



AGREEMENT BETWEEN
CORNELL UNIVERSITY
NEW YORK STATE SCHOOL OF INDUSTRIAL
AND LABOR RELATIONS,
NEW YORK CITY OFFICE,
AND
THE COMMUNICATION WORKERS OF AMERICA,
AFL/CIO
FOR NON-EXEMPT UNIT
80 PINE STREET, NEW YORK, NY 10005
APRIL 1, 2023 – MARCH 31, 2026

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ARTICLE 1
RECOGNITION

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2
3
4 This is an Agreement between Cornell University New York State School of
5 Industrial and Labor Relations, Extension Division, New York City Office, (herein,
6 “Employer”) and the Communication Workers of America, (AFL/CIO), 80 Pine
7 Street, New York, NY 10005 (herein, “Union”).
8

9 The Employer recognizes the Union as sole and exclusive collective bargaining
10 agent with respect to hours, wages, and other terms and conditions of employment
11 of all regular full-time, regular part-time, support staff employees, administrative
12 aides, and reproduction employees employed by the Employer at the New York State
13 School of Industrial and Labor Relations, Extension Division, New York City Office
14 as certified by the National Labor Relations Board by case 2-RC- 21877. Full-time
15 employees shall be those defined as regularly scheduled to work a minimum of thirty-
16 five (35) hours per week. Part-time employees shall be those defined as regularly
17 scheduled to work twenty (20) hours per week but less than thirty-five (35) hours per
18 week. Excluded are all temporary, student and other employees, guards, professional
19 employees and supervisors as defined in the act.
20

21 A “temporary employee” is one who is hired to fill a vacated permanent position on
22 a temporary basis, who is hired for a special project or to replace a unit employee
23 who is on vacation or any contractual leave of absence provided herein and shall be
24 administered as followed:
25

26 (i) Temporary employee filling a vacated permanent position on a temporary basis:
27 A temporary employee shall continue employment with the university for a
28 period of up to six (6) months and is so informed at the time of hire. The
29 university shall fill that position on a permanent basis as per Article 10, Filling
30 Job Vacancies, within a six (6) month period.
31

32 (ii) Hired for a special project:
33 When a temporary employee is hired for a special project the term of
34 employment will start and end with the term of the special project.
35

36 (iii) To replace a unit employee who is on vacation or on a contractual leave of
37 absence provided herein:
38 The university shall have the right to move the temporary employee from
39 position to position without a break of service. The university shall notify the
40 union and the shop steward in writing whenever it hires or extends the hire of a
41 temporary employee.
42

1 The six (6) month period referred to in (i) above, may be extended at the option of
2 the university upon advance notice in writing to the union and the shop steward for
3 the entire length of any contractual leave and the employee shall still be considered a
4 temporary employee. A temporary employee, as defined above, shall be covered by
5 the terms and conditions of this agreement during the extended period of temporary
6 employment.

7
8 Upon the return of the temporarily replaced unit employee or the expiration of the
9 temporary employment, the university may either terminate the temporary employee
10 or retain the temporary employee in a unit classification subject to Article 10, Filling
11 Job Vacancies. In the event the employee is retained, he/she shall be covered by
12 the terms of this agreement in the same manner as all newly hired regular full-time
13 employees including that such employees must successfully complete the mandatory
14 probationary period which shall begin on the date of the employee's designation as a
15 regular full-time employee.

16
17 Bargaining unit employees who are immediately able to satisfactorily perform the
18 available work shall be offered available overtime hours before such overtime hours
19 are either outsourced or made available to the temporary employees who are then
20 working.

21
22 **ARTICLE 2**
23 **TERMS OF AGREEMENT**
24

25 This Agreement constitutes the full, complete and final understanding and agreement
26 of the parties for the duration hereof. The parties voluntarily and unqualifiedly waive
27 the right, and each agrees that the other shall not be obligated, to bargain collectively
28 with respect to any subject or matter whether or not referred to or covered in this
29 Agreement, even though such subject matter may or may not have been within the
30 knowledge or contemplation of either or both parties at the time that this Agreement
31 was negotiated or signed. The execution of this Agreement shall not result in any
32 abridgment of the rights retained by the University pursuant to Article 3.

33
34 It is agreed by and between the parties that any provision of this Agreement which
35 is subject to funding by the State of New York shall not become effective until
36 appropriate approval by the State.

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38
39
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ARTICLE 3
MANAGEMENT RIGHTS

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

1. determine the mission, purposes, objectives, policies, and programs of the institution;
2. determine the facilities, methods, standards, and means of operation, and number and qualifications of personnel required for the conduct of its program;
3. determine and/or alter work schedules, hours of employment, and the duties, responsibilities, and assignments of employees with respect hereto;
4. recruit, hire, approve, train, retain, evaluate, transfer, promote, demote, layoff and recall employees;
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 subcontracting may eliminate unit jobs; and, no employee who is employed as of the date of the ratification of our April 1, 2023 – March 31, 2026 agreement shall be laid off as a result of subcontracting during the term of the aforesaid Agreement.
9. change existing, or introduce new equipment, operations, methods, processes, means or facilities as determined to be in the best interest of the University.

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

6
7 **ARTICLE 4**
8 **UNION SECURITY**
9

10 Each employee who is member of the Union on the effective date of this Agreement
11 shall, as a condition of employment, remain a member. Each employee who is not a
12 member as a condition of employment, shall, no later than thirty (30) days after his/
13 her employment or the effective date of this Agreement, whichever is later, become
14 and remain a member of the Union. On written notice from a duly authorized union
15 official that an employee who has been employed more than thirty (30) days has
16 failed to tender the periodic dues and initiation fees uniformly required as a condition
17 of acquiring and retaining membership in the union, the employer will discharge
18 such employee within fourteen (14) days after receipt of such notice unless within
19 such fourteen (14) days, such employee's failure to tender such dues and initiation
20 fees is cured.

21
22 **ARTICLE 5**
23 **DUES CHECKOFF**
24

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

30
31 With each remittance, the employer will provide the Union with a list of names of
32 employees and the dates and amounts of deductions made for each employee. The
33 University shall remit the Dues Checkoff check to the Union within seven (7) days of
34 the last payroll date of the month.

35
36 In the event that an employee who has authorized payroll deductions for dues,
37 falls into arrears for one (1) month's dues or less as a result of an unpaid leave
38 of absence or layoff, the University shall deduct that amount, in addition to usual
39 dues deductions, from the employee's paycheck within one (1) month following
40 the Union's notification to the University of the employee's name, social security
41 number, the amount of dues owed and the period for which they are owed. Further,
42

1 the Union is required to send notice to the employee via first class mail that the Union
2 has requested that the University take this deduction. The Union shall indemnify the
3 University against any and all claims, demands, suits, or other forms of liability that
4 may arise out of action taken or not taken by the University at the Union's request for
5 the purpose of complying with any of the above provisions.

6
7 **ARTICLE 6**
8 **NO STRIKE GUARANTEE**
9

10 There will be no strike, work stoppage, work interruption, slow down, sympathy
11 strike, picketing or boycott by the Union or any employee during the life of this
12 Agreement.

13
14 In the event of any such action or interference, and on notice from the University, the
15 Union without any delay shall take whatever affirmative action is necessary to prevent
16 and bring about the termination of such action or interference. Such affirmative
17 action shall include immediate disavowal and refusal to recognize any such action
18 or interference and the Union immediately shall instruct any and all employees to
19 cease their misconduct and inform them that their misconduct is a violation of the
20 Agreement subjecting them to disciplinary action.

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

24
25 **ARTICLE 7**
26 **FAIR EMPLOYMENT PRACTICES**
27

28 The University and the Union recognize their mutual obligations that the provisions
29 of this Agreement be applied to all employees covered by this Agreement without
30 regard to race, creed, color, religion, age, sex, sexual orientation, citizenship status,
31 union activity, marital status, disability, national origin, Vietnam era veteran or
32 disabled veteran status. Any employee claiming he/she was discriminated against
33 based upon one (1) of the above-noted protected categories may file a grievance at
34 Step 2 of the Grievance Procedure, Article 11 of the Agreement.

35
36 The University and Union recognize their mutual obligations under the various
37 Affirmative Action and Equal Employment Opportunity statutes and regulations,
38 labor laws and federal, state and local laws.

39
40
41
42

ARTICLE 8
UNION STATUS AND RIGHTS

1
2
3 Stewards

4 The Union will the notify Employer in writing of the elected officers and stewards
5 (and their alternates in case of the absence of any union representative authorized to
6 administer this Agreement on behalf of the union), and the Employer shall recognize
7 no others.

8
9 Access

10 An authorized non-employee Union representative shall have reasonable access to
11 Employer's premises to ascertain whether conditions of this Agreement are being
12 observed, provided there is no interruption of service or the Employer's activities.
13 As a courtesy the Union shall notify management of any visit.

14
15 All employees shall have the right to review their personal employee records once
16 a year upon one (1) week's prior written request for records maintained in the New
17 York City office and one (1) month's prior written request for records maintained in
18 Ithaca, New York.

19
20 Administration

21 For purposes of conducting union business (e.g., Steward meetings, pre-grievance
22 investigations, etc.) during working hours, the University will grant union steward(s)
23 and or other bargaining unit members a reasonable amount of unpaid union business
24 leave. Where feasible, employees will be excused for such leaves provided that the
25 University is given two (2) work days advance notice prior to the date of the leave.
26 When the Union and the University jointly collaborate on projects, presentations,
27 investigations, etc., which further both labor and management initiatives, employees
28 shall sustain no loss of pay when time spent on such initiatives cuts across normal
29 working hours.

30
31 The University will grant two (2) union stewards or their designee three (3) days of
32 paid union business leave within the fiscal year (July 1 – June 30) upon one (1) weeks
33 advance written notice.

34
35 Bulletin Board

36 A suitable bulletin board or bulletin board space shall be provided at the employer's
37 premises for the Unions use.

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

Every new employee will be on probation for a period of ninety (90) calendar days. During that probationary period the new employee shall have no seniority and may be discharged at the employer's will. Periods of temporary layoff, disability and workers' compensation shall extend the probationary period accordingly. The University may extend the probation period for an additional thirty (30) days with the approval of a Union official. Upon satisfactory completion of the probationary period seniority shall commence, retroactive to the last date of hire. During their probationary period, employees shall have no seniority rights and may be terminated at the sole election of the University and without recourse to the grievance and arbitration provisions of this Agreement.

Any employee transferred from a position excluded from the bargaining unit shall have no seniority if transferred into the bargaining unit. Such an employee shall be considered a "new hire" for seniority purposes. Employees who transfer out of the bargaining unit to accept a supervisory position or other regular position not included in the bargaining unit shall have their seniority frozen as of the date of transfer.

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

Layoff

Employees in the affected pay bands shall have the option of displacing an employee in his/her pay band or a lower pay band if he/she has seniority. Any employee exercising the option of displacing an employee in a lower pay band shall maintain their current salary and be entitled to contractual increases.

- a. The University shall layoff employees in the inverse order of seniority. However, if an employee in the pay band whose seniority would otherwise cause his/her layoff cannot be replaced by an employee in the same pay band who is qualified to serve as a replacement with only reasonable training, not to exceed twenty (20) working days, the next less senior employee will be laid off.
- b. In the event of recall, the University shall recall by order of seniority. Senior employees will be recalled first and so on.

1 Severance

2 Employees who are laid off under the provisions of the Layoff section of this Article,
3 will have an option, exercisable in writing within five (5) business days of receipt
4 of written notice of layoff, to elect instead of displacement (i.e. bumping) and recall
5 rights to receive severance pay at the rate of one (1) week of pay per year of seniority
6 service, not to exceed 24 weeks. Severance pay is calculated at the rate of the
7 employee's regular base pay at the time of written notification of layoff, and would
8 be issued in a lump sum payment.

9
10 NOTE: If an employee has been laid off previously and received severance pay for
11 prior seniority service, and then rehired and subsequently laid off, he or she will not
12 receive severance pay for the same period of seniority service.

13
14 NOTE: The purpose of severance pay is to provide some financial assistance to
15 employees to help them deal with the initial difficulties that may result from the
16 loss of employment. It is not intended to be recognition of years of service with
17 the University. Therefore, employees who accept a regular position with Cornell
18 University that will begin within two weeks of their effective date of layoff are not
19 eligible for severance pay as provided above.

20
21 Loss of Seniority
22 All seniority rights and all other rights under this Agreement shall be lost if the
23 following occurs:

- 24
25 1. The employee resigns employment.
26
27 2. The employee is discharged for cause.
28
29 3. The employee retires from Cornell University.
30
31 4. The employee is absent from active employment for one (1) year.
32
33 5. The employee is absent from work for three consecutive working days without
34 directly notifying the supervisor or the departmental administrator, by phone or
35 email in keeping with departmental procedures and provided the failure to notify
36 is not due to circumstances beyond the control of the employee.
37
38 6. The employee fails to return to work for three consecutive working days, provid-
39 ed the failure to return to work is not due to circumstances beyond the control of
40 the employee, after:
41
42

- 1 - the expiration of an approved leave of absence,
- 2 - recall from layoff,
- 3 - the expiration of vacation,
- 4 - or disciplinary suspension,
- 5 - expiration of disability or workers' compensation status

6
7 Regular Employees Hired for a Specific Term (Term Employees)
8

- 9 1. Term employees will not acquire rights until the job/position is made regular.
- 10 2. Term employees made regular shall have their seniority date made retroactive to
11 the date of the commencement of their term appointment.
- 12 3. Term appointees shall not have any displacement rights over regular employees
13 unless and until they obtain regular status.

14
15 **ARTICLE 10**
16 **FILLING JOB VACANCIES**
17

18 The university will post job openings which may occur in the bargaining unit at the
19 ILR Extension Office in New York City in accordance with the following procedure:
20

- 21 1. The University will post via e-mail all job vacancies which occur in the bargain-
22 ing unit including the job description and grade while concurrently advertising
23 the position externally. The University will limit consideration to internal
24 candidates for a minimum of five (5) working days before considering external
25 applicants.
- 26 2. Special effort will be made to contact employees who are absent during the
27 posting period to notify them of the job vacancy. Employees who are absent for
28 the duration of the posting period and who return to work within fifteen (15)
29 calendar days of the initial posting, shall have five (5) days working from their
30 date of return to apply for the position.
- 31 3. The job opening shall be filled by regular members of the bargaining unit by se-
32 niority provided the employee has the recognized skill and ability to immediately
33 perform the job, or will be able to perform the job after a reasonable amount of
34 training, not to exceed twenty (20) working days.
- 35 4. The University will provide the union with a list of all bargaining unit members,
36 their titles and pay grades annually. The union shall provide the University a list
37 of shop stewards annually.
- 38 5. The university agrees to provide unit members who are not offered a job for
39 which they have applied a general written explanation of why they were not
40 selected. A copy will also be provided to a unit shop steward.

ARTICLE 11
GRIEVANCE PROCEDURE AND ARBITRATION

- 1
2
3
4 1. “Grievance” within the meaning of the Agreement shall be defined as any matter
5 involving the interpretation or application of this Agreement, which alleges
6 a violation of the rights of an employee, or the Union under the terms of this
7 Agreement.
8
- 9 2. An employee grievant and/or one Union representative participating in the
10 required meetings of the Grievance Procedure, Steps I through 4 inclusive, as
11 set forth in this Article, during working hours shall suffer no loss of wages for
12 the time spent in such meetings. Whenever possible grievance meetings shall be
13 scheduled during the grievant’s normal working hours, at a mutually convenient
14 time.
15
- 16 3. In no instance shall a grievance be filed after ten (10) working days for discipline
17 and thirty (30) working days for other grievances from the date of its occurrence
18 or reoccurrence. Any grievance not processed at each level within the number
19 of working days specified herein shall be regarded as settled on the basis of the
20 University’s most recent answer. If the University should fail to observe the
21 time limits in a specific step, the grievance may be appealed to the next step or
22 the Union may wait for the University’s response. “Working Day” within the
23 meaning of this Article shall be defined as Monday through Friday, excluding all
24 paid holidays.
25
- 26 4. Settlements through Step 2 of the Grievance Procedure shall not establish a
27 precedent or practice for either party. The Union or the University may withdraw
28 a grievance at any step without prejudice or precedence.
29
- 30 5. Initial steps and time limits in the Grievance Procedure may be waived by writ-
31 ten mutual agreement of both the University and a Union representative.
32
- 33 6. No employee shall be discriminated against for participating in the Grievance
34 Procedure.
35
- 36 7. Where an employee’s presence as a witness is required during the adjustment of
37 a grievance or during arbitration, the University shall excuse that employee from
38 work. Neither party, however, shall be responsible for the expense of witnesses
39 called by the other, including lost work time. Witnesses called by mutual agree-
40 ment in advance of the witness appearance shall not lose pay.
41
42

1 8. At each step of the grievance procedure, each party shall present the facts and
2 documents known to the party at the time to support its position on the grievance.
3
4

5 All matters coming under this Article may first be discussed between the aggrieved
6 employee, a unit shop steward and his/her supervisor. If a resolution is reached it
7 shall not establish a precedent or practice for either party.
8

9 All grievances shall be processed and settled in conformity with the following
10 procedure:
11

12 Step 1. The aggrieved employee and his/her steward will write out the grievance
13 indicating the nature of the grievance, the facts upon which it is based, the
14 contractual provisions that the grievant believes has been violated, and the
15 remedy sought. The grievance shall be heard by the grievant's supervisor who
16 shall render his/her answer in writing within ten (10) working days from the
17 date the grievance was discussed. Such discussion shall take place within ten
18 (10) working days of the submission of the grievance. In the event a satisfactory
19 settlement is arrived at, the parties will execute the appropriate grievance
20 forms. In the event no satisfactory settlement is arrived at, the procedure will
21 then go to Step 2.
22

23 Step 2: If the immediate supervisor's written response does not resolve the
24 grievance and the union chooses to pursue the matter further, the immediate
25 supervisor's answer shall be appealed within ten working days to the Assistant
26 Dean for Human Resources or his/her designee. The Assistant Dean for Human
27 Resources or his/her designee shall within twenty (20) working days from
28 the date the grievance is appealed, meet and discuss the grievance with the
29 employee, the steward and a union representative. A written answer to the
30 grievance shall be provided to the employee and the union representative within
31 fifteen (15) working days of the step 2 meeting.
32

33 Step 3: If the grievance has not been satisfactorily resolved, the union, within
34 ten (10) working days of receipt of the step two answer may appeal the
35 grievance to the Director of Labor Relations. The union's representative, and
36 the Assistant Dean for Human Resources for the School of ILR or the Director
37 of Labor Relations will consult with each other within twenty (20) working
38 days of receipt of the Step 2 response in an effort to resolve the grievance. The
39 employer will provide a Step 3 answer within ten (10) working days following
40 the step 3 consultation.
41
42

1 Grievance Mediation

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

12
13 Step 4 - Election to Arbitrate. If the grievance remains unresolved after the
14 Step 3 answer from the University, the designated Union Representative may
15 appeal the grievance to arbitration within forty-five (45) days from the Step 3
16 answer by written notice to the American Arbitration Association requesting
17 that agency to provide panels from which the arbitrator shall be selected.

18
19 The jurisdictional authority of the arbitrator is defined and limited to the
20 determination as to whether there have been violations of the provision or
21 provisions of the Agreement as set forth in the written grievance; the arbitrator
22 shall have no power to add to, subtract from, or modify any of the terms of
23 this Agreement. The decision of the arbitrator shall be based exclusively on
24 evidence presented at the arbitration hearings and shall be final and binding on
25 all involved parties.

26
27 Where the decision of the arbitrator includes an award for back pay, back wages
28 shall be limited to the amount of wages that the employee otherwise would
29 have earned less any unemployment compensation or other additional interim
30 payments or compensation.

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

35
36 Except as otherwise provided for in this Agreement, the University may temporarily
37 fill any position pending the resolution of the grievance.

38
39 Grievances involving suspension or discharge may be submitted directly to Step 2 if
40 mutually agreed upon. In order to be timely filed, such grievance must be submitted
41 in writing to the Assistant Dean for Human Resources within thirty (30) calendar
42 days.

1 The time periods and limits provided in this Article shall not include Saturdays,
2 Sundays or contractual holidays. Such time periods may be extended only by mutual
3 agreement of the university and the union. In the absence of such agreement, the time
4 limits shall be mandatory.

5
6 It is agreed that the use of the grievance procedure set forth herein shall be mandatory
7 and shall be regarded as the sole and exclusive machinery for the adjustment of
8 claims or grievances. The union may not at any time resort to economic action in
9 support of grievances while they are being processed or thereafter.

10

11 All grievance forms shall be printed and supplied by the union.

12

13

14 **ARTICLE 12** 15 **DISCIPLINE AND DISCHARGE**

15

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

19

20 The University and the Union recognize the sensitive nature of the disciplinary
21 process and to that end, will strive whenever possible, to handle all disciplinary
22 matters in a private setting with relevant personnel only.

23

24 An employee may be disciplined only for cause. Employees have the right to
25 union representation during any meeting that might lead to discipline or during a
26 disciplinary meeting.

27

28 The university agrees to honor the employees' Weingarten rights including:

29

- 30 a. notifying the employee if a discussion may lead to disciplinary action;
- 31 b. stopping all discussion with an employee when the university or employee
32 determines that the discussion may lead to discipline of the employee, in order
33 to provide the employee with the opportunity to meet with and have the shop
34 steward or other union representative present before continuing the discussion;
- 35 c. violations of (a) and (b) above shall be subject to Article 11, Grievance Proce-
36 dure and Arbitration in this Agreement.

37

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

40

41 Referral to the Employee Assistance Program (EAP) is not a required step of the
42 disciplinary procedure.

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

4
5 Management shall in appropriate cases give the Union advanced notice of suspensions
6 and discharges. Failure to give notice shall not be an issue in any grievance relating
7 to the suspension or discharge.

8
9 Probationary employees shall be exempt from the provisions of this Article.

10
11 **ARTICLE 13**
12 **FLEXIBLE WORKING HOURS**

13
14 The University shall consider employee requests for flexible working arrangements.
15 NYC ILR Outreach shall review such requests based upon the office's business needs
16 and ability to achieve workplace goals.

17 .
18 **ARTICLE 14**
19 **LEAVE OF ABSENCE WITHOUT PAY**

20
21 Short-Term Position Leave

22 All regular full-time and part-time employees may be eligible for a short-term
23 position unpaid leave after completion of their probationary period. Short-term
24 position leaves may be requested for up to six (6) months. The employee's position
25 will be held open for the duration of the short-term leave. The request must state the
26 reason for the leave and the length of leave.

27
28 Requests for short-term position leaves are granted solely at the discretion of the
29 NYSSILR, New York City Office. Any request for a short-term position leave which
30 is denied may be grieved directly to Step 3 of the Grievance Procedure, but shall not
31 be arbitrable.

32
33 Long-Term Personal Leave

34 All regular full-time and part-time employees with at least one year of continuous
35 service prior to the date of leave are eligible for a long-term personal unpaid leave of
36 up to a maximum length of one year. The employee's position will not be held open,
37 and there shall be no guarantee of re-employment. However, employees on unpaid
38 long-term leaves of absence may use their seniority to apply for vacant bargaining
39 unit positions in keeping with Article 10.

1 Eligible employees may be authorized to take a long-term unpaid personal leave for
2 the following reasons:

3

- 4 • Government service (elective office)
- 5 • Educational purposes
- 6 • Extended vacation (following five (5) years of University service)
- 7 • Sickness and disability
- 8 • Settlement of an estate
- 9 • Travel to accompany spouse on sabbatical
- 10 • Domestic responsibilities
- 11 • Other reasons deemed appropriate by the University

12

13 The employee is required to submit a written request for a long-term unpaid personal
14 leave through the Assistant Dean for Human Resources stating the reason for the
15 leave and length of leave. The request for a long-term unpaid personal leave must be
16 made at least two (2) weeks in advance of the first day of leave. Whenever employees
17 exhaust their Short-Term Disability Plan benefits and application for Long-Term
18 Disability Plan benefits is still pending, the employee shall be automatically placed
19 on a Long-Term Personal Leave for the interim period up to a maximum of one (1)
20 year.

21

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

25

26 Requests for unpaid long-term personal leave are granted entirely at the discretion
27 of Office of Human Resources. Denials shall not be unreasonable but shall not be
28 grievable.

29

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

31

32 Accrued vacation must be exhausted before a long term unpaid personal leave begins.
33 An employee shall not be eligible for health and personal leave or disability benefits
34 while on an approved unpaid leave. Health and personal leave and vacation will
35 not accrue while an employee is on unpaid leave. If the employee returns to active
36 employment at the University within the limits specified by the unpaid leave of
37 absence agreement, health and personal leave shall be restored to its former level.

38

39 Acceptance of any employment inconsistent with the unpaid leave will result in
40 termination.

41

42

ARTICLE 18
VACATION

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

Employees are entitled to earn vacation under the following schedule:

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

Paid vacation accrual begins on the date of last hire. 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.

Each year, as of December 31, leave balances that exceed the maximum will be automatically adjusted to the appropriate maximum.

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.

Upon termination, including retirement, an employee shall have a right to receive payment for all unused vacation time up to a maximum of 30 days, provided the employee has completed at least one year of continuous service. The payment will be made in a lump sum in the pay period following the last day of employment.

The University will work with employees who have more than 30 days of vacation to schedule those vacation days in excess of 30 prior to the employee's last day at the University. In addition, employees will receive holiday pay for all holidays covered under Article 20 of this Agreement which fall within this period before the employee's last day at the University.

1
2 Except as provided in Short-Term Disability, vacation time cannot be substituted for
3 sick leave. The supervisor has sole discretion to approve the use of vacation time
4 when employees have exhausted their accrued sick leave.

5
6 Written requests for vacation time off shall be submitted as soon as reasonably
7 possible to the employee's supervisor. The employee shall receive a copy of the
8 approval or rejection within a reasonable period of time. Once approved, the vacation
9 time off cannot be canceled or changed without the agreement of the employee.

10
11 When an employee has accrued vacation leave and dies, the corresponding payment
12 for such shall be paid to the employee's beneficiaries or estate.

13
14 **ARTICLE 19**
15 **HOLIDAYS**

16
17 Number and Identity

18 There will be thirteen (13) holidays. These include New Year's Day, Martin Luther
19 King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving
20 Day, the day after Thanksgiving, Christmas Day and recess days between Christmas
21 and New Year's day.

22 In addition, there are two floating paid holidays which the employee shall select in
23 January of each year. The floating holidays will be chosen among the following
24 days: Indigenous People's (Columbus) Day, Good Friday, Veteran's Day, Lincoln's
25 Birthday and President's Day, Yom Kippur, Rosh Hashanah, Eid al Fitr or Eid ul
26 Adha. Effective January 2024, employees will choose their floating holidays for
27 the calendar year by January 31. Changes to the requested floating holidays will only
28 be made after January 31 with the approval of the unit director and administrative
29 director. Employees hired after January 1 will have their floating holidays pro-rated
30 for the calendar year.

31
32 Each year Office of Human Resources shall announce the specific calendar days on
33 which the holidays shall be observed. Holidays which fall on Saturdays or Sundays
34 shall be designated by the University for observance on a weekday.

35
36 Holiday Pay

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

39
40 Regular part-time employees will receive prorated pay at their usual rate, provided
41 the holiday falls on a regularly scheduled work-day.

1 Pay For Holiday Work

2
3 Employees who are required to work on a University holiday will receive pay at two-
4 and-one-half times their normal rate for hours actually worked on that holiday. The
5 employee will receive regular pay for the balance of the hours, if any, not worked on
6 the holiday.

7
8 Although university holidays are designated Monday through Friday, when July 4,
9 December 25 and/ or January 1 fall on a Saturday or Sunday, employees required
10 to work will be paid one-and-one-half times their regular rate of pay for all hours
11 worked on any of these dates.

12
13 Eligibility

14 To be eligible to receive holiday pay the employee must work the employee's last
15 scheduled work day prior to and the employee's next scheduled workday after a
16 holiday, unless the employee is able to substantiate, in management's sole judgment,
17 a reasonable cause for absence.

18
19 For each holiday period the employee must work the last scheduled workday prior
20 to each holiday period and the next scheduled workday after each holiday period.
21 Failure to do so shall disqualify the employee for pay for one holiday in the holiday
22 period, unless the employee is able to substantiate, in management's judgment, a
23 reasonable cause for absence.

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

28

29

ARTICLE 20
OTHER BENEFITS

30

31

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

38

- 39 • Group Life Insurance
- 40 • Accidental Death and Dismemberment Plan
- 41 • New York State Employees Retirement System Benefits

42

- 1 • Tax Deferred Annuity Plan (Voluntary)
- 2 • Cornell Children's Tuition Scholarship Plan
- 3 • Long-Term Disability Plan (non-vested employees only)
- 4 • Workers' Compensation
- 5 • Cornell's Short-Term Disability Plan
- 6 • Group Health Insurance:
 - 7 The Statewide Plan or Group Health Incorporated
- 8 • Employee Tuition and Training Program
- 9 • Direct Deposit
- 10 • Cornell Break in Service Policy
- 11 • Employee Assistance Program (EAP)
- 12 • Family and Medical Leave Act
- 13 • Vacation
- 14 • Inclement Weather
- 15 • Health and Personal Leave

16
17 **ARTICLE 21**
18 **HOURS OF WORK AND OVERTIME**

19
20 The University reserves the right to determine and/or amend daily hours of work,
21 weekly work schedules and pay days.

22
23 While the University will make every effort to accommodate an employee's request
24 to be excused, the University reserves the right to require employees to work overtime
25 or report on their scheduled hours or days off.

26
27 When feasible departments shall give employees at least one (1) week notice prior to
28 weekly work schedule changes or long-term changes in work location.

29
30 Irrespective of the days worked or the number of hours worked in any one day,
31 employees shall be paid for all hours worked in excess of forty (40) hours in any given
32 work week at one and one-half times their regular rate of pay. All hours paid in the
33 work-week as defined below shall be counted for the purpose of computing overtime
34 in any work week. There shall be no pyramiding of overtime and/or premium pay.

35
36 Other than during emergency situations, seniority shall be respected when scheduling
37 overtime provided the employee can do the available work.

38
39 The work-week begins at 12:00 a.m. Thursday and ends at 11:59 p.m. Wednesday.
40 Nothing contained in this Agreement shall be construed as a guarantee of hours of
41 work per day or per week or as a limitation on the right of the University to require
42 overtime.

1 Any indefinite transfer to another ILR Extension Office shall require thirty (30) days
2 advance written notice to the employee, shop steward and the union.

3
4 An employee who is required or authorized to work on a Saturday or Sunday who
5 is not regularly scheduled to work on a Saturday or Sunday, shall be paid at the rate
6 of time and one-half (1 ½) their regular rate for the hours worked on the Saturday
7 or Sunday.

8
9 Unless regularly scheduled to work, an employee who is required to work past 9pm at
10 the request of their supervisor will be entitled to take a taxi or ride share (e.g., Uber,
11 Lyft) to their home (within 50 miles.)

12
13 Shift Differential

14 Employees who are regularly scheduled to work a shift which ends after 7:00pm
15 shall be paid one dollar and twenty-five cents (\$1.25) per hour for all hours worked in
16 that scheduled shift. Such shift differential shall be paid for the following paid leave
17 situations: vacation, holiday, sick, personal, family health care, and bereavement
18 leave.

19
20 Any other employee who is temporarily assigned to such a shift shall receive a wage
21 adjustment of 10% of the employee's basic hourly rate payable for all hours worked
22 in that shift.

23
24 Call-Back Pay

25 Employees required to return to work after leaving the University's premises
26 following their work shift shall be paid a minimum of four (4) hours at rate of one
27 and one half (1 ½) times their regular rate of pay.

28
29 **ARTICLE 22**
30 **WAGES**

31
32 Hire Rate

33 All new employees in the bargaining unit shall be paid at the Hire Rate. Employees
34 will move from the Hire Rate to the Job Rate upon completion of two (2) years of
35 service.

36
37 Job Rate

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

1 Effective on the date set forth below, employees shall receive the following increases
2 to their base rates of pay:

3

4		C03		C04		C05	
5	Effective						
6	Date	Hire	Job	Hire	Job	Hire	Job
7	4/1/2023	\$28.95	\$30.63	\$32.83	\$34.72	\$37.55	\$38.96
8	4/1/2024	\$30.18	\$31.93	\$34.22	\$36.20	\$39.15	\$40.61
9	4/1/2025	\$31.09	\$32.89	\$35.25	\$37.29	\$40.32	\$41.83

10

11 Employees in the unit as of the date of ratification of the 2023-2026 contract will
12 receive a ratification bonus of \$1500 (gross).

13

14 Longevity Pay

15 Current employees who reach their anniversary date as outlined below will receive a
16 one-time longevity payment, which shall be applied to their base pay. Such longevity
17 payment will be paid at the beginning of the pay period following their anniversary
18 date. No employee shall receive more than one longevity adjustment during the life
19 of this Agreement.

20

21	Five (5) Years of Service	\$700.00
22	Ten (10) Years of Service	\$950.00
23	Fifteen (15) Years of Service	\$1200.00
24	Twenty (20) Years of Service	\$1450.00
25	Twenty-Five (25) Years of Service	\$1700.00

26

27 After twenty-five (25) years of service, and each fifth (5th) year of service following
28 the twenty-fifth (25th) year, employees will receive the 25th year longevity.

29

30

ARTICLE 23 SEPARABILITY

31

32

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

39

40

41

42

1 **ARTICLE 24**
2 **TEMPORARY ASSIGNMENTS**
3

4 When an employee is temporarily assigned to a higher pay band or position inside
5 the bargaining unit and performs substantially all of the duties of such position for a
6 period of more than five (5) working days, and where the employee's salary is below
7 the Job Rate to which the employee is temporarily assigned, the employee's salary
8 shall be raised to the higher pay band Job Rate beginning the sixth (6th) work day.
9

10 When an employee is temporarily assigned to a higher pay band or position outside
11 of the bargaining unit and performs substantially all of the duties of such position for
12 a period of more than five (5) working days, the employee shall receive a differential
13 wage payment equal to 10% of the employee's own Hire Rate or Job Rate beginning
14 the sixth (6th) work day. If an employee is temporarily assigned to assume 50% of
15 the duties of a higher pay band or position outside of the bargaining unit for a period
16 of more than five (5) working days, the employee shall receive a differential wage
17 payment equal to 5% of the employee's own Hire Rate or Job Rate beginning with
18 the sixth (6th) working day.
19

20 **ARTICLE 25**
21 **TECHNOLOGICAL/ORGANIZATIONAL CHANGES**
22

23 The university will notify the union in writing at least three (3) months in advance of
24 planned technological changes that may affect employees represented by the union.
25 Meetings regarding such planned changes will be held as soon thereafter as can be
26 mutually arranged. At such meetings, the university will advise the union of its plans
27 with respect to the introduction of such changes and will familiarize the union with
28 the progress being made. Although the university is required to notify the union at
29 least three (3) months in advance of the introduction of any planned technological
30 changes, it will make a good faith effort to advise the union as soon as it decides
31 to introduce such changes in order to give the union the opportunity to discuss the
32 impact of these changes upon the bargaining unit.
33

34 The University will notify the Union in writing at least thirty (30) days in advance of
35 a planned organizational change that displaces or combines or creates or eliminated a
36 position within the bargaining unit. Such notification will include:

- 37 A. Nature of the change.
- 38 B. Departments involved and job titles of affected employees.
- 39 C. Anticipation date of the change.
- 40 D. A summary description of the location of the automation and the effects on
41 personnel to the extent known, as well as the reasons for the change.
42

ARTICLE 30
RECLASSIFICATIONS

1
2
3
4 When an employee submits a job reclassification request, the employee shall
5 complete and submit a Position Classification Review Request Form to the Assistant
6 Dean for Human Resources. The Union may assist the employee in any stage of this
7 process. The Assistant Dean for Human Resources shall consider such request and
8 develop in conjunction with the employee an updated and accurate job description
9 if appropriate. Reasonable effort will be made to complete this process within thirty
10 (30) calendar days.

11
12 The Assistant Dean for Human Resources shall then forward the request to the
13 college human resources office. The college human resources office will conduct
14 a fair and objective review. Employee and supervisor input shall be sought when
15 appropriate. The college human resources office will make a reasonable effort to
16 complete the review and notify the employee and supervisor of the results within
17 thirty (30) calendar days. The college human resources office may extend the review
18 for up to an additional thirty (30) calendar days if necessary to make comparisons or
19 gain input from outside the department and college.

20
21 If the employee wishes to appeal the results of the decision, the employee may
22 forward an appeal of the decision with written justification directly to Step 3 of the
23 Grievance Procedure. This Article is not Arbitrable. It is understood that when an
24 existing job is upgraded or reclassified, the employee holding that position shall
25 remain in that revised position. Reclassification reviews may not be requested more
26 than once per year unless job duties or responsibilities have materially changed.

27
28 If the employee's position is upgraded, they will receive retroactive pay back to the
29 beginning of the pay period following receipt of the request by the college human
30 resources office.

31
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Letters of Understanding

- 1
2
3 1. Employees employed in the unit before April 1, 2018 shall receive the following
4 allowance separate from their regular wage and payable over 26 paychecks :

5 Effective 04/01/2023: \$4,800

6 Effective 04/01/2024: \$4,800

7 Effective 04/01/2025: \$4,800
8

9 Paragraphs 2 – 4 below will be extended for the life of the contract; paragraph 5 is
10 new as part of the 2023-2026 contract.
11

- 12 2. Employees who successfully complete accredited course work through the
13 CUNY system shall be reimbursed at the CUNY tuition rate up to 12 credits per
14 calendar year.
15

- 16 3. Cornell University shall continue in effect the Neutrality Agreement signed and
17 dated May 27, 1999.
18

- 19 4. Joint Labor-Management Committee: The parties agree to the formation of a
20 joint labor-management committee consisting of two members of the union, and
21 two members from management from the Metropolitan office. The committee
22 will meet at least quarterly with the intent to improve communications, problem
23 solve, and openly discuss issues of concern to both parties. An agenda will be set
24 prior to each meeting. Guests may be invited depending on topics of the agenda.
25 The outcome of each meeting will be publicly communicated to all employees in
26 the Metropolitan office.
27

- 28 5. Safety and health is a mutual concern of the Company and the Union. It benefits
29 all parties to have employees work in safety and healthful environments and for
30 employees to perform their work safely and in the interests of their own health.
31 The Company agrees to maintain a safe and healthy workplace for all employ-
32 ees. It is also necessary to promote a better understanding and acceptance of the
33 principles of safety and health on the part of all employees, in order to provide
34 for their own safety and health and that of their fellow employees, customers and
35 the general public.
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Appendix: List of CWA Unit Job Titles

- 1
- 2
- 3
- 4 CWA Job Title
- 5 Accounts Rep C03
- 6 Accounts Rep C04
- 7 Administrative Assistant C03
- 8 Administrative Assistant C04
- 9 Administrative Assistant C05
- 10 Building Coordinator C03
- 11 Building Coordinator C04
- 12 Building Coordinator C05
- 13 Event/Conference Coord C04
- 14 IT Support Assistant C05
- 15 Media Assistant C03
- 16 Research Aide C04
- 17 Program Assistant II C05
- 18
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