



AGREEMENT BETWEEN

CORNELL UNIVERSITY

AND

THE CORNELL POLICE UNION

JULY 1, 2025 - JUNE 30, 2029

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ARTICLE 1

PURPOSE AND INTENT

This agreement is between Cornell University, hereinafter referred to as the University, and the Cornell Police Union, hereinafter referred to as the Union. It is agreed by the University and the Union that the purpose of this agreement is to promote harmonious labor relations between the University and the Union; assure efficient, economical and uninterrupted operations; establish fair wages, hours and working conditions of employment; to establish equitable and peaceful procedures for the resolution of differences and to set forth the entire agreement between the University, the Union and employees in the Cornell University Police Department.

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

ARTICLE 2

RECOGNITION

The University recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment of all employees in the bargaining unit as certified by the National Labor Relations Board, Case No. 3-RC-8324. The unit shall consist of all regular full-time and regular part-time* Security Guards, including Patrol Officers, Investigators, Community Engagement Officers, Security Officers (currently referred to as “Public Safety Ambassadors,”), and Telecommunicators in Cornell University Division of Public Safety at the main campus in Ithaca, New York; excluding all office, clerical, professional and technical employees, lieutenants, sergeants, other supervisors, students and other temporary employees and all other employees.

In the event, the University determines to re-establish job titles (or positions with the same or similar job duties) listed in the recognition clause and not currently in use, the parties agree to open the contract to address the wages, terms and conditions of employment for those titles. At the time the contract is open, the no-strike clause will not be in effect.

*Regular part-time shall be defined as any employee identified in this Article as included in the unit who regularly works more than twenty (20) hours but less than thirty-seven (37) hours per week.

ARTICLE 3

TERMS OF AGREEMENT

This agreement expresses the full, complete and final agreement of the parties for the duration hereof. It cancels and supersedes any and all agreements and understandings which may have been in effect previously and this agreement may be amended only by agreement of the parties in writing. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the University and the Union for the life of this agreement, 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 referred to or covered in this agreement, except as expressly provided in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this agreement. The execution of this agreement shall not result in any abridgement of the rights held by management or the union, except as otherwise modified by this agreement.

For the purposes of negotiating a successor agreement, the University agrees to compensate up to five (5) employees for lost time spent in scheduled negotiations. Lost work time shall mean only those hours the employee is regularly scheduled to work. Fourteen (14) days before the first scheduled meeting, the Union will provide the Chief with the names of the five (5) employees who will be participating in negotiations, subject to change only if anyone so identified becomes unavailable for more than a single session. All notifications to the Chief will be in writing.

ARTICLE 4

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 thereto;
4. recruit, hire, approve, train, retain, evaluate, transfer, promote, demote, lay off 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. the University retains the right to subcontract unit work as long as the effect is not to diminish the normal work opportunities of bargaining unit employees;
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 5

UNION MEMBERSHIP

All employees covered by this agreement who are members of the Union as of the effective date of this agreement or who thereafter become members of the Union shall maintain their membership in the Union and continue to pay dues for the duration of the agreement as a condition of continued employment.

Any employee hired as of December 1, 1988, 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. This requirement to pay will begin following completion of one year of service.

ARTICLE 6

CHECKOFF

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 submitted a copy of that Authorization to the University, and provided such authorization is not withdrawn by the employee in keeping with Article V.

The Union shall indemnify the University against any and all claims, demands, suits, or other forms of liability that may arise out of action taken or not taken by the University at the Union's request for the purpose of complying with any of the above provisions.

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

ARTICLE 7

NO-STRIKE

It is agreed by and between the parties hereto that during the term of the Agreement neither the Union nor any employee shall engage in, cause, instigate, encourage or condone any strike, slowdown, cessation or interruption of work, or concerted failure to report to work or any other action which shall in any way interrupt or interfere with the operations of the employer.

Further, neither the Union nor any employee shall participate in nor assist in any strike against the employer by any other union, and will not recognize or respect any picket line, but will carry on their regularly assigned duties during the life of the agreement.

The Union shall exert its best efforts to prevent and terminate any of the above described prohibited activity. Specifically, the Union shall advise employees to return to work and otherwise cease participation in the prohibited activity or activities, and shall disavow such activity as a violation of the agreement.

Such advice shall be given by a certified letter mailing to the members of the bargaining unit immediately upon notification by the University that any unit employee is participating in any such prohibited activity.

It is agreed to by and between the parties that during the term of this Agreement, the University shall not lockout unit employees or a portion of the unit employees.

ARTICLE 8

GRIEVANCE PROCEDURE AND ARBITRATION

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

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

The parties agree that legal counsel shall not attend grievance hearings through Step Three of the formal process.

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

"Working day" within the meaning of this Article is defined as Monday through Friday, excluding all paid holidays. Whenever the University fails to meet the time limits required in this Article, the grievance at issue may be appealed to the next step. Whenever the Union or grievant fails to meet the time limits required in this Article, the grievance shall be regarded as settled on the basis of the University's last response or position. Initial steps and time limits of this Article may be waived by mutual written agreement, of the Union and the University.

No Step One or Step Two grievance settlement shall establish precedent or practice for either the Union or the University. A grievance may be withdrawn at Steps One or Two without prejudice or precedent.

When the Union alleges that the University has violated a specific provision or provisions of this agreement, so as to allegedly violate employees' rights under the terms of the agreement, the Union may initiate a grievance at Step Three of this procedure.

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

The Union may be present at all steps of the grievance procedure.

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

The steps of the grievance procedure shall be:

Step One

An employee shall file a grievance, no later than ten (10) working days from the date of the condition, circumstance or occurrence which gives rise to the grievance, with the employee's supervisor. The grievance must be written on a grievance form identifying the specific Article(s) alleged to have been violated, the remedy sought by the grievance, the identity of the principal parties and witnesses involved, the date of the occurrence, and a short description of the occurrence. It shall be filed with the grievant's supervisor who shall sign and date its receipt. The supervisor will schedule the grievance meeting, notify the Union of the time and place of the meeting and will respond in writing to the Union and the grievant within five (5) working days of the Step I hearing.

Step Two

If no mutually acceptable resolution of the grievance results, the employee may proceed to Step Two by appealing the Step One answer to the department head or designee no later than five (5) working days from receipt of the Step One answer. The department head or designee will schedule and hear the grievance within five (5) working days from receipt of the Step Two appeal. Such hearing may be waived

by mutual agreement of the parties and the grievance moved to Step Three. A written response including the basis for the decision must be given by management to the grievant and Union representative within five (5) working days from the date of the Step Two hearing.

Step Three

In the event that the grievance remains unresolved to the satisfaction of the grievant, the President of the Union, or his/her designee, may appeal it to Step Three by filing a written appeal with the Office of Staff and Labor Relations no later than five (5) working days from receipt of the Step Two answer. A representative of the Office of Staff and Labor Relations shall hear the grievance within ten (10) working days of receipt of the appeal and shall respond in writing within ten (10) working days thereafter. Such response shall include the basis for the decision.

Step Four

If the grievance remains unresolved to the satisfaction of the grievant, or if the Union perceives that the settlement offer is a violation of the terms or conditions of the agreement, the Union may, in its sole discretion, demand arbitration of the matter by submitting that demand in writing to the American Arbitration Association within ten (10) working days of the issuance of the Step Three response. A copy of the demand shall be sent to the Office of Staff and Labor Relations at that same time. The selection of an arbitrator and arbitration proceedings shall be conducted under the then current Labor Arbitration Rules of the American Arbitration Association. The Union is restricted from demanding arbitration of multiple grievances through one demand for arbitration.

The jurisdictional authority of the arbitrator is defined and limited to the determination as to whether, in a disciplinary grievance, there was just cause for the disciplinary action. If there was not just cause, if the arbitrator awards back pay, any award of back pay should be limited to the amount of wages and benefits that the employee otherwise would have earned, less interim earnings as recognized by the National Labor Relations Board. In no event shall an arbitrator's award be retroactive to a date earlier than ten working days prior to the date the grievance was first presented or the date the contract grievance occurred, whichever is later. In a contract grievance, the authority of the arbitrator is 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 and to the issuance of any appropriate remedy that may attach thereto; the arbitrator shall have no power to add to, subtract from

or modify any of the terms of this agreement. The arbitrator shall render his/her decision within thirty (30) days from the last hearing date or the due date for briefs, whichever is later. The decision of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing(s) and shall be final and binding on all involved parties.

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

ARTICLE 9

SENIORITY

Effective July 1, 2025, the Division of Public Safety will maintain three (3) seniority lists: 1) sworn officers (Patrol Officers, Community Engagement Officers, Accreditation Officers, Investigators); 2) Telecommunications officers and 3) Public Safety Ambassadors. Employees employed prior to July 1, 2025 will retain all seniority and University credited service previously accrued.

Employees who move from one seniority list to another shall retain their seniority for placement on the wage chart, and shall start as a new hire for the purposes of layoffs (i.e., selection, displacement, notice and recall), bidding on jobs (e.g., promotions), shift selection, assignments, training, leaves, and vacation selection. They will retain their University credited service for all aspects of employment to which it has traditionally been applied. (e.g., vacation accrual rates; amount of personal leave).

Employees who transfer out of the bargaining unit to accept other employment at the University outside of the police department shall have their seniority broken as of the date of the transfer. Employees who transfer out of the bargaining unit to accept a position in the police department or who transfer between seniority lists shall have their seniority retained for six (6) months from the date of the transfer. There will be no break or change to the employee's seniority if they return to their original position within six (6) months of the transfer.

Bargaining unit employees hired with basic academy training, Public Safety Ambassadors and Telecommunicators shall be considered probationary for the first twelve (12) months of employment, commencing with the first day of employment with the department. All other bargaining unit employees shall be considered probationary for the first eighteen (18) months of employment, commencing with the first day of employment with the department. Telecommunicators who transfer

to Patrol shall also be subject to an eighteen (18) month probation for the Patrol position. The probationary period can be extended by mutual agreement.

During their probationary period including any extension of the probationary period, employees shall have no seniority rights and may be discharged by the University without recourse to the grievance and arbitration provisions of this agreement. Periods of disability and workers' compensation shall extend the probationary period accordingly.

Employees hired on the same date shall rank for seniority according to the last four digits of their social security number with the employee having the highest number being given the highest rank. However, employees hired from within the University shall have seniority over employees hired from outside of the University.

In addition to other factors, seniority and time in grade, shall be considered in assignments, schedules, leaves, training and promotions. Promotional openings shall be filled by the applicant 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 shall be awarded the position.

The seniority of an employee shall be broken and continuity of service shall be considered broken whenever one of the following conditions occurs:

- a. The employee is discharged for cause.
- b. The employee is absent from work for three (3) consecutive days without directly notifying the immediate supervisor or the person to whom the immediate supervisor reports and provided the failure to notify is not due to circumstances beyond the control of the employee.
- c. The employee voluntarily leaves the employment of the University.
- d. The employee is on layoff status for a period of twelve (12) consecutive months.
- e. The employee retires.
- f. The employee is receiving benefits under the Long-Term Disability Leave Plan.
- g. The employee is terminated for failure to successfully complete any training program required under law.
- h. The employee is terminated for failure to maintain any license required for the position in which the employee is employed.
- i. The employee fails to return to employment at Cornell within one (1) year following the expiration of Short-Term Disability Leave.
- j. An employee on a continuous absence from work due to a work related injury or illness who fails to return to work within one (1) year of a

determination by a physician that the employee is permanently disabled or if the employee fails to return to work within thirty (30) months following a continuous absence due to a work related injury or illness.

- k. The employee accepts a position at Cornell outside the department;
- l. The employee has been in a position outside the bargaining unit in the department for six (6) months or more.

ARTICLE 10

DISCIPLINE AND DISCHARGE

Discipline shall be defined as the imposition of a penalty by means of the procedure specified in this Article. Employee counseling and attempts to resolve matters of discipline informally, including referral to the Faculty and Staff Assistance Program (FSAP), do not constitute discipline, nor do they constitute a part of the disciplinary procedure.

A non-probationary employee may be disciplined or discharged only for cause. Unless circumstances warrant otherwise, an employee will be given forty-eight (48) hours advance notice of the investigatory interviews with them which may lead to their discipline. An employee has the right to union representation during counseling sessions which may result in discipline as well as investigatory interviews which may lead to discipline and disciplinary meetings. An employee has the choice whether or not to have union representation present. The Union will be provided with a copy of any written counseling or discipline issued to an employee.

Disciplinary penalties include written reprimand, discharge, suspension, or any combination thereof and shall correspond to the severity of the matter. Demotion shall not be used as a disciplinary penalty.

Disciplinary actions may be initially grieved at Step Two of the grievance procedure as set forth in Article 8.

Any written statement regarding discipline that is tendered an employee shall include reasons for the discipline and shall be signed by the employee only to acknowledge receipt. If the employee is able to sign but refuses to do so, the employee may be appropriately disciplined for that action as well as the initial infraction. If the employee is unable to sign the statement, a specified Union representative for that department shall sign on behalf of the employee.

An employee may not be disciplined or discharged for an infraction that occurred more than one (1) year before the date of the intended disciplinary action, unless that infraction would normally warrant immediate suspension or discharge or would be considered to be a violation of penal law, in which instance the corresponding statute of limitations would apply.

Written discipline shall be removed from an employee's personnel file after two (2) years of employment without discipline. The life of discipline may be extended by mutual agreement of the parties.

ARTICLE 11

LAYOFF AND RECALL

The University shall have sole discretion to determine the need for and type, number and location of positions to be eliminated.

In the event the Cornell University Police Department finds it necessary to lay off bargaining unit employees from their respective departments, the decision to lay off employees shall consider the seniority of the employees of the department enacting the layoff. The least senior employee within the department and job family affected by the layoff shall be laid off first. If there is an employee with less seniority in a lower job family in that department, the employee to be laid off shall displace the least senior employee in that lower job family. The displacing employee shall be paid at the maximum of the wage range of that grade, provided the employee's current wage is equal to or higher than that maximum. Otherwise, the employee will be paid the percentage of the maximum wage rate of the lower position that is equal to the percentage of the maximum wage rate of the position from which the employee was to be laid off. The displaced employee shall have all of the rights contained in this Article, unless the displaced employee is in a probationary status as a newly hired employee.

Notice of Layoff to Employees

In cases of less than ten (10) years of service, employees shall receive written notification within a minimum of thirty (30) calendar days (not including accrued vacation time) prior to the effective date of the layoff.

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

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

When employees receive notice of layoff as provided for above, Division of Human Resources will give the employees special assistance in identifying other jobs the employees may be able to perform.

Laid off employees shall be entitled to continue those benefits (e.g., health insurance, group life insurance, Personal Accident Insurance, etc.) that are granted to non-represented employees under University policy for a period not to exceed one (1) year following the effective date of layoff.

When bargaining unit positions within the affected department become available, employees shall be recalled in inverse order of layoff when the employee is able to perform the work. Notice of recall shall be sent to the employee at his last known address by certified mail. The Union shall be notified at the same time. When an employee returns from layoff to the same bargaining unit position, the employee shall be paid at his/her rate of pay upon layoff plus any increments that would have been paid had the employee never been laid off. If the employee returns to a lower position his/her rate of pay will be a percentage of the maximum rate of that position equal to the percentage of the maximum rate of the formerly held position. If the employee fails to report for work within three (3) days from receipt of the recall notice, the employee's seniority shall be broken. Recall rights shall expire one (1) year following the effective date of layoff.

ARTICLE 12

DEPARTMENTAL INVESTIGATIONS

In order to maintain trust and confidence in the respective departments whenever a complaint or accusation is made against a bargaining unit employee, the management of that respective department shall promptly and thoroughly investigate same. Members of the bargaining unit shall fully cooperate in all aspects of such investigations. All investigatory materials will be made available to the employee no later than ten (10) days after the employee is interviewed. The employee will also receive notice that a copy may be provided to the Union on their request.

All such investigations shall be conducted in a fair and reasonable manner.

ARTICLE 13

PRODUCTIVITY

The Union and the University recognize and agree that high standards of workmanship, efficiency, work quality and productivity are in the mutual best interests of both the University and the Union. To this end, the Union and University shall cooperate to promote improvement and sustain high levels of work quality and productivity.

ARTICLE 14

WORK FORCE CHANGES

All employees shall be given at least ten (10) calendar days' notice of pending transfers, shift changes, or reassignments unless there are emergency reasons for the changes.

ARTICLE 15

HUMAN RESOURCE RECORDS

Division of Human Resources shall collect and maintain the official personnel file on each employee. Human resource files are University property and shall be used for University-related activities.

Employees may arrange to examine materials in their official human resource file, exclusive of confidential documents, by appointment with Division of Human Resources. Employees may respond to any document which is included in their human resource file. Employees will get a copy of and be notified if such document is to be placed in their human resource file.

The Union shall enjoy access to employees' human resource files to the extent required by the National Labor Relations Act. The Union shall contact an Office of Staff and Labor Relations representative, at the Division of Human Resources, to arrange an appointment to examine the employee's official human resource file. Examination of the official file shall be done in the presence of an Office of Staff and Labor Relations representative.

The Cornell University Police Department shall maintain a department file for members of the bargaining unit. These files shall include any materials determined by management to be appropriate, including copies of letters received by the department from representatives of University management that commend an

individual employee for work related performance. Employees shall be allowed to make copies of documents contained within their department file upon payment of a reasonable per copy fee.

ARTICLE 16

UNIFORMS AND EQUIPMENT

The University may establish rules pertaining to employee dress, equipment, and appearance and may require the wearing of particularized apparel, such as uniforms. The standard issued uniform will be new or professionally laundered and serviceable.

The University shall have the sole authority to determine the need for, the quality, the quantity and the use of equipment necessary to the performance of job duties.

Issued apparel shall be replaced by the University as needed at the department's discretion. In the event a request for replacement is denied, or the serviceability of the standard issue uniform is questioned, this may be appealed within one week through the chain of command for final determination.

Issued or approved equipment or apparel that is negligently lost or negligently damaged shall be replaced at the expense of the employee and such incidents may be cause for discipline.

Where damage or loss occurs to apparel or equipment, required but not issued by the department, the department shall reimburse the employee for such personal property loss or damage up to a maximum of three hundred dollars (\$300) per occurrence. Such reimbursement requires that the employee was performing required duties in an appropriate manner on scheduled work time and that the loss or damage was not the result of negligence or the improper use of equipment by the employee.

The department shall continue current laundering practices and any additional applicable OSHA regulations shall apply.

Patrol Officers

The University shall normally issue such required particularized apparel, to include pants, shirts, shoes, boots and protective vests for members of the Cornell University Police Department and to exclude undergarments for all employees.

Vests shall be replaced based on manufacturer recommendations and the employees are authorized to wear the vest over their uniform, with approved exterior carrier

provided by the department. These two provisions may be subject to future negotiations if market forces so dictate.

Telecommunications Officers

The University shall issue such required particularized apparel, to include shirts and a quarter-zip or jacket.

Public Safety Ambassadors

The University shall issue such required particularized apparel, to include shirts, pants, boots and jackets.

Bargaining Unit Clothing Allowance

The department will provide all bargaining unit members with a \$500 clothing allowance (subject to applicable taxes), paid in the first full pay cycle of July of each year for the life of this agreement or on hire. Telecommunication officers are to use these funds to purchase clothing that conforms with their unit's dress code to include footwear and pants. Patrol officers and Public Safety Ambassadors can use these funds for replacement footwear and other non-issued uniform components, e.g., gloves, socks, flashlights. The quartermaster system will be available for issued items only.

ARTICLE 17

FAIR EMPLOYMENT PRACTICES

The University and the Union recognize their mutual obligations that the provisions of this agreement be applied to all employees covered by this agreement without regard to race, color, religion, age, sex, marital status, disability, national origin, citizenship status, sexual orientation or protected veteran status. An employee claiming discrimination within the bounds of one of the above-noted protected categories may file a grievance in keeping with Article 8, pursue a complaint with the University's Office of Civil Rights, or the employee may pursue a remedy through those procedures established by corresponding law.

The University and Union recognize their mutual obligations under the various Equal Employment Opportunity statutes and regulations.

ARTICLE 18

HEALTH AND SAFETY

The departments shall continue to comply with all applicable federal and state occupational health and safety laws for the protection of the health and safety of the employee. Employees shall comply with safety rules established by the University.

ARTICLE 19

SICK AND PERSONAL LEAVE

Cornell University provides sick, health care and personal leave to the employees under this Agreement that meet or exceed the requirements of New York Paid Sick Leave, NY Labor Law §196-b.

Sick Leave

Cornell University agrees to provide paid sick leave to the employees covered under this agreement in the event that they are unable to perform their duties because of a claimed temporary disability which disables an employee from the full performance of duty. It is not the intent of this clause to provide a leave of absence for any reason other than employee illness. Abuse of sick leave and/or continual poor attendance may result in the employee being subject to disciplinary action including termination.

Sick leave accrual is based on the number of standard straight time hours paid an employee during a pay period times a factor of .04615. Sick leave accrual begins immediately upon employment. Sick leave may accrue to a maximum of ninety (90) days. Sick leave may not be taken before it is accrued.

Employees shall call in to the Department at least one (1) hour before the start of their scheduled shift, so as to inform the supervisor of their illness. In the event that the supervisor is not at work, the employee will leave word where the employee may be reached if different from the number that is available. Documentation for any sick leave absence, including certification by a physician that an employee is unable to perform his/her duties, may be required by the employee's department.

Employees returning to work after an illness may be required, prior to and as a condition of return to work, to have a physical examination by the University physician to establish that the employee is no longer disabled. The University shall

pay the out-of-pocket cost after applicable insurance for any physician certification required for an employee to return to work after an absence or if required for an accommodation process. Employees will provide appropriate documentation for the reimbursement.

On the first day of a job related injury (i.e., workers' compensation), time away from work to receive first aid treatment will be considered leave with pay. However, any other lost time from work on after day one (date of injury) will be charged to the employee's sick leave in accordance with Workers' Compensation policy.

Health Care Leave

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

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

When a supervisor determines that it is necessary, a supervisor may require verification of the health care or emergency causing an employee to request use of this leave time.

Personal Leave

Up to three working days of accrued sick leave may be taken for personal business reasons or emergencies within each fiscal year. For employees with twenty (20) or more years of continuous service, up to five (5) working days of accrued sick leave may be taken for personal business reasons or emergencies within each fiscal year effective the beginning of the next fiscal year. Personal leave that is not used by the end of the fiscal year will remain as unused sick leave.

When personal leave is used for an emergency, the employee must notify his/her supervisor as soon as possible. Personal leave for purposes other than an emergency must be approved by the employee's supervisor in advance. Such uses shall be

limited to the need to conduct business that cannot be scheduled during non-working hours.

When a supervisor determines that it is necessary, a supervisor may require verification of the personal business or emergency causing the employee to request or use personal leave.

Sick, personal and health care leave balances are canceled upon termination of the employee and may not be taken as terminal leave. An employee shall not be allowed to use sick, health care or personal leave when the employee is on an unpaid leave from the University.

ARTICLE 20

VACATION

Vacation shall accrue for each straight time hour paid (up to a maximum of 80 hours for employees during a biweekly period), according to the following rates.

Employees are entitled to earn vacation under the following schedule:

<u>Years of Service Completed</u>	<u>Vacation Earned</u>	<u>Vacation Factor Per Year</u>
1 to 10 years	3 weeks	.05769
10 years or more	1 day more per year up to 4 weeks per year	.06153
		.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. Paid vacation may accrue to two (2) times the annual accrual rate up to a maximum of three hundred and twenty (320) hours. On October 15th of each year leave balances that exceed the maximum will automatically be adjusted to the appropriate maximum.

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, an employee shall have a right to receive payment for all accrued and unused vacation time, provided the employee has completed at least one year of continuous service. This payment will be made in a lump sum in the pay period following the last day of employment.

When an endowed employee retires, all accrued vacation will be paid in a lump sum. When a contract college employee retires, accrued vacation, up to a maximum of 30 days will be paid in a lump sum. The lump sum will be paid in the pay period following the last day of work. Employees who receive vacation pay following retirement will receive holiday pay for all holidays covered under Article XXII of this agreement which fall within the period.

Except as provided in Short-Term Disability, vacation time cannot be substituted for sick leave. The department head or designee has sole discretion to approve the use of vacation time when employees have exhausted their accrued sick leave.

An employee must request, in writing, permission to use vacation leave. Written requests for vacation time off shall be submitted as soon as reasonably possible to the employee's supervisor. The employee shall receive a copy of the approval or rejection within a reasonable period of time. Any denial of time off will include an explanation as to why it was denied.

Schedule picks for all bargaining unit members will commence on August 1st for the Spring schedule block that runs approximately from January 1st to June 30th and February 1st for the Fall schedule block that runs approximately from July 1st to December 31st. When multiple vacation requests for the same period are simultaneously received, approvals will be granted by length of seniority, with the highest seniority employee given first preference. Employee requests for vacation during the Spring schedule block shall be submitted in writing by September 30th preceding the block. Requests for the Fall schedule block shall be submitted in writing by March 31st preceding the block. All such requests for vacation shall be considered by the department in keeping with staffing needs. Any requests for vacation leave that are not submitted within the time frames set forth above shall be granted on a first come, first served basis in keeping with department staffing needs. Once approved, the employee must take the vacation on the date(s) for which it was approved unless the parties mutually agree to the rescheduling of this vacation.

When an employee who has accrued vacation leave dies, the corresponding payment for such shall be paid to the employee's duly appointed legal representative or, if none, any relative the University in its discretion may deem appropriate.

ARTICLE 21

MILITARY TRAINING LEAVE

Employees who are members of the National Guard, Coast Guard, or U.S. Military Reserve units shall be granted leave with pay for training periods of more than seven (7) days, but less than thirty (30) calendar days in duration once a year. This paid leave period shall not include time necessary for travel to and from such training.

Whenever possible, the employee shall provide written documentation to the University at least two (2) weeks in advance of the scheduled training, specifying its duration.

ARTICLE 22

HOLIDAYS

The University shall observe the holidays listed below for employees covered by this agreement:

- Martin Luther King, Jr. Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday After Thanksgiving Day
- Winter Holiday Period (Six (6) days)

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

For the purposes of this Article, an employee's standard workday is defined as the number of scheduled work hours divided by the number of days the employee is scheduled to work. For instance, an employee who regularly works four (4) days a week, their standard workday is defined as one-fourth (1/4) of the employee's regular weekly hours.

Holiday Pay

Regular full-time employees who are not scheduled to work on the holiday will be paid for holidays at their regular rate of pay for their standard workday as defined in this Article.

Pay for Holiday Worked

Employees who are required to work on a University holiday will receive pay at time and a half their normal rate for hours actually worked on that holiday plus regular pay for the balance of the hours in the employee's standard workday, as defined in this Article, if any, not worked on that holiday. In addition, the employee shall receive compensatory time off equal to the number of hours worked on that holiday, not to exceed the employee's standard workday, as defined in this Article.

Alternatively, at the discretion of the University, employees who are required to work on a University holiday may opt to receive two and one-half (2 ½) times the straight time rate and no accrued compensatory time off. Alternately, at the discretion of the University, employees who are required to work on a University holiday may opt to receive straight time pay for hours worked together with the compensatory time at one and one-half (1 ½) times hours not to exceed the employee's standard workday, as defined in this Article.

For June 19 (Juneteenth), July 4 and Winter Holiday period, employees may opt for application of the Holiday Pay for Employees Regularly Scheduled to Work Weekends addendum to University Policy 6.9, Time Away from Work. Employees must request the application of this addendum for June 19 and July 4 by June 1st and for the Winter Holiday period by December 1st. If an employee declines to submit such a request or is not timely in the request, the employee may utilize the other contractual options for the payment of holiday pay.

Accrued Compensatory Holiday Time

Accrued Compensatory Holiday Time must be used by the end of the calendar year following the calendar year in which it was accrued. Compensatory time not used in this time frame will be paid to the employee in a lump sum to be calculated by multiplying the number of accrued hours by the employee's straight time hourly rate.

Eligibility

To be eligible to receive holiday pay the employee must work the employee's last scheduled workday prior to and the employee's next scheduled workday after a scheduled holiday.

For each holiday period the employee must work the employee's last scheduled workday prior to each holiday period and the employee's next scheduled workday after each holiday period. Failure to do so shall disqualify the employee for pay for one holiday in the holiday period.

In either instance the employee shall not lose holiday pay when the absence is in keeping with vacation or personal leave provisions or is a verifiable illness under the terms of the sick leave article.

Any employee on a paid leave of absence shall be paid for that employee's scheduled holiday(s) which occur(s) during that leave.

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

ARTICLE 23

HOURS OF WORK, OVERTIME AND PREMIUM PAY

The University reserves the right to determine and/or amend daily hours of work, weekly work schedules or standard work week and payday.

The University reserves the right to require employees to work overtime or report on their scheduled hours or days off. The University will consider an employee's request to be excused. The University shall consider employee requests for a flexible work schedule during the work week when a mandatory work day is required.

When requesting volunteers for overtime from a presently on-duty shift, volunteers shall be assigned by seniority.

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 (1-1/2) their regular rate of pay. Only hours actually paid shall be credited for the purpose of computing overtime worked in any work week.

Nothing contained in this agreement shall be construed as a guarantee of hours of work per day or per week or as a limitation on the right of the University to require overtime.

Unless the employee and the employer mutually agree, the employee's hours will not be reduced for the sole purpose of avoiding overtime once the employee has begun to work during that workweek.

B Line Patrol Officers are allowed a shift overlap of .2 hours and must be paid for the overlap when assigned to such a shift and the employee works the .2 hours. B Line Patrol Officers shall select the .2 hours option at the time of their B Line shift selection. If an employee takes leave with pay for such a shift the .2 hours overlap shall not be paid. The .2 hours overlap is only considered for pay when the employee is on duty and working in uniform road patrol and is needed to respond to calls during the shift overlap.

Telecommunication Officers who work in positions which require a shift overlap of .2 hours must be paid for the overlap when assigned to such a shift and the employee works the .2 hours. If an employee takes leave with pay for such a shift the .2 hours overlap shall not be paid. The .2 hours overlap is only considered for pay when the employee is on duty.

Cancellation of Assigned Detail

When an employee receives less than 24 hours' notice of the cancellation of an assigned detail, whether regularly assigned hours or overtime, they will be offered and may accept an alternative assignment for the equivalent number of hours. The employee must notify the department at the time of the cancellation whether they want to accept the alternative assignment.

Emergency Call-Back

Employees required to return to work following their regularly scheduled work day but preceding their next regularly scheduled work day shall be paid a minimum of four (4) hours pay.

Mandatory Duty Days

All employees must work on Mandatory Duty Days which include Fall Opening, Homecoming Weekend, University Commencement and Slope Day. This is the case whether the Mandatory Duty Day occurs on a day they are regularly scheduled to

work or if they are required to work on a day, absent the Mandatory Duty Day, they would not be working.

All employees working on a Mandatory Duty Day will be compensated at double (2x) their regular wage.

Restricted Time Off

Employees scheduled to work on a shift identified as “Restricted Time Off” and which remains “restricted time off” when the shift is actually worked, shall receive two (2) hours of compensatory time. If the “restricted time off” is withdrawn ten (10) days or more in advance of the “restricted time off” shift, employees will not receive the compensatory time. If the “restricted time off” designation is withdrawn less than ten (10) days before the shift commences and the employee works the shift, they will receive the compensatory time.

Court Time

Any employee, who in connection with their duties, is required to appear in any court or before any regulatory or administrative agency at any time other than during, immediately prior to or immediately following the employee's regularly scheduled work period, shall be paid a minimum of four (4) hours pay. The department shall be able to schedule compensatory time off during that same work week to avoid the payment of premium pay. The department shall make reasonable effort to schedule such compensatory time off with the concurrence of the employee.

Travel Expenses

The department agrees to reimburse all employees who are eligible for travel expenses while on travel status in the performance of their official duties for reasonable expenses incurred for hotel lodging, meals and incidental expenses related thereto, upon submission of receipts, in keeping with University travel reimbursement procedures.

ARTICLE 24

MEAL BREAK AND REST PERIOD

Employees scheduled to work six (6) hours of work or more per day shall be granted a paid meal break of a minimum of one-half (1/2) hour.

Meal Allowance

Any employee required to work four (4) hours immediately following the employees regular work day shall be given a meal allowance of seven (7) dollars or reimbursed for such meal purchase to a maximum of seven (7) dollars unless the department provides the meal.

Rest Periods

Rest periods are intended to be a relief from the routine of work. Employees scheduled to work three (3) consecutive hours shall be granted a fifteen (15) minute paid rest period. Employees scheduled to work seven (7) hours within eight (8) consecutive hours shall be granted a total of a thirty (30) minute paid rest period. All rest periods shall be scheduled at the discretion of the department.

Where necessitated by departmental operations rest periods may be temporarily suspended. Rest periods shall not be cumulative.

ARTICLE 25

VOLUNTEER FIREFIGHTER AND

EMERGENCY MEDICAL TECHNICIAN LEAVE

In the event that a volunteer firefighter and/or an Emergency Medical Technician (EMT) associated with a volunteer fire company is called to a working fire or emergency during the employee's actual scheduled working hours, the University shall compensate the employee at the employee's regular straight time hourly rate of pay only for those emergency hours which overlap the employee's scheduled hours. It is expected that the employee shall respond to a fire or medical emergency only when that individual's services are necessary. The employee must request leave from his/her supervisor before departing the workplace.

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

In the event that a volunteer firefighter and/or an EMT is required to respond to a working fire or emergency during the eight (8) hours immediately preceding the start of the employee's shift, the employee shall receive compensatory time off during the upcoming shift equal to the actual time spent in resolving the emergency or fire. In no event shall the employee receive compensatory time off for any time greater than the employee's shift assignment for that day. The employee shall notify his/her

department of an impending absence from duty as soon as possible after it becomes apparent he/she will not be present at the start of their scheduled shift.

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

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

ARTICLE 26

OTHER BENEFITS

Endowed Employees

During the term of this agreement any adjustments made by the University in the current benefit programs listed below for endowed employees not covered by a collective bargaining agreement will be duplicated for endowed bargaining unit employees. In the event of such changes, the University will notify the Union of such changes prior to their implementation.

- Group Life Insurance
- Personal Accident Insurance
- Cornell University Retirement Plan
- 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
- Faculty & Staff Assistance Program
- Personal Leave of Absence
- University Leave of Absence
- Jury Duty
- Funeral Leave

- Voting
- Sick Leave Conversion (for post retirement health insurance coverage)
- Sick Leave (accruals)
- Direct Deposit
- Inclement Weather
- Holidays
- Vacations
- Family and Medical Leave Policies
- Catastrophic Leave Donation Policy
- Emergency Responder Leave
- Child Care Grant
- Floating Holidays (2)

[Note: if another bargaining unit at the University is granted additional floating holidays, the Union will also receive those floating holidays.]

Contract College Employees

During the term of this agreement any adjustments made by the University in the current benefit programs listed below for contract college employees not covered by a collective bargaining agreement will be duplicated for contract college bargaining unit employees. In the event of such changes, the University will notify the Union of such changes prior to their implementation.

- Group Life Insurance
- Personal Accident Insurance
- New York State Employees Retirement System Benefits
- Tax Deferred Annuity Plan (Voluntary)
- Cornell Children's Tuition Scholarship Plan
- Long-Term Disability Plan
- Workers' Compensation
- Cornell's Short-Term Disability Plan
- Group Health Insurance
- The Empire Plan or Group Health Incorporated
- Employee Tuition and Training Program
- Faculty & Staff Assistance Program
- Personal Leave of Absence
- University Leave of Absence
- Jury Duty
- Funeral Leave

- Voting
- Sick Leave Conversion (for post retirement health insurance coverage)
- Sick Leave (accruals)
- Direct Deposit
- Inclement Weather
- Holidays
- Vacations
- Family and Medical Leave Policies
- Catastrophic Leave Donation Policy
- Emergency Responder Leave
- Child Care Grant
- Floating Holidays (2)

[Note: if another bargaining unit at the University is granted additional floating holidays, the Union will also receive those floating holidays.]

ARTICLE 27

SEPARABILITY

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

ARTICLE 28

WAGES

The following provisions are applicable to the entire bargaining unit.

Shift Differential

Employees who are regularly scheduled to work a shift which includes four or more hours between the hours of 6:00 p.m. and 6:00 a.m. shall be paid an additional two dollars and twenty-five cents (\$2.25) per hour. Any such employee who is assigned to a shift on a temporary basis for three (3) days or more in a week shall be paid this shift differential. Shift differential shall be paid for the following paid leave

situations: vacation, holiday, sick, personal, family health care leave and bereavement leave.

Longevity

Upon completion of seven (7) years of service, the employee will receive a two and a half percent (2.5%) increase to their applicable wage rate effective on their seven (7) year anniversary date.

Upon completion of ten (10) years of service, the employee will receive a two and a half percent (2.5%) increase to their applicable wage rate effective on their ten (10) year anniversary date.

Upon completion of fifteen (15) years of service, the employee will receive a two and a half percent (2.5%) increase to their applicable wage rate effective on their fifteen (15) year anniversary date.

Upon completion of twenty (20) years of service, the employee will receive a two and a half percent (2.5%) increase to their applicable wage rate effective on their twenty (20) year anniversary date.

Upon completion of twenty-five (25) years of service, the employee will receive a two and a half percent (2.5%) increase to their applicable wage rate effective on their twenty-fifth (25) year anniversary date.

Upon completion of thirty (30) years of service the employee will receive a two and a half percent (2.5%) increase to their applicable wage rate effective on their thirty (30) year anniversary date.

Patrol Officers, Community Engagement Officers, Accreditation Officer and Investigators

Patrol Officers, Community Engagement Officers, Accreditation Officer and Investigators shall be hired in accordance with the following pay schedule and shall move to the corresponding yearly rate effective the anniversary of their date of hire into their current position. Employees hired with basic academy shall receive \$1,000 above the hire rate.

Patrol Officers, Community Engagement Officers, Accreditation Officer and Investigators shall receive the following increases to their Wage Schedule 2025 – 2029:

	Effective 7/1/25	Effective 7/1/26	Effective 7/1/27	Effective 7/1/28
Hire Rate	32.29	33.42	34.51	35.63
1 year rate	35.51	36.75	37.95	39.18
2 year rate	38.72	40.07	41.37	42.72
3 year rate	41.82	43.28	44.69	46.14
4 year rate	44.98	46.55	48.06	49.62
5 year rate	48.25	49.94	51.56	53.24
7 yr 2.5% premium	49.45	51.19	52.85	54.57
10 yr 2.5% premium	50.69	52.46	54.17	55.93
15 yr 2.5% premium	51.96	53.78	55.52	57.33
20 yr 2.5% premium	53.26	55.12	56.91	58.76
25 yr 2.5% premium	54.59	56.50	58.34	60.23
30 yr 2.5% premium	55.95	57.91	59.79	61.74

Telecommunication Officers

Telecommunication Officers shall be hired in accordance with the following pay schedule and shall move to the corresponding yearly rate effective the anniversary of their date of hire into their current position.

Telecommunication Officers shall receive the following increases to their Wage Schedule 2025 – 2029:

	Effective 7/1/25	Effective 7/1/26	Effective 7/1/27	Effective 7/1/28
Hire Rate	29.29	30.32	31.30	32.32
1 year rate	31.11	32.20	33.25	34.33
2 year rate	32.93	34.08	35.19	36.33
3 year rate	34.77	35.98	37.15	38.36
4 year rate	36.59	37.87	39.10	40.38
5 year rate	38.42	39.77	41.06	42.39
7 yr 2.5% premium	39.38	40.76	42.09	43.45
10 yr 2.5% premium	40.37	41.78	43.14	44.54
15 yr 2.5% premium	41.38	42.82	44.22	45.65
20 yr 2.5% premium	42.41	43.90	45.32	46.79
25 yr 2.5% premium	43.47	44.99	46.45	47.96
30 yr 2.5% premium	44.56	46.12	47.62	49.16

Public Safety Ambassadors

Public Safety Ambassadors shall be hired in accordance with the following pay schedule and shall move to the corresponding yearly rate effective the anniversary of their date of hire into their current position.

Public Safety Ambassadors shall receive the following increases to their Wage Schedule 2025 – 2029:

	Effective 7/1/25	Effective 7/1/26	Effective 7/1/27	Effective 7/1/28
Hire Rate	22.98	23.79	24.56	25.36
1 year rate	24.41	25.26	26.08	26.93
2 year rate	25.83	26.74	27.61	28.50
3 year rate	27.27	28.23	29.15	30.09
4 year rate	28.71	29.71	30.68	31.68
5 year rate	30.14	31.20	32.21	33.26
7 yr 2.5% premium	30.90	31.98	33.02	34.09
10 yr 2.5% premium	31.67	32.78	33.84	34.94
15 yr 2.5% premium	32.46	33.60	34.69	35.82
20 yr 2.5% premium	33.27	34.44	35.56	36.71
25 yr 2.5% premium	34.11	35.30	36.45	37.63
30 yr 2.5% premium	34.96	36.18	37.36	38.57

ARTICLE 29

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 the negotiated wage increase for the prior fiscal year, starting on July 1, 2026. Wage rates will be adjusted, if necessary, as soon as possible 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, 2025 is 315.945. 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 28 (6.25%, 3.5%, 3.25%, 3.25%):

COLA Threshold

	COLA Threshold
FY 26	335.692
FY 27	347.441
FY 28	358.733
FY 29	370.392

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 leave, jury duty pay and short term military duty pay.

The parties agree that the FY29 COLA will be implemented, if applicable, in July 2029, notwithstanding the fact that the collective bargaining agreement will expire on June 30, 2029 and will be enforceable, if applicable, via the grievance and arbitration provisions of this agreement after expiration on June 30, 2029.

ARTICLE 30

DURATION OF AGREEMENT

The agreement shall become effective on July 1, 2025 and shall remain in full force and effect until June 30, 2029.

And, thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least sixty (60) days prior to the termination date of this agreement of its desire to change or modify in any way or terminate this agreement. Such written notice shall be sent by certified mail to the other party.

ARTICLE 31
AGREEMENT

This agreement is entered as of this 1st day of July 2025, by and between Cornell University and the Cornell Police Union.

In witness whereof, the parties hereto have executed this agreement as of the 1st day of July 2025:

Cornell Police Union

M. Latta, Esq.

Cornell University

Laurie M. Johnston

ARTICLE 32
SIDE LETTER AGREEMENTS

The Side Letter Agreements are incorporated herein by reference.

1. Work Schedules

Management agrees to meet and seek input from the union prior to making changes in the daily work schedule.

2. Major Investigations Division and Other Patrol Officer Administrative Assignments

Selection Process

- The qualifications and job requirements of Investigators, Community Engagement, Accreditation, and other patrol officer administrative assignments shall be defined at the sole discretion of management.
- Opportunities for such positions shall be posted for one (1) calendar week.
- Any interested patrol officer in the Department of Cornell Police may apply.
- An interview committee shall be convened by the Department Head or designee. The Union President or designee shall choose the bargaining unit employee to participate in the interview committee. If the bargaining unit employee chosen by the Union President or designee is not available due to scheduling or other commitments, the Union agrees to consider appointing another bargaining unit member.
- All qualified applicants shall be interviewed.
- The recommendation of the committee shall be forwarded to the Department Head or designee who, in their sole discretion, shall make the final decision.
- All interviewed applicants shall be notified of the committee recommendation to the Department Head.

Addendum

- The positions of Patrol Officer, Investigator, Community Engagement, Accreditation and other patrol officer administrative assignments shall be considered separate, regular positions.
- In recognition of enhanced job responsibilities, Patrol Officers that move into an Investigator position shall be paid at a rate equal to 112% of their respective hourly rate in the patrol officers' salary schedule. Community Engagement Officers receive 110% of their respective hourly rate in the patrol officers' salary schedule.
- Investigators and Community Engagement Officers shall have separate overtime lists and shall be assigned as such except in emergency situations. That is to say, if overtime is available in the patrol division it shall be offered first to such officers. Once this list is exhausted, if additional officers are needed, the department shall make such opportunities available to the Investigation and Community Engagement officers.
- If a patrol officer is formally assigned to the Major Investigations division on a temporary basis for a minimum of five (5) working days, such officer shall receive acting pay equal to 112% of their regular hourly rate.
- Sr. Investigator(s) shall receive 110% to their base pay due to additional enhanced job responsibilities.
- Accreditation Officers shall receive pay equal to 110% of their regular hourly rate.

3. Lead Officer Status

Patrol officers assigned to lead officer status shall be paid 105% of the employee's regular wage rate for the life of the agreement.

Investigators assigned to lead officer status shall be paid 110% of the employee's regular wage rate for the life of the agreement.

4. Overtime

The parties shall continue to meet and address issues related to timely notification for non-emergency overtime details.

5. Return to Work from Workers' Compensation and Short-Term Disability

Absent extenuating circumstances, the university agrees to guarantee re-employment for up to twenty-two (22) months, following a workers' compensation absence, assuming the employee is able to return to full duty without restrictions. The university retains the right to require retraining prior

to returning to duty. Such a return may require the Cornell Police Department to enact the layoff provisions of this agreement.

The university shall make a reasonable effort at the unit level to find light duty assignments in the two (2) to four (4) week period immediately prior to return to full duty for a work related or short-term disability absence.

6. Rules and Regulations

The Union has the right to grieve the reasonableness of any rule or regulation.

7. Training

a. Formal Training

Employees who conduct formal training sessions shall be paid at the rate of 115% of the employees' regular wage rate when conducting formal training sessions.

b. Field Training Officers

The Department and the Union agree that Field Training Officers, Communication Training Officers and PSA Field Trainers assigned to train another employee in the Division of Public Safety shall receive a 15% pay increase for hours worked in each phase. If the following conditions are met, the employee shall receive an additional 5% compensatory time for hours worked in each phase:

1. Satisfactory attendance during phase
2. Attends scheduled meetings
3. DOR's are properly completed
4. Professional relationship maintained with trainee
5. Presented desired role model
6. Is sincere and candid in all evaluations of the trainee

Such payment shall be paid at the completion of each phase.

8. Technological/Organizational Changes

The university will notify the union in writing as soon as possible in advance of planned technological changes (including major changes in equipment, organization or methods of operation) that may affect employees represented by the union. Meetings regarding such planned changes will be held as soon thereafter as can be mutually arranged. At such meetings, the university will advise the union of its plans with respect to the introduction of such changes and will familiarize the union with the progress being made. Although the university

is required to notify the union as soon as possible in advance of the introduction of any planned technological changes, it will make a good faith effort to advise the union as soon as it decides to introduce such changes in order to give the union the opportunity to discuss the impact of these changes upon the bargaining unit.

9. Union Business

The University recognizes that occasionally situations arise within the regular workday that may require immediate official attention by Union officers. The University has always allowed, and will continue to allow, union members a reasonable amount of paid work time in order to conduct such official business as long as this time does not interfere with emergency services or other critical assignments absent supervisory permission.

10. Master Patrol Stipend

In recognition of additional skills development individuals who achieve Master Patrol designation shall receive a one-time gross lump sum stipend of five-hundred dollars (\$500).

Should a comparable designation be established by the University for Telecommunication Officers, those individuals who achieve such designation shall receive a one-time gross lump sum stipend of five hundred dollars (\$500).

Additionally, where appropriate, the University will consider certifications and training held by senior officers to be the equivalent of the courses/training required to achieve Master Patrol status.

11. Labor Management Cooperation Committee

The parties shall meet as needed to discuss issues, concerns and or suggestions relevant to the bargaining unit employees. The committee shall be comprised of three (3) union members selected by the union, and representatives of management who shall be determined by the Chief of Police. The university's ergonomic specialist, if any, may attend and participate in any session upon the request of either party. Management or the union shall provide two weeks in advance of each meeting an agenda of items to discuss, if any; and the other party shall provide within one week thereafter additional agenda items to discuss, if any. Said meeting shall not occur if there are no agenda items from either party or if the above described three union members are not present for the meeting. Union members who attend such meetings shall suffer no loss of straight time base wages for time that cuts across their normal work schedule.

Possible topics of discussion for this committee shall include:

- Major changes in job requirements or qualifications
- Posting of new responsibilities and/or positions
- General makeup of uniform
- Patrol vehicle cages and configurations
- Training compliance and standards
- Master patrol status and designation
- Community Engagement unit
- Overtime Distribution

12. Canine Program

This Letter of Understanding serves as documentation of the agreement between Cornell University Police and the Cornell Police Union regarding the Canine Program.

- This agreement will take effect when a canine is purchased or July 1, 2007, whichever comes first.
- The service dog will be selected by the Cornell University Police with the assistance of members of the Cornell Police Union and the Southern Tier Police Canine Association.
- All expenses incurred for the purchase and the care of the service dog are the responsibility of the University.
- The University will make arrangements for, and payment of, veterinary care and boarding.
- The Canine Officer will be responsible for the daily feeding, exercise, training and care of the service dog. The expenses for food and the like are the responsibility of the University.
- The Canine Officer will receive .5 hours paid leave per day for the care of the service dog.
- The Canine Officer will be ineligible to participate in the voluntary overtime procedures as described in Section VI of the Overtime Police, General Order 01-15.

- Arrangements for transportation of the service dog are the responsibility of the University. If the Cornell University Police provide a vehicle for transport, such vehicle is only to be used for transport of the service dog and the Canine Officer or other members of the Cornell University Police, in accordance with Canine Policy and Procedure, General Order 01-16.
- Per University policy, if a department vehicle is utilized, the Canine Officer will be responsible for reporting personal mileage annually, at the current University rate.
- The Canine Program will be reviewed monthly with the Canine Officer. A comprehensive review will be conducted one year from the implementation to determine if the program will be continued. However, the University retains exclusive right to terminate the program for any reason at any time and the service dog and all University owned property will be returned immediately to the Cornell University Police.
- No grievances shall be filed over the terms of this agreement or any other issues related to the Canine Program.
- After July 1, 2025, when the Cornell Police Department acquires a new canine, the opportunity to become a K-9 handler will be open to a bargaining unit member. The K-9 handler chosen for this new canine will remain its handler even if they are promoted out of the bargaining unit.

13. Defense and Indemnification

Subject to the provisions of Cornell University Policy 4.9, Legal Defense and Indemnification, Cornell will defend and indemnify all members and officers acting within the scope of their university employment and/ or in the performance of authorized duties, whether on campus or off. Actions that are not within the scope of their duties and not in furtherance of their employment will not be indemnified or defended.

14. Veterans' Day Observance for Veterans and Active Reservists

United States military veterans and active reservists who wish to observe Veterans' Day (November 11) may do so with pay by providing the Chief at least fourteen (14) days advance notice in writing. The purpose of this side letter is to allow veterans and active reservists the opportunity to observe Veterans' Day without a loss of pay and without using their own accruals.

The side letter does not create a new holiday or personal day. If an employee who is eligible for this benefit does not provide the required written notice and works on Veterans' Day, no special pay provisions attach for work on this day.

15. Heightened Risk Full Wage Continuation Supplement To Workers' Compensation (FWCS) For Sworn Officers

1. The Heightened Risk Full Wage Continuation Supplement (FWCS) serves as a supplement to Workers' Compensation and will apply only to on-duty heightened risk illnesses/injuries sustained in the course of employment of a sworn officer. If it is the position of the University (for endowed claims) and of the NYS Insurance Fund (for contract college claims), that the illness or injury represents a compensable workers' compensation claim, the provisions of this MOU will apply. The Chief of Police shall determine, on a case-by-case basis, whether the Sworn Officer's on-duty illness/injury qualifies as a heightened risk illness or injury.
2. A Sworn Officer who qualifies for Heightened Risk FWCS will be entitled to a supplemental payment to ensure the officer receives full wages based upon the Wage Schedule for 2025-29 in Article 28, exclusive of overtime, shift differential or any other premium pay. A Sworn Officer on FWCS will not be required to use his or her accruals. Accruals will cease to accrue on the first day of the month following the twentieth consecutive calendar day as counted from the first day of absence. In no event will a Sworn Officer be paid more than his or her total base wages with all benefits combined (including but not limited to WC, LTD, SSI) in any of the 22 months.
3. Such wage continuation will continue cumulatively for a total period of absence not to exceed twenty-two (22) months per illness/injury commencing from the first date of absence related to the same illness/injury or until the Sworn Officer: 1) is deemed capable of returning to full duty; or 2) refuses a modified duty assignment; or 3) is deceased, whichever occurs first.
4. A Sworn Officer who is eligible to receive the Heightened Risk FWCS shall be required to work in a modified duty assignment if he/she is determined to be fit for the assignment by the Chief of Police in consultation with the University's Medical Leaves Administration. If

such modified duty assignment is determined to be less than a full time assignment, the provisions of FWCS apply.

5. The Chief's determination of heightened risk as applicable to an on-duty injury/illness will be issued in writing to the Union and the Sworn Officer. Decisions of denial shall be subject to appeal upon written notification by the Sworn Officer to the Chief within ten (10) calendar days of his/her receipt of the Chief's written determination. Such appeal shall be reviewed by the Director of the Office of Staff and Labor Relations.
6. Upon proper written appeal by the Sworn Officer as set forth in paragraph 5 above, after reviewing all relevant documents, statements and facts of record, the Director of the Office of Staff and Labor Relations. shall issue a binding written decision within forty-five (45) business days of the receipt of the appeal. Such decision will be final and shall not be subject to grievance or appeal.
7. Pending the decision of the Director of the Office of Staff and Labor Relations, the Sworn Officer shall be subject to the University's normal Workers' Compensation and other applicable University benefits. In the event the appeal is denied, the Sworn Officer shall be subject to the University's normal Workers' compensation and other applicable University benefits.
8. Permissions given by the Chief for employment outside of Cornell University in effect at the time of the activation of FWCS will be considered null and void. Once the Sworn officer returns to full duty with no restrictions, the permission, if desired, must be requested per Cornell Police Policy.
9. A Sworn Officer subject to any of the provisions herein shall cooperate fully in all aspects of the process. This includes, but shall not be limited to, attendance at scheduled medical appointments and providing relevant medical records or other relevant documentation as required. Failure to cooperate may result in discontinuation of the Sworn Officer's assignment to modified duty and/or loss of eligibility under the Heightened Risk FWCS.

16. Early Notice of Retirement Incentive

Employees who are or will be eligible for retirement who give written notice to their department head of an intention to retire under the provisions of the Cornell University Retirement System and who give notice at least one (1) year notice before the date of their retirement shall receive \$3,000 retirement bonus upon their retirement except for those employees who retire while disciplinary charges are pending against them or those who retire pursuant to a settlement of disciplinary charges or a settlement reached in lieu of disciplinary charges. Employees who are or will be eligible for retirement who give notice to their department head of an intention to retire under the provisions of the Cornell University Retirement System and who give notice at least 6 months notice before the date of their retirement shall receive \$1,500 retirement bonus upon their retirement except for those employees who retire while disciplinary charges are pending against them or those who retire pursuant to a settlement of disciplinary charges or a settlement reached in lieu of disciplinary charges. To receive the retirement bonus, the employee must provide a date certain for retirement and must retire within 30 days before or after the retirement date provided in their initial advance notice. Application for said retirement bonus shall be made only once during the employee's career. If, after giving notice of retirement, the employee fails to retire within the stated window of his/her retirement date, the employee shall be permitted to remain in service but will not be eligible to receive the retirement bonus then or at a future time when he/she actually retires. Payment will be made within one month following retirement.

17. Public Safety Ambassadors (“PSAs”)

1. Number of Public Safety Ambassadors
 - a. For PSAs assigned to perform the duties listed in subsection (h.) below, the University may employ at any given time up to 13 PSAs over the life of the contract.
 - b. The University may hire additional PSAs who are assigned to a specific college or fixed location, e.g., Johnson Art Museum, a specific college, and those numbers do not count towards the 13 PSAs identified in subsection (a), above.

c. All PSAs are available to be assigned to supplement Sworn Officers as provided in subsection 2. h.viii or to assist in an emergency as provided in subsection 2. h.xii.

2. Serve as Security Officers: Public Safety Ambassadors (“PSAs”) will function as “security officers” as that term is used in the parties’ current Recognition clause.

a. Unarmed: PSAs will be unarmed, including, but not limited to, they will not possess, be given or use firearms, pepper spray, tasers, batons, handcuffs nor anything of a similar nature even if considered less lethal than a firearm.

b. Licensed: PSAs will be licensed as “Security guard” under New York State requirements.

c. No law enforcement authority: PSAs will not be responsible for law enforcement, e.g., enforcement of Vehicle & Traffic Law, issuance of any ticket, including appearance tickets and criminal referrals to the Office of Student Conduct, criminal investigations, criminal pursuit, and intervention in the commission of a crime.

d. Internal Reporting System: PSAs will have access to the same reporting system as Sworn Officers, however they will only record non-criminal events.

e. Uniforms: PSAs will be issued a uniform distinguishable from those worn by Sworn Officers.

f. Radio: PSAs will be issued radios.

g. Vehicles: PSAs may be provided vehicles.

h. PSA Duties: Limited to the following, unless the parties agree in writing to additional duties:

i. Blue Light Checks and Activations

1. PSAs will be assigned to “scheduled” Blue Light checks;

2. If determined appropriate by Public Safety

Communications Center, PSA may be assigned to respond to a Blue Light “activation” to determine if a Sworn Officer is required to respond.

ii. Key Requests: PSAs will be assigned to assist faculty, staff and students who are locked out of their office, dorm room, etc.

- iii. Elevator Rescue: PSAs will be assigned to assist EH&S when an individual is stuck in an elevator and calls for assistance; the PSA will remain on-site until the elevator repair contractor arrives and the individual is out of the elevator.
- iv. Escorts: PSAs will be assigned in response to a request to accompany someone on campus.
- v. Parking Assistance: PSAs will be assigned to respond to requests from Transportation or others with respect to parking issues.
- vi. Non-criminal referrals to Office of Student Conduct;
- vii. Walking Patrols of Campus, Events and Fraternities and Sororities; for off-campus patrols, PSAs will not enter off-campus buildings and when police intervention is required, PSAs will contact the Authority having jurisdiction for the location at issue;
- viii. Serve as Supplement to Sworn Officers
 - 1. PSAs may be assigned to events as a supplement to the Sworn Officers usually and traditionally assigned, e.g., sporting events, concerts, dignitaries, commencement, Move-In and the like; they will supplement not replace the usual complement of Sworn Officers.
 - 2. Sworn Officers will continue to staff traffic posts they have been traditionally assigned. This does not limit traffic direction assignments performed by other entities on campus. Sworn Officers or the Public Safety Communications Center may direct PSAs to provide perimeter control and/or traffic safety at incident scenes.
- ix. Administer emergency first aid or CPR;
- x. Support the University's lost and found program;
- xi. PSAs will provide community assistance such as responding to questions for directions to students, staff, faculty, and visitors, and informing students, staff, faculty and visitors of campus resources and location of campus departments.
- xii. In the event of an emergency, the Public Safety Communications Center, Cornell Police Supervisor, or a Sworn

Officer may assign a PSA to perform non-law enforcement duties consistent with the role of a security guard.

- i. The parties recognize that this is a new program, and the University may want the duties of the PSAs to evolve or change. The parties agree to meet and discuss additional assignments and the approval of the CPU will not be unreasonably withheld; however, no additional duties shall be added without the written approval of the CPU.
3. Security Services Training: PSAs will receive the same University based training required for contracted security services.
4. Background Check/ Psychological Testing: PSAs will receive the standard background check for Sworn Officers. PSAs will also receive psychological testing as provided by Medical Leaves Administration.
5. Reporting Relationship: PSAs will report to the PSA Manager, when the PSA Manager is on duty. When the PSA Manager is not on duty, the PSAs will report to the on-duty Cornell Police Supervisor.

18. Shift Swaps

For the purposes of this document, the definition of Shift Trade or Swap is when patrol officers agree to switch or trade shifts for a particular day, or days, within a pay-period. A shift Trade or Swap would entail patrol officers agreeing to switch places on the master schedule for a particular day, or days, within a pay period.

- A. Shift Trades are designed to give employees some schedule flexibility. A Shift Trade is not designed to allow an employee to circumvent the existing schedule. Such a trade shall not exceed 1/3 or 33 percent of a bid.
- B. Both employees, involved in the Shift Trade must request the shift trade in writing via Cornell University Police Request Form Shift Trade Form CP66-1104.4 to the appropriate supervisors of each shift with a minimum of five (5) days prior to the Shift Trade. In the case of emergency, the five (5) days can be waived by both shift supervisors. Such request shall not be unreasonably denied by the supervisor of each shift.
- C. Shift Trades may be used in conjunction with a scheduled vacation.
- D. If a shift trade/ swap would extend to encompass more than 15 shifts of the current bid, the initiating employee will receive approval by officers based on seniority to respect the integrity of the bidding process. The union president or designee must provide the initiating employee a check sheet for

seniority sign off. The initiating member will attach this check sheet to the Shift trade/ swap request.

- E. Any employee on duty by virtue of a Shift Trade shall be entitled to the same benefits, privileges, and protections and shall assume the same responsibilities as any on-duty personnel. Reciprocating the Shift Trade is the responsibility of the employee.
- F. A Shift Trade party who calls in sick during the Shift Trade, shall do so in accordance with the existing policies. Employees who agree to the Shift Trade but fail to report to work the agreed Shift Trade due to reasons other than acceptable: "Emergencies or Sick," may be subject to disciplinary action.
- G. A Shift Trade constitutes an even exchange and neither party may become eligible for overtime pay because of the Shift Trade solely due to the exchange. A Shift Trade between the two parties must be completed within the same pay-period.
- H. In the event there is a need to cancel approved Shift Trade/ Swap both parties must agree to the cancellation and provide in writing, forty-eight (48) hours notice to management.

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