- 11
- 12
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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

