

AGREEMENT BETWEEN

CORNELL UNIVERSITY

**NEW YORK STATE SCHOOL OF
INDUSTRIAL AND LABOR RELATIONS,**

NEW YORK CITY OFFICE,

AND

**THE COMMUNICATION WORKERS
OF AMERICA,**

AFL/CIO

80 PINE STREET, NEW YORK, NY 10005

APRIL 1, 2018 – MARCH 31, 2023

TABLE OF CONTENTS

TITLE	ARTICLE	PAGE
RECOGNITION	1	1-2
TERMS OF AGREEMENT	2	2
MANAGEMENT RIGHTS	3	3-4
UNION SECURITY	4	4
DUES CHECK-OFF	5	4-5
NO STRIKE GUARANTEE	6	5
FAIR EMPLOYMENT PRACTICES	7	5-6
UNION STATUS AND RIGHTS	8	6-7
SENIORITY	9	7-9
FILLING JOB VACANCIES	10	9-10
GRIEVANCE PROCEDURE AND ARBITRATION	11	10-13
DISCIPLINE AND DISCHARGE	12	14-15
FLEXIBLE WORKING HOURS	13	15
LEAVE OF ABSENCE WITHOUT PAY	14	15-17
JURY DUTY LEAVE	15	17
BEREAVEMENT LEAVE	16	17
MILITARY LEAVE	17	17-18
VACATION	18	18-19
HOLIDAYS	19	19-21
OTHER BENEFITS	20	21
HOURS OF WORK AND OVERTIME	21	22-23
WAGES	22	24-25
SEPARABILITY	23	25
TEMPORARY ASSIGNMENTS	24	25
TECHNOLOGICAL/ORGANIZATIONAL CHANGES	25	26
PROFESSIONAL DEVELOPMENT	26	27

TITLE	ARTICLE	PAGE
SUCCESSORSHIP	27	27
DURATION OF AGREEMENT	28	27
AGREEMENT	29	28
RECLASSIFICATIONS	30	29
LETTERS OF UNDERSTANDING		30
APPENDIX: LIST OF JOB TITLES		31
INDEX		32

1
2
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ARTICLE 1 RECOGNITION

10 This is an Agreement between Cornell University New York State
11 School of Industrial and Labor Relations, Extension Division, New
12 York City Office, (herein, "Employer") and the Communication
13 Workers of America, (AFL/CIO), 80 Pine Street, New York, NY
14 10005 (herein, "Union").

15 The Employer recognizes the Union as sole and exclusive collective
16 bargaining agent with respect to hours, wages, and other terms and
17 conditions of employment of all regular full-time, regular part-time,
18 support staff employees, administrative aides, and reproduction
19 employees employed by the Employer at the New York State School
20 of Industrial and Labor Relations, Extension Division, New York City
21 Office as certified by the National Labor Relations Board by case
22 2-RC- 21877. Full-time employees shall be those defined as regularly
23 scheduled to work a minimum of thirty-five (35) hour per week.
24 Part-time employees shall be those defined as regularly scheduled to
25 work twenty (20) hours per week but less than thirty-five (35) hours
26 per week. Excluded are all temporary, student and other employees,
27 guards, professional employees and supervisors as defined in the act.

28 A "temporary employee" is one who is hired to fill a vacated permanent
29 position on a temporary basis, who is hired for a special project or to
30 replace a unit employee who is on vacation or any contractual leave of
31 absence provided herein and shall be administered as followed:

32 (i) Temporary employee filling a vacated permanent position on a
33 temporary basis:

34 A temporary employee shall continue employment with the university
35 for a period of up to six (6) months and is so informed at the time of
36 hire. The university shall fill that position on a permanent basis as per
37 Article 10, Filling Job Vacancies, within a six (6) month period.

38 (ii) Hired for a special project:

39 When a temporary employee is hired for a special project the term of
40 employment will start and end with the term of the special project.

41 (iii) To replace a unit employee who is on vacation or on a
42 contractual leave of absence provided herein:

43 The university shall have the right to move the temporary employee
44 from position to position without a break of service. The university

1 shall notify the union and the shop steward in writing whenever it hires
2 or extends the hire of a temporary employee.
3

4 The six (6) month period referred to in (i) above, may be extended
5 at the option of the university upon advance notice in writing to the
6 union and the shop steward for the entire length of any contractual
7 leave and the employee shall still be considered a temporary employee.

8 A temporary employee, as defined above, shall be covered by the
9 terms and conditions of this agreement during the extended period of
10 temporary employment.
11

12 Upon the return of the temporarily replaced unit employee or the
13 expiration of the temporary employment, the university may either
14 terminate the temporary employee or retain the temporary employee in
15 a unit classification subject to Article 10, Filling Job Vacancies. In the
16 event the employee is retained, he/she shall be covered by the terms of
17 this agreement in the same manner as all newly hired regular full-time
18 employees including that such employees must successfully complete
19 the mandatory probationary period which shall begin on the date of the
20 employee's designation as a regular full-time employee.
21

22 Bargaining unit employees who are immediately able to satisfactorily
23 perform the available work shall be offered available overtime hours
24 before such overtime hours are either outsourced or made available to
25 the temporary employees who are then working.
26

27 **ARTICLE 2**
28 **TERMS OF AGREEMENT**
29

30 This Agreement constitutes the full, complete and final understanding
31 and agreement of the parties for the duration hereof. The parties
32 voluntarily and unqualifiedly waive the right, and each agrees that
33 the other shall not be obligated, to bargain collectively with respect
34 to any subject or matter whether or not referred to or covered in this
35 Agreement, even though such subject matter may or may not have been
36 within the knowledge or contemplation of either or both parties at the
37 time that this Agreement was negotiated or signed. The execution of
38 this Agreement shall not result in any abridgment of the rights retained
39 by the University pursuant to Article 3.
40

41 It is agreed by and between the parties that any provision of this
42 Agreement which is subject to funding by the State of New York shall
43 not become effective until appropriate approval by the State.
44

**ARTICLE 3
MANAGEMENT RIGHTS**

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

1. determine the mission, purposes, objectives, policies, and programs of the institution;
2. determine the facilities, methods, standards, and means of operation, and number and qualifications of personnel required for the conduct of its program;
3. determine and/or alter work schedules, hours of employment, and the duties, responsibilities and assignments of employees with respect hereto;
4. recruit, hire, approve, train, retain, evaluate, transfer, promote, demote, layoff and recall employees;
5. determine or change job content, classify or reclassify positions and allocate or reallocate new or existing positions;
6. discipline or discharge employees in accordance with the provisions of this Agreement and rules and regulations promulgated hereunder;
7. promulgate, modify and enforce rules and regulations and qualitative and quantitative standards of performance;
8. although the University retains the right to subcontract unit work, the University agrees that it will make reasonable effort to avoid employee layoffs where sub-contracting may eliminate unit jobs; and, no employee who is employed as of the date of the ratification of our April 1, 2018 – March 31, 2023 agreement shall be laid off as a result of subcontracting during the term of the aforesaid Agreement.

1 9. change existing, or introduce new equipment, operations, methods,
2 processes, means or facilities as determined to be in the best
3 interest of the University.

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

11 **ARTICLE 4**
12 **UNION SECURITY**

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

27 **ARTICLE 5**
28 **DUES CHECKOFF**

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

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

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

14
15 **ARTICLE 6**
16 **NO STRIKE GUARANTEE**

17
18 There will be no strike, work stoppage, work interruption, slow down,
19 sympathy strike, picketing or boycott by the Union or any employee
20 during the life of this Agreement.

21
22 In the event of any such action or interference, and on notice from the
23 University, the Union without any delay shall take whatever affirmative
24 action is necessary to prevent and bring about the termination of such
25 action or interference. Such affirmative action shall include immediate
26 disavowal and refusal to recognize any such action or interference and
27 the Union immediately shall instruct any and all employees to cease
28 their misconduct and inform them that their misconduct is a violation
29 of the Agreement subjecting them to disciplinary action.

30
31 The University agrees that it will not lock out its employees during the
32 term of this Agreement.

33
34 **ARTICLE 7**
35 **FAIR EMPLOYMENT PRACTICES**

36
37 The University and the Union recognize their mutual obligations that
38 the provisions of this Agreement be applied to all employees covered
39 by this Agreement without regard to race, creed, color, religion, age,
40 sex, sexual orientation, citizenship status, union activity, marital status,
41 disability, national origin, Vietnam era veteran or disabled veteran
42 status. Any employee claiming he/she was discriminated against
43
44

1 based upon one (1) of the above-noted protected categories may file
2 a grievance at Step 2 of the Grievance Procedure, Article 11 of the
3 Agreement.
4

5 The University and Union recognize their mutual obligations under
6 the various Affirmative Action and Equal Employment Opportunity
7 statutes and regulations, labor laws and federal, state and local laws.
8

9 **ARTICLE 8**
10 **UNION STATUS AND RIGHTS**

11 Stewards

12 The Union will the notify Employer in writing of the elected officers
13 and stewards (and their alternates in case of the absence of any union
14 representative authorized to administer this Agreement on behalf of the
15 union), and the Employer shall recognize no others.
16

17 Access

18 An authorized non-employee Union representative shall have
19 reasonable access to Employers premises to ascertain whether
20 conditions of this Agreement are being observed, provided there is no
21 interruption of service or the Employers activities. As a courtesy the
22 Union shall notify management of any visit.
23

24 All employees shall have the right to review their personal employee
25 records once a year upon one (1) week's prior written request for
26 records maintained in the New York City office and one (1) month's
27 prior written request for records maintained in Ithaca, New York.
28

29 Administration

30 For purposes of conducting union business (e.g., Steward meetings,
31 pre-grievance investigations, etc.) during working hours, the University
32 will grant union steward(s) and or other bargaining unit members a
33 reasonable amount of unpaid union business leave. Where feasible,
34 employees will be excused for such leaves provided that the University
35 is given two (2) work days advance notice prior to the date of the leave.
36 When the Union and the University jointly collaborate on projects,
37 presentations, investigations, etc., which further both labor and
38 management initiatives, employees shall sustain no loss of pay when
39 time spent on such initiatives cuts across normal working hours.
40

41 The University will grant two (2) union stewards or their designee
42 three (3) days of paid union business leave within the fiscal year (July
43 1 – June 30) upon one (1) weeks advance written notice.
44

1
2 Bulletin Board

3 A suitable bulletin board or bulletin board space shall be provided at
4 the employer's premises for the Unions use.
5

6 **ARTICLE 9**
7 **SENIORITY**
8

9 Seniority is defined as the length of time an employee has been
10 continuously employed by the University within the bargaining unit.
11

12 Probationary Period

13 Every new employee will be on probation for a period of ninety (90)
14 calendar days. During that probationary period the new employee
15 shall have no seniority and may be discharged at the employer's will.
16 Periods of temporary layoff, disability and workers' compensation
17 shall extend the probationary period accordingly. The University may
18 extend the probation period for an additional thirty (30) days with
19 the approval of a Union official. Upon satisfactory completion of
20 the probationary period seniority shall commence, retroactive to the
21 last date of hire. During their probationary period, employees shall
22 have no seniority rights and may be terminated at the sole election of
23 the University and without recourse to the grievance and arbitration
24 provisions of this Agreement.
25

26 Any employee transferred from a position excluded from the
27 bargaining unit shall have no seniority if transferred into the bargaining
28 unit. Such an employee shall be considered a "new hire" for seniority
29 purposes. Employees who transfer out of the bargaining unit to accept
30 a supervisory position or other regular position not included in the
31 bargaining unit shall have their seniority frozen as of the date of
32 transfer.
33

34 Employees hired on the same date shall rank for seniority according to
35 the last four (4) digits of their social security number with the employee
36 having the highest number being given the highest rank.
37
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1 Layoff

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

- 7
- 8 a. The University shall layoff employees in the inverse order of
9 seniority. However, if an employee in the pay band whose
10 seniority would otherwise cause his/her layoff cannot be replaced
11 by an employee in the same pay band who is qualified to serve as
12 a replacement with only reasonable training, not to exceed twenty
13 (20) working days, the next less senior employee will be laid off.
- 14 b. In the event of recall, the University shall recall by order of
15 seniority. Senior employees will be recalled first and so on.

16

17 Severance

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

26

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

31

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

39

40 Loss of Seniority

41 All seniority rights and all other rights under this Agreement shall be
42 lost if the following occurs:

43

44

- 1 1. The employee resigns employment.
- 2
- 3 2. The employee is discharged for cause.
- 4
- 5 3. The employee retires from Cornell University.
- 6
- 7 4. The employee is absent from active employment for one (1) year.
- 8
- 9 5. The employee is absent from work for three consecutive working
- 10 days without directly notifying the supervisor or the departmental
- 11 administrator, by phone or email in keeping with departmental
- 12 procedures and provided the failure to notify is not due to
- 13 circumstances beyond the control of the employee.
- 14
- 15 6. The employee fails to return to work for three consecutive
- 16 working days, provided the failure to return to work is not due to
- 17 circumstances beyond the control of the employee, after:
- 18
- 19 - the expiration of an approved leave of absence,
- 20 - recall from layoff,
- 21 - the expiration of vacation,
- 22 - or disciplinary suspension,
- 23 - expiration of disability or workers' compensation status
- 24

25 Regular Employees Hired for a Specific Term (Term Employees)

- 26
- 27 1. Term employees will not acquire rights until the job/position is
- 28 made regular.
- 29 2. Term employees made regular shall have their seniority date
- 30 made retroactive to the date of the commencement of their term
- 31 appointment.
- 32 3. Term appointees shall not have any displacement rights over
- 33 regular employees unless and until they obtain regular status.
- 34

35 **ARTICLE 10**

36 **FILLING JOB VACANCIES**

37

38 The university will post job openings which may occur in the bargaining

39 unit at the ILR Extension Office in New York City in accordance with

40 the following procedure:

41

42

43

44

- 1 1. The University will post via e-mail all job vacancies which occur
2 in the bargaining unit including the job description and grade while
3 concurrently advertising the position externally. The University
4 will limit consideration to internal candidates for a minimum of
5 five (5) working days before considering external applicants.
- 6 2. Special effort will be made to contact employees who are absent
7 during the posting period to notify them of the job vacancy.
8 Employees who are absent for the duration of the posting period
9 and who return to work within fifteen (15) calendar days of the
10 initial posting, shall have five (5) days working from their date of
11 return to apply for the position.
- 12 3. The job opening shall be filled by regular members of the
13 bargaining unit by seniority provided the employee has the
14 recognized skill and ability to immediately perform the job, or will
15 be able to perform the job after a reasonable amount of training,
16 not to exceed twenty (20) working days.
- 17 4. The University will provide the union with a list of all bargaining
18 unit members, their titles and pay grades annually. The union shall
19 provide the University a list of shop stewards annually.
- 20 5. The university agrees to provide unit members who are not offered
21 a job for which they have applied a general written explanation of
22 why they were not selected. A copy will also be provided to a unit
23 shop steward.

24
25 **ARTICLE 11**
26 **GRIEVANCE PROCEDURE AND ARBITRATION**
27

- 28 1. "Grievance" within the meaning of the Agreement shall be defined
29 as any matter involving the interpretation or application of this
30 Agreement, which alleges a violation of the rights of an employee,
31 or the Union under the terms of this Agreement.
32
- 33 2. An employee grievant and/or one Union representative
34 participating in the required meetings of the Grievance Procedure,
35 Steps I through 4 inclusive, as set forth in this Article, during
36 working hours shall suffer no loss of wages for the time spent
37 in such meetings. Whenever possible grievance meetings shall
38 be scheduled during the grievant's normal working hours, at a
39 mutually convenient time.
40
- 41 3. In no instance shall a grievance be filed after ten (10) working days
42 for discipline and thirty (30) working days for other grievances
43 from the date of its occurrence or reoccurrence. Any grievance
44

1 not processed at each level within the number of working days
2 specified herein shall be regarded as settled on the basis of the
3 University's most recent answer. If the University should fail to
4 observe the time limits in a specific step, the grievance may be
5 appealed to the next step or the Union may wait for the University's
6 response. "Working Day" within the meaning of this Article shall
7 be defined as Monday through Friday, excluding all paid holidays.
8

9 4. Settlements through Step 2 of the Grievance Procedure shall not
10 establish a precedent or practice for either party. The Union or the
11 University may withdraw a grievance at any step without prejudice
12 or precedence.
13

14 5. Initial steps and time limits in the Grievance Procedure may be
15 waived by written mutual agreement of both the University and a
16 Union representative.
17

18 6. No employee shall be discriminated against for participating in the
19 Grievance Procedure.
20

21 7. Where an employee's presence as a witness is required during the
22 adjustment of a grievance or during arbitration, the University shall
23 excuse that employee from work. Neither party, however, shall
24 be responsible for the expense of witnesses called by the other,
25 including lost work time. Witnesses called by mutual agreement
26 in advance of the witness appearance shall not lose pay.
27

28 8. At each step of the grievance procedure, each party shall present
29 the facts and documents known to the party at the time to support
30 its position on the grievance.
31

32 All matters coming under this Article may first be discussed between
33 the aggrieved employee, a unit shop steward and his/her supervisor. If
34 a resolution is reached it shall not establish a precedent or practice for
35 either party.
36

37 All grievances shall be processed and settled in conformity with the
38 following procedure:
39

40 Step 1. The aggrieved employee and his/her steward will write out the
41 grievance indicating the nature of the grievance, the facts upon which it
42 is based, the contractual provisions that the grievant believes has been
43 violated, and the remedy sought. The grievance shall be heard by the
44

1 grievant's supervisor who shall render his/her answer in writing within
2 ten (10) working days from the date the grievance was discussed.
3 Such discussion shall take place within ten (10) working days of the
4 submission of the grievance. In the event a satisfactory settlement is
5 arrived at, the parties will execute the appropriate grievance forms. In
6 the event no satisfactory settlement is arrived at, the procedure will
7 then go to Step 2.

8
9 Step 2: If the immediate supervisor's written response does not resolve
10 the grievance and the union chooses to pursue the matter further, the
11 immediate supervisor's answer shall be appealed within ten working
12 days to the Assistant Dean for Human Resources or his/her designee.
13 The Assistant Dean for Human Resources or his/her designee shall
14 within twenty (20) working days from the date the grievance is
15 appealed, meet and discuss the grievance with the employee, the
16 steward and a union representative. A written answer to the grievance
17 shall be provided to the employee and the union representative within
18 fifteen (15) working days of the step 2 meeting.

19
20 Step 3: If the grievance has not been satisfactorily resolved, the union,
21 within ten (10) working days of receipt of the step two answer may
22 appeal the grievance to the Director of Labor Relations. The union's
23 representative, and the Assistant Dean for Human Resources for the
24 School of ILR or the Director of Labor Relations will consult with each
25 other within twenty (20) working days of receipt of the Step 2 response
26 in an effort to resolve the grievance. The employer will provide a Step 3
27 answer within ten (10) working days following the step 3 consultation.

28
29 Grievance Mediation
30 Upon mutual agreement, the University and the Union will request
31 a Federal Mediator from the Federal Mediation and Conciliation
32 Service for the purpose of grievance mediation. This process may be
33 implemented with mutual agreement prior to filing for Arbitration, or
34 in the time frame between the filing for Arbitration and the Arbitration
35 proceedings. In the event Grievance Mediation is chosen prior to
36 filing for Arbitration, the time limits for filing for Arbitration will
37 be extended to accommodate the Grievance Mediation process. The
38 decision/ recommendations of the Federal Mediator shall not be
39 binding on either party and may not be introduced in any subsequent
40 arbitration proceedings.

41
42 Step 4 - Election to Arbitrate: If the grievance remains unresolved
43 after the Step 3 answer from the University, the designated Union
44

1 Representative may appeal the grievance to arbitration within forty-
2 five (45) days from the Step 3 answer by written notice to the American
3 Arbitration Association requesting that agency to provided panels from
4 which the arbitrator shall be selected.

5
6 The jurisdictional authority of the arbitrator is defined and limited to the
7 determination as to whether there have been violations of the provision
8 or provisions of the Agreement as set forth in the written grievance; the
9 arbitrator shall have no power to add to, subtract from, or modify any
10 of the terms of this Agreement. The decision of the arbitrator shall be
11 based exclusively on evidence presented at the arbitration hearings and
12 shall be final and binding on all involved parties.

13
14 Where the decision of the arbitrator includes an award for back pay,
15 back wages shall be limited to the amount of wages that the employee
16 otherwise would have earned less any unemployment compensation or
17 other additional interim payments or compensation.

18
19 The parties shall bear their own expenses and share in the arbitrator's
20 fee and expenses equally. Each party shall be responsible for the
21 expenses of its witnesses and representatives, except as provided in
22 Section 7 of this Article. Either party may be represented by counsel.

23
24 Except as otherwise provided for in this Agreement, the University may
25 temporarily fill any position pending the resolution of the grievance.

26
27 Grievances involving suspension or discharge may be submitted
28 directly to Step 2 if mutually agreed upon. In order to be timely filed,
29 such grievance must be submitted in writing to the Assistant Dean for
30 Human Resources within thirty (30) calendar days.

31
32 The time periods and limits provided in this Article shall not include
33 Saturdays, Sundays or contractual holidays. Such time periods may
34 be extended only by mutual agreement of the university and the union.
35 In the absence of such agreement, the time limits shall be mandatory.

36
37 It is agreed that the use of the grievance procedure set forth herein
38 shall be mandatory and shall be regarded as the sole and exclusive
39 machinery for the adjustment of claims or grievances. The union may
40 not at any time resort to economic action in support of grievances while
41 they are being processed or thereafter.

42
43 All grievance forms shall be printed and supplied by the union.

44

1 Probationary employees shall be exempt from the provisions of this
2 Article.

3
4 **ARTICLE 13**
5 **FLEXIBLE WORKING HOURS**
6

7 The University shall consider employee requests for flexible working
8 hours. Employees are expected to work their regular seven (7) hour
9 shift between the hours of 8am to 5pm, Monday through Friday. In the
10 event an employee is unable to work their shift within these hours or
11 wants to work an alternative schedule, he or she must request flexible
12 working hours under this Article.

13
14 Metropolitan District Office shall review such requests based upon the
15 District's determination that it would be able to sustain its work flow
16 and/or meet its requirements. While the decision to grant such requests
17 is the University's, the employee may grieve a denial of such a request
18 to the Third Step of the Grievance Procedure for final disposition by
19 the parties but the denial shall not be arbitrable.

20
21 **ARTICLE 14**
22 **LEAVE OF ABSENCE WITHOUT PAY**
23

24 Short-Term Position Leave

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

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

36
37 Long-Term Personal Leave

38 All regular full-time and part-time employees with at least one year
39 of continuous service prior to the date of leave are eligible for a long-
40 term personal unpaid leave of up to a maximum length of one year.
41 The employee's position will not be held open, and there shall be no
42
43
44

1 guarantee of re-employment. However, employees on unpaid long-
2 term leaves of absence may use their seniority to apply for vacant
3 bargaining unit positions in keeping with Article 10.

4
5 Eligible employees may be authorized to take a long-term unpaid
6 personal leave for the following reasons:

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

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

26
27 Cornell Children's Tuition Scholarship will be continued until the
28 end of the term in which a leave begins, then discontinued until the
29 employee returns to regular University service.

30
31 Requests for unpaid long-term personal leave are granted entirely at
32 the discretion of Office of Human Resources. Denials shall not be
33 unreasonable but shall not be grievable.

34
35 General Provisions For Short-Term And Long-Term Unpaid Personal
36 Leaves

37
38 Accrued vacation must be exhausted before a long term unpaid
39 personal leave begins. An employee shall not be eligible for health
40 and personal leave or disability benefits while on an approved unpaid
41 leave. Health and personal leave and vacation will not accrue while
42 an employee is on unpaid leave. If the employee returns to active
43 employment at the University within the limits specified by the unpaid

1 leave of absence agreement, health and personal leave shall be restored
2 to its former level.

3
4 Acceptance of any employment inconsistent with the unpaid leave will
5 result in termination.

6
7 **ARTICLE 15**
8 **JURY DUTY LEAVE**

9
10 An employee called for jury duty will be paid his/her regular rate of
11 pay upon submission of the summons. An employee subpoenaed to
12 appear in court as a witness by the employer or for an employment
13 related matter will be paid his/her regular rate of pay upon submission
14 of the subpoena. The employee should notify his/her supervisor
15 immediately.

16
17 **ARTICLE 16**
18 **BEREAVEMENT LEAVE**

19
20 An employee will be entitled to a leave of absence, as actually needed
21 and used by him/her, for funeral arrangements, or attendance due to
22 death of grandparents, brother, sister, spouse, mother, father, sister or
23 brother-in-law, child, grandchild, step-child, step-parent, father-in-law,
24 mother-in-law, son-in-law, daughter-in-law or domestic partner. The
25 employer will reimburse the employee for scheduled work time he/she
26 actually lost during this leave to a maximum of three (3) seven (7) hour
27 days at his/her regular wage rate.

28
29 For the funeral of other relatives, a fellow employee in the bargaining
30 unit, or when serving as a pallbearer, a maximum of one-half (1/2) day
31 for a local funeral, and one (1) day for an out-of-town funeral, will be
32 granted with pay.

33
34 **ARTICLE 17**
35 **MILITARY LEAVE**

36
37 Employees who are members of the National Guard, Coast Guard, or
38 Military Reserve Units shall be granted leave with pay for training
39 periods of more than seven (7) days on no more than two (2) occasions
40 in a twelve (12) month period, up to a maximum of thirty (30) in total
41 in a twelve (12) month period. Vacation or health and personal leave
42 (HAP) may be used for military training in excess of thirty (30) days
43 subject to the approval of the Assistant Dean for Human Resources.

1 Whenever possible, the employee shall provide written documentation
2 to the University at least two weeks in advance of the scheduled
3 training, specifying the reason and duration of the military leave.
4

5 **ARTICLE 18**
6 **VACATION**
7

8 Employees are eligible to use accrued vacation leave after twelve (12)
9 months of continuous service at the University. However, with the
10 supervisor's approval, employees may use accrued vacation after six
11 (6) months. If the employee terminates prior to completing twelve (12)
12 months of service, the amount of vacation paid will be deducted from
13 the employee's final paycheck. Vacation shall accrue for each straight
14 time hour worked, including paid health and personal leave, holidays,
15 and vacation, according to the following rates.
16

17 Employees are entitled to earn vacation under the following schedule:
18

19 Years of Service	Vacation Earned	Vacation
20 <u>Completed</u>	<u>Per Year</u>	<u>Factor</u>
21 Up to 10 years	3 weeks	.05769
22 10 years	3 weeks	.06153
23	plus 1 day	.06538
24	per year	.06923
25	up to 4 weeks	.07307
26		.07692
27		

28 Paid vacation accrual begins on the date of last hire. Changes in
29 accrual rates shall be effective on the anniversary date of last hire. Paid
30 vacation may accrue to a maximum of three hundred and twenty (320)
31 hours or two (2) times the annual accrual rate, whichever is less.
32

33 Each year, as of October 15, leave balances that exceed the maximum
34 will be automatically adjusted to the appropriate maximum.
35

36 If a scheduled University holiday falls within an employee's vacation
37 period, the employee shall be given the holiday pay and shall not
38 have to use vacation time for that day. If an employee is on vacation
39 when the University declares an unscheduled day off (e.g., inclement
40 weather) the employee shall continue to use vacation time for that day
41 and will not be given an additional day off.
42
43
44

1 Upon termination, including retirement, an employee shall have a right
2 to receive payment for all unused vacation time up to a maximum of
3 30 days, provided the employee has completed at least one year of
4 continuous service. The payment will be made in a lump sum in the
5 pay period following the last day of employment.

6
7 The University will work with employees who have more than 30 days
8 of vacation to schedule those vacation days in excess of 30 prior to
9 the employee's last day at the University. In addition, employees will
10 receive holiday pay for all holidays covered under Article 19 of this
11 Agreement which fall within this period before the employee's last day
12 at the University.

13
14 Except as provided in Short-Term Disability, vacation time cannot
15 be substituted for health and personal leave. The supervisor has sole
16 discretion to approve the use of vacation time when employees have
17 exhausted their accrued health and personal leave.

18
19 Written requests for vacation time off shall be submitted as soon as
20 reasonably possible to the employee's supervisor. The employee shall
21 receive a copy of the approval or rejection within a reasonable period
22 of time. Once approved, the vacation time off cannot be canceled or
23 changed without the agreement of the employee.

24
25 When an employee has accrued vacation leave and dies, the
26 corresponding payment for such shall be paid to the employee's
27 beneficiaries or estate.

28
29 **ARTICLE 19**
30 **HOLIDAYS**

31
32 Number and Identity

33 There will be twelve holidays. These include New Year's Day, Martin
34 Luther King Day, Memorial Day, Independence Day, Labor Day,
35 Thanksgiving Day, the day after Thanksgiving, Christmas Day and
36 recess days between Christmas and New Year's day.

37
38 In addition, there are three floating paid holidays which the employee
39 shall select in January of each year. The floating holidays will be
40 chosen among the following days: Columbus Day, Good Friday,
41 Veteran's Day, Lincoln's Birthday and President's Day. One (1) of the
42 three (3) floating holidays shall be President's Day for all bargaining
43 unit employees entitled to holidays.

1 Once a floating holiday is approved as a day off such time off may
2 not be changed except by mutual agreement of the employee and
3 supervisor.
4

5 Each year the Office of Human Resources shall announce the specific
6 calendar days on which the holidays shall be observed. Holidays which
7 fall on Saturdays or Sundays shall be designated by the University for
8 observance on a weekday.
9

10 Holiday Pay

11 Regular full-time employees who are not scheduled to work on the
12 holiday will be paid for holidays at their regular rate of pay.
13

14 Regular part-time employees will receive prorated pay at their usual
15 rate, provided the holiday falls on a regularly scheduled work-day.
16

17 Pay For Holiday Work

18 Employees who are required to work on a University holiday will
19 receive pay at two-and-one-half times their normal rate for hours
20 actually worked on that holiday. The employee will receive regular
21 pay for the balance of the hours, if any, not worked on the holiday.
22

23 Although University holidays are designated Monday through Friday,
24 when July 4, December 25 and/ or January 1 fall on a Saturday or
25 Sunday, employees required to work will be paid one-and-one-half
26 times their regular rate of pay for all hours worked on any of these
27 dates.
28

29 Eligibility

30 To be eligible to receive holiday pay the employee must work the
31 employee's last scheduled work day prior to and the employee's next
32 scheduled workday after a holiday, unless the employee is able to
33 substantiate, in management's sole judgment, a reasonable cause for
34 absence.
35

36 For each holiday period the employee must work the last scheduled
37 workday prior to each holiday period and the next scheduled workday
38 after each holiday period. Failure to do so shall disqualify the employee
39 for pay for one holiday in the holiday period, unless the employee is
40 able to substantiate, in management's judgment, a reasonable cause
41 for absence.
42
43
44

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

5
6 **ARTICLE 20**
7 **OTHER BENEFITS**
8

9 The University and the Union agree that, during the term of this
10 Agreement, the University will automatically extend to Statutory
11 employees covered by this Agreement any adjustments made by
12 the University in the current benefit programs listed below in this
13 paragraph which the University might make for employees not covered
14 by a collective bargaining agreement. In the event of such changes,
15 the University will notify the Union of such changes prior to their
16 implementation.

- 17
18 • Group Life Insurance
19 • Accidental Death and Dismemberment Plan
20 • New York State Employees Retirement System Benefits
21 • Tax Deferred Annuity Plan (Voluntary)
22 • Cornell Children's Tuition Scholarship Plan
23 • Long-Term Disability Plan (non-vested employees only)
24 • Workers' Compensation
25 • Cornell's Short-Term Disability Plan
26 • Group Health Insurance:
27 The Statewide Plan or Group Health Incorporated
28 • Employee Tuition and Training Program
29 • Direct Deposit
30 • Cornell Break in Service Policy
31 • Faculty and Staff Assistance Program (FSAP)
32 • Family and Medical Leave Act
33 • Vacation
34 • Inclement Weather
35 • Health and Personal Leave
36
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ARTICLE 21
HOURS OF WORK AND OVERTIME

1
2
3
4 The University reserves the right to determine and/or amend daily
5 hours of work, weekly work schedules and pay days.

6
7 While the University will make every effort to accommodate an
8 employee's request to be excused, the University reserves the right to
9 require employees to work overtime or report on their scheduled hours
10 or days off.

11
12 When feasible departments shall give employees at least one (1) week
13 notice prior to weekly work schedule changes or long-term changes in
14 work location.

15
16 Irrespective of the days worked or the number of hours worked in any
17 one day, employees shall be paid for all hours worked in excess of
18 forty (40) hours in any given work week at one and one-half times their
19 regular rate of pay. All hours paid in the work-week as defined below
20 shall be counted for the purpose of computing overtime in any work
21 week. There shall be no pyramiding of overtime and/or premium pay.

22
23 Other than during emergency situations, seniority shall be respected
24 when scheduling overtime provided the employee can do the available
25 work.

26
27 The work-week begins at 12:00 a.m. Thursday and ends at 11:59 p.m.
28 Wednesday. Nothing contained in this Agreement shall be construed
29 as a guarantee of hours of work per day or per week or as a limitation
30 on the right of the University to require overtime.

31
32 Any indefinite transfer to another ILR Extension Office shall require
33 thirty (30) days advance written notice to the employee, shop steward
34 and the union.

35
36 An employee who is required or authorized to work on a Saturday
37 or Sunday who is not regularly scheduled to work on a Saturday or
38 Sunday, shall be paid at the rate of time and one-half (1 ½) their regular
39 rate for the hours worked on the Saturday or Sunday.

40
41 Shift Differential

42 Employees who are regularly scheduled to work a shift which ends
43 after 7:00pm shall be paid ninety cents (\$.90) per hour for all hours
44

1 worked in that scheduled shift. Such shift differential shall be paid
2 for the following paid leave situations: vacation, holiday, health and
3 personal leave, and bereavement leave.
4

5 Any other employee who is temporarily assigned to such a shift shall
6 receive a wage adjustment of 10% of the employee's basic hourly rate
7 payable for all hours worked in that shift.
8

9 Call-Back Pay

10 Employees required to return to work after leaving the University's
11 premises following their work shift shall be paid a minimum of four (4)
12 hours at rate of one and one half (1 ½) times their regular rate of pay.
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Five (5) Years of Service	\$700.00
Ten (10) Years of Service	\$950.00
Fifteen (15) Years of Service	\$1200.00
Twenty (20) Years of Service	\$1450.00
Twenty-Five (25) Years of Service	\$1700.00

Any employee receiving a longevity adjustment as of the date of ratification in accordance with the terms of the prior Agreement shall have his/her rate adjusted to the rates herein as of the date of ratification. After twenty-five (25) years of service, and each fifth (5th) year of service following the twenty-fifth (25th) year, employees will receive the 25th year longevity.

**ARTICLE 23
SEPARABILITY**

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

**ARTICLE 24
TEMPORARY ASSIGNMENTS**

When an employee is temporarily assigned to a higher pay band or position inside the bargaining unit and performs substantially all of the duties of such position for a period of more than ten (10) working days, and where the employee's salary is below the Job Rate to which the employee is temporarily assigned, the employee's salary shall be raised to the higher pay band Job Rate beginning the eleventh (11th) work day.

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

1 **ARTICLE 25**

2 **TECHNOLOGICAL/ORGANIZATIONAL CHANGES**

3
4 The university will notify the union in writing at least three (3) months
5 in advance of planned technological changes that may affect employees
6 represented by the union. Meetings regarding such planned changes
7 will be held as soon thereafter as can be mutually arranged. At such
8 meetings, the university will advise the union of its plans with respect
9 to the introduction of such changes and will familiarize the union with
10 the progress being made. Although the university is required to notify
11 the union at least three (3) months in advance of the introduction of
12 any planned technological changes, it will make a good faith effort
13 to advise the union as soon as it decides to introduce such changes in
14 order to give the union the opportunity to discuss the impact of these
15 changes upon the bargaining unit.

16
17 The University will notify the Union in writing at least thirty (30)
18 days in advance of a planned organizational change that displaces or
19 combines or creates or eliminated a position within the bargaining unit.
20 Such notification will include:

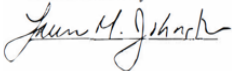
- 21 A. Nature of the change.
22 B. Departments involved and job titles of affected employees.
23 C. Anticipation date of the change.
24 D. A summary description of the location of the automation and the
25 effects on personnel to the extent known, as well as the reasons for
26 the change.
27

ARTICLE 29
AGREEMENT

This Agreement is entered into this 26th day of February, 2018 for the period April 1, 2018 through March 31, 2023 by the between Cornell University, New York State School of Industrial and Labor Relations, Extension Division, New York City Office, (herein, "Employer") and the Communication Workers of America, (AFL/CIO), 80 Pine Street, New York, NY 10005 (herein, "Union").

In witness whereof, the parties hereto have executed this Agreement this 26th day of February 2018.

Cornell University



Communications Workers of America, Local 1101



ARTICLE 30
RECLASSIFICATIONS

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

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

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

32
33 If the employee's position is upgraded, they will receive retroactive
34 pay back to the beginning of the pay period following receipt of the
35 request by the college human resources office.

Letters of Understanding

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

6 Effective 04/01/2018: \$4,800

7 Effective 04/01/2019: \$4,800

8 Effective 04/01/2020: \$4,800

9 Effective 04/01/2021: \$4,800

10 Effective 04/01/2022: \$4,800
11

12 Paragraphs 2 – 4 below will be extended for the life of the contract.
13

- 14 2. Employees who successfully complete accredited course work
15 through the CUNY system shall be reimbursed at the CUNY
16 tuition rate up to 12 credits per calendar year.
17

- 18 3. Cornell University shall continue in effect the Neutrality
19 Agreement signed and dated May 27, 1999.
20

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

Appendix: List of CWA Unit Job Titles

- 1
- 2
- 3 CWA Job Title
- 4 Accounts Rep C03
- 5 Accounts Rep C04
- 6 Administrative Assistant C03
- 7 Administrative Assistant C04
- 8 Administrative Assistant C05
- 9 Building Coordinator C03
- 10 Building Coordinator C04
- 11 Building Coordinator C05
- 12 Media Assistant C03
- 13 Research Aide C04
- 14 Program Assistant II C05

INDEX

<u>TITLE</u>	<u>ARTICLE</u>	<u>PAGE</u>
Agreement	29	28
Bereavement Leave	16	17
Discipline and Discharge	12	14-15
Dues Check-off	5	4-5
Duration of Agreement	28	27
Fair Employment Practices	7	5-6
Flexible Working Hours	13	15
Filling Job Vacancies	10	9-10
Grievance Procedure and Arbitration	11	10-13
Holidays	19	19-21
Hours of Work and Overtime	21	22-23
Jury Duty Leave	15	17
Leaves of Absence Without Pay	14	15-17
Letters of Understanding		30
Management Rights	3	3-4
Military Leave	17	17-18
No Strike Guarantee	6	5
Other Benefits	20	21
Professional Development	26	27
Reclassifications	30	29
Recognition	1	1-2
Seniority	9	7-9
Separability	23	25
Successorship	27	27
Technological/Organizational Changes	25	26
Temporary Assignments	24	25
Terms of Agreement	2	2
Union Security	4	4
Union Status and Rights	8	6-7
Vacation	18	18-19
Wages	22	24-25