



**AGREEMENT BETWEEN**

**CORNELL UNIVERSITY**

**AND**

**THE CORNELL POLICE UNION**

**JULY 1, 2021 – JUNE 30, 2025**

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**ARTICLE 1**  
**PURPOSE AND INTENT**

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

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

**ARTICLE 2**  
**RECOGNITION**

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

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

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

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**ARTICLE 3**  
**TERMS OF AGREEMENT**

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

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

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**ARTICLE 4**  
**MANAGEMENT RIGHTS**

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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 1. determine the mission, purposes, objectives, policies, and programs of the  
2 institution;
- 3 2. determine the facilities, methods, standards, and means of operation, and  
4 number and qualifications of personnel required for the conduct of its  
5 program;
- 6 3. determine and/or alter work schedules, hours of employment, and the duties,  
7 responsibilities and assignments of employees with respect thereto;
- 8 4. recruit, hire, approve, train, retain, evaluate, transfer, promote, demote, lay off  
9 and recall employees;
- 10 5. determine or change job content, classify or reclassify positions and allocate  
11 or reallocate new or existing positions;
- 12 6. discipline or discharge employees in accordance with the provisions of this  
13 agreement and rules and regulations promulgated hereunder;
- 14 7. promulgate, modify and enforce rules and regulations and qualitative and  
15 quantitative standards of performance;
- 16 8. the University retains the right to subcontract unit work as long as the effect is  
17 not to diminish the normal work opportunities of bargaining unit employees;
- 18 9. change existing, or introduce new equipment, operations, methods, processes,  
19 means or facilities as determined to be in the best interest of the University.

20  
21 Nothing contained herein shall constitute a waiver of the right of the University to  
22 exercise other normal functions of management not enumerated above.  
23 Furthermore, the exercise or non-exercise of rights hereby retained by the  
24 University shall not be deemed a waiver of any such right or prevent the University  
25 from exercising such rights in any way in the future.

## 26 27 **ARTICLE 5** 28 **UNION MEMBERSHIP**

29 All employees covered by this agreement who are members of the Union as of the  
30 effective date of this agreement or who thereafter become members of the Union  
31 shall maintain their membership in the Union and continue to pay dues for the  
32 duration of the agreement as a condition of continued employment.  
33

34 Any employee hired as of December 1, 1988, and thereafter, shall be required as a  
35 condition of employment, to pay an amount equal to the Union's regular fees and  
36 dues for the duration of the agreement. This requirement to pay will begin  
37 following completion of one year of service.  
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1 **ARTICLE 6**  
2 **CHECKOFF**  
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4 The University agrees to deduct an initiation fee and, thereafter bi-weekly, the  
5 regular Union membership dues from the wages earned by any member of the  
6 Union covered by this agreement and to remit such dues monthly to the Union,  
7 provided such employee previously has signed a written authorization and  
8 submitted a copy of that Authorization to the University, and provided such  
9 authorization is not withdrawn by the employee in keeping with Article 5.

10  
11 The Union shall indemnify the University against any and all claims, demands,  
12 suits, or other forms of liability that may arise out of action taken or not taken by  
13 the University at the Union's request for the purpose of complying with any of the  
14 above provisions.

15  
16 With each remittance, the employer will provide the Union with a list of names of  
17 employees and the dates and amounts of deductions made for each employee. The  
18 University shall remit the Dues Checkoff check to the Union within seven (7) days  
19 of the last payroll date of the month.

20 **ARTICLE 7**  
21 **NO-STRIKE**  
22

23 It is agreed by and between the parties hereto that during the term of the  
24 Agreement neither the Union nor any employee shall engage in, cause, instigate,  
25 encourage or condone any strike, slowdown, cessation or interruption of work, or  
26 concerted failure to report to work or any other action which shall in any way  
27 interrupt or interfere with the operations of the employer.  
28

29 Further, neither the Union nor any employee shall participate in nor assist in any  
30 strike against the employer by any other union, and will not recognize or respect  
31 any picket line, but will carry on their regularly assigned duties during the life of  
32 the agreement.  
33

34 The Union shall exert its best efforts to prevent and terminate any of the above  
35 described prohibited activity. Specifically, the Union shall advise employees to  
36 return to work and otherwise cease participation in the prohibited activity or  
37 activities, and shall disavow such activity as a violation of the agreement.  
38

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

1 It is agreed to by and between the parties that during the term of this Agreement,  
2 the University shall not lockout unit employees or a portion of the unit employees.  
3

4 **ARTICLE 8**  
5 **GRIEVANCE PROCEDURE AND ARBITRATION**  
6

7 This Article establishes the exclusive procedure for the processing and settlement  
8 of grievances. All grievances shall be processed solely in accordance with the  
9 procedures set forth in this Article. A grievance is defined as any dispute or claim  
10 arising out of or relating to the interpretation or application of this agreement.  
11

12 The parties agree to encourage discussions between employees and supervisors  
13 prior to implementing the official steps as outlined in this Article.  
14

15 The parties agree that legal counsel shall not attend grievance hearings through  
16 Step Three of the formal process.  
17

18 When employees are required to attend a grievance hearing as a grievant,  
19 University witness, or Union representative, they will only be paid for the time  
20 spent in attending grievance hearings when such time coincides with their regularly  
21 scheduled working hours. When a grievance is filed by more than one employee,  
22 the grievance will identify one of those employees who shall represent the class of  
23 grievants at each step of the grievance procedure. Neither party shall be  
24 responsible for the expense of witnesses called by the other party, including lost  
25 work time.  
26

27 "Working day" within the meaning of this Article is defined as Monday through  
28 Friday, excluding all paid holidays. Whenever the University fails to meet the time  
29 limits required in this Article, the grievance at issue may be appealed to the next  
30 step. Whenever the Union or grievant fails to meet the time limits required in this  
31 Article, the grievance shall be regarded as settled on the basis of the University's  
32 last response or position. Initial steps and time limits of this Article may be  
33 waived by mutual written agreement, of the Union and the University.  
34

35 No Step One or Step Two grievance settlement shall establish precedent or practice  
36 for either the Union or the University. A grievance may be withdrawn at Steps  
37 One or Two without prejudice or precedent.  
38

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

3  
4 No employee shall be discriminated against for participating in the grievance  
5 procedure.

6  
7 The Union may be present at all steps of the grievance procedure.

8  
9 At each step of the grievance procedure, each party shall present the facts and  
10 documents known to the party at the time to support its position on the grievance.  
11 Additional information requested by either party in writing shall be provided in  
12 keeping with applicable labor law prior to the next step of the grievance procedure.

13  
14 The steps of the grievance procedure shall be:

15  
16 **Step One**

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

27  
28 **Step Two**

29 If no mutually acceptable resolution of the grievance results, the employee may  
30 proceed to Step Two by appealing the Step One answer to the department head or  
31 designee no later than five (5) working days from receipt of the Step One answer.  
32 The department head or designee will schedule and hear the grievance within five  
33 (5) working days from receipt of the Step Two appeal. Such hearing may be  
34 waived by mutual agreement of the parties and the grievance moved to Step Three.  
35 A written response including the basis for the decision must be given by  
36 management to the grievant and Union representative within five (5) working days  
37 from the date of the Step Two hearing.

38  
39 **Step Three**

40 In the event that the grievance remains unresolved to the satisfaction of the  
41 grievant, the President of the Union, or his/her designee, may appeal it to Step  
Three by filing a written appeal with the Office of Workforce Policy and Labor



1 Relations no later than five (5) working days from receipt of the Step Two answer.  
2 A representative of the Office of Workforce Policy and Labor Relations shall hear  
3 the grievance within ten (10) working days of receipt of the appeal and shall  
4 respond in writing within ten (10) working days thereafter. Such response shall  
5 include the basis for the decision.  
6

7 **Step Four**

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

18 The jurisdictional authority of the arbitrator is defined and limited to the  
19 determination as to whether, in a disciplinary grievance, there was just cause for  
20 the disciplinary action. If there was not just cause, if the arbitrator awards back  
21 pay, any award of back pay should be limited to the amount of wages and benefits  
22 that the employee otherwise would have earned, less interim earnings as  
23 recognized by the National Labor Relations Board. In no event shall an arbitrator's  
24 award be retroactive to a date earlier than ten working days prior to the date the  
25 grievance was first presented or the date the contract grievance occurred,  
26 whichever is later. In a contract grievance, the authority of the arbitrator is limited  
27 to the determination as to whether there have been violations of the provision or  
28 provisions of the agreement as set forth in the written grievance and to the issuance  
29 of any appropriate remedy that may attach thereto; the arbitrator shall have no  
30 power to add to, subtract from or modify any of the terms of this agreement. The  
31 arbitrator shall render his/her decision within thirty (30) days from the last hearing  
32 date or the due date for briefs, whichever is later. The decision of the arbitrator  
33 shall be based exclusively on evidence presented at the arbitration hearing(s) and  
34 shall be final and binding on all involved parties.  
35

36 The parties shall bear their own expenses and share in the arbitrator's fee and  
37 expenses equally. Each party shall be responsible for the expenses of its witnesses  
38 and representatives. Each party may be represented by counsel at the arbitration  
39 hearing.  
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**ARTICLE 9**  
**SENIORITY**

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5 Effective July 1, 2021, the police department will maintain two (2) seniority  
6 lists: 1) sworn officers (Patrol Officers, Crime Prevention Officers, Accreditation  
7 Officers, Investigators); and 2) Telecommunications officers. Employees employed  
8 prior to July 1, 2021 will retain all seniority and University credited service  
9 previously accrued.

10  
11 Employees who move from one seniority list to another shall retain their seniority  
12 for placement on the wage chart, and shall start as a new hire for the purposes of  
13 layoffs (i.e., selection, displacement, notice and recall), bidding on jobs (e.g.,  
14 promotions), shift selection, assignments, training, leaves, and vacation selection.  
15 They will retain their University credited service for all aspects of employment to  
16 which it has traditionally been applied. (e.g., vacation accrual rates; amount of  
17 personal leave).

18  
19 Employees who transfer out of the bargaining unit to accept other employment at  
20 the University outside of the police department shall have their seniority broken as  
21 of the date of the transfer. Employees who transfer out of the bargaining unit to  
22 accept a position in the police department or who transfer between seniority lists  
23 shall have their seniority retained for six (6) months from the date of the transfer.  
24 There will be no break or change to the employee's seniority if they return to their  
25 original position within six (6) months of the transfer.

26  
27 Bargaining unit employees hired with basic academy training and  
28 Telecommunicators shall be considered probationary for the first twelve (12)  
29 months of employment, commencing with the first day of employment with the  
30 department. All other bargaining unit employees shall be considered probationary  
31 for the first eighteen (18) months of employment, commencing with the first day of  
32 employment with the department. Telecommunicators who transfer to Patrol shall  
33 also be subject to an eighteen (18) month probation for the Patrol position.

34  
35 During their probationary period, employees shall have no seniority rights and may  
36 be discharged by the University without recourse to the grievance and arbitration  
37 provisions of this agreement. Periods of disability and workers' compensation shall  
38 extend the probationary period accordingly.

39  
40 Employees hired on the same date shall rank for seniority according to the last four  
41 digits of their social security number with the employee having the highest number  
being given the highest rank. However, employees hired from within the

1 University shall have seniority over employees hired from outside of the  
2 University.

3  
4 In addition to other factors, seniority and time in grade, shall be considered in  
5 assignments, schedules, leaves, training and promotions. Promotional openings  
6 shall be filled by the applicant most qualified to perform the work. If all relevant  
7 factors, such as experience and qualifications are equal, then the employee with the  
8 most bargaining unit seniority shall be awarded the position.

9  
10 The seniority of an employee shall be broken and continuity of service shall be  
11 considered broken whenever one of the following conditions occurs:

- 12 a. The employee is discharged for cause.
- 13 b. The employee is absent from work for three (3) consecutive days without  
14 directly notifying the immediate supervisor or the person to whom the  
15 immediate supervisor reports and provided the failure to notify is not due to  
16 circumstances beyond the control of the employee.
- 17 c. The employee voluntarily leaves the employment of the University.
- 18 d. The employee is on layoff status for a period of twelve (12) consecutive  
19 months.
- 20 e. The employee retires.
- 21 f. The employee is receiving benefits under the Long-Term Disability Leave Plan.
- 22 g. The employee is terminated for failure to successfully complete any training  
23 program required under law.
- 24 h. The employee is terminated for failure to maintain any license required for the  
25 position in which the employee is employed.
- 26 i. The employee fails to return to employment at Cornell within one (1) year  
27 following the expiration of Short-Term Disability Leave.
- 28 j. An employee on a continuous absence from work due to a work related injury  
29 or illness who fails to return to work within one (1) year of a determination by a  
30 physician that the employee is permanently disabled or if the employee fails to  
31 return to work within thirty (30) months following a continuous absence due to  
32 a work related injury or illness.
- 33 k. The employee accepts a position at Cornell outside the department;
- 34 l. The employee has been in a position outside the bargaining unit in the  
35 department for six (6) months or more.

36 **ARTICLE 10**  
37 **DISCIPLINE AND DISCHARGE**

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39 Discipline shall be defined as the imposition of a penalty by means of the  
40 procedure specified in this Article. Employee counseling and attempts to resolve  
41 matters of discipline informally, including referral to the Faculty and Staff

1 Assistance Program (FSAP), do not constitute discipline, nor do they constitute a  
2 part of the disciplinary procedure.

3  
4 A non-probationary employee may be disciplined or discharged only for cause.  
5 Unless circumstances warrant otherwise, an employee will be given forty-eight  
6 (48) hours advance notice of the investigatory interviews with them which may  
7 lead to their discipline. An employee has the right to union representation during  
8 counseling sessions which may result in discipline as well as investigatory  
9 interviews which may lead to discipline and disciplinary meetings. An employee  
10 has the choice whether or not to have union representation present. The Union will  
11 be provided with a copy of any written counseling or discipline issued to an  
12 employee.

13  
14 Disciplinary penalties include written reprimand, discharge, suspension, or any  
15 combination thereof and shall correspond to the severity of the matter. Demotion  
16 shall not be used as a disciplinary penalty.

17  
18 Disciplinary actions may be initially grieved at Step Two of the grievance  
19 procedure as set forth in Article VIII.

20  
21 Any written statement regarding discipline that is tendered an employee shall  
22 include reasons for the discipline and shall be signed by the employee only to  
23 acknowledge receipt. If the employee is able to sign but refuses to do so, the  
24 employee may be appropriately disciplined for that action as well as the initial  
25 infraction. If the employee is unable to sign the statement, a specified Union  
26 representative for that department shall sign on behalf of the employee.

27  
28 An employee may not be disciplined or discharged for an infraction that occurred  
29 more than one (1) year before the date of the intended disciplinary action, unless  
30 that infraction would normally warrant immediate suspension or discharge or  
31 would be considered to be a violation of penal law, in which instance the  
32 corresponding statute of limitations would apply.

33  
34 Written discipline shall be removed from an employee's personnel file after two (2)  
35 years of employment without discipline. The life of discipline may be extended by  
36 mutual agreement of the parties.

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38 **ARTICLE 11**  
39 **LAYOFF AND RECALL**

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

1 In the event the Cornell University Police Department finds it necessary to lay off  
2 bargaining unit employees from their respective departments, the decision to lay  
3 off employees shall consider affirmative action obligations, under existing  
4 University Affirmative Action plans, ability to perform the work and seniority of  
5 the employees of the department enacting the layoff. In instances where  
6 affirmative action obligations and ability to perform the work are not bearing on  
7 the layoff decision the least senior employee within the department and job family  
8 affected by the layoff shall be laid off first. If there is an employee with less  
9 seniority in a lower job family in that department, the employee to be laid off shall  
10 displace the least senior employee in that lower job family. The displacing  
11 employee shall be paid at the maximum of the wage range of that grade, provided  
12 the employee's current wage is equal to or higher than that maximum. Otherwise,  
13 the employee will be paid the percentage of the maximum wage rate of the lower  
14 position that is equal to the percentage of the maximum wage rate of the position  
15 from which the employee was to be laid off. The displaced employee shall have  
16 all of the rights contained in this Article, unless the displaced employee is in a  
17 probationary status as a newly hired employee.

#### 18 **Notice of Layoff to Employees**

19 In cases of less than ten (10) years of service, employees shall receive written  
20 notification within a minimum of thirty (30) calendar days (not including accrued  
21 vacation time) prior to the effective date of the layoff.  
22

23 In cases of ten (10) or more years of service, employees shall receive written  
24 notification of layoff within a minimum of sixty (60) calendar days (not including  
25 accrued vacation time) prior to the date of layoff.  
26

27 When minimum notification, as described above, is not possible, the employee will  
28 receive, in lieu of notice, pay equal to the amount he/she would have received had  
29 notice been possible, in addition to any accrued vacation pay.  
30

31 When employees receive notice of layoff as provided for above, Division of  
32 Human Resources will give the employees special assistance in identifying other  
33 jobs the employees may be able to perform.  
34

35 Laid off employees shall be entitled to continue those benefits (e.g., health  
36 insurance, group life insurance, Personal Accident Insurance, etc.) that are granted  
37 to non-represented employees under University policy for a period not to exceed  
38 one (1) year following the effective date of layoff.  
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1 When bargaining unit positions within the affected department become available,  
2 employees shall be recalled in inverse order of layoff when the employee is able to  
3 perform the work. Notice of recall shall be sent to the employee at his last known  
4 address by certified mail. The Union shall be notified at the same time. When an  
5 employee returns from layoff to the same bargaining unit position, the employee  
6 shall be paid at his/her rate of pay upon layoff plus any increments that would have  
7 been paid had the employee never been laid off. If the employee returns to a lower  
8 position his/her rate of pay will be a percentage of the maximum rate of that  
9 position equal to the percentage of the maximum rate of the formerly held position.  
10 If the employee fails to report for work within three (3) days from receipt of the  
11 recall notice, the employee's seniority shall be broken. Recall rights shall expire  
12 one (1) year following the effective date of layoff.

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14 **ARTICLE 12**  
15 **DEPARTMENTAL INVESTIGATIONS**

16 In order to maintain trust and confidence in the respective departments whenever a  
17 complaint or accusation is made against a bargaining unit employee, the  
18 management of that respective department shall promptly and thoroughly  
19 investigate same. Members of the bargaining unit shall fully cooperate in all  
20 aspects of such investigations. All investigatory materials will be made available to  
21 the employee no later than ten (10) days after the employee is interviewed.  
22

23 All such investigations shall be conducted in a fair and reasonable manner.  
24

25 **ARTICLE 13**  
26 **PRODUCTIVITY**  
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28 The Union and the University recognize and agree that high standards of  
29 workmanship, efficiency, work quality and productivity are in the mutual best  
30 interests of both the University and the Union. To this end, the Union and  
31 University shall cooperate to promote improvement and sustain high levels of work  
32 quality and productivity.  
33

34 **ARTICLE 14**  
35 **WORK FORCE CHANGES**  
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37 All employees shall be given at least fourteen (14) calendar days notice of pending  
38 transfers, shift changes, or reassignments unless there are emergency reasons for  
39 the changes.  
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**ARTICLE 15**  
**HUMAN RESOURCE RECORDS**

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

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

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

The Cornell University Police Department shall maintain a department file for members of the bargaining unit. These files shall include any materials determined by management to be appropriate, including copies of letters received by the department from representatives of University management that commend an individual employee for work related performance. Employees shall be allowed to make copies of documents contained within their department file upon payment of a reasonable per copy fee.

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**ARTICLE 16**  
**UNIFORMS AND EQUIPMENT**

**Patrol Officers**

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

The University shall normally issue such required particularized apparel, to include shoes, boots and protective vests for members of the Cornell University Police Department and to exclude undergarments for all employees. Issued apparel shall be replaced by the University as needed at the department's discretion.

1 In the event a request for replacement is denied, or the serviceability of the  
2 standard issue uniform is questioned, this may be appealed within one week  
3 through the chain of command for final determination.

4  
5 Vests shall be replaced based on manufacturer recommendations and the  
6 employees are authorized to wear the vest over their uniform, with approved  
7 exterior carrier provided by the department. These two provisions may be subject  
8 to future negotiations if market forces so dictate.

9  
10 The University shall have sole authority to determine the need for, the quality, the  
11 quantity and the use of equipment necessary to the performance of job duties.

12  
13 Issued or approved equipment or apparel that is negligently lost or negligently  
14 damaged shall be replaced at the expense of the employee and such incidents may  
15 be cause for discipline.

16  
17 Where damage or loss occurs to apparel or equipment, required but not issued by  
18 the department, the department shall reimburse the employee for such personal  
19 property loss or damage up to a maximum of three hundred dollars (\$300) per  
20 occurrence. Such reimbursement requires that the employee was performing  
21 required duties in an appropriate manner on scheduled work time and that the loss  
22 or damage was not the result of negligence or the improper use of equipment by  
23 the employee.

24  
25 The department shall continue current laundering practices and any additional  
26 applicable OSHA regulations shall apply.

### 27 **Replacement of Duty Footwear**

28 The department will review a request from a patrol officer to replace duty footwear  
29 in accordance with departmental standards and specifications for such footwear. If  
30 approved, the department will allocate up to one-hundred thirty dollars (\$130) per  
31 purchase. In the event a request for replacement is denied this denial may be  
32 appealed within one week through the chain of command for final determination.

### 34 **Investigations**

35 Investigators shall be paid a lump sum payment equal to 2% of their base annual  
36 wage (annual wage per the schedule listed in Article 28, Wages, plus 5% for  
37 enhanced job responsibilities per Article 31, Side Letter #2). The lump sum  
38 payment will be paid in the first pay cycle in July of each year for the life of this  
39 agreement.



1 These allowances are payable in the employee's paycheck and are subject to  
2 applicable taxes.

3  
4 **Telecommunication Officers**

5 The provisions of this article shall apply to Telecommunication Officers who shall  
6 be issued uniforms. Designation of the specific uniform, quality and quantity shall  
7 be at the discretion of Cornell, consistent with the terms of this Article.

8  
9  
10 **ARTICLE 17**  
**FAIR EMPLOYMENT PRACTICES**

11  
12 The University and the Union recognize their mutual obligations that the  
13 provisions of this agreement be applied to all employees covered by this agreement  
14 without regard to race, color, religion, age, sex, marital status, disability, national  
15 origin, citizenship status, sexual orientation or protected veteran status. An  
16 employee claiming discrimination within the bounds of one of the above-noted  
17 protected categories may file a grievance in keeping with Article VIII, or the  
18 employee may pursue a remedy through those procedures established by  
19 corresponding law.

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

22  
23 **ARTICLE 18**  
**HEALTH AND SAFETY**

24  
25 The departments shall continue to comply with all applicable federal and state  
26 occupational health and safety laws for the protection of the health and safety of  
27 the employee. Employees shall comply with safety rules established by the  
28 University.

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30  
31 **ARTICLE 19**  
**SICK AND PERSONAL LEAVE**

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33  
34 **Sick Leave**

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

1 Sick leave accrual is based on the number of standard straight time hours paid  
2 an employee during a pay period times a factor of .04615. Sick leave accrual  
3 begins immediately upon employment. Sick leave may accrue to a maximum  
4 of ninety (90) days. Sick leave may not be taken before it is accrued.  
5

6 Employees shall call in to the Department at least one (1) hour before the start  
7 of their scheduled shift, so as to inform the supervisor of their illness. In the  
8 event that the supervisor is not at work, the employee will leave  
9 word where the employee may be reached if different from the  
10 number that is available. Documentation for any sick leave absence,  
11 including certification by a physician that an employee is unable to perform  
12 his/her duties, may be required by the employee's department.  
13

14 Employees returning to work after an illness may be required, prior to and as  
15 a condition of return to work, to have a physical examination by the  
16 University physician to establish that the employee is no longer disabled.  
17 The University shall pay the out-of-pocket cost after applicable insurance  
18 for any physician certification required for an employee to return to work  
19 after an absence or if required for an accommodation process. Employees  
20 will provide appropriate documentation for the reimbursement.  
21

22 On the first day of a job related injury (i.e., workers' compensation), time  
23 away from work to receive first aid treatment will be considered leave  
24 with pay. However, any other lost time from work after day one (date of  
25 injury) will be charged to the employee's sick leave in accordance with  
26 Workers' Compensation policy.  
27

### **Health Care Leave**

28 Up to three (3) working days of accumulated sick leave may be taken within  
29 each fiscal year in the event that an employee's full attention is necessary to  
30 care for a member of the employee's immediate household, or who is a  
31 member of the immediate family or a dependent. Immediate family shall be  
32 restricted to those relationships identified in University Funeral Leave Policy.  
33 Regular part-time employees may take the prorated equivalent. Health care  
34 leave that is not used by the end of the fiscal year will remain as unused sick  
35 leave.  
36

37 Where health care leave is used for an emergency, the employee's supervisor  
38 must be notified as soon as possible. Health care leave for purposes other  
39 than an emergency requires advance permission of the employee's supervisor.  
40  
41

1 When a supervisor determines that it is necessary, a supervisor may require  
2 verification of the health care or emergency causing an employee to request use of  
3 this leave time.  
4

5 **Personal Leave**

6 Up to three working days of accrued sick leave may be taken for personal business  
7 reasons or emergencies within each fiscal year. For employees with twenty (20) or  
8 more years of continuous service, up to five (5) working days of accrued sick leave  
9 may be taken for personal business reasons or emergencies within each fiscal year  
10 effective the beginning of the next fiscal year. Personal leave that is not used by  
11 the end of the fiscal year will remain as unused sick leave.  
12

13 When personal leave is used for an emergency, the employee must notify his/her  
14 supervisor as soon as possible. Personal leave for purposes other than an  
15 emergency must be approved by the employee's supervisor in advance. Such uses  
16 shall be limited to the need to conduct business that cannot be scheduled during  
17 non-working hours.

18 When a supervisor determines that it is necessary, a supervisor may require  
19 verification of the personal business or emergency causing the employee to request  
20 or use personal leave.  
21

22 Sick, personal and health care leave balances are canceled upon termination of the  
23 employee and may not be taken as terminal leave. An employee shall not be  
24 allowed to use sick, health care or personal leave when the employee is on an  
25 unpaid leave from the University.  
26

27 **ARTICLE 20**  
28 **VACATION**  
29

30 Vacation shall accrue for each straight time hour paid (up to a maximum of 80  
31 hours for employees during a biweekly period), according to the following rates.  
32

33 Employees are entitled to earn vacation under the following schedule:  
34  
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<u>Years of Service Completed</u>	<u>Vacation Earned</u>	<u>Vacation Factor Per Year</u>
1 to 10 years	3 weeks	.05769
10 years or more	1 day more per year up to 4 weeks per year	.06153
		.06538
		.06923
		.07307
		.07692

Paid vacation accrual begins on the date of last hire. Changes in accrual rates shall be effective on the anniversary date. Paid vacation may accrue to two (2) times the annual accrual rate up to a maximum of three hundred and twenty (320) hours. On December 31<sup>st</sup> of each year leave balances that exceed the maximum will automatically be adjusted to the appropriate maximum.

If an employee is on vacation when the University declares an unscheduled day off (e.g., inclement weather) the employee shall continue to use vacation time for that day and will not be given an additional day off.

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

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

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

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

1 Schedule picks for all bargaining unit members will commence on August 1<sup>st</sup> for  
2 the Spring schedule block that runs approximately from January 1<sup>st</sup> to June 30<sup>th</sup> and  
3 February 1<sup>st</sup> for the Fall schedule block that runs approximately from July 1<sup>st</sup> to  
4 December 31<sup>st</sup>. When multiple vacation requests for the same period are  
5 simultaneously received, approvals will be granted by length of seniority, with the  
6 highest seniority employee given first preference. Employee requests for vacation  
7 during the Spring schedule block shall be submitted in writing by September 30<sup>th</sup>  
8 preceding the block. Requests for the Fall schedule block shall be submitted in  
9 writing by March 31<sup>st</sup> preceding the block. All such requests for vacation shall be  
10 considered by the department in keeping with staffing needs. Any requests for  
11 vacation leave that are not submitted within the time frames set forth above shall  
12 be granted on a first come, first served basis in keeping with department staffing  
13 needs. Once approved, the employee must take the vacation on the date(s) for  
14 which it was approved unless the parties mutually agree to the rescheduling of this  
15 vacation. When an employee who has accrued vacation leave dies, the  
16 corresponding payment for such shall be paid to the employee's duly appointed  
17 legal representative or, if none, any relative the University in its discretion may  
18 deem appropriate.

19  
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21 **ARTICLE 21**  
22 **MILITARY TRAINING LEAVE**

23 Employees who are members of the National Guard, Coast Guard, or U.S. Military  
24 Reserve units shall be granted leave with pay for training periods of more than  
25 seven (7) days, but less than thirty (30) calendar days in duration once a year. This  
26 paid leave period shall not include time necessary for travel to and from such  
27 training.  
28

29 Whenever possible, the employee shall provide written documentation to the  
30 University at least two (2) weeks in advance of the scheduled training, specifying  
31 its duration.  
32

33 **ARTICLE 22**  
34 **HOLIDAYS**

35  
36 The University shall observe the holidays listed below for employees covered by  
37 this agreement:  
38

- 39 – Martin Luther King, Jr. Day  
40 – Memorial Day  
41

- 1 - Juneteenth
- 2 - Independence Day
- 3 - Labor Day
- 4 - Thanksgiving Day
- 5 - Friday After Thanksgiving Day
- 6 - Winter Holiday Period (Six (6) days)

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

### 12 **Holiday Pay**

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

### 16 **Pay for Holiday Worked**

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

24 Alternatively, at the discretion of the University, employees who are required to  
25 work on a University holiday may opt to receive two and one-half (2 ½) times the  
26 straight time rate and no accrued compensatory time off. Alternately, at the  
27 discretion of the University, employees who are required to work on a University  
28 holiday may opt to receive straight time pay for hours worked together with the  
29 compensatory time at one and one-half (1 ½) times hours worked up to a maximum  
30 of eight (8) hours.

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

1 **Accrued Compensatory Holiday Time**

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

7  
8 **Eligibility**

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

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

16  
17 In either instance the employee shall not lose holiday pay when the absence is in  
18 keeping with vacation or personal leave provisions or is a verifiable illness under  
19 the terms of the sick leave article.

20  
21 Any employee on a paid leave of absence shall be paid for that employee's  
22 scheduled holiday(s) which occur(s) during that leave.

23  
24 Any employee who is scheduled to work on a holiday and fails to report to work  
25 shall forfeit holiday pay and be subject to disciplinary action, unless the employee  
26 is able to substantiate a reasonable cause for absence.

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30 **ARTICLE 23**  
31 **HOURS OF WORK, OVERTIME AND PREMIUM PAY**  
32

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

35  
36 The University reserves the right to require employees to work overtime or report  
37 on their scheduled hours or days off. The University will consider an employee's  
38 request to be excused. The University shall consider employee requests for a  
39 flexible work schedule during the work week when a mandatory work day is  
40 required.

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

3  
4 Irrespective of the days worked or the number of hours worked in any one day,  
5 employees shall be paid for all hours worked in excess of forty (40) hours in any  
6 given work week at one and one-half times (1-1/2) their regular rate of pay. Only  
7 hours actually paid shall be credited for the purpose of computing overtime worked  
8 in any work week.

9  
10 Nothing contained in this agreement shall be construed as a guarantee of hours of  
11 work per day or per week or as a limitation on the right of the University to require  
12 overtime.

13  
14 Unless the employee and the employer mutually agree, the employee's hours will  
15 not be reduced for the sole purpose of avoiding overtime once the employee has  
16 begun to work during that workweek.

17  
18 B Line Patrol Officers are allowed a shift overlap of .2 hours and must be paid for  
19 the overlap when assigned to such a shift and the employee works the .2 hours. B  
20 Line Patrol Officers shall select the .2 hours option at the time of their B Line shift  
21 selection. If an employee takes leave with pay for such a shift the .2 hours overlap  
22 shall not be paid. The .2 hours overlap is only considered for pay when the  
23 employee is on duty and working in uniform road patrol and is needed to respond  
24 to calls during the shift overlap.

25  
26 Telecommunication Officers who work in positions which require a shift overlap  
27 of .2 hours must be paid for the overlap when assigned to such a shift and the  
28 employee works the .2 hours. If an employee takes leave with pay for such a shift  
29 the .2 hours overlap shall not be paid. The .2 hours overlap is only considered for  
30 pay when the employee is on duty.

### 31 **Cancellation of Assigned Detail**

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

### 37 **Emergency Call-Back**

38  
39 Employees required to return to work following their regularly scheduled work day  
40 but preceding their next regularly scheduled work day shall be paid a minimum of  
41 four (4) hours pay.



1 **Restricted Time Off**

2 Employees scheduled to work on a shift identified as “Restricted Time Off” and  
3 which remains “restricted time off” when the shift is actually worked, shall receive  
4 two (2) hours of compensatory time. If the “restricted time off” is withdrawn  
5 seven (7) days or more in advance of the “restricted time off” shift, employees will  
6 not receive the compensatory time. If the “restricted time off” designation is  
7 withdrawn less than seven (7) days before the shift commences and the employee  
8 works the shift, they will receive the compensatory time.  
9

10 **Court Time**

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

19 **Travel Expenses**

20 The department agrees to reimburse all employees who are eligible for travel  
21 expenses while on travel status in the performance of their official duties for  
22 reasonable expenses incurred for hotel lodging, meals and incidental expenses  
23 related thereto, upon submission of receipts, in keeping with University travel  
24 reimbursement procedures.  
25

26 **ARTICLE 24**  
27 **MEAL BREAK AND REST PERIOD**  
28

29 Employees scheduled to work six (6) hours of work or more per day shall be  
30 granted a paid meal break of a minimum of one-half (1/2) hour.  
31

32 **Meal Allowance**

33 Any employee required to work four (4) hours immediately following the  
34 employees regular work day shall be given a meal allowance of seven (7) dollars  
35 or reimbursed for such meal purchase to a maximum of seven (7) dollars unless the  
36 department provides the meal.  
37

38 **Rest Periods**

39 Rest periods are intended to be a relief from the routine of work. Employees  
40 scheduled to work three (3) consecutive hours shall be granted a fifteen (15)  
41 minute paid rest period. Employees scheduled to work seven (7) hours within

1 eight (8) consecutive hours shall be granted a total of a thirty (30) minute paid rest  
2 period. All rest periods shall be scheduled at the discretion of the department.

3  
4 Where necessitated by departmental operations rest periods may be temporarily  
5 suspended. Rest periods shall not be cumulative.

6  
7 **ARTICLE 25**  
8 **VOLUNTEER FIREFIGHTER AND**  
9 **EMERGENCY MEDICAL TECHNICIAN LEAVE**

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

18  
19 If after responding to a medical emergency or fire such employee's service or  
20 presence is not required, the employee shall immediately return to the employee's  
21 work assignment, provided there is time remaining in the employee's shift.

22  
23 In the event that a volunteer firefighter and/or an EMT is required to respond to a  
24 working fire or emergency during the eight (8) hours immediately preceding the  
25 start of the employee's shift, the employee shall receive compensatory time off  
26 during the upcoming shift equal to the actual time spent in resolving the emergency  
27 or fire. In no event shall the employee receive compensatory time off for any time  
28 greater than the employee's shift assignment for that day. The employee shall  
29 notify his/her department of an impending absence from duty as soon as possible  
30 after it becomes apparent he/she will not be present at the start of their scheduled  
31 shift.

32  
33 Any hours compensated under this provision shall be counted as hours paid but  
34 shall not apply to any calculations for premium pay, unless otherwise provided by  
35 this agreement. The University shall pay or provide compensatory time off only  
36 for time spent when responding to emergency calls or fires.

37  
38 The University may designate an employee as exempt from this provision if the  
39 nature of the employee's job responsibilities are such that the employee's sudden  
40 absence could create hazard or unduly disrupt University business. The University  
41

1 reserves the right to verify any claim or the length of any claim made by an  
2 employee under this provision.  
3

4 **ARTICLE 26**  
5 **OTHER BENEFITS**

6  
7 **Endowed Employees**

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

- 13 – Group Life Insurance
- 14 – Personal Accident Insurance
- 15 – Cornell University Retirement Plan
- 16 – Cornell Tax Deferred Annuity Plan (Voluntary)
- 17 – Cornell Children's Tuition Scholarship Plan
- 18 – Cornell Long Term Disability Plan
- 19 – Cornell Workers' Compensation
- 20 – Cornell's Short-Term Disability Plan
- 21 – Cornell Health Care Plan
- 22 – Employee Tuition and Training Program
- 23 – Faculty & Staff Assistance Program
- 24 – Personal Leave of Absence
- 25 – University Leave of Absence
- 26 – Jury Duty
- 27 – Funeral Leave
- 28 – Voting
- 29 – Sick Leave Conversion (for post retirement health insurance coverage)
- 30 – Sick Leave (accruals)
- 31 – Direct Deposit
- 32 – Inclement Weather
- 33 – Holidays
- 34 – Vacations
- 35 – Family and Medical Leave Policies
- 36 – Catastrophic Leave Donation Policy
- 37 – Emergency Responder Leave
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1 **Contract College Employees**

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

- 7
- 8 – Group Life Insurance
  - 9 – Personal Accident Insurance
  - 10 – New York State Employees Retirement System Benefits
  - 11 – Tax Deferred Annuity Plan (Voluntary)
  - 12 – Cornell Children's Tuition Scholarship Plan
  - 13 – Long-Term Disability Plan
  - 14 – Workers' Compensation
  - 15 – Cornell's Short-Term Disability Plan
  - 16 – Group Health Insurance
  - 17 – The Empire Plan or Group Health Incorporated
  - 18 – Employee Tuition and Training Program
  - 19 – Faculty & Staff Assistance Program
  - 20 – Personal Leave of Absence
  - 21 – University Leave of Absence
  - 22 – Jury Duty
  - 23 – Funeral Leave
  - 24 – Voting
  - 25 – Sick Leave Conversion (for post retirement health insurance coverage)
  - 26 – Sick Leave (accruals)
  - 27 – Direct Deposit
  - 28 – Inclement Weather
  - 29 – Holidays
  - 30 – Vacations
  - 31 – Family and Medical Leave Policies
  - 32 – Catastrophic Leave Donation Policy
  - 33 – Emergency Responder Leave
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**ARTICLE 27  
SEPARABILITY**

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

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**WAGES  
ARTICLE 28**

**Patrol Officers, Crime Prevention Officers, Accreditation Officer and Investigators**

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

Upon completion of ten (10) years of service, the employee will receive a one (1) percent increase to their applicable wage rate effective on their ten (10) year anniversary date.

Upon completion of twenty (20) years of service, the employee will receive a one (1) percent increase to their applicable wage rate effective on their twenty (20) year anniversary date.

Upon completion of twenty-five (25) years of service, the employee will receive a one (1) percent increase to their applicable wage rate effective on their twenty-fifth (25) year anniversary date.

Upon completion of thirty (30) years of service the employee will receive an additional one (1) percent increase to their applicable wage rate effective on their thirty (30) year anniversary date.

For ease of wage administration, the 5 percent (5%) market equity payment paid to Patrol Officers, Crime Prevention Officers and Investigators provided in the 2009-2014 contract has been integrated into the Wage Schedule listed below for the current contract. Nonetheless, the parties recognize that the 5 percent (5%) market equity payment to Patrol Officers, Crime Prevention Officers and Investigators

(also to be provided to the Accreditation Officer and other Administrative Patrol Officer Assignments) is made for the purpose of assisting the patrol officers in saving for their retirement. The University agrees to continue the market equity payment while the parties continue to negotiate in good faith.

Patrol Officers, Crime Prevention Officers, Accreditation Officer and Investigators shall receive the following increases to their Wage Schedule 2021 – 2025:

	Effective 7/1/2021	Effective 7/1/2022	Effective 7/1/2023	Effective 7/1/2024
Hire Rate	\$28.00	\$28.70	\$29.50	\$30.39
1 year rate	\$30.80	\$31.57	\$32.45	\$33.42
2 year rate	\$33.58	\$34.42	\$35.38	\$36.44
3 year rate	\$36.26	\$37.17	\$38.21	\$39.36
4 year rate	\$39.00	\$39.98	\$41.10	\$42.33
5 year rate	\$41.84	\$42.89	\$44.09	\$45.41
10 yr 1% premium	\$42.26	\$43.32	\$44.53	\$45.87
20 yr 1% premium	\$42.67	\$43.74	\$44.96	\$46.31
25 yr 1% premium	\$43.10	\$44.18	\$45.42	\$46.78
30 yr 1% premium	\$43.53	\$44.62	\$45.87	\$47.25

### **Shift Differential**

A Line and C Line Patrol Officers, Crime Prevention Officers and Investigators who are regularly scheduled to work a shift which includes four or more hours between the hours of 6:00 p.m. and 6:00 a.m. shall be paid an additional one dollar and fifty cents (\$1.50) per hour. Any such employee who is assigned to a shift on a temporary basis for three (3) days or more in a week shall be paid this shift differential. Shift differential shall be paid for the following paid leave situations: vacation, holiday, sick, personal, family health care leave and bereavement leave.

### **Telecommunication Officers**

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

Upon completion of ten (10) years of service, the employee will receive a one (1) percent increase to their applicable wage rate effective on their ten (10) year anniversary date.

1 Upon completion of twenty (20) years of service, the employee will receive a one  
2 (1) percent increase to their applicable wage rate effective on their twenty (20) year  
3 anniversary date.

4  
5 Upon completion of twenty-five (25) years of service, the employee will receive a  
6 one (1) percent increase to their applicable wage rate effective on their twenty-fifth  
7 (25) year anniversary date.

8  
9 Upon completion of thirty (30) years of service the employee will receive an  
10 additional one (1) percent increase to their applicable wage rate on their thirty (30)  
11 year anniversary date.

12  
13  
14 Telecommunication Officers shall receive the following increases to their Wage  
15 Schedule 2021 – 2025:

16

	Effective 7/1/2021	Effective 7/1/2022	Effective 7/1/2023	Effective 7/1/2024
Hire Rate	\$25.40	\$26.04	\$26.77	\$27.57
1 year rate	\$26.99	\$27.66	\$28.43	\$29.28
2 year rate	\$28.56	\$29.27	\$30.09	\$30.99
3 year rate	\$30.15	\$30.90	\$31.77	\$32.72
4 year rate	\$31.74	\$32.53	\$33.44	\$34.44
10 yr 1% premium	\$32.04	\$32.84	\$33.76	\$34.77
20 yr 1% premium	\$32.37	\$33.18	\$34.11	\$35.13
25 yr 1% premium	\$32.68	\$33.50	\$34.44	\$35.47
30 yr 1% premium	\$33.01	\$33.84	\$34.79	\$35.83

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31 **Shift Differential**

32 All Telecommunication Officers who are regularly scheduled to work a shift which  
33 includes four or more hours between the hours of 6:00 p.m. and 6:00 a.m. shall be  
34 paid an additional one dollar and fifty cents (\$1.50) per hour. Any such employee  
35 who is assigned to a shift on a temporary basis for three (3) days or more in a week  
36 shall be paid this shift differential. Shift differential shall be paid for the following  
37 paid leave situations: vacation, holiday, sick, personal, family health care leave and  
38 bereavement leave.

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**ARTICLE 29**  
**DURATION OF AGREEMENT**

The agreement shall become effective on July 1, 2021 and shall remain in full force and effect until June 30, 2025.

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

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**ARTICLE 30**  
**AGREEMENT**

This agreement is entered as of this 1st day of July 2021, by and between Cornell University and the Cornell Police Union.

In witness whereof, the parties hereto have executed this agreement as of the 1st day of July 2021:

Cornell Police Union

*M. Satter, Esq.*

Cornell University

*Lauren M. Ghossein*



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**ARTICLE 31**  
**SIDE LETTER AGREEMENTS**

The Side Letter Agreements are incorporated herein by reference.

1. Work Schedules

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

2. Major Investigations Division and Other Patrol Officer Administrative Assignments

Selection Process

- The qualifications and job requirements of Investigators, Crime Prevention, Accreditation and other patrol officer administrative assignments shall be defined at the sole discretion of management.
- Opportunities for such positions shall be posted for one (1) calendar week.
- Any interested patrol officer in the Department of Cornell Police may apply.
- An interview committee shall be jointly developed by the Department Head or designee and the Union President or designee and shall include a minimum of one bargaining unit employee.
- All qualified applicants shall be interviewed.
- The recommendation of the committee shall be forwarded to the Department Head or designee who, in their sole discretion, shall make the final decision.
- All interviewed applicants shall be notified of the committee recommendation to the Department Head.

**Addendum**

- The positions of Patrol Officer, Investigator, Crime Prevention, Accreditation and other patrol officer administrative assignments shall be considered separate, regular positions.

- 1 • In recognition of enhanced job responsibilities Patrol Officers that move into  
2 an Investigator position shall be paid at a rate equal to 105% of their  
3 respective hourly rate in the patrol officers' salary schedule. Crime  
4 Prevention Officers receive 105% of their respective hourly rate in the patrol  
5 officers' salary schedule.  
6
- 7 • Investigators and Crime Prevention Officers shall have separate overtime  
8 lists and shall be assigned as such except in emergency situations. That is to  
9 say, if overtime is available in the patrol division it shall be offered first to  
10 such officers. Once this list is exhausted, if additional officers are needed,  
11 the department shall make such opportunities available to the Investigation  
12 and Crime Prevention officers.
- 13 • If a patrol officer is formally assigned to the Major Investigations division  
14 on a temporary basis for a minimum of five (5) working days, such officer  
15 shall receive acting pay equal to 105% of their regular hourly rate.  
16
- 17 • Sr. Investigator(s) shall receive an additional 1% to their base pay due to  
18 additional enhanced job responsibilities.  
19

### 20 3. Training Instructors

21 Employees required by management to conduct formal training sessions shall  
22 be paid at the rate of 107% of the employees' regular wage rate for the life of  
23 the agreement.  
24

### 25 4. Lead Officer Status

26 Patrol officers assigned to lead officer status shall be paid 105% of the  
27 employee's regular wage rate for the life of the agreement.  
28

29 Investigators assigned to lead officer status shall be paid 110% of the  
30 employee's regular wage rate for the life of the agreement.  
31

### 32 5. Overtime

33 The parties shall continue to meet and address issues related to timely  
34 notification for non-emergency overtime details.  
35

### 36 6. Return to Work from Workers' Compensation and Short Term Disability

1 Absent extenuating circumstances the university agrees to guarantee re-  
2 employment for up to twenty-two (22) months, following a workers'  
3 compensation absence, assuming the employee is able to return to full duty  
4 without restrictions. The university retains the right to require retraining prior  
5 to returning to duty. Such a return may require the Cornell Police Department  
6 to enact the layoff provisions of this agreement.

7  
8 The university shall make a reasonable effort at the unit level to find light duty  
9 assignments in the two (2) to four (4) week period immediately prior to return  
10 to full duty for a work related or short term disability absence.

## 11 7. Mandatory Days

12  
13 If the department schedules additional Mandatory Duty Days beyond the days  
14 already observed (Fall Opening, Homecoming Weekend, University  
15 Commencement, Slope Day), employees who do not otherwise receive  
16 overtime shall accrue one half (1/2) hour of compensatory time, up to a  
17 maximum of four (4) hours for each hour worked. Such time shall be banked  
18 and may be scheduled in keeping with other general work orders. This  
19 provision shall not apply to emergency details. NOTE: Switching Homecoming  
20 for Dragon Day.

## 21 8. Rules and Regulations

22  
23 The Union has the right to grieve the reasonableness of any rule or regulation.

## 24 9. Field Training Officers

25  
26 The Department and the Union agree that Field Training Officers shall receive a  
27 5% pay increase plus 5% compensatory time for hours worked in each phase. If  
28 the following conditions are met, the employee shall receive an additional 5%  
29 compensatory time for hours worked in each phase:

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

36  
37 Such payment shall be paid at the completion of each phase.

1 10. Technological/Organizational Changes

2  
3 The university will notify the union in writing as soon as possible in advance of  
4 planned technological changes (including major changes in equipment,  
5 organization or methods of operation) that may affect employees represented by  
6 the union. Meetings regarding such planned changes will be held as soon  
7 thereafter as can be mutually arranged. At such meetings, the university will  
8 advise the union of its plans with respect to the introduction of such changes and  
9 will familiarize the union with the progress being made. Although the university  
10 is required to notify the union as soon as possible in advance of the introduction  
11 of any planned technological changes, it will make a good faith effort to advise  
12 the union as soon as it decides to introduce such changes in order to give the  
13 union the opportunity to discuss the impact of these changes upon the bargaining  
14 unit.

15  
16 11. The University recognizes that occasionally situations arise within the regular  
17 workday that may require immediate official attention by Union officers. The  
18 University has always allowed, and will continue to allow, union members a  
19 reasonable amount of paid work time in order to conduct such official business  
20 as long as this time does not interfere with emergency services or other critical  
21 assignments absent supervisory permission.

22 12. Master Patrol Stipend

23 In recognition of additional skills development individuals who achieve Master  
24 Patrol designation shall receive a one-time gross lump sum stipend of five-  
25 hundred dollars (\$500).  
26

27 Should a comparable designation be established by the University for  
28 Telecommunication Officers, those individuals who achieve such designation  
29 shall receive a one-time gross lump sum stipend of five-hundred dollars (\$500).  
30

31 Additionally, where appropriate, the University will consider certifications and  
32 training held by senior officers to be the equivalent of the courses/training  
33 required to achieve Master Patrol status.  
34

35 13. Labor Management Cooperation Committee

36 The parties shall meet as needed to discuss issues, concerns and or suggestions  
37 relevant to the bargaining unit employees. The committee shall be comprised of  
38 three (3) union members selected by the union, and representatives of  
39 management who shall be determined by the Chief of Police. The university's  
40 ergonomic specialist, if any, may attend and participate in any session upon the  
41 request of either party. Management or the union shall provide two weeks in

1 advance of each meeting an agenda of items to discuss, if any; and the other  
2 party shall provide within one week thereafter additional agenda items to  
3 discuss, if any. Said meeting shall not occur if there are no agenda items from  
4 either party or if the above described three union members are not present for  
5 the meeting. Union members who attend such meetings shall suffer no loss of  
6 straight time base wages for time that cuts across their normal work schedule.  
7

8 Possible topics of discussion for this committee shall include:

- 9 • Major changes in job requirements or qualifications
- 10 • Posting of new responsibilities and/or positions
- 11 • General makeup of uniform
- 12 • Patrol vehicle cages and configurations
- 13 • Training compliance and standards
- 14 • Master patrol status and designation
- 15 • Crime prevention unit
- 16 • Overtime Distribution

17  
18 14. Canine Program

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

- 22 • This agreement will take effect when a canine is purchased or July 1,  
23 2007, whichever comes first.
- 24 • The service dog will be selected by the Cornell University Police with the  
25 assistance of members of the Cornell Police Union and the Southern Tier  
26 Police Canine Association.
- 27 • All expenses incurred for the purchase and the care of the service dog are  
28 the responsibility of the University.
- 29 • The University will make arrangements for, and payment of, veterinary  
30 care and boarding.
- 31 • The Canine Officer will be responsible for the daily feeding, exercise,  
32 training and care of the service dog. The expenses for food and the like  
33 are the responsibility of the University.
- 34 • The Canine Officer will receive .5 hours paid leave per day for the care  
35 of the service dog.
- 36 • The Canine Officer will be ineligible to participate in the voluntary  
37 overtime procedures as described in Section VI of the Overtime Police,  
38 General Order 01-15.
- 39 • Arrangements for transportation of the service dog are the responsibility  
40 of the University. If the Cornell University Police provide a vehicle for  
41

1 transport, such vehicle is only to be used for transport of the service dog  
2 and the Canine Officer or other members of the Cornell University  
3 Police, in accordance with Canine Policy and Procedure, General Order  
4 01-16.

- 5 • Per University policy, if a department vehicle is utilized, the Canine  
6 Officer will be responsible for reporting personal mileage annually, at the  
7 current University rate.
- 8 • The Canine Program will be reviewed monthly with the Canine Officer.  
9 A comprehensive review will be conducted one year from the  
10 implementation to determine if the program will be continued. However,  
11 the University retains exclusive right to terminate the program for any  
12 reason at any time and the service dog and all University owned property  
13 will be returned immediately to the Cornell University Police.
- 14 • No grievances shall be filed over the terms of this agreement or any other  
15 issues related to the Canine Program.

#### 16 17 15. Defense and Indemnification

18 Subject to the provisions of Cornell University Policy 4.9, Legal Defense  
19 and Indemnification, Cornell will defend and indemnify all members and  
20 officers acting within the scope of their university employment and/ or in the  
21 performance of authorized duties, whether on campus or off. Actions that  
22 are not within the scope of their duties and not in furtherance of their  
23 employment will not be indemnified or defended.  
24

#### 25 26 16. Veterans' Day Observance for Veterans and Active Reservists

27 United States military veterans and active reservists who wish to observe  
28 Veterans' Day (November 11) may do so with pay by providing the Chief at  
29 least fourteen (14) days advance notice in writing. The purpose of this side  
30 letter is to allow veterans and active reservists the opportunity to observe  
31 Veterans' Day without a loss of pay and without using their own accruals.  
32 The side letter does not create a new holiday or personal day. If an employee  
33 who is eligible for this benefit does not provide the required written notice  
34 and works on Veterans' Day, no special pay provisions attach for work on  
35 this day.

#### 36 37 17. Heightened Risk Full Wage Continuation Supplement To Workers' 38 Compensation (FWCS) For Sworn Officers

- 39 1. The Heightened Risk Full Wage Continuation Supplement (FWCS) serves  
40 as a supplement to Workers' Compensation and will apply only to on-duty  
41 heightened risk illnesses/injuries sustained in the course of employment of a sworn

1 officer. If it is the position of the University (for endowed claims) and of the NYS  
2 Insurance Fund (for contract college claims), that the illness or injury represents a  
3 compensable workers' compensation claim, the provisions of this MOU will apply.  
4 The Chief of Police shall determine, on a case-by-case basis, whether the Sworn  
5 Officer's on-duty illness/injury qualifies as a heightened risk illness or injury.

6 2. A Sworn Officer who qualifies for Heightened Risk FWCS will be entitled  
7 to a supplemental payment to ensure the officer receives full wages based upon the  
8 Wage Schedule for 2021-25 in Article 28, exclusive of overtime, shift differential  
9 or any other premium pay. A Sworn Officer on FWCS will not be required to use  
10 his or her accruals. Accruals will cease to accrue on the first day of the month  
11 following the twentieth consecutive calendar day as counted from the first day of  
12 absence. In no event will a Sworn Officer be paid more than his or her total base  
13 wages with all benefits combined (including but not limited to WC, LTD, SSI) in  
14 any of the 22 months.

15 3. Such wage continuation will continue cumulatively for a total period of  
16 absence not to exceed twenty-two (22) months per illness/injury commencing from  
17 the first date of absence related to the same illness/injury or until the Sworn  
18 Officer: 1) meets Cornell's criteria for retirement eligibility (currently, age fifty-  
19 five (55) plus ten (10) years of service); or 2) is deemed capable of returning to full  
20 duty; or 3) refuses a modified duty assignment; or 4) is deceased, whichever  
21 occurs first.

22 4. A Sworn Officer who is eligible to receive the Heightened Risk FWCS shall  
23 be required to work in a modified duty assignment if he/she is determined to be fit  
24 for the assignment by the Chief of Police in consultation with the University's  
25 Medical Leaves Administration. If such modified duty assignment is determined to  
26 be less than a full time assignment, the provisions of FWCS apply.

27 5. The Chief's determination of heightened risk as applicable to an on-duty  
28 injury/illness will be issued in writing to the Union and the Sworn Officer.  
29 Decisions of denial shall be subject to appeal upon written notification by the  
30 Sworn Officer to the Chief within ten (10) calendar days of his/her receipt of the  
31 Chief's written determination. Such appeal shall be reviewed by the Director of  
32 Workforce Policy and Labor Relations.

33 6. Upon proper written appeal by the Sworn Officer as set forth in paragraph 5  
34 above, after reviewing all relevant documents, statements and facts of record, the  
35 Director of Workforce Policy and Labor Relations shall issue a binding written  
36 decision within forty-five (45) business days of the receipt of the appeal. Such  
37 decision will be final and shall not be subject to grievance or appeal.

38 7. Pending the decision of the Director of Workforce Policy and Labor  
39 Relations, the Sworn Officer shall be subject to the University's normal Workers'  
40 Compensation and other applicable University benefits. In the event the appeal is  
41 denied, the Sworn Officer shall be subject to the University's normal Workers'  
compensation and other applicable University benefits.

- 1 8. Permissions given by the Chief for employment outside of Cornell  
2 University in effect at the time of the activation of FWCS will be considered null  
3 and void. Once the Sworn officer returns to full duty with no restrictions, the  
4 permission, if desired, must be requested per Cornell Police Policy.
- 5 9. A Sworn Officer subject to any of the provisions herein shall cooperate fully  
6 in all aspects of the process. This includes, but shall not be limited to, attendance at  
7 scheduled medical appointments and providing relevant medical records or other  
8 relevant documentation as required. Failure to cooperate may result in  
9 discontinuation of the Sworn Officer's assignment to modified duty and/or loss of  
10 eligibility under the Heightened Risk FWCS.

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