AGREEMENT BETWEEN

CORNELL UNIVERSITY

AND

TOMPKINS–CORTLAND COUNTIES

BUILDING TRADES COUNCIL,

MAINTENANCE DIVISION

JULY 1, 2015 THROUGH JUNE 30, 2020
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- Job Security
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- Building Trades Maintenance Assistant
- Minor Repairs Performed on Campus
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ARTICLE 1
RECOGNITION

This Agreement is between Cornell University, hereinafter referred to as the Employer, and Tompkins-Cortland Counties Building Trades Council, Maintenance Division, hereinafter referred to as the Union. The local unions which are members of the Tompkins-Cortland Counties Building Trades Council, Maintenance Division are the following:

Local #241 - International Brotherhood of Electrical Workers
Local #267 - United Association of Plumbers and Steamfitters
Local #277 - Northeast Regional Council of Carpenters
Local #3NY - Bricklayers & Allied Craftworkers
Local #178 - IUPAT Painter District Council No. 4
Local #112 - SMART Twin Tier Sheet Metal Workers
Local #785 - Laborers International Union of North America

The definition of craft maintenance as applied to this agreement shall be as follows:

All work associated with the demolition, repair, replacement, improvement to or construction of equipment, buildings, structures, utilities, and/or system or components thereof. Craft maintenance for trades assistants shall be limited to work assigned to individuals employed as building trade laborers and which directly assists the craft work performed by other employees covered by this agreement; the Employer is free to assign such work; provided, however, such assignment does not fall within the craft performed by other employees covered by this agreement.

Not included in the definition is the work associated with the monitoring, tests, lubrication, and other repetitive preventive maintenance work performed by Facilities Management mechanical maintenance staff or qualified technicians of such University offices as Environmental Health & Safety, etc.

The University and the Union recognize and agree that high standards of workmanship, efficiency, work quality and productivity are in their mutual best interests. To this end the Union shall meet periodically with representatives of the University, and the Union and its members shall
cooperate with the University in identifying the means to improve both workmanship and productivity.

The Employer recognizes the Union as the exclusive representative for electricians and lineworkers, painters, plumbers, steamfitters, controls mechanics, welders, refrigeration mechanics, carpenters, masons, sheet metal workers; and, building trade laborers, including journeypersons, apprentices and temporary employees (except temporary student trades assistants whom the Employer is free to hire as it deems necessary provided no regular building trade laborer is on lay off status under this Agreement) in such jobs, but excluding supervisors, all other employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. Any and all such employees shall receive at least the minimum wages and work under the conditions of this Agreement.

This Agreement shall be effective at Cornell University in Ithaca, New York, and shall include the University facilities in Tompkins County, New York, and cover craft maintenance performed at the University.

ARTICLE 2
DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2015 and shall continue in effect until June 30, 2020 at midnight, and shall be automatically renewed from year to year thereafter unless at least ninety (90) days prior to any termination either party serves written notice of termination on the other. If either party wishes to modify the contract for the next contract period, it will give at least ninety (90) days notice prior to the expiration of the contract indicating the Article(s) and Section(s) to be discussed, and negotiations will commence not less than sixty (60) days prior to the expiration of the contract. It is agreed that negotiation will be conducted on Cornell time limited to one person from each shop. If the parties are unable to reach an agreement on any changes or modifications to this Agreement, by the last day of June or the anniversary date of this Agreement, both parties shall use the State and/or Federal Mediation Service, to reach a settlement of the differences. However, by mutual consent of both parties the agreement to use the mediation services mentioned above may be stayed for a period not to exceed ten (10) days.
ARTICLE 3

NO STRIKE/NO LOCKOUT

Except as otherwise provided for in this Agreement or as provided for by law, the Union will not strike during the term of this Agreement.

It is understood that it is the right of the individual employee of the bargaining unit to respect the picket line of any of the local unions who are members of the Tompkins-Cortland Building Trades Council. This understanding in no way diminishes the obligation of employees to perform emergency work as mutually agreed to by the Union represented by the President of the Building Trades (or designee) and the University representative.

Otherwise, the Union will not authorize, engage in, encourage or condone any picketing, demonstration, slowdown, interruption of work, concerted failure to report to work or any other action by employees of the bargaining unit, other unions or other groups of employees which might in any way interrupt or interfere with the operations of the University for any purpose or reason whatsoever for the term of this Agreement. The Union shall take affirmative action to abide by these provisions. If an individual employee participates in any of the prohibited activities listed above, that employee’s lost time shall be unpaid time.

Nothing in this Article shall preclude the University from seeking legal or other redress of the Union, or legal or other redress of any individual for damage to or loss of University property, nor Nothing in this Article shall preclude the Union from seeking legal redress as appropriate under law should the University violate state or federal laws.

The University shall not lock out the bargaining unit members during the term of this Agreement.

ARTICLE 4

DISCIPLINE & DISCHARGE

The University and the Union agree to a procedure of progressive discipline. The parties adhere to the principle that discipline has the objective of improving the future performance of the employee. No employee shall be disciplined without just cause.
The steps in the procedure of progressive discipline shall include oral warnings, written warnings, suspensions and terminations. Disciplinary penalties, however, shall correspond to the severity of the matter. Performance appraisals will not be utilized as a step of progressive discipline.

In imposing discipline on a current charge, the University will not take into account any prior infractions that occurred more than eighteen months (18) prior to the date of the current infraction. The life of discipline may be extended by mutual agreement of the University and the Union.

ARTICLE 5
GRIEVANCE PROCEDURE

The purpose of this Article is to establish procedures for the processing and settlement of grievances. All grievances shall be handled and disposed of solely in accordance with the procedures prescribed in this Article.

Uniform Provisions for Grievance Procedures

- Grievance meetings will be held to coincide with the grievant’s working hours, whenever possible.

- Employees will only be paid for the time spent in attending grievance hearings when such time coincides with their regularly scheduled working hours.

- When the shop representative first becomes involved with the grievance, he/she and the employee may meet for up to thirty (30) minutes prior to either the Step 1 or Step 2 hearing. Such time shall be paid time.

- In no instance shall a grievance be filed after ten (10) working days from the date of the condition, circumstance, occurrence or knowledge of the occurrence which gives rise to the grievance. Working day within the meaning of this Article is defined as Monday through Friday, excluding all paid holidays.

- In no instance shall a grievance be filed later than one (1) calendar month following the occurrence.

- Grievance settlements shall not establish a precedent or practice for either party unless mutually agreed upon.

- The Union may withdraw a grievance at any step without prejudice or precedence.
Whenever the University fails to meet the time limits required in the grievance procedure, the Union may appeal the grievance at issue to the next step. Whenever the Union fails to meet the time limits required in the grievance procedure, the grievance shall be regarded as settled on the basis of the University’s last response or position. Initial steps and the time limits of the grievance procedure may be waived by written mutual agreement of the Union and the University.

Information/Document Exchange: At any stage of the grievance/arbitration procedure, a party may request, and the opposing party must supply, relevant, non-confidential information/documents needed to assess or present the requesting parties' case. The arbitrator, if appointed to hear the underlying dispute, shall have the jurisdiction to enforce this provision.

Non-jurisdictional Grievances
Definition: A grievance shall be defined as a claim by an employee or the Union that an act or omission by the employer or its agents violates a provision of this agreement.

Informal Resolution
If a regular employee has a problem in connection with his/her employment he/she should discuss that concern with his/her immediate supervisor as soon as possible after the problem arises. The employee may bring his/her union trade representative with them when they discuss the concerns with the supervisor.

Step 1
Employees shall request a meeting with the respective manager and/or his/her designee to verbally present a grievance. The manager or designee shall schedule the grievance meeting within three (3) working days of the request. At the employee’s request the union trade representative shall attend the meeting.

Step 2
If there is no acceptable resolution of the grievance at Step 1 the employee and/or the union trade representative and the respective business agent may file a formal grievance at Step 2 within five (5) working days from the date of the Step 1 meeting. A formal grievance shall be written,
identifying the terms of the Agreement alleged to have been violated, the date of the occurrence, the names of individuals involved, a brief description of the occurrence and the remedy sought by the grievant. The grievance shall be filed with the Human Resource Representative for Infrastructure Properties and Planning (IP&P) who shall sign and date its receipt.

The grievance shall be scheduled and heard, in person, within five (5) working days from its receipt. A written response shall be given by management to the grievant and union trade representative within five (5) working days from the date of the Step 2 meeting.

Step 3
In the event that the grievance remains unresolved to the satisfaction of the grievant and or Union, the Union may appeal it to Step 3 by filing a written appeal with the Director of Workforce Policy & Labor Relations within ten (10) working days of the Step 2 response.

The grievance will be heard, in person, within ten (10) working days from receipt of the appeal by the Director of Workforce Policy & Labor Relations. The Director of Workforce Policy & Labor Relations will respond to the grievance in writing within ten (10) working days of the Step 3 meeting.

Step 4
When the University’s Step 3 response fails to satisfy the Union, the Union may demand arbitration of the matter by submitting that demand in writing to the University within ten (10) working days of the Step 3 response. The parties will thereafter attempt to agree on a mutually acceptable arbitrator to hear and decide the matter. If the parties are unable to agree on an arbitrator or in the event the agreed upon arbitrator cannot or will not accept the assignment, either party may request a panel of nine (9) arbitrators from the Federal Mediation Conciliation Service (FMCS). The parties should then strike the names and/or number their selections and return the panel to the FMCS for the designation of an arbitrator. If no arbitrator is selected from the first panel, the FMCS shall send the parties a final panel of five (5) arbitrators. The parties will then strike names, alternately, until the name of the arbitrator who is to serve remains. The party who strikes first will be determined by lot.
The jurisdictional authority of the arbitrator is defined and limited to the
determination as to whether there have been violations of the provision
or provisions of the Agreement as set forth in the written grievance; the
arbitrator shall have no power to add to, subtract from, or modify any of
the terms of this Agreement. The decision of the arbitrator shall be based
exclusively on evidence presented at the arbitration hearings and shall
be final and binding on all involved parties. Where the decision of the
arbitrator includes an award for back pay, the award shall be limited to
the amount of wages that the employee otherwise would have earned, less
any unemployment compensation. 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 cost of the arbitrator shall be borne equally between the parties to this
Agreement. The parties shall bear their own expenses for arbitration and
share in the arbitrator’s fee and expenses equally.

**Process for Jurisdictional Issues and Intra-Union and Non-Union Disputes**

Definition: A jurisdictional dispute shall include a claim by the Union or
one of the craft unions listed in Article 1, Recognition, that employees
represented by a different labor organization were improperly assigned
work that should have been assigned to employees represented by the
Union or listed craft union. A grievance which alleges that the employer
failed to apply terms of this agreement to any work defined as “craft
maintenance” under this agreement, by assigning work to non-union
personnel shall also be addressed under this procedure, as will disputes
involving intra-union work assignments.

**Step 1**

The Union representative may file a formal grievance with the Director of
Workforce Policy & Labor Relations within ten (10) working days from
the date of the alleged violation. The formal grievance shall be written,
identifying the terms of the Agreement alleged to have been violated,
the date of the occurrence, the names of individuals involved, a brief
description of the occurrence and the remedy sought by the grievant.

The grievance shall be scheduled and heard within five (5) working days from
its receipt. **A written response shall be given by management** to the Union
representative within five (5) working days from the date of the Step 1 meeting.
Step 2 - Grievance Mediation
If the parties fail to resolve the dispute through the Step 1 process, within twenty (20) working days from the receipt of the Step 1 answer, the Union may request a Federal Mediator from the Federal Mediation and Conciliation Service for the purpose of grievance mediation. The parties shall meet with the mediator at the earliest possible date in an attempt to resolve the dispute.

Step 3 - Arbitration
If the parties fail to resolve the dispute through the Step 2 process the President of the Building Trades Council may appeal the grievance to arbitration by submitting an official written notice to the Director of Workforce Policy & Labor Relations within thirty (30) working days after the mediation meeting. The parties will thereafter attempt to agree on a mutually acceptable arbitrator to hear and decide the matter. If the parties are unable to agree on an arbitrator or in the event the agreed upon arbitrator cannot or will not accept the assignment, either party may request a panel of nine (9) arbitrators from the Federal Mediation Conciliation Service (FMCS). The parties should then strike the names and/or number their selections and return the panel to the FMCS for the designation of an arbitrator. If no arbitrator is selected from the first panel, the FMCS shall send the parties a final panel of five (5) arbitrators. The parties will then strike names, alternately, until the name of the arbitrator who is to serve remains. The party who strikes first will be determined by lot.

The jurisdictional authority of the arbitrator is defined and limited to the determination as to whether there have been violations of the provision or provisions of this Agreement as set forth in the written grievance. The arbitrator shall have the authority to issue an appropriate remedy which may include a monetary award. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be based exclusively on evidence presented at the arbitration hearings 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.
ARTICLE 6
LAYOFF AND RECALL

In the event there is a reduction in force, for each affected trade, seniority will be followed on a last-in, first-out basis. Workers may be laid off out of seniority order for not more than forty (40) hours during a fiscal year from July 1 to June 30. Once a worker has been laid off for forty (40) hours the worker will not be laid off again out of seniority order. Workers may, at their own choice, use vacation time earned to maintain wages for these hours. Vacation hours used instead of reduction in force no pay status will count toward the forty (40) hours in which a worker may be laid off out of order of seniority.

No regular employee will be laid off for any amount of time if the University has any temporary workers in that trade in the previous fifteen (15) calendar days.

At least one (1) week notice of reduction in force will be given to the President of the Tompkins-Cortland Counties Building Trades Council and the Representative of the workers in the affected trade(s) if the reduction is expected by the University to be five (5) or more full working days. Notice to the Union shall be prior to notice to the workers and will include the number of workers in each affected trade to be laid off and the number of days the layoff is expected to be in effect.

The University and the Union in applying this bona fide seniority system will remain aware of their affirmative action commitment under Article 29, Fair Employment Practices, of this contract.

The University has the right to retain at least one (1) apprentice in each trade, or one (1) apprentice for each six (6) working journeypersons or fraction thereof, whichever is larger, out of line of seniority. In the event there are more apprentices in any trade than the University wishes to retain under the above, such apprentices will go into the seniority pool with the journeypersons. No new apprentices will be added in any trade while one (1) or more journeypersons is on layoff status in that trade.

The Air Conditioning/Refrigeration (ACR) Shop is not considered a separate trade for the purposes of the above provisions. In the ACR Shop, total continuous regular employment time with the University in any shop
covered by this contract as a journeyperson or apprentice at Cornell shall be used to compute seniority. (Workers who were transferred into ACR or who may be transferred into ACR will have seniority from the date of transfer, unless required by labor law to be credited with seniority from the date last employed by the University as a skilled craftworker.)

Seniority for reduction in force purposes is defined, except in the special cases stated above, as continuous time in the respective trade as a regular employee at Cornell as a journeyperson or apprentice. Breaks in service will be determined in accordance with standard University policy at the time of layoff or recall. If there is a need to lay off out of line with seniority to retain special skills, the parties will meet to discuss such special situations.

A seniority roster will be made available once a year on April 1. Changes made in the seniority roster since the prior year’s posting are open to challenge. Any employee who does not challenge such changes in the seniority date on that roster within one (1) month of the date posted shall have it considered correct.

An employee laid off for not more than two (2) consecutive full pay periods will continue to accrue fringe benefits during this layoff. Recall will be in inverse order of layoff. Recall rights are only effective for the balance of this contract or twelve (12) months, whichever is greater. If an employee who has been laid off following the signing of this contract and who is recalled during the life of this contract, the employee shall have the employee’s full accrued health and personal leave as of the date of the layoff credited to the employee upon return.

An employee may be recalled out of order of inverse seniority to meet a temporary situation or emergency where a particular problem requires an individual with specific skills. The senior employee with the specific skills will be recalled first. The President of the Tompkins-Cortland Counties Building Trades Council and the shop representative in the affected shop(s) will be notified prior to an out of seniority order recall. The notification will include the specific job and the expected duration of the specific job. Should a worker feel aggrieved by an out of seniority order recall, the worker may grieve under Article 5, Grievance Procedure, of this contract.
Workers are responsible for keeping the department and the Union informed of an address and telephone number of record where they can be reached. Recall must be accomplished by telephone if possible and certified mail with return receipt to the last address of record. A copy of the certified letter will be sent to the President of the Council and to the appropriate union trade representative. If an employee fails to report to work within three (3) working days of the date of receipt of the certified letter the employee shall be considered to have voluntarily resigned unless physically or mentally unable to report as required. If a worker maintains a physical and mental inability to report, within three (3) working days of notice of recall, the employee will provide the Associate Vice President of Facilities Management with a specific written statement from a medical doctor that the employee is unable to report and giving the expected duration of such inability. The employee shall have the continuing responsibility of informing the department of changes in this status. In the event the employee does not submit the written doctor’s statement or report as required the employee will be deemed to have voluntarily resigned.

ARTICLE 7
FILLING VACANCIES (NEW EMPLOYEES)

When new or additional employees are required, the Employer shall notify the Union before hiring any applicant. The Union shall then be given an opportunity to refer applicants for the vacancy, provided that in such referral the Union shall not discriminate against any job applicant because of membership or non-membership in a local union, and provided further that the Employer shall retain the right to reject any applicant who, in the Employer’s judgment, is not suitable or qualified for the work to be performed. The provisions of this Article shall not apply to the appointment of temporary employees as regular full-time employees, which may be made without notification to the Union. A physical examination shall be required for all new employees.

ARTICLE 8
UNION SECURITY

All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this Agreement and all
employees shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first (31) day following, (a) the date of their employment, or (b) the effective date of this Agreement, whichever is later.

The President of the Tompkins-Cortland Counties Building Trades Council, Maintenance Division is the primary representative of the Union. The President may delegate his/her responsibilities to other union trade representatives.

The adjustment by union trade representatives and/or union stewards of day-to-day, minor issues without the participation or approval of the President of the Tompkins-Cortland Building Trades Council, Maintenance Division, will not set a precedent for future issues and grievances.

To assist the President with union representation, university trade employees will serve as Stewards as follows, Lead Steward Representative, Assistant Lead Steward Representative, Zone Representative for each zone as designated by Infrastructure, Properties and Planning (IP&P) and one Steward for each trade (Trade Representatives).

The University agrees to compensate up to fifteen (15) union trades representatives for lost work time spent in scheduled negotiations and quarterly meetings. Lost work time shall mean only those hours the employee is regularly scheduled to work.

**ARTICLE 9**

**APPRENTICE TRAINING**

The Employer agrees to participate in the Joint Apprentice Selection and Training Programs which have been established for the respective unions and which are in active and regular operation in compliance with Federal and/or State apprenticeship standards. For such programs, the Employer agrees to contribute ($.05) per hour for every hour worked by a journeyperson in the respective trade covered under this Agreement into the appropriate joint apprentice training trust fund for that trade which shall be established and administered in compliance with Section 302 of the Labor Management Relations Act, 1947. Such trades shall include all those listed in Article 1, Recognition.
No such payment shall be made, however, except on written request of the specific trade(s) involved, and only upon certification of the President of the Tompkins-Cortland Counties Building Trades Council that all of the conditions of this section have been met.

Such funds will be paid annually on or before July 31 where they have been earned as specified in this section.

The University agrees to provide the Union with a list of the journeypersons and their hours worked when such payment is made.

ARTICLE 10
WAGES

Wages for each trade will be paid according to the schedule listed below.

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General Forepersons shall be compensated at a rate equal to one hundred and twelve percent (112%) of the journey person rate for their respective trade. The General Foreperson will receive General Foreperson wages during the performance of the specific job for all hours paid while in such assignment.

Forepersons shall be compensated at a rate equal to one hundred and eight percent (108%) of the journeyperson rate appropriate for their tier for the specific craft involved. A foreperson is a journeyperson who has been assigned by the supervisor to oversee the work on a specific job or function. Forepersons are expected to carry out the normal duties of the trade. The foreperson will receive foreperson wages during the performance of the specific job for all hours paid while in such assignment. The foreperson will be notified of a change back to the journeyperson rate by the end of their shift on the workday before the change is to occur.
Any employee who is assigned, by their supervisor, to a General Foreperson or Foreperson position on a temporary assignment that is at least one working day, will be temporarily paid as per the rates listed above.

Seniority for the purposes of this Article shall have the same definition as that set forth in the sixth paragraph of Article 6, Layoff and Recall.

Apprentice rates shall be paid in accordance with Appendix 1, Apprentice Wages.

Except for Temporary Student Trades Assistants, temporary workers will be hired in accordance with Article 7, and will be paid at the rate, and the University shall make one contribution to each Local Union on a monthly basis on their behalf to the employee benefit funds in accordance with the rates, as set forth in the collective bargaining agreements identified in Appendix 2 to the Agreement.

The Union agrees to provide to the University, as soon as possible, any changes in the rates of pay stipulated in construction contracts in effect in the Tompkins County area.

Paydays shall be on alternate Thursdays.

ARTICLE 11
TRANSPORTATION ALLOWANCE

Employees who regularly use their private vehicle for university service shall receive one-hundred-sixty-six dollars and twenty-three cents ($166.23) bi-weekly effective the first pay period in July 2015 and this amount will change each year of the Agreement as determined by the variance in the Consumer Price Index-All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics for the period June - May of the preceding months. If the Consumer Price Index-All Urban Consumers (CPI-U) is less than or equal to zero, the amount will not change.

Employees who are absent more than five (5) consecutive working days for workers’ compensation or NYS disability will not be paid a personal transportation allowance during that time.
Excess of the employee’s primary auto insurance and subject to the terms and conditions of University Policy 4.9, Legal Defense and Indemnification, the University shall indemnify and hold harmless and provide a legal defense to any bargaining unit employee who in the course of his/her employment and while using his/her personal vehicle is involved in an accident.

The University reserves the right to develop and implement alternate means of transportation and has the exclusive right to determine the application of the provision.

ARTICLE 12
EMERGENCY CALL BACK

In the event that an emergency requires calling in an employee to work after they have left the premises, the employee shall be compensated at a minimum of four (4) hours straight time, or time and one-half (1 1/2) for actual hours worked, whichever is greater. In the event the employee works four (4) hours or more between 11 p.m. and 7:30 a.m. prior to a normal workday, the employer will grant the employee one (1) hour rest time, paid at straight time, for each hour so worked. Rest time will not be granted if the employee is called in after 4:30 a.m.

In the event an emergency requires the performance of diagnostic or related work by an employee who has left the premises and such work can be performed without return to the premises, the employee shall be compensated at a minimum of one (1) hour pay or actual hours worked, whichever is greater, paid at time and one-half (1 1/2).

General Provisions
In the event the emergency extends more than four (4) hours into the next normal work day, then, in lieu of rest time, all emergency hours worked will be paid at the rate of time and one half (1 1/2). If time remains in the shift when the emergency ends, the employee shall then be given rest time, paid at the straight time rate, for such remaining shift hours.

Each shop/zone shall prepare a list of employees which includes their specialty skills information, a correct off-hours telephone number and their desire to work Emergency Call Back. Employees who do not wish to work Emergency Call Back will be called if no other employee is
available or their special skill is required. This list will be updated once per quarter and kept on file with the EMCS service center and the IP&P Customer Service Center.

This provision does not apply to any pre-scheduled or non-emergency overtime assignments.

ARTICLE 13
TOOLS AND EQUIPMENT

Employees shall provide such hand tools as are ordinarily and customarily provided by skilled tradespeople under local area union agreements for each trade. Cornell University shall be responsible for the replacement of tools that it provides but only on the presentation of the broken or worn-out tool. Recognizing that workers are normally careful with their tools but that occasional losses do occur, where a Cornell issued tool is lost and the employee has not frequently lost tools in the past, the employee’s supervisor may as a matter of discretion issue a replacement tool.

Prescription Safety Glasses
The parties agree that there has been a best practice of providing an allowance for prescription safety glasses. They further agree that on a going-forward basis, such allowance shall be provided as follows: up to two-hundred-fifty dollars ($250.00), on a bi-annual (every two years) basis, for prescription safety glasses. Appropriate documentation of purchase of such glasses is required from the employee before the allowance can be issued.

ARTICLE 14
HOURS OF WORK AND OVERTIME

The normal workweek is Monday through Friday, 7:30 a.m. - 4:00 p.m. The University has the right to alter the work schedule of any employee(s) within the unit. The department shall give an employee at least five (5) working days minimum notice of a shift change that will last more than two (2) weeks. The department shall give an employee at least forty-eight (48) hours minimum notice of all schedule changes or the department will pay the employee one and one-half (1-1/2) times their regular rate for all hours worked during the shift for which notice was not provided.
The work week for pay purposes begins at 12:00 a.m. Thursday and ends at 11:59 p.m. Wednesday and consists of five (5) work days and two (2) consecutive days off unless the employee and supervisor mutually agree otherwise. An employee who works a schedule during a Thursday through Wednesday period which does not include two (2) consecutive days off will receive four (4) additional hours of pay at their regular rate. A shift consists of a minimum of two (2) consecutive work days. This differential shall not be considered in the computation of any premium rate and shall not be paid for any hour of which overtime is paid. Article 12, Emergency Call Back, shall not apply when this provision is used. The University will seek journeyperson volunteers to work the second or third shift who are qualified to perform the necessary work. If there are insufficient numbers of volunteers, the University can with forty-eight (48) hours written electronic notice to the president of the Union, with a copy to the business representative for the employee(s) in the affected trade, assign qualified journeypersons(s) to perform the work on the basis of reverse seniority.

The shifts are defined for pay purposes as having the following range of scheduled start times:

1st Shift: 5:30 AM – 9:30 AM.

2nd Shift: 9:31 AM – 5:29 PM. Second Shift is paid at regular rate plus $3.00 per hour.

3rd Shift: 5:30 PM – 5:29 AM. Third Shift is paid at regular rate plus $4.00 per hour.

Employee requested flextime schedules and other special agreements reached between the union trade representative and management related to hours of work are excluded from the terms of the shift pay provisions and weekend shift pay.

Employees shall be paid one and one-half (1 1/2) times their regular rate for all shifts on Saturday and all shifts on Sunday.

Hours worked in excess of eight (8) in one (1) day will be paid at the rate of time and one-half (1 1/2) the employee’s regular rate.

While the University will make every effort to accommodate an employee’s request to be excused, the University reserves the right to require employees to work overtime.
Any employee required to work more than sixteen (16) consecutive hours prior to a normal work day shall be entitled to one hour paid rest time for each hour worked over sixteen (16).

**ARTICLE 15**

**PAID HOLIDAYS**

Regular full-time workers employed under this Agreement are entitled to the following paid holidays or days celebrated as such by Cornell:

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

Any vacation or health and personal leave requests will be granted for the workday preceding the winter holiday period. If the employee has no accrued vacation or health and personal leave, this day will be granted without pay.

Requests from military veterans for leave to observe Veteran’s Day will be granted.

**Pay For Holiday Work**

Employees who are required to work on a University holiday will receive pay in accordance with one of the following options:

- Employees required to work on a university holiday will be paid 1.5 times their hourly rate for hours actually worked on that holiday plus regular pay for the balance of the hours, if any, not worked on the holiday. In addition the employee shall receive paid leave time off equal to the number of hours worked on that holiday, not to exceed the employees normal standard work day.

- At the discretion of the department, employees may be granted straight time pay for the hours worked on that holiday plus straight time pay for the balance of the workday, if any. In addition, the
employee shall receive 1.5 hours of paid leave time for hours
worked on the holiday.

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

Paid leave time off will be scheduled at the mutual agreement of the
employee and the supervisor, in keeping with the operating needs of the
department and federal and state law. Paid leave time must be used by
October 15th of the year in which it was earned unless an extension is
mutually agreed to by the employee and the supervisor.

**ARTICLE 16**
**PAID VACATIONS**

Regular full-time workers employed under this Agreement are entitled to
earn vacation under the following schedule:

<table>
<thead>
<tr>
<th>Upon Completion of</th>
<th>Weeks Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) year through five (5) years of service</td>
<td>Two (2)</td>
</tr>
<tr>
<td>Five (5) years through ten (10) years of service</td>
<td>Three (3)</td>
</tr>
</tbody>
</table>

Upon completion of eleven (11) years of service and for each full year of
service thereafter up to fifteen (15) years of service, the employee shall
receive a day of paid vacation in addition to the fifteen (15) days. No
employee shall earn paid annual vacation in excess of twenty (20) days.

New employees hired before January 1 of a given year will be able to take
vacation after June 30 of that year to the extent of vacation earned (at the
accrual rate of six and two-thirds (6 2/3) hours per month) provided that
they plan to remain with Cornell at least one (1) year.

After each employee completes the first year of service, the employee’s
vacation will be credited monthly. Vacation cannot be taken before it is
earned.
On the anniversary date marking completion of five (5) years of credited service at Cornell, employees shall be immediately credited with sixty (60) hours of vacation in addition to any already accrued. Employees with more than five (5) years of credited service at Cornell who transfer into the bargaining unit are not entitled to the additional sixty (60) hours of vacation. Cornell employees who transfer into the department may bring up to three-hundred-twenty (320) hours of vacation balance. Employees shall receive this additional sixty (60) hours of vacation only once during the life of their employment at Cornell. The maximum accrual of vacation is three-hundred-twenty (320) hours. Exceptions to the maximum accrual must be approved in advance by the Associate Vice President of Facilities Management for IP&P. Unless an exception is approved in advance, the excess will not be carried over beyond October 15th of any given year. Each year, as of October 15th, leave balances that exceed the maximum will automatically be adjusted to the appropriate maximum.

Vacations are to be taken at a time mutually convenient to the employee and the employee’s supervisor provided that each employee shall have the right to schedule two (2) weeks of vacation at the employee’s sole discretion so long as no more than one-fourth (1/4) of his shop is off work or scheduled to be off work during the requested period. Such requests for vacation must be made at least two (2) weeks in advance to the supervisor and will be honored on a first come-first served basis.

If an employee on approved non-layoff related vacation is called in to work, the employee will be paid for the vacation hours worked that day at time and one-half (1 1/2) the regular straight time rate instead of being paid vacation for those hours. The employee will not be charged vacation for the hours worked. These premium work hours will count toward time worked in the day or payroll week on a straight hour for hour basis.

Workers temporarily laid off for less than six (6) months shall have the option of using their accrued vacation before going on no-pay status. The deferring of vacation does not extend recall rights, fringe benefits, or seniority.

**ARTICLE 17**

**HEALTH AND PERSONAL LEAVE**

The parties adopt the University’s Health and Personal Leave Policy.
The University shall notify the Union to discuss any plan to reduce the maximum or rate of accrual.

ARTICLE 18
JURY DUTY

Regular full-time employees subpoenaed for jury duty will receive compensation at their normal base rate for the actual time required for jury service.

Employees serving on jury duty are expected to work during normal working hours when excused from court when more than one-half (1/2) day, excluding travel time from court, remains in his/her work day or unless excused by his/her supervisor, i.e. more than one-half (1/2) day must remain in the shift once the employee arrives at the worksite from court.

An employee who works a schedule other than a normal schedule of Monday through Friday who is selected for Jury Duty may request a temporary schedule change. Such requests will be considered on a case by case basis in keeping with business needs.

ARTICLE 19
FUNERAL LEAVE

Regular full-time employees shall receive a maximum of three (3) days leave with pay when a death occurs in an employee’s immediate family. The immediate family consists of a spouse, domestic partner, child, stepchild, sibling, parent, stepparent, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

For the funeral of other relatives, a fellow employee in the immediate work unit, or when serving as a pallbearer, a maximum of one-half (1/2) day for a local funeral and one (1) day for an out-of-town funeral may be granted with pay. In all other cases time may be taken, and charged to vacation time.

ARTICLE 20
MILITARY TRAINING LEAVE

Regular full-time employees who are members of the National Guard,
Army, Navy, Marine Corps, Coast Guard, and Air Force Reserve shall be granted a military leave with pay for their annual training duty for a period not to exceed 30 calendar days during any one (1) year. Leave will not be granted for training for a period less than seven (7) days.

ARTICLE 21
LEAVES OF ABSENCE WITHOUT PAY

Regular full-time employees with at least one (1) year continuous service, with the approval of the Associate Vice President of Facilities Management, may request a leave of absence without pay in accordance with the following:

Family Illness
An employee may be granted a leave without pay for unusual home conditions or family circumstances. This leave is normally granted for three (3) months but in no event may it exceed one (1) year.

Educational Leave
An employee may be granted a leave without pay for a formal program of education; the leave for three months, renewable, and not to exceed one (1) year.

Travel
An employee may be granted a leave without pay for three (3) months for travel, renewable, and not to exceed one (1) year.

Military Service Leave
A regular full-time employee will be granted a leave of absence for military service in accordance with a Universal Military and Training Service Act of 1941, as amended. Employees on military leave shall not accrue vacation or health and personal leave, but will accrue time toward retirement and may continue their health insurance and group life insurance.

Other
An employee may be granted a leave without pay for up to one (1) year for other reasons deemed appropriate by the University.

An employee returning from any of these leaves of absence, except
military leave, may be required to furnish a physician’s statement as to the employee’s fitness for the performance of the employee’s duties prior to a return to work, and may be required to have a physical examination by a University physician.

These leaves of absence, except military, will be granted with the understanding that an employee will have the first consideration for employment when the employee is ready to return to work. There is no assurance that the employee will be reinstated in the employee’s former position unless such specific arrangement has been made by the department at the time the leave is granted. Absences beyond one (1) year will be considered a resignation, except for military leaves. The periods of leave of absence will be exclusive of vacation pay.

Employees on leave of absence shall not accrue vacation, health and personal leave or other fringe benefits, but may continue their Health Insurance and Group Life Insurance, provided premiums are paid in advance by the employee at full rate. Arrangements should be made to pay this in advance.

ARTICLE 22
VOTING TIME

Employees will be allowed time off to vote up to a maximum of two (2) hours, without loss of pay, if there are not four (4) consecutive hours either before or after their shift in which to vote.

ARTICLE 23
INCLEMENT WEATHER POLICY

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

Employees who are not required to report to or remain at work shall be paid at their regular rate for the hours scheduled that day but not worked due to the closing.
Those employees on approved scheduled vacation or health and personal leave during such a closing shall be charged leave time, regardless of the weather conditions.

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

An employee may request to leave a work assignment early due to severe weather and travel conditions. Such requests shall be honored unless it would cause unreasonable hardship for the University and shall not be charged as an unscheduled absence.

**ARTICLE 24**

**WORKER’S COMPENSATION**

Workers covered under this contract who lose time because of an accident or illness incurred at work, will continue to receive regular pay during the first thirteen (13) weeks of total temporary disability. There is a waiting period for the first five (5) days unless the worker is absent for more than fourteen (14) days. These five (5) days may be charged against accrued health and personal leave or vacation.

If the disability keeps the worker from working for more than fourteen (14) days the worker will be compensated from the first day of absence with no charge against accrued leave, vacation or overtime.

Workers disabled for more than thirteen (13) weeks will receive a benefit equal to two-thirds (2/3) of the worker’s average weekly wage not to exceed the New York statutory rate awarded by the Worker’s Compensation Board for the duration of the total temporary disability.

Any medical expenses incurred as a result of such injury at work will be paid for by the University. The worker should not pay for any such expenses from their own funds.

When a worker returns to work after an absence caused by an accident or illness the worker may be required to furnish a physician’s statement as to
fitness to perform usual duties. The worker may also be required to have a physical examination by a University physician.

ARTICLE 25
CLOTHING

The University will make a reasonable monetary reimbursement for clothing rendered useless through unusual or accidental events on the job. The University will not reimburse employees for clothing worn out by normal wear and tear. Each case will be considered on the basis of the circumstances surrounding it. In the event a request for replacement is denied it may be appealed within one week to the Zone Facility Director for final determination. The University shall have the exclusive right to determine the application of this provision in each case.

If safety shoes are required by the employer, the employee shall be reimbursed by the employer for purchase(s) of up to one-hundred-fifty dollars ($150.00) annually, as long as the employee provides an appropriate receipt. The employee or employer may request a Personal Protective Equipment assessment to be conducted by either the Facilities Management Safety Manager or a representative from Environmental Health and Safety to determine whether safety shoes are required.

ARTICLE 26
VOLUNTEER FIREFIGHTERS AND EMERGENCY MEDICAL TECHNICIAN LEAVE

Volunteer firefighters and/or an Emergency Medical Technicians (EMT) must validate their association with a volunteer fire department and/or volunteer emergency ambulance corps upon request from a supervisor.

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. Whenever possible, the employee shall request to leave from his/her supervisor before
departing the work place. The employee shall not depart from work
knowing that such departure may cause or contribute to unsafe conditions
at the University or damage to University property.

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 paid leave 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 paid leave time off for any time greater than their shift
assignment for that day.

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 paid leave 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 27
DIRECT DEPOSIT

Bargaining unit employees are encouraged to participate in the direct
deposit program so long as the University payday remains alternate
Thursdays.

ARTICLE 28
OTHER BENEFITS

The University agrees to automatically extend to the Union any
adjustments in the following benefits:
Air Travel
Cornell Health Care Plan (including prescription drug plan)
Contract College Health Care Plans
Cornell children’s Tuition Scholarship (CCTS) Program
Group Life Insurance
Cornell Long Term Disability
Cornell University Retirement Plan (CURP)
New York State Employees Retirement System Benefits (NYSERS)
Workers’ Compensation
Cornell Short Term Disability Plan
Family & Medical Leave Act
Personal Accident Insurance
Faculty & Staff Assistance Program (FSAP)
Flexible Spending Accounts
Tax Deferred Annuity (TDA) Program
Paid Holidays (Ithaca Campus Only)
Flexibility in the Workplace
Health & Personal Leave
Sick Leave Conversion for Post-Retirement Health Insurance
Emergency Responder Leave

ARTICLE 29
FAIR EMPLOYMENT PRACTICES

The employer and the Union affirm the principle of equal employment opportunity. There will be no discrimination to the extent prohibited by law with reference to terms and conditions of employment because of race, creed, color, sex, age, religion, national origin, citizenship, marital status, protected veteran’s status, disability, sexual orientation or on any other basis as prohibited by law, except where age or sex is a bona fide occupational qualification. The Union acknowledges receipt of a copy of the Employer’s Affirmative Action and Workforce Program and will assist in implementing said program.

ARTICLE 30
MANAGEMENT RIGHTS

The parties agree that operation of the University including management and direction of its employees, and their work, is the exclusive right of the
University. Certain functions, powers and responsibilities belong solely to the University, prominent among which, but not wholly inclusive are: to determine the qualifications for hiring, promotion and transfer; to supervise the employees; to determine standards of quality and performance; to establish and enforce reasonable work rules; to determine the work to be performed and who is to perform it within the established craft jurisdictions; to determine the hours of work, except as limited by Article 14, Hours of Work and Overtime; to determine what methods and equipment will be utilized together with all staffing requirements; to sub-contract, or to contract out, provided that, only with respect to work that falls within the jurisdiction of the craft unions covered by this Agreement and that is performed within the geographical limitations of the job site, the University will sub-contract or contract out to sub-contractors or contractors who have agreements with craft unions listed in Article 1, Recognition; to terminate or divest itself of any part of the University operation, temporarily or permanently; to establish rules and procedures for discipline and discharge employees for just cause; to establish, change, or eliminate appropriate job classifications.

It is understood that all the functions, powers, and responsibilities of the University are retained except those expressly modified by an express provision of this Agreement.

The University must inform the Union, at least ninety (90) calendar days in advance of the termination or divestment of itself from any part of the University operation.

ARTICLE 31
HEALTH AND SAFETY

The Union recognizes that management has an obligation to comply with the Occupational Safety and Health Act (OSHA). Management reserves the right to reassign workers from one job site to another for safety reasons and/or to avoid potential or real OSHA violations. The Union acknowledges management’s right to establish safety programs and procedures and to take whatever steps are necessary to comply with OSHA regulations.

The Union will make a reasonable effort to train employees to become familiar with OSHA requirements and to report hazards to their immediate supervisors.
The Union recognizes that management has an obligation to comply with Federal, State, and local laws, regulations, and public policies concerning energy conservation measures.

APPENDIX 1
APPRENTICE WAGES

An Apprentice in a particular craft shall be paid a percentage of the regular full-time journeyperson rate provided under the terms of this Agreement for that craft, for each credited one thousand (1,000) hours of training or six (6) month period.

All apprentices shall be paid in accordance with the percentage schedules in effect for the respective downtown trade programs.

If a current regular full-time Cornell trade laborer and maintenance assistant is hired into an apprentice program, the employee’s current wage shall be frozen until the apprentice schedule coincides with the current wage.
## APPENDIX 2

**TEMPORARY TRADES CONTRACTS AND BENEFIT FUNDS**

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<thead>
<tr>
<th>Northeast Regional Council of Carpenters Local #281</th>
<th>Laborers International Union of North America #785</th>
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<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>Dues</td>
</tr>
<tr>
<td>Pension Fund</td>
<td>Welfare</td>
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<td>Defined Contribution Fund</td>
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<td>Defined Contribution</td>
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<td>Empire Labor Management Fund</td>
<td>Training Fund</td>
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<td>Education and Training Fund</td>
<td>LECET</td>
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<td>NY State Health &amp; Safety</td>
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<td>Industry Advancement Program</td>
<td>Death Benefit Fund</td>
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<td>(we do not pay this)</td>
<td>Political Action Fund</td>
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<tr>
<th>International Brotherhood of Electrical Workers #241</th>
<th>IUPAT Painter District Council No. 4</th>
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<td>IBEW</td>
<td>Dues</td>
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<tr>
<td>NEBF</td>
<td>CNY Health &amp; Welfare</td>
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<td>Health &amp; Welfare</td>
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<td>Pension Fund</td>
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<td>Apprentice &amp; Training</td>
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<td>Dues</td>
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<tr>
<th>Bricklayers &amp; Allied Craftworkers Local #3NY</th>
<th>United Assoc. of Plumbers and Steamfitters Local #267</th>
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<tr>
<td>Dues</td>
<td>Working Dues Assessment</td>
</tr>
<tr>
<td>BAC/PAC</td>
<td>Benefit &amp; Defense Fund</td>
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<td>Organizational Fund</td>
<td>Health &amp; Welfare</td>
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<td>International Pension Fund</td>
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<td>Training Fund</td>
<td>Annuity</td>
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<td>International Masonry Institute (IMI)</td>
<td>Apprentice Training Fund</td>
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<td>Pension</td>
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<td>IPF-PPA Assessment</td>
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<td>(could not find in contract)</td>
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<td>Market Recovery (not found in contract)</td>
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<tr>
<th>SMART Twin Tier Sheet Metal Workers #112</th>
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<td>Working Assessment Dues</td>
<td>Working Dues Assessment</td>
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<tr>
<td>Vacation Fund</td>
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<td></td>
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<tr>
<td>Local Annuity</td>
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</table>
ARTICLE 32
SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this agreement as this 1st day of July, 2015.

For Cornell University

[Signature]
Director, Workforce Policy & Labor Relations
Division of Human Resources & Safety Services

For Tompkins Cortland Counties
Building Trades Council,
Maintenance Division

[Signature]
President, Tompkins-Cortland
Building Trades Council and
Laborers International Union of
North America, Local 785

[Signature]
United Association of Plumbers and Steamfitters, Local 267

[Signature]
IUPAT Painters, District Council 4

[Signature]
International Union of Bricklayers and Allied Craftworkers, 3 N.Y.

[Signature]
International Brotherhood of Electrical Workers, Local #241

[Signature]
Northeast Regional Council of Carpenters, Local #277

[Signature]
SMART Twin Tier Sheetmetal Workers, Local #112

- 31 -
SIDE LETTER OF AGREEMENT
EMCS SHIFT DIFFERENTIAL

Employees working the rotating shift will be paid $1.19 per hour for second and third shifts during the week and $2.06 per hour for second and third shifts on weekends.

Effective the first pay period in July of each year of this agreement this amount will change as determined by the variance in the Consumer Price Index-All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics for the period June - May of the preceding months. If the Consumer Price Index-All Urban Consumers (CPI-U) is less than or equal to zero, the amount will not change.

Management will have the right to schedule new employees hired into the Controls Shop in a non-shift position for up to a maximum of one year from the date of hire. Following this one year period, seniority shall be respected in the determination of shift assignment.

SIDE LETTER OF AGREEMENT
LABORERS

The contract language in Article 1, Recognition, regarding jurisdiction of Trade Assistants, in no way restricts Laborers International Union of North America, Local 785, from inclusion in discussions and outcomes, if any, of continuing dialogue with Cornell University Administration and the Iron Workers, Asbestos Workers, Roofers, Sprinkler Fitters and Operating Engineers.

SIDE LETTER OF AGREEMENT
WORK RULE CHANGES

Prior to the implementation of any work rule changes affecting the entire membership the University agrees to distribute such changes to the Union and at the Unions request discuss and seek input regarding the intended changes and modifications.
SIDE LETTER OF AGREEMENT
FOUR TEN HOUR DAY WORK SCHEDULE

This side letter is mutually agreed by Cornell University and the Tompkins-Cortland Counties Building Trades Council, Maintenance Division to implement a four ten hour day work week. This agreement will begin on August 7, 2008 and will extend until June 30, 2009 on a trial basis at which time either party may end this agreement upon written notification to the other party. If no notification is exchanged, this agreement will automatically continue year by year thereafter until one party provides written notification to the other terminating it.

Cornell reserves the right to select projects, work groups, and individual work assignments suited to this schedule. Consistent with the conditions below, the Shops management will determine which trades people will work the schedule based on operational needs of the University. Management reserves the right to revert back to the standard eight (8) hour schedule if the four ten hour schedule does not meet its business needs.

This four ten hour day work schedule will be implemented on a voluntary basis only and only members requesting the four ten schedule will be considered.

Employees requesting to work a four ten hour day work week that are scheduled to work shift work will be paid in accordance with Article 14, Hours of Work and Overtime, of the BTC contract.

The following condition will apply to those who volunteer to work the four ten hour day work week. Hours worked beyond ten hours per day or forty hours per week will be paid at overtime rate. Health and personal leave and vacation will be debited on the basis of hours absent from the scheduled shift up to a maximum of ten hours of each scheduled shift. Employees scheduled to work or not will be credited with eight hours of holiday pay. The eight hours credited on non scheduled work day may be banked or taken at straight time rate during the pay period it is earned. Should an employee anticipate not accruing forty hours during a pay period that includes a holiday, the employee may elect to not to be paid for the full forty hours, use vacation time, paid leave time from previous holiday, or may work extra hours at the discretion of management to ensure forty hours of straight time pay.
SIDE LETTER OF AGREEMENT

JOB SECURITY

Cornell will maintain (a) the aggregate number of positions in the BTC bargaining unit workforce based on 137 positions and (b) the level of each trade for the duration of this contract, except for loss of major external funding or closing of major facilities and/or departments which results in the loss of work. Any of the conditions referenced in (a) or (b) above that result in a loss of positions will be discussed with the President of the BTC and the representative of the workers in the affected positions to justify the reduction in positions. The 137 positions shall include the BTC Maintenance Assistants.

When a regular position is open and available to be refilled, the University will post the vacancy within thirty (30) days and work expeditiously to fill that position to at least maintain the agreed upon levels of each trade for the duration of this contract under the conditions set forth above.

- Electricians – 55
- Sheet Metal – 5
- Masons – 3
- Painters – 6
- Trades Assistants – 3
- Plumbers – 49
- Carpenters – 12
- Maintenance Assistants - 4

SIDE LETTER
WORKERS’ COMPENSATION AND SHORT TERM DISABILITY LIGHT DUTY WORK ASSIGNMENTS

The university will continue its present practice to make reasonable efforts to provide light duty work on a case-by-case basis when feasible and available.
SIDE LETTER OF AGREEMENT
BUILDING TRADES MAINTENANCE ASSISTANT

The University will create a new, multi-trade BTC bargaining unit Maintenance Assistant position in accordance with the following side letter “Minor Repairs Performed On Campus.” The University will hire no more than fifteen (15) Maintenance Assistant positions unless the parties agree to increase that number.

SIDE LETTER OF AGREEMENT
MINOR REPAIRS PERFORMED ON CAMPUS

I. Definition: For purposes of the administration of this Article, the phrase “within the exclusive jurisdiction of the BTC” shall include all maintenance work other than the specific minor repairs listed here under and other tasks that are of a nature that is less complicated and requires less skill than performance of the minor repairs list in paragraph D (1) through (7) below. Only BTC journeypersons and apprentices may perform work within the exclusive jurisdiction of the BTC.

In order to clarify the scope of, and preserve, bargaining unit work the following terms shall govern:

A) Campus Life (Residence Halls, Dining Halls, Cornell University Owned Fraternities and Sororities) and Statler Hotel – Building Trades Maintenance Assistants and/or UAW represented Maintenance Mechanics may perform the work described below. At these sites, said employees shall perform no work within the exclusive jurisdiction of the BTC.

B) Sites Other Than Campus Life and Statler Hotel – Building Trades Maintenance Assistants and Building Trades journeypersons (as assigned by management) may perform the work described below. Other than S09, S10 and S11 grandfathered positions listed below and agricultural research workers performing minor repair work as part of their current overall duties, UAW represented employees shall not be utilized to perform the work described below, except on an emergency/incidental basis.

The parties agree that grandfathered status is limited to and will apply only to the four (4) Mechanical Shop Shift Mechanic positions and the five (5) positions in the units listed below:
C) Building Trades Maintenance Assistants – Whether utilized in Campus Life and Statler Hotel (“A” above) or any other University site (“B” above), the Building Trades Maintenance Assistants shall perform no work within the exclusive jurisdiction of the BTC.

D) Crafts

1) Sheet Metal
   a) Repair residential scale and style gutters;
   b) Replace diffusers and grills without balancing dampers in kind;

2) Painter
   a) Painting limited to a 2” brush and not more than a quart of paint;
   b) Paint areas less than 1 sq. ft.;
   c) Patch or repair a portion of drywall less than 1 sq. ft. that does not require tape;

3) Electrician
   a) Replace plug in fans limited to bathroom exhaust fans and kitchen range exhaust fans;
   b) Re-lamping;
   c) Repair plug in cords and associated hardware in equipment and appliances;
   d) Replace covers and face plates;
   e) Replace globes and lenses;
   f) Reset branch circuit breakers one time only and report to shop/zone as necessary, provided said employee has been properly trained.

Note: All work involving the touching of conductors above 100 volts except plug in cords, lamps or appliances as noted above shall be performed by Building Trades’ journeypersons.

4) Carpenters
   a) Lubricate door hardware;
   b) Adjust door hardware;
   c) Patch or repair a portion of drywall less than 1 sq. ft. that does not require tape;
d) Replace full size ceiling tile (no cutting of the tile) if the area is less than 40 sq. ft.;

e) Reattach loose cove base;
f) Repair carpet transition that is 3 lineal. ft. or less;
g) Refasten loose floor tile that is 2 sq. ft. or less;
h) Remove and or hang small items that are less than 15 lbs (banners, clocks, pictures, small white boards, bulletin boards);
i) Switch lock core (does not include set-up) Lock Shop will do the set-up;
j) Replace Sargent 76 Series and Kwikset non-removable core locksets. Lock Shop will do the set-up.

5) Masons

a) Repair or replace dry laid stones in pathway if 2 sq. ft. or less;

b) Spot repair of floor or wall tiles if the area is less than 1 sq. ft. and takes 1 hour or less to repair;

6) Plumbers

a) Unclog drains and stoppages using a manual hand snake;

b) Operate valves to secure leaks;

c) Minor repairs to toilets, urinals, sinks, and showers, where existing local shut-off valves hold, where the work can be performed other than by a licensed plumber under the applicable code and when work can be accomplished within one hour. Minor repairs are limited to:

- Toilets – replacement of seats, and flush handle
- Urinal – hook re-set for waterless urinal
- Showers – replacement of shower head, and shower handle
- Faucets – replacement of handle, aerator, stoppers, and washers

7) Control Refrigeration

a) Reset tripped equipment once and report to appropriate shop and or zone.

UAW Maintenance Mechanics and other UAW job classifications can continue to do work that is not on the minor repairs list and is not work within the exclusive jurisdiction of the BTC and has been consistently and openly performed in the past by the UAW. The BTC reserves the right to grieve any particular assignment or task that it believes falls within its exclusive jurisdiction.

Building Trades Maintenance Assistants shall receive a wage rate of $21.67 per hour in year one of the new BTC agreement and the BTC increases in year two (2) through five (5) (wage rates listed in Article 10).
They shall also have the following hours of work and scheduling provisions:

- Overtime – payable at one and one-half times the hourly rate for all hour paid over forty (40) in workweek.

- Shift Differential - $.90 per hour for employee who is regularly scheduled for four or more hours between 6PM – 6AM (payable during the following leave times: vacation (not including vacation buyout), holiday, health and personal leave, bereavement leave).

- Emergency Call Back – employees required to return to work after leaving the premises following their work shifts shall be paid a minimum of four (4) hours pay. In the event that an employee is called back a second time after leaving work within eight (8) hours only actual hours worked during the call-back shall be counted towards the calculation of overtime.

- Hours of Work – the University reserves the right to determine and/or amend daily hours of work, and weekly work schedules.

- Changing Schedules – when feasible the department shall give employees one week notice prior to weekly work schedule changes or long term changes in work location. Except in emergency situations no schedule shall be changed for any single employee more than three times in a fiscal year to avoid overtime without the employees consent. This does not apply to employees hired with the understanding that the position requires a variable schedule.

- Holiday Pay – employees who are required to work on a University holiday will receive pay at 1.5 times their normal rate for hours actually worked on that holiday plus regular pay for the balance of the hours, if any, not worked on the holiday. In addition, the employee shall receive paid leave time off equal to the number of hours worked on that holiday, not to exceed the employees standard work day. Unused paid leave time will be paid out at the end of the fiscal year. At the discretion of the department after advanced discussion with the employee, employees may receive holiday pay in lieu of holiday paid leave time off. Only time worked in this option shall be used for overtime purposes.
Enforcement:
For purposes of monitoring compliance with this Article, the BTC shall, upon request, be provided with all service requests filled by UAW maintenance mechanics.

With respect to work other than that described in D (1) – (7) above, the University reserves to right to file a charge under 29 U.S.C. Section 158 (b) (4) (ii) D. Upon the filing of such a charge, the Union, at its option, may reopen negotiations limited to the issue of the scope of bargaining unit work. The parties shall bargain in good faith in an attempt to resolve their difference and if unable to do so, shall submit their dispute to a mutually selected Arbitrator for resolution. The Arbitrator shall apply “Baseball Arbitration” principles to his/her award. The fees of the Arbitrator shall be shared equally between the parties. The no-strike/no lockout provisions set forth in the parties’ agreement shall continue to govern all aspects of any reopened negotiations.

To the extent work is performed contrary to the Minor Repairs Performed on Campus Side Letter, the BTC reserves its right to grieve that work in accordance with the following expedited grievance/arbitration procedure:

Step 1
Within ten (10) days of the Union learning of the performance of the work by the Maintenance Mechanic(s), it shall request, in writing, a meeting with the Director of Workforce Policy and Labor Relations. The parties shall meet as soon as schedules permit.

Step 2
If the dispute cannot be resolved at the Step 1 meeting, either party may refer the matter to Arbitrator James Markowitz who shall convene a hearing as soon as schedules permit. In the event Arbitrator James Markowitz cannot serve, the matter will be referred to another arbitrator mutually selected by the parties who shall convene a hearing as soon as schedules permit.

Step 3
The issue before Arbitrator James Markowitz shall be limited to: Does the performance of [work description] violate Exhibit 1 - Minor Repairs Performed on Campus? If so, what shall the remedy be?
Step 4
The Decision of the Arbitrator shall be final and binding and shall control
the assignment of work going forward.

Step 5
The costs/fees of the Arbitrator shall be paid by the University for the first
two such arbitrations and thereafter shall be split equally by the parties.

SIDE LETTER
SUBCONTRACTED JURISDICTIONAL DISPUTES

The Union accepts as its remedies for subcontracted work giving rise to
jurisdictional disputes the matrix listed below:

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Cornell will provide to the Union the weekly Facilities Contract Report

SIDE LETTER OF AGREEMENT
LANG LETTER TO MARSH, JANUARY 7, 2010

The letter from Jessica Lang to David Marsh, dated January 7, 2010 is
accepted by the union as a satisfactory explanation of the Performance
Appraisal as it relates to discipline.
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