

AGREEMENT BETWEEN

CORNELL UNIVERSITY

AND

TOMPKINS-CORTLAND COUNTIES

BUILDING TRADES COUNCIL,

MAINTENANCE DIVISION

JULY 1, 2015 THROUGH JUNE 30, 2020

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ARTICLE 1
RECOGNITION

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

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

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

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

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

37 The University and the Union recognize and agree that high standards
38 of workmanship, efficiency, work quality and productivity are in their
39 mutual best interests. To this end the Union shall meet periodically with
40 representatives of the University, and the Union and its members shall

1 cooperate with the University in identifying the means to improve both
2 workmanship and productivity.

3
4 The Employer recognizes the Union as the exclusive representative for
5 electricians and lineworkers, painters, plumbers, steamfitters, controls
6 mechanics, welders, refrigeration mechanics, carpenters, masons, sheet
7 metal workers; and, building trade laborers, including journeypersons,
8 apprentices and temporary employees (except temporary student trades
9 assistants whom the Employer is free to hire as it deems necessary
10 provided no regular building trade laborer is on lay off status under this
11 Agreement) in such jobs, but excluding supervisors, all other employees
12 for the purpose of collective bargaining in respect to rates of pay, wages,
13 hours of employment and other conditions of employment. Any and all
14 such employees shall receive at least the minimum wages and work under
15 the conditions of this Agreement.

16
17 This Agreement shall be effective at Cornell University in Ithaca, New
18 York, and shall include the University facilities in Tompkins County, New
19 York, and cover craft maintenance performed at the University.

20
21 **ARTICLE 2**
22 **DURATION OF AGREEMENT**
23

24 This Agreement shall be effective July 1, 2015 and shall continue
25 in effect until June 30, 2020 at midnight, and shall be automatically
26 renewed from year to year thereafter unless at least ninety (90) days
27 prior to any termination either party serves written notice of termination
28 on the other. If either party wishes to modify the contract for the next
29 contract period, it will give at least ninety (90) days notice prior to the
30 expiration of the contract indicating the Article(s) and Section(s) to be
31 discussed, and negotiations will commence not less than sixty (60) days
32 prior to the expiration of the contract. It is agreed that negotiation will be
33 conducted on Cornell time limited to one person from each shop. If the
34 parties are unable to reach an agreement on any changes or modifications
35 to this Agreement, by the last day of June or the anniversary date of this
36 Agreement, both parties shall use the State and/or Federal Mediation
37 Service, to reach a settlement of the differences. However, by mutual
38 consent of both parties the agreement to use the mediation services
39 mentioned above may be stayed for a period not to exceed ten (10) days.
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ARTICLE 3
NO STRIKE/NO LOCKOUT

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

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

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

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

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

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ARTICLE 4
DISCIPLINE & DISCHARGE

37 The University and the Union agree to a procedure of progressive
38 discipline. The parties adhere to the principle that discipline has the
39 objective of improving the future performance of the employee. No
40 employee shall be disciplined without just cause.

1 The steps in the procedure of progressive discipline shall include oral
2 warnings, written warnings, suspensions and terminations. Disciplinary
3 penalties, however, shall correspond to the severity of the matter. Performance
4 appraisals will not be utilized as a step of progressive discipline.

5
6 In imposing discipline on a current charge, the University will not take
7 into account any prior infractions that occurred more than eighteen months
8 (18) prior to the date of the current infraction. The life of discipline may
9 be extended by mutual agreement of the University and the Union.

10
11 **ARTICLE 5**
12 **GRIEVANCE PROCEDURE**
13

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

17
18 **Uniform Provisions for Grievance Procedures**

- 19 • Grievance meetings will be held to coincide with the grievant's
20 working hours, whenever possible.
- 21 • Employees will only be paid for the time spent in attending
22 grievance hearings when such time coincides with their regularly
23 scheduled working hours.
- 24 • When the shop representative first becomes involved with the
25 grievance, he/she and the employee may meet for up to thirty
26 (30) minutes prior to either the Step 1 or Step 2 hearing. Such
27 time shall be paid time.
- 28 • In no instance shall a grievance be filed after ten (10) working
29 days from the date of the condition, circumstance, occurrence or
30 knowledge of the occurrence which gives rise to the grievance.
31 Working day within the meaning of this Article is defined as
32 Monday through Friday, excluding all paid holidays.
- 33 • In no instance shall a grievance be filed later than one (1)
34 calendar month following the occurrence.
- 35 • Grievance settlements shall not establish a precedent or practice
36 for either party unless mutually agreed upon.
- 37 • The Union may withdraw a grievance at any step without
38 prejudice or precedence.
- 39
- 40

- 1 • Whenever the University fails to meet the time limits required in
2 the grievance procedure, the Union may appeal the grievance at
3 issue to the next step. Whenever the Union fails to meet the time
4 limits required in the grievance procedure, the grievance shall be
5 regarded as settled on the basis of the University's last response
6 or position. Initial steps and the time limits of the grievance
7 procedure may be waived by written mutual agreement of the
8 Union and the University.
- 9 • Information/Document Exchange: At any stage of the grievance/
10 arbitration procedure, a party may request, and the opposing
11 party must supply, relevant, non-confidential information/
12 documents needed to assess or present the requesting parties
13 case. The arbitrator, if appointed to hear the underlying dispute,
14 shall have the jurisdiction to enforce this provision.

17 **Non-jurisdictional Grievances**

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

21 **Informal Resolution**

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

29 **Step 1**

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

36 **Step 2**

37 If there is no acceptable resolution of the grievance at Step 1 the employee
38 and/or the union trade representative and the respective business agent
39 may file a formal grievance at Step 2 within five (5) working days from
40 the date of the Step 1 meeting. A formal grievance shall be written,

1 identifying the terms of the Agreement alleged to have been violated,
2 the date of the occurrence, the names of individuals involved, a brief
3 description of the occurrence and the remedy sought by the grievant.
4 The grievance shall be filed with the Human Resource Representative
5 for Infrastructure Properties and Planning (IP&P) who shall sign and date
6 its receipt.

7
8 The grievance shall be scheduled and heard, in person, within five (5)
9 working days from its receipt. A written response shall be given by
10 management to the grievant and union trade representative within five (5)
11 working days from the date of the Step 2 meeting.

12 **Step 3**

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

17
18 The grievance will be heard, in person, within ten (10) working days
19 from receipt of the appeal by the Director of Workforce Policy & Labor
20 Relations. The Director of Workforce Policy & Labor Relations will
21 respond to the grievance in writing within ten (10) working days of the
22 Step 3 meeting.

23 **Step 4**

24
25 When the University's Step 3 response fails to satisfy the Union, the
26 Union may demand arbitration of the matter by submitting that demand
27 in writing to the University within ten (10) working days of the Step 3
28 response. The parties will thereafter attempt to agree on a mutually
29 acceptable arbitrator to hear and decide the matter. If the parties are
30 unable to agree on an arbitrator or in the event the agreed upon arbitrator
31 cannot or will not accept the assignment, either party may request a panel
32 of nine (9) arbitrators from the Federal Mediation Conciliation Service
33 (FMCS). The parties should then strike the names and/or number their
34 selections and return the panel to the FMCS for the designation of an
35 arbitrator. If no arbitrator is selected from the first panel, the FMCS shall
36 send the parties a final panel of five (5) arbitrators. The parties will then
37 strike names, alternately, until the name of the arbitrator who is to serve
38 remains. The party who strikes first will be determined by lot.

39
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1 The jurisdictional authority of the arbitrator is defined and limited to the
2 determination as to whether there have been violations of the provision
3 or provisions of the Agreement as set forth in the written grievance; the
4 arbitrator shall have no power to add to, subtract from, or modify any of
5 the terms of this Agreement. The decision of the arbitrator shall be based
6 exclusively on evidence presented at the arbitration hearings and shall
7 be final and binding on all involved parties. Where the decision of the
8 arbitrator includes an award for back pay, the award shall be limited to
9 the amount of wages that the employee otherwise would have earned, less
10 any unemployment compensation. The decision of the arbitrator shall be
11 based exclusively on evidence presented at the arbitration hearing(s) and
12 shall be final and binding on all involved parties.

13
14 The cost of the arbitrator shall be borne equally between the parties to this
15 Agreement. The parties shall bear their own expenses for arbitration and
16 share in the arbitrator's fee and expenses equally.

17 **Process for Jurisdictional Issues and Intra-Union and** 18 **Non-Union Disputes**

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

28 **Step 1**

29
30 The Union representative may file a formal grievance with the Director of
31 Workforce Policy & Labor Relations within ten (10) working days from
32 the date of the alleged violation. The formal grievance shall be written,
33 identifying the terms of the Agreement alleged to have been violated,
34 the date of the occurrence, the names of individuals involved, a brief
35 description of the occurrence and the remedy sought by the grievant.

36
37
38 The grievance shall be scheduled and heard within five (5) working days from
39 its receipt. **A written response shall be given by management** to the Union
40 representative within five (5) working days from the date of the Step 1 meeting.

1 **Step 2 - Grievance Mediation**

2 If the parties fail to resolve the dispute through the Step 1 process, within
3 twenty (20) working days from the receipt of the Step 1 answer, the
4 Union may request a Federal Mediator from the Federal Mediation and
5 Conciliation Service for the purpose of grievance mediation. The parties
6 shall meet with the mediator at the earliest possible date in an attempt to
7 resolve the dispute.

8
9 **Step 3 - Arbitration**

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

26
27 The jurisdictional authority of the arbitrator is defined and limited to the
28 determination as to whether there have been violations of the provision
29 or provisions of this Agreement as set forth in the written grievance. The
30 arbitrator shall have the authority to issue an appropriate remedy which
31 may include a monetary award. The arbitrator shall have no power to
32 add to, subtract from, or modify any of the terms of this Agreement. The
33 decision of the arbitrator shall be based exclusively on evidence presented
34 at the arbitration hearings and shall be final and binding on all involved
35 parties.

36
37 The parties shall bear their own expenses and share in the arbitrator's fee
38 and expenses equally. Each party shall be responsible for the expenses of
39 its witnesses and representatives.

ARTICLE 6
LAYOFF AND RECALL

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

13
14 No regular employee will be laid off for any amount of time if the
15 University has any temporary workers in that trade in the previous fifteen
16 (15) calendar days.

17
18 At least one (1) week notice of reduction in force will be given to the
19 President of the Tompkins-Cortland Counties Building Trades Council
20 and the Representative of the workers in the affected trade(s) if the
21 reduction is expected by the University to be five (5) or more full working
22 days. Notice to the Union shall be prior to notice to the workers and will
23 include the number of workers in each affected trade to be laid off and the
24 number of days the layoff is expected to be in effect.

25
26 The University and the Union in applying this bona fide seniority system
27 will remain aware of their affirmative action commitment under Article
28 29, Fair Employment Practices, of this contract.

29
30 The University has the right to retain at least one (1) apprentice in each
31 trade, or one (1) apprentice for each six (6) working journeymen or
32 fraction thereof, whichever is larger, out of line of seniority. In the event
33 there are more apprentices in any trade than the University wishes to
34 retain under the above, such apprentices will go into the seniority pool
35 with the journeymen. No new apprentices will be added in any trade
36 while one (1) or more journeymen is on layoff status in that trade.

37
38 The Air Conditioning/Refrigeration (ACR) Shop is not considered a
39 separate trade for the purposes of the above provisions. In the ACR Shop,
40 total continuous regular employment time with the University in any shop

1 covered by this contract as a journeyperson or apprentice at Cornell shall
2 be used to compute seniority. (Workers who were transferred into ACR
3 or who may be transferred into ACR will have seniority from the date of
4 transfer, unless required by labor law to be credited with seniority from
5 the date last employed by the University as a skilled craftsworker.)
6

7 Seniority for reduction in force purposes is defined, except in the special
8 cases stated above, as continuous time in the respective trade as a regular
9 employee at Cornell as a journeyperson or apprentice. Breaks in service
10 will be determined in accordance with standard University policy at
11 the time of layoff or recall. If there is a need to lay off out of line with
12 seniority to retain special skills, the parties will meet to discuss such
13 special situations.
14

15 A seniority roster will be made available once a year on April 1. Changes
16 made in the seniority roster since the prior year's posting are open to
17 challenge. Any employee who does not challenge such changes in the
18 seniority date on that roster within one (1) month of the date posted shall
19 have it considered correct.
20

21 An employee laid off for not more than two (2) consecutive full pay
22 periods will continue to accrue fringe benefits during this layoff. Recall
23 will be in inverse order of layoff. Recall rights are only effective for the
24 balance of this contract or twelve (12) months, whichever is greater. If an
25 employee who has been laid off following the signing of this contract and
26 who is recalled during the life of this contract, the employee shall have
27 the employee's full accrued health and personal leave as of the date of the
28 layoff credited to the employee upon return.
29

30 An employee may be recalled out of order of inverse seniority to meet
31 a temporary situation or emergency where a particular problem requires
32 an individual with specific skills. The senior employee with the specific
33 skills will be recalled first. The President of the Tompkins-Cortland
34 Counties Building Trades Council and the shop representative in the
35 affected shop(s) will be notified prior to an out of seniority order recall.
36 The notification will include the specific job and the expected duration
37 of the specific job. Should a worker feel aggrieved by an out of seniority
38 order recall, the worker may grieve under Article 5, Grievance Procedure,
39 of this contract.
40

1 Workers are responsible for keeping the department and the Union
2 informed of an address and telephone number of record where they can
3 be reached. Recall must be accomplished by telephone if possible and
4 certified mail with return receipt to the last address of record. A copy
5 of the certified letter will be sent to the President of the Council and
6 to the appropriate union trade representative. If an employee fails to
7 report to work within three (3) working days of the date of receipt of
8 the certified letter the employee shall be considered to have voluntarily
9 resigned unless physically or mentally unable to report as required.
10 If a worker maintains a physical and mental inability to report, within
11 three (3) working days of notice of recall, the employee will provide the
12 Associate Vice President of Facilities Management with a specific written
13 statement from a medical doctor that the employee is unable to report and
14 giving the expected duration of such inability. The employee shall have
15 the continuing responsibility of informing the department of changes in
16 this status. In the event the employee does not submit the written doctor's
17 statement or report as required the employee will be deemed to have
18 voluntarily resigned.

19
20 **ARTICLE 7**
21 **FILLING VACANCIES (NEW EMPLOYEES)**
22

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

34
35 **ARTICLE 8**
36 **UNION SECURITY**
37

38 All employees who are members of the Union on the effective date of
39 this Agreement shall be required to remain members of the Union as a
40 condition of employment during the term of this Agreement and all

1 employees shall be required to become and remain members of the Union
2 as a condition of employment from and after the thirty-first (31) day
3 following, (a) the date of their employment, or (b) the effective date of
4 this Agreement, whichever is later.

5
6 The President of the Tompkins-Cortland Counties Building Trades
7 Council, Maintenance Division is the primary representative of the
8 Union. The President may delegate his/her responsibilities to other union
9 trade representatives.

10
11 The adjustment by union trade representatives and/or union stewards
12 of day-to-day, minor issues without the participation or approval of
13 the President of the Tompkins-Cortland Building Trades Council,
14 Maintenance Division, will not set a precedent for future issues and
15 grievances.

16
17 To assist the President with union representation, university trade
18 employees will serve as Stewards as follows, Lead Steward Representative,
19 Assistant Lead Steward Representative, Zone Representative for each
20 zone as designated by Infrastructure, Properties and Planning (IP&P) and
21 one Steward for each trade (Trade Representatives).

22
23 The University agrees to compensate up to fifteen (15) union trades
24 representatives for lost work time spent in scheduled negotiations and
25 quarterly meetings. Lost work time shall mean only those hours the
26 employee is regularly scheduled to work.

27
28 **ARTICLE 9**
29 **APPRENTICE TRAINING**
30

31 The Employer agrees to participate in the Joint Apprentice Selection
32 and Training Programs which have been established for the respective
33 unions and which are in active and regular operation in compliance with
34 Federal and/or State apprenticeship standards. For such programs, the
35 Employer agrees to contribute (\$.05) per hour for every hour worked by a
36 journeyman in the respective trade covered under this Agreement into
37 the appropriate joint apprentice training trust fund for that trade which
38 shall be established and administered in compliance with Section 302 of
39 the Labor Management Relations Act, 1947. Such trades shall include all
40 those listed in Article 1, Recognition.

1 No such payment shall be made, however, except on written request of the
2 specific trade(s) involved, and only upon certification of the President of
3 the Tompkins-Cortland Counties Building Trades Council that all of the
4 conditions of this section have been met.

5
6 Such funds will be paid annually on or before July 31 where they have
7 been earned as specified in this section.

8
9 The University agrees to provide the Union with a list of the journeypersons
10 and their hours worked when such payment is made.

11 12 **ARTICLE 10** 13 **WAGES**

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

Hourly Wage								
Effective	Electrician	Plumber	Bldg. Trd. Lab.	Carpenter	Painter	Mason	Sheet Metal	Bldg. Trd. Maint. Asst.
7/1/2015	\$32.61	\$32.61	\$21.67	\$29.68	\$29.35	\$30.48	\$29.68	\$21.67
7/1/2016	\$33.43	\$33.43	\$22.21	\$30.42	\$30.08	\$31.24	\$30.42	\$22.21
7/1/2017	\$34.33	\$34.33	\$22.81	\$31.24	\$30.90	\$32.08	\$31.24	\$22.81
7/1/2018	\$35.36	\$35.36	\$23.49	\$32.18	\$31.82	\$33.04	\$32.18	\$23.49
7/1/2019	\$36.51	\$36.51	\$24.26	\$33.22	\$32.86	\$34.12	\$33.22	\$24.26

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

29
30 Forepersons shall be compensated at a rate equal to one hundred and eight
31 percent (108%) of the journeyperson rate appropriate for their tier for the
32 specific craft involved. A foreperson is a journeyperson who has been
33 assigned by the supervisor to oversee the work on a specific job or function.
34 Forepersons are expected to carry out the normal duties of the trade. The
35 foreperson will receive foreperson wages during the performance of the
36 specific job for all hours paid while in such assignment. The foreperson
37 will be notified of a change back to the journeyperson rate by the end of
38 their shift on the workday before the change is to occur.

1 Any employee who is assigned, by their supervisor, to a General
2 Foreperson or Foreperson position on a temporary assignment that is at
3 least one working day, will be temporarily paid as per the rates listed
4 above.

5
6 Seniority for the purposes of this Article shall have the same definition as
7 that set forth in the sixth paragraph of Article 6, Layoff and Recall.

8
9 Apprentice rates shall be paid in accordance with Appendix 1, Apprentice
10 Wages.

11
12 Except for Temporary Student Trades Assistants, temporary workers will
13 be hired in accordance with Article 7, and will be paid at the rate, and the
14 University shall make one contribution to each Local Union on a monthly
15 basis on their behalf to the employee benefit funds in accordance with
16 the rates, as set forth in the collective bargaining agreements identified in
17 Appendix 2 to the Agreement.

18
19 The Union agrees to provide to the University, as soon as possible, any
20 changes in the rates of pay stipulated in construction contracts in effect in
21 the Tompkins County area.

22
23 Paydays shall be on alternate Thursdays.

24
25 **ARTICLE 11**
26 **TRANSPORTATION ALLOWANCE**

27
28 Employees who regularly use their private vehicle for university service
29 shall receive one-hundred-sixty-six dollars and twenty-three cents
30 (\$166.23) bi-weekly effective the first pay period in July 2015 and this
31 amount will change each year of the Agreement as determined by the
32 variance in the Consumer Price Index-All Urban Consumers (CPI-U) as
33 published by the United States Bureau of Labor Statistics for the period
34 June - May of the preceding months. If the Consumer Price Index-All
35 Urban Consumers (CPI-U) is less than or equal to zero, the amount will
36 not change.

37
38 Employees who are absent more than five (5) consecutive working days
39 for workers' compensation or NYS disability will not be paid a personal
40 transportation allowance during that time.

1 Excess of the employee's primary auto insurance and subject to the
2 terms and conditions of University Policy 4.9, Legal Defense and
3 Indemnification, the University shall indemnify and hold harmless and
4 provide a legal defense to any bargaining unit employee who in the
5 course of his/her employment and while using his/her personal vehicle is
6 involved in an accident.

7
8 The University reserves the right to develop and implement alternate
9 means of transportation and has the exclusive right to determine the
10 application of the provision.

11 12 **ARTICLE 12** 13 **EMERGENCY CALL BACK** 14

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

23
24 In the event an emergency requires the performance of diagnostic or
25 related work by an employee who has left the premises and such work
26 can be performed without return to the premises, the employee shall be
27 compensated at a minimum of one (1) hour pay or actual hours worked,
28 whichever is greater, paid at time and one-half (1 1/2).
29

30 **General Provisions**

31 In the event the emergency extends more than four (4) hours into the next
32 normal work day, then, in lieu of rest time, all emergency hours worked
33 will be paid at the rate of time and one half (1 1/2). If time remains in
34 the shift when the emergency ends, the employee shall then be given rest
35 time, paid at the straight time rate, for such remaining shift hours.
36

37 Each shop/zone shall prepare a list of employees which includes their
38 specialty skills information, a correct off-hours telephone number and
39 their desire to work Emergency Call Back. Employees who do not wish
40 to work Emergency Call Back will be called if no other employee is

1 available or their special skill is required. This list will be updated once
2 per quarter and kept on file with the EMCS service center and the IP&P
3 Customer Service Center.

4
5 This provision does not apply to any pre-scheduled or non-emergency
6 overtime assignments.

7
8 **ARTICLE 13**
9 **TOOLS AND EQUIPMENT**

10
11 Employees shall provide such hand tools as are ordinarily and customarily
12 provided by skilled tradespeople under local area union agreements for
13 each trade. Cornell University shall be responsible for the replacement of
14 tools that it provides but only on the presentation of the broken or worn-
15 out tool. Recognizing that workers are normally careful with their tools
16 but that occasional losses do occur, where a Cornell issued tool is lost
17 and the employee has not frequently lost tools in the past, the employee's
18 supervisor may as a matter of discretion issue a replacement tool.

19
20 **Prescription Safety Glasses**

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

28
29 **ARTICLE 14**
30 **HOURS OF WORK AND OVERTIME**

31
32 The normal workweek is Monday through Friday, 7:30 a.m. - 4:00 p.m.
33 The University has the right to alter the work schedule of any employee(s)
34 within the unit. The department shall give an employee at least five (5)
35 working days minimum notice of a shift change that will last more than
36 two (2) weeks. The department shall give an employee at least forty-eight
37 (48) hours minimum notice of all schedule changes or the department will
38 pay the employee one and one-half (1-1/2) times their regular rate for all
39 hours worked during the shift for which notice was not provided.

1 The work week for pay purposes begins at 12:00 a.m. Thursday and ends
2 at 11:59 p.m. Wednesday and consists of five (5) work days and two (2)
3 consecutive days off unless the employee and supervisor mutually agree
4 otherwise. An employee who works a schedule during a Thursday through
5 Wednesday period which does not include two (2) consecutive days off
6 will receive four (4) additional hours of pay at their regular rate. A shift
7 consists of a minimum of two (2) consecutive work days. This differential
8 shall not be considered in the computation of any premium rate and shall
9 not be paid for any hour of which overtime is paid. Article 12, Emergency
10 Call Back, shall not apply when this provision is used. The University will
11 seek journey person volunteers to work the second or third shift who are
12 qualified to perform the necessary work. If there are insufficient numbers
13 of volunteers, the University can with forty-eight (48) hours written
14 electronic notice to the president of the Union, with a copy to the business
15 representative for the employee(s) in the affected trade, assign qualified
16 journey persons(s) to perform the work on the basis of reverse seniority.

17
18 The shifts are defined for pay purposes as having the following range of
19 scheduled start times:

- 20 1st Shift: 5:30 AM – 9:30 AM.
- 21
- 22 2nd Shift: 9:31 AM – 5:29 PM. Second Shift is paid at regular rate plus
23 \$3.00 per hour.
- 24
- 25 3rd Shift: 5:30 PM – 5:29 AM. Third Shift is paid at regular rate plus
26 \$4.00 per hour.
- 27

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

32
33 Employees shall be paid one and one-half (1 1/2) times their regular rate
34 for all shifts on Saturday and all shifts on Sunday.
35 Hours worked in excess of eight (8) in one (1) day will be paid at the rate
36 of time and one-half (1 1/2) the employee's regular rate.

37
38 While the University will make every effort to accommodate an
39 employee's request to be excused, the University reserves the right to
40 require employees to work overtime.

1
2 Any employee required to work more than sixteen (16) consecutive hours
3 prior to a normal work day shall be entitled to one hour paid rest time for
4 each hour worked over sixteen (16).
5

6 **ARTICLE 15**
7 **PAID HOLIDAYS**
8

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

- 11 Martin Luther King, Jr.
- 12 Memorial Day
- 13 Independence Day
- 14 Labor Day
- 15 Thanksgiving Day
- 16 Friday after Thanksgiving Day
- 17 Winter Holiday Period (6 days)
- 18

19 Any vacation or health and personal leave requests will be granted for
20 the workday preceding the winter holiday period. If the employee has no
21 accrued vacation or health and personal leave, this day will be granted
22 without pay.
23

24 Requests from military veterans for leave to observe Veteran's Day will
25 be granted.
26

27 **Pay For Holiday Work**

28 Employees who are required to work on a University holiday will receive
29 pay in accordance with one of the following options:
30

- 31 - Employees required to work on a university holiday will be paid
32 1.5 times their hourly rate for hours actually worked on that
33 holiday plus regular pay for the balance of the hours, if any, not
34 worked on the holiday. In addition the employee shall receive paid
35 leave time off equal to the number of hours worked on that holiday,
36 not to exceed the employees normal standard work day.
37
- 38 - At the discretion of the department, employees may be granted
39 straight time pay for the hours worked on that holiday plus straight
40 time pay for the balance of the workday, if any. In addition, the

1 employee shall receive 1.5 hours of paid leave time for hours
2 worked on the holiday.

- 3
- 4 - At the discretion of the department, after advanced discussion
5 with the employee, employees may receive holiday pay in lieu of
6 holiday paid leave time off. Only time worked in this option shall
7 be used for overtime purposes.

8

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

14

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

17

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

20

	Upon Completion of	Weeks Per Year
21	One (1) year through five 22 (5) years of service	Two (2)
23	Five (5) years through ten 24 (10) years of service	Three (3)

25

26

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

31

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

36

37 After each employee completes the first year of service, the employee's
38 vacation will be credited monthly. Vacation cannot be taken before it is
39 earned.

40

1 On the anniversary date marking completion of five (5) years of credited
2 service at Cornell, employees shall be immediately credited with sixty
3 (60) hours of vacation in addition to any already accrued. Employees with
4 more than five (5) years of credited service at Cornell who transfer into
5 the bargaining unit are not entitled to the additional sixty (60) hours of
6 vacation. Cornell employees who transfer into the department may bring
7 up to three- hundred-twenty (320) hours of vacation balance. Employees
8 shall receive this additional sixty (60) hours of vacation only once during
9 the life of their employment at Cornell. The maximum accrual of vacation
10 is three-hundred-twenty (320) hours. Exceptions to the maximum accrual
11 must be approved in advance by the Associate Vice President of Facilities
12 Management for IP&P. Unless an exception is approved in advance, the
13 excess will not be carried over beyond October 15th of any given year.
14 Each year, as of October 15th, leave balances that exceed the maximum
15 will automatically be adjusted to the appropriate maximum.

16
17 Vacations are to be taken at a time mutually convenient to the employee
18 and the employee's supervisor provided that each employee shall have
19 the right to schedule two (2) weeks of vacation at the employee's sole
20 discretion so long as no more than one-fourth (1/4) of his shop is off work
21 or scheduled to be off work during the requested period. Such requests for
22 vacation must be made at least two (2) weeks in advance to the supervisor
23 and will be honored on a first come-first served basis.

24
25 If an employee on approved non-layoff related vacation is called in to
26 work, the employee will be paid for the vacation hours worked that day
27 at time and one-half (1 1/2) the regular straight time rate instead of being
28 paid vacation for those hours. The employee will not be charged vacation
29 for the hours worked. These premium work hours will count toward time
30 worked in the day or payroll week on a straight hour for hour basis.

31
32 Workers temporarily laid off for less than six (6) months shall have the
33 option of using their accrued vacation before going on no-pay status.
34 The deferring of vacation does not extend recall rights, fringe benefits,
35 or seniority.

36
37 **ARTICLE 17**
38 **HEALTH AND PERSONAL LEAVE**
39

40 The parties adopt the University's Health and Personal Leave Policy.

1 The University shall notify the Union to discuss any plan to reduce the
2 maximum or rate of accrual.

3
4 **ARTICLE 18**
5 **JURY DUTY**

6
7 Regular full-time employees subpoenaed for jury duty will receive
8 compensation at their normal base rate for the actual time required for
9 jury service.

10
11 Employees serving on jury duty are expected to work during normal
12 working hours when excused from court when more than one-half (1/2)
13 day, excluding travel time from court, remains in his/her work day or
14 unless excused by his/her supervisor, i.e. more than one-half (1/2) day
15 must remain in the shift once the employee arrives at the worksite from
16 court.

17
18 An employee who works a schedule other than a normal schedule of
19 Monday through Friday who is selected for Jury Duty may request a
20 temporary schedule change. Such requests will be considered on a case
21 by case basis in keeping with business needs.

22
23 **ARTICLE 19**
24 **FUNERAL LEAVE**

25
26 Regular full-time employees shall receive a maximum of three (3) days
27 leave with pay when a death occurs in an employee's immediate family. The
28 immediate family consists of a spouse, domestic partner, child, stepchild,
29 sibling, parent, stepparent, grandparent, grandchild, father-in-law, mother-
30 in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

31
32 For the funeral of other relatives, a fellow employee in the immediate work
33 unit, or when serving as a pallbearer, a maximum of one-half (1/2) day for
34 a local funeral and one (1) day for an out-of-town funeral may be granted
35 with pay. In all other cases time may be taken, and charged to vacation time.

36
37 **ARTICLE 20**
38 **MILITARY TRAINING LEAVE**

39
40 Regular full-time employees who are members of the National Guard,

1 Army, Navy, Marine Corps, Coast Guard, and Air Force Reserve shall
2 be granted a military leave with pay for their annual training duty for a
3 period not to exceed 30 calendar days during any one (1) year. Leave will
4 not be granted for training for a period less than seven (7) days.

5
6 **ARTICLE 21**
7 **LEAVES OF ABSENCE WITHOUT PAY**
8

9 Regular full-time employees with at least one (1) year continuous
10 service, with the approval of the Associate Vice President of Facilities
11 Management, may request a leave of absence without pay in accordance
12 with the following:
13

14 **Family Illness**

15 An employee may be granted a leave without pay for unusual home
16 conditions or family circumstances. This leave is normally granted for
17 three (3) months but in no event may it exceed one (1) year.
18

19 **Educational Leave**

20 An employee may be granted a leave without pay for a formal program
21 of education; the leave for three months, renewable, and not to exceed
22 one (1) year.
23

24 **Travel**

25 An employee may be granted a leave without pay for three (3) months for
26 travel, renewable, and not to exceed one (1) year.
27

28 **Military Service Leave**

29 A regular full-time employee will be granted a leave of absence for
30 military service in accordance with a Universal Military and Training
31 Service Act of 1941, as amended. Employees on military leave shall
32 not accrue vacation or health and personal leave, but will accrue time
33 toward retirement and may continue their health insurance and group life
34 insurance.
35

36 **Other**

37 An employee may be granted a leave without pay for up to one (1) year
38 for other reasons deemed appropriate by the University.
39

40 An employee returning from any of these leaves of absence, except

1 military leave, may be required to furnish a physician's statement as to
2 the employee's fitness for the performance of the employee's duties prior
3 to a return to work, and may be required to have a physical examination
4 by a University physician.

5
6 These leaves of absence, except military, will be granted with the
7 understanding that an employee will have the first consideration for
8 employment when the employee is ready to return to work. There is
9 no assurance that the employee will be reinstated in the employee's
10 former position unless such specific arrangement has been made by the
11 department at the time the leave is granted. Absences beyond one (1) year
12 will be considered a resignation, except for military leaves. The periods
13 of leave of absence will be exclusive of vacation pay.

14
15 Employees on leave of absence shall not accrue vacation, health and
16 personal leave or other fringe benefits, but may continue their Health
17 Insurance and Group Life Insurance, provided premiums are paid in
18 advance by the employee at full rate. Arrangements should be made to
19 pay this in advance.

20
21 **ARTICLE 22**
22 **VOTING TIME**
23

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

27
28 **ARTICLE 23**
29 **INCLEMENT WEATHER POLICY**
30

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

37
38 Employees who are not required to report to or remain at work shall be
39 paid at their regular rate for the hours scheduled that day but not worked
40 due to the closing.

1 Those employees on approved scheduled vacation or health and personal
2 leave during such a closing shall be charged leave time, regardless of the
3 weather conditions.

4
5 Employees who are late to work or unable to report to work due to severe
6 weather and travel conditions may charge any such lost time to either
7 accrued health and personal or vacation leave when the University has
8 remained open, or make up the time within the same workweek at the
9 mutual convenience of the employee and supervisor.

10
11 An employee may request to leave a work assignment early due to severe
12 weather and travel conditions. Such requests shall be honored unless it
13 would cause unreasonable hardship for the University and shall not be
14 charged as an unscheduled absence.

15
16 **ARTICLE 24**
17 **WORKER'S COMPENSATION**
18

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

25
26 If the disability keeps the worker from working for more than fourteen
27 (14) days the worker will be compensated from the first day of absence
28 with no charge against accrued leave, vacation or overtime.

29
30 Workers disabled for more than thirteen (13) weeks will receive a
31 benefit equal to two-thirds (2/3) of the worker's average weekly wage
32 not to exceed the New York statutory rate awarded by the Worker's
33 Compensation Board for the duration of the total temporary disability.

34
35 Any medical expenses incurred as a result of such injury at work will
36 be paid for by the University. The worker should not pay for any such
37 expenses from their own funds.

38
39 When a worker returns to work after an absence caused by an accident or
40 illness the worker may be required to furnish a physician's statement as to

1 fitness to perform usual duties. The worker may also be required to have
2 a physical examination by a University physician.
3

4 **ARTICLE 25**
5 **CLOTHING**
6

7 The University will make a reasonable monetary reimbursement for
8 clothing rendered useless through unusual or accidental events on the job.
9 The University will not reimburse employees for clothing worn out by
10 normal wear and tear. Each case will be considered on the basis of the
11 circumstances surrounding it. In the event a request for replacement is
12 denied it may be appealed within one week to the Zone Facility Director
13 for final determination. The University shall have the exclusive right to
14 determine the application of this provision in each case.
15

16 If safety shoes are required by the employer, the employee shall be
17 reimbursed by the employer for purchase(s) of up to one-hundred-
18 fifty dollars (\$150.00) annually, as long as the employee provides an
19 appropriate receipt. The employee or employer may request a Personal
20 Protective Equipment assessment to be conducted by either the Facilities
21 Management Safety Manager or a representative from Environmental
22 Health and Safety to determine whether safety shoes are required.
23

24 **ARTICLE 26**
25 **VOLUNTEER FIREFIGHTERS AND**
26 **EMERGENCY MEDICAL TECHNICIAN LEAVE**
27

28 Volunteer firefighters and/or an Emergency Medical Technicians (EMT)
29 must validate their association with a volunteer fire department and/or
30 volunteer emergency ambulance corps upon request from a supervisor.
31

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

1 departing the work place. The employee shall not depart from work
2 knowing that such departure may cause or contribute to unsafe conditions
3 at the University or damage to University property.

4
5 If after responding to a medical emergency or fire such employee's
6 service or presence is not required, the employee shall immediately return
7 to the employee's work assignment, provided there is time remaining in
8 the employee's shift.

9
10 In the event that a volunteer firefighter and/or an EMT is required to
11 respond to a working fire or emergency during the eight (8) hours
12 immediately preceding the start of the employee's shift, the employee
13 shall receive paid leave time off during the upcoming shift equal to the
14 actual time spent in resolving the emergency or fire. In no event shall the
15 employee receive paid leave time off for any time greater than their shift
16 assignment for that day.

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

22
23 The University may designate an employee as exempt from this
24 provision if the nature of the employee's job responsibilities are such
25 that the employee's sudden absence could create hazard or unduly disrupt
26 University business. The University reserves the right to verify any claim
27 or the length of any claim made by an employee under this provision.

28
29
30 **ARTICLE 27**
DIRECT DEPOSIT

31
32 Bargaining unit employees are encouraged to participate in the direct
33 deposit program so long as the University payday remains alternate
34 Thursdays.

35 **ARTICLE 28**
OTHER BENEFITS

36
37
38 The University agrees to automatically extend to the Union any
39 adjustments in the following benefits:
40

1 Air Travel
2 Cornell Health Care Plan (including prescription drug plan)
3 Contract College Health Care Plans
4 Cornell children's Tuition Scholarship (CCTS) Program
5 Group Life Insurance
6 Cornell Long Term Disability
7 Cornell University Retirement Plan (CURP)
8 New York State Employees Retirement System Benefits
9 (NYSERS)
10 Workers' Compensation
11 Cornell Short Term Disability Plan
12 Family & Medical Leave Act
13 Personal Accident Insurance
14 Faculty & Staff Assistance Program (FSAP)
15 Flexible Spending Accounts
16 Tax Deferred Annuity (TDA) Program
17 Paid Holidays (Ithaca Campus Only)
18 Flexibility in the Workplace
19 Health & Personal Leave
20 Sick Leave Conversion for Post-Retirement Health Insurance
21 Emergency Responder Leave
22

23 **ARTICLE 29**

24 **FAIR EMPLOYMENT PRACTICES**

25
26 The employer and the Union affirm the principle of equal employment
27 opportunity. There will be no discrimination to the extent prohibited by
28 law with reference to terms and conditions of employment because of
29 race, creed, color, sex, age, religion, national origin, citizenship, marital
30 status, protected veteran's status, disability, sexual orientation or on any
31 other basis as prohibited by law, except where age or sex is a bona fide
32 occupational qualification. The Union acknowledges receipt of a copy
33 of the Employer's Affirmative Action and Workforce Program and will
34 assist in implementing said program.
35

36 **ARTICLE 30**

37 **MANAGEMENT RIGHTS**

38
39 The parties agree that operation of the University including management
40 and direction of its employees, and their work, is the exclusive right of the

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

19
20 It is understood that all the functions, powers, and responsibilities of the
21 University are retained except those expressly modified by an express
22 provision of this Agreement.

23
24 The University must inform the Union, at least ninety (90) calendar days
25 in advance of the termination or divestment of itself from any part of the
26 University operation.

27
28 **ARTICLE 31**
29 **HEALTH AND SAFETY**
30

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

38
39 The Union will make a reasonable effort to train employees to become familiar
40 with OSHA requirements and to report hazards to their immediate supervisors.

1 The Union recognizes that management has an obligation to comply with
2 Federal, State, and local laws, regulations, and public policies concerning
3 energy conservation measures.
4

5 **APPENDIX 1**
6 **APPRENTICE WAGES**
7

8 An Apprentice in a particular craft shall be paid a percentage of the regular
9 full-time journeyman rate provided under the terms of this Agreement
10 for that craft, for each credited one thousand (1,000) hours of training or
11 six (6) month period.
12

13 All apprentices shall be paid in accordance with the percentage schedules
14 in effect for the respective downtown trade programs.
15

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

TEMPORARY TRADES CONTRACTS AND BENEFIT FUNDS

1		
2		
3		
4	Northeast Regional Council of	Laborers International Union of
5	Carpenters Local #281	North America #785
6	Health & Welfare	Dues
7	Pension Fund	Welfare
8	Defined Contribution Fund	Pension
9	Dues	Defined Contribution
10	Empire Labor Management Fund	Training Fund
11	Education and Training Fund	LECET
12	UBC fund (not listed in contract booklet)	NY State Health & Safety
13	Industry Advancement Program	Death Benefit Fund
14	(we do not pay this)	Political Action Fund
15		
16	International Brotherhood of Electrical	IUPAT Painter District Council No. 4
17	Workers #241	Dues
18	IBEW	CNY Health & Welfare
19	NEBF	CNY Annuity
20	Health & Welfare	LMCI
21	Pension Fund	IUPAT FTI
22	Apprentice & Training	IUPAT Pension
23	NLMCC	IUPAT Annuity
24	Annuity	Apprentice Fund
25	Labor Management Cooperation	DC#4 STAR Fund
26	Committee (LMCC)	
27	Administrative Maintenance Fund (AMF)	United Assoc. of Plumbers and
28	Savings/Vacation Fund	Steamfitters
29	Dues	Local #267
30		Working Dues Assessment
31	Bricklayers & Allied Craftworkers	Benefit & Defense Fund
32	Local #3NY	Health & Welfare
33	Dues	Pension
34	BAC/PAC	Annuity
35	Organizational Fund	Apprentice Training Fund
36	International Pension Fund	International Training Fund
37	Training Fund	
38	International Masonry Institute (IMI)	SMART Twin Tier Sheet Metal
39	Health & Welfare	Workers #112
40	Annuity	Working Assessment Dues
41	Pension	Vacation Fund
42	IPF-PPA Assessment	National Pension Fund
43	(could not find in contract)	ITI/NEMI
44	Market Recovery (not found in contract)	SMOHIT
45		IAP
46		Health & Welfare
47		Industry Education
48		Local Pension
49		Local Annuity

ARTICLE 32
SIGNATURES

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

For Cornell University

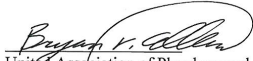


Director, Workforce Policy
& Labor Relations
Division of Human Resources
& Safety Services

For Tompkins Cortland Counties
Building Trades Council,
Maintenance Division



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



United Association of Plumbers and
Steamfitters, Local 267



IUPAT Painters, District Council 4



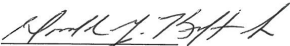
International Union of Bricklayers and Allied
Craftworkers, 3 N.Y.



International Brotherhood of
Electrical Workers, Local #241



Northeast Regional Council of
Carpenters, Local #277



SMART Twin Tier
Sheetmetal Workers, Local #112

1 **SIDE LETTER OF AGREEMENT**
2 **EMCS SHIFT DIFFERENTIAL**
3

4 Employees working the rotating shift will be paid \$1.19 per hour for
5 second and third shifts during the week and \$2.06 per hour for second and
6 third shifts on weekends.
7

8 Effective the first pay period in July of each year of this agreement this
9 amount will change as determined by the variance in the Consumer Price
10 Index-All Urban Consumers (CPI-U) as published by the United States
11 Bureau of Labor Statistics for the period June - May of the preceding
12 months. If the Consumer Price Index-All Urban Consumers (CPI-U) is
13 less than or equal to zero, the amount will not change.
14

15 Management will have the right to schedule new employees hired into the
16 Controls Shop in a non-shift position for up to a maximum of one year
17 from the date of hire. Following this one year period, seniority shall be
18 respected in the determination of shift assignment.
19

20 **SIDE LETTER OF AGREEMENT**
21 **LABORERS**
22

23 The contract language in Article 1, Recognition, regarding jurisdiction
24 of Trade Assistants, in no way restricts Laborers International Union of
25 North America, Local 785, from inclusion in discussions and outcomes,
26 if any, of continuing dialogue with Cornell University Administration
27 and the Iron Workers, Asbestos Workers, Roofers, Sprinkler Fitters and
28 Operating Engineers.
29

30 **SIDE LETTER OF AGREEMENT**
31 **WORK RULE CHANGES**
32

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

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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.

1 **SIDE LETTER OF AGREEMENT**
2 **JOB SECURITY**
3

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

13
14 When a regular position is open and available to be refilled, the University
15 will post the vacancy within thirty (30) days and work expeditiously to fill
16 that position to at least maintain the agreed upon levels of each trade for
17 the duration of this contract under the conditions set forth above.
18

- 19 • Electricians – 55
- 20 • Sheet Metal – 5
- 21 • Masons – 3
- 22 • Painters – 6
- 23 • Trades Assistants – 3
- 24 • Plumbers – 49
- 25 • Carpenters – 12
- 26 • Maintenance Assistants - 4

27
28 **SIDE LETTER**
29 **WORKERS' COMPENSATION AND SHORT TERM**
30 **DISABILITY LIGHT DUTY WORK ASSIGNMENTS**
31

32 The university will continue its present practice to make reasonable
33 efforts to provide light duty work on a case-by-case basis when feasible
34 and available.
35
36
37
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39
40

1 **SIDE LETTER OF AGREEMENT**
2 **BUILDING TRADES MAINTENANCE ASSISTANT**
3

4 The University will create a new, multi-trade BTC bargaining unit
5 Maintenance Assistant position in accordance with the following side
6 letter “Minor Repairs Performed On Campus.” The University will hire
7 no more than fifteen (15) Maintenance Assistant positions unless the
8 parties agree to increase that number.
9

10 **SIDE LETTER OF AGREEMENT**
11 **MINOR REPAIRS PERFORMED ON CAMPUS**
12

13 I. Definition: For purposes of the administration of this Article, the
14 phrase “within the exclusive jurisdiction of the BTC” shall include all
15 maintenance work other than the specific minor repairs listed here under
16 and other tasks that are of a nature that is less complicated and requires
17 less skill than performance of the minor repairs list in paragraph D
18 (1) through (7) below. Only BTC journeymen and apprentices may
19 perform work within the exclusive jurisdiction of the BTC.
20

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

- 23 A) Campus Life (Residence Halls, Dining Halls, Cornell University
24 Owned Fraternities and Sororities) and Statler Hotel – Building Trades
25 Maintenance Assistants and/or UAW represented Maintenance Mechanics
26 may perform the work described below. At these sites, said employees
27 shall perform no work within the exclusive jurisdiction of the BTC.
28
- 29 B) Sites Other Than Campus Life and Statler Hotel – Building Trades
30 Maintenance Assistants and Building Trades journeymen (as
31 assigned by management) may perform the work described below.
32 Other than S09, S10 and S11 grandfathered positions listed below and
33 agricultural research workers performing minor repair work as part of
34 their current overall duties, UAW represented employees shall not be
35 utilized to perform the work described below, except on an emergency/
36 incidental basis.
37

38 The parties agree that grandfathered status is limited to and will apply
39 only to the four (4) Mechanical Shop Shift Mechanic positions and the
40 five (5) positions in the units listed below:

- 1 S09 Lab of Ornithology
- 2 S09 Dean of Students
- 3 S10 Plantations
- 4 S10 Plantations
- 5 S10 Vet – Baker Institute
- 6 S11 Mechanical Shop/Shift Mechanics (4 positions)

7
8

9 C) Building Trades Maintenance Assistants – Whether utilized in Campus
10 Life and Statler Hotel (“A” above) or any other University site (“B”
11 above), the Building Trades Maintenance Assistants shall perform no
12 work within the exclusive jurisdiction of the BTC.

13

14 D) Crafts

15 1) Sheet Metal

- 16 a) Repair residential scale and style gutters;
- 17 b) Replace diffusers and grills without balancing dampers in kind;

18 2) Painter

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

23 3) Electrician

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

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

36 4) Carpenters

- 37 a) Lubricate door hardware;
- 38 b) Adjust door hardware;
- 39 c) Patch or repair a portion of drywall less than 1 sq. ft. that does
40 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).

1 They shall also have the following hours of work and scheduling
2 provisions:

3
4 – Overtime – payable at one and one-half times the hourly rate for all
5 hour paid over forty (40) in workweek.

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

11
12 – Emergency Call Back – employees required to return to work
13 after leaving the premises following their work shifts shall be paid a
14 minimum of four (4) hours pay. In the event that an employee is called
15 back a second time after leaving work within eight (8) hours only
16 actual hours worked during the call-back shall be counted towards the
17 calculation of overtime.

18
19 – Hours of Work – the University reserves the right to determine and
20 /or amend daily hours of work, and weekly work schedules.

21
22 – Changing Schedules – when feasible the department shall give
23 employees one week notice prior to weekly work schedule changes or
24 long term changes in work location. Except in emergency situations
25 no schedule shall be changed for any single employee more than three
26 times in a fiscal year to avoid overtime without the employees consent.
27 This does not apply to employees hired with the understanding that
28 the position requires a variable schedule.

29
30 – Holiday Pay – employees who are required to work on a University
31 holiday will receive pay at 1.5 times their normal rate for hours
32 actually worked on that holiday plus regular pay for the balance of
33 the hours, if any, not worked on the holiday. In addition, the employee
34 shall receive paid leave time off equal to the number of hours worked
35 on that holiday, not to exceed the employees standard work day.
36 Unused paid leave time will be paid out at the end of the fiscal year.
37 At the discretion of the department after advanced discussion with
38 the employee, employees may receive holiday pay in lieu of holiday
39 paid leave time off. Only time worked in this option shall be used for
40 overtime purposes.

1 **Enforcement:**

2 For purposes of monitoring compliance with this Article, the BTC
3 shall, upon request, be provided with all service requests filled by UAW
4 maintenance mechanics.

5
6 With respect to work other than that described in D (1) – (7) above, the
7 University reserves to right to file a charge under 29 U.S.C. Section 158
8 (b) (4) (ii) D. Upon the filing of such a charge, the Union, at its option, may
9 reopen negotiations limited to the issue of the scope of bargaining unit
10 work. The parties shall bargain in good faith in an attempt to resolve their
11 difference and if unable to do so, shall submit their dispute to a mutually
12 selected Arbitrator for resolution. The Arbitrator shall apply “Baseball
13 Arbitration” principles to his/her award. The fees of the Arbitrator shall be
14 shared equally between the parties. The no-strike/no lockout provisions
15 set forth in the parties’ agreement shall continue to govern all aspects of
16 any reopened negotiations.

17
18 To the extent work is performed contrary to the Minor Repairs Performed
19 on Campus Side Letter, the BTC reserves its right to grieve that work in
20 accordance with the following expedited grievance/arbitration procedure:

21
22 **Step 1**

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

27
28 **Step 2**

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

35
36 **Step 3**

37 The issue before Arbitrator James Markowitz shall be limited to: Does
38 the performance of [work description] violate Exhibit 1 - Minor Repairs
39 Performed on Campus? If so, what shall the remedy be?
40

1 **Step 4**

2 The Decision of the Arbitrator shall be final and binding and shall control
3 the assignment of work going forward.

4
5 **Step 5**

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

8
9 **SIDE LETTER**
10 **SUBCONTRACTED JURISDICTIONAL DISPUTES**

11
12 The Union accepts as its remedies for subcontracted work giving rise to
13 jurisdictional disputes the matrix listed below:

14
15 Sub Contracted Work Jurisdiction Resolution Matrix

16

	Work By	Remedy	Example Disputes
17 18 19 20	1) Collective Bargaining Agreement (CBA) members	BTC/union internal matter. No CU role or arbitration.	Duffield Hall & North Campus – Plumbers vs Laborers installing chilled water plastic piping.
21 22 23	2) CBA members and other trades unions	BTC/union internal matter. No CU role or arbitration.	Physical Sciences – Sheet Metal Workers vs Iron Workers hanging curtain wall.
24 25	3) Non-CBA member and non-trades unions	Not an issue for this CBA.	
26 27 28 29 30 31	4) CBA work by non-union work	Arbitrable if CBA members claim jurisdiction.	Schoellkopf Hall - Asbestos abatement demolition done by non-union workers but is laborer work. Animal Health Diagnostic Lab – Sidewalk work done by non-union labor.

32 Cornell will provide to the Union the weekly Facilities Contract Report

33
34
35 **SIDE LETTER OF AGREEMENT**
36 **LANG LETTER TO MARSH, JANUARY 7, 2010**

37
38 The letter from Jessica Lang to David Marsh, dated January 7, 2010 is
39 accepted by the union as a satisfactory explanation of the Performance
40 Appraisal as it relates to discipline.

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