



AGREEMENT BETWEEN

CORNELL UNIVERSITY

NYC ILR EXTENSION OFFICE

AND

THE COMMUNICATION WORKERS OF AMERICA,

AFL/CIO

FOR EXEMPT UNIT

80 PINE STREET, NEW YORK, NY 10005

AUGUST 16, 2018-JUNE 30, 2022

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ARTICLE 1
RECOGNITION

This is an Agreement between Cornell University NYC ILR Extension Office (herein, "Employer") and the Communication Workers of America, (AFL/CIO), 80 Pine Street, New York, NY 10005 (herein, "Union").

The Employer recognizes the Union as sole and exclusive collective bargaining agent with respect to hours, wages, and other terms and conditions of employment of all non-academic fulltime and regular part-time administrator II and III; program coordinator I and II; communication specialist II and IIIs, research support specialist I and IIs; extension support specialist I and II; financial specialist II and III; event/ conference coordinators II; instructional technical specialist II and III; student service associates I and IIs; and multimedia editors located in the NYC ILR Extension Office as certified by the National Labor Relations Board by case 02-RC-223560. Excluded are all temporary, student and other employees, guards, professional employees and supervisors as defined in the Act.

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

- (i) Temporary employee filling a vacated regular position on a temporary basis: A temporary employee shall continue employment with the university for a period of up to twelve (12) months and is so informed at the time of hire. The university shall fill that position on a regular basis, within a twelve (12) month period.
- (ii) Hired for a special project: When a temporary employee is hired for a special project the term of employment will start and end with the term of the special project.
- (iii) To replace a unit employee who is on vacation or on a contractual leave of absence provided herein: The university shall have the right to move the temporary employee from position to position

1 without a break of service. The university shall notify the union
2 and the shop steward in writing whenever it hires or extends the
3 hire of a temporary employee.
4

5 The twelve (12) month period referred to in (i) above, may be extended
6 at the option of the university upon advance notice in writing to the
7 union and the shop steward for the entire length of any contractual
8 leave and the employee shall still be considered a temporary employee.
9 A temporary employee, as defined above, shall be covered by the
10 terms and conditions of this agreement during the extended period of
11 temporary employment.
12

13 **ARTICLE 2**
14 **TERMS OF AGREEMENT**
15

16 This Agreement constitutes the full, complete and final understanding
17 and agreement of the parties for the duration hereof. The parties
18 voluntarily and unqualifiedly waive the right, and each agrees that the
19 other shall not be obligated, to bargain collectively with respect to any
20 subject or matter whether or not referred to or covered in this
21 Agreement, even though such subject matter may or may not have been
22 within the knowledge or contemplation of either or both parties at the
23 time that this Agreement was negotiated or signed. The execution of
24 this Agreement shall not result in any abridgment of the rights retained
25 by the University pursuant to Article 3.
26

27 **ARTICLE 3**
28 **MANAGEMENT RIGHTS**
29

30 It is agreed that the University retains all of the rights, powers and
31 authority possessed by the University prior to the execution of this
32 Agreement and that nothing in this Agreement shall be construed to
33 limit the University in any way in the exercise of these rights, except
34 to the extent that these rights are specifically relinquished, restricted
35 or modified by the express provisions of this Agreement. These rights
36 shall include, but shall not be limited to the right to:
37

- 38 1. determine the mission, purposes, objectives, policies, and programs
39 of the institution;
40
41 2. determine the facilities, methods, standards, and means of operation,

1 and number and qualifications of personnel required for the conduct
2 of its program;

3
4 3. determine and/or alter work schedules, hours of employment, and
5 the duties, responsibilities and assignments of employees with
6 respect hereto;

7
8 4. recruit, hire, approve, train, retain, evaluate, transfer, promote,
9 demote, layoff and recall employees;

10
11 5. determine or change job content, classify or reclassify positions and
12 allocate or reallocate new or existing positions;

13
14 6. discipline or discharge employees in accordance with the provisions
15 of this Agreement and rules and regulations promulgated hereunder;

16
17 7. promulgate, modify and enforce rules and regulations and qualitative
18 and quantitative standards of performance;

19
20 8. although the University retains the right to subcontract unit work,
21 the University agrees that it will make reasonable effort to avoid
22 employee layoffs where sub-contracting may eliminate unit jobs;

23
24 9. change existing, or introduce new equipment, operations, methods,
25 processes, means or facilities as determined to be in the best interest
26 of the University.

27
28 Nothing contained herein shall constitute a waiver of the right of the
29 University to exercise other normal functions of management not
30 enumerated above. Furthermore, the exercise or nonexercise of rights
31 hereby retained by the University shall not be deemed a waiver of any
32 such right or prevent the University from exercising such rights in any
33 way in the future.

34
35 **ARTICLE 4**
36 **UNION SECURITY**

37
38 Each employee who is member of the Union on the effective date of
39 this Agreement shall, as a condition of employment, remain a member.

40 Each employee who is not a member as a condition of employment,

1 shall, no later than thirty (30) days after his/her employment or the
2 effective date of this Agreement, whichever is later, become and remain
3 a member of the Union. On written notice from a duly authorized union
4 official that an employee who has been employed more than thirty (30)
5 days has failed to tender the periodic dues and initiation fees uniformly
6 required as a condition of acquiring and retaining membership in the
7 union, the employer will discharge such employee within fourteen (14)
8 days after receipt of such notice unless within such fourteen (14) days,
9 such employee's failure to tender such dues and initiation fees is cured.

10
11 **ARTICLE 5**
12 **DUES CHECKOFF**

13 The University agrees to deduct an initiation fee and thereafter bi-
14 weekly the regular Union membership dues from the wages earned by
15 any member of the Union covered by this Agreement and to remit such
16 dues monthly to the Union, provided such employee previously has
17 signed a written authorization and direction to make such deduction to
18 the appropriate University Payroll Manager.

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

24
25 In the event that an employee who has authorized payroll deductions
26 for dues, falls into arrears for one (1) month's dues or less as a result
27 of an unpaid leave of absence or layoff, the University shall deduct
28 that amount, in addition to usual dues deductions, from the employee's
29 paycheck within one (1) month following the Union's notification to
30 the University of the employee's name, social security number, the
31 amount of dues owed and the period for which they are owed. Further,
32 the Union is required to send notice to the employee via first class mail
33 that the Union has requested that the University take this deduction.
34 The Union shall indemnify the University against any and all claims,
35 demands, suits, or other forms of liability that may arise out of action
36 taken or not taken by the University at the Union's request for the
37 purpose of complying with any of the above provisions.

1 **ARTICLE 6**
2 **NO STRIKE GUARANTEE**
3

4 There will be no strike, work stoppage, work interruption, slow down,
5 sympathy strike, picketing or boycott by the Union or any employee
6 during the life of this Agreement.
7

8 In the event of any such action or interference, and on notice from the
9 University, the Union without any delay shall take whatever affirmative
10 action is necessary to prevent and bring about the termination of such
11 action or interference. Such affirmative action shall include immediate
12 disavowal and refusal to recognize any such action or interference and
13 the Union immediately shall instruct any and all employees to cease
14 their misconduct and inform them that their misconduct is a violation
15 of the Agreement subjecting them to disciplinary action.
16

17 The University agrees that it will not lock out its employees during the
18 term of this Agreement.
19

20 **ARTICLE 7**
21 **FAIR EMPLOYMENT PRACTICES**
22

23 The University and the Union recognize their mutual obligations that
24 the provisions of this Agreement be applied to all employees covered
25 by this Agreement without regard to race, creed, color, religion,
26 age, sex, sexual orientation, gender identity, citizenship status,
27 union activity, marital status, disability, national origin, Vietnam era
28 veteran or disabled veteran status. Any employee claiming he/she was
29 discriminated against based upon one (1) of the above-noted protected
30 categories may file a grievance at Step 2 of the Grievance Procedure,
31 Article 11 of the Agreement.
32

33 The University and Union recognize their mutual obligations under
34 the various Affirmative Action and Equal Employment Opportunity
35 statutes and regulations, labor laws and federal, state and local laws.

ARTICLE 8
UNION STATUS AND RIGHTS

1
2
3 Stewards

4 The Union will the notify Employer in writing of the elected officers
5 and stewards (and their alternates in case of the absence of any union
6 representative authorized to administer this Agreement on behalf of the
7 union), and the Employer shall recognize no others.

8
9 Access

10 An authorized non-employee Union representative shall have
11 reasonable access to Employers premises to ascertain whether
12 conditions of this Agreement are being observed, provided there is no
13 interruption of service or the Employers activities. As a courtesy the
14 Union shall notify management of any visit.

15
16 All employees shall have the right to review their personal employee
17 records once a year upon one (1) week's prior written request for
18 records maintained in the New York City office and one (1) month's
19 prior written request for records maintained in Ithaca, New York.

20
21 Administration

22 For purposes of conducting union business (e.g., Steward meetings,
23 pre-grievance investigations, etc.) during working hours, the University
24 will grant union steward(s) and or other bargaining unit members a
25 reasonable amount of unpaid union business leave. Where feasible,
26 employees will be excused for such leaves provided that the University
27 is given two (2) work days advance notice prior to the date of the leave.

28
29 When the Union and the University jointly collaborate on projects,
30 presentations, investigations, etc., which further both labor and
31 management initiatives, employees shall sustain no loss of pay when
32 time spent on such initiatives cuts across normal working hours.

33
34 The University will grant two (2) union stewards or their designee
35 three (3) days of paid union business leave within the fiscal year (July
36 1 – June 30) upon one (1) weeks advance written notice.

37
38 Bulletin Board

39 A suitable bulletin board or bulletin board space shall be provided at
40 the employer's premises for the Union's use.

ARTICLE 9
SENIORITY

1
2
3
4 Seniority is defined as the length of time an employee has been
5 continuously employed by the University within the bargaining unit.
6

7 Probationary Period

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

18
19 Any employee transferred from a position excluded from the
20 bargaining unit shall have no seniority if transferred into the bargaining
21 unit. Such an employee shall be considered a "new hire" for seniority
22 purposes. Employees who transfer out of the bargaining unit to accept
23 a supervisory position or other regular position not included in the
24 bargaining unit shall have their seniority frozen as of the date of
25 transfer.

26
27 Employees hired on the same date shall rank for seniority according to
28 the last four (4) digits of their social security number with the employee
29 having the highest number being given the highest rank.

30
31 Layoff

32 In the event the University should determine that a layoff is necessary,
33 the union will be informed of the pending decision and a joint labor
34 management meeting shall be held. Management will provide the
35 union with specific reasons for the layoff. In the meeting, the parties
36 will attempt to find reasonable alternatives in order to avoid the layoff.
37 Within five (5) working days of the joint meeting, either party may
38 request a federal mediator from the Federal Mediation and Conciliation
39 Service (FMCS) to further assist the parties in discussing this issue.

- 1 a. All layoffs shall be initiated at the department level in the following
2 order: Employees shall be laid off in line with their seniority in
3 their wage grade and classification within a department, provided
4 the employee(s) to be laid off does not have specialized knowledge
5 or abilities required in the classification which could not be met by
6 the remaining work force.
7
- 8 b. An employee laid off under (a) above may displace (1) the least
9 senior employee in a lower wage grade in the same classification
10 within their department, provided the employee who might be
11 displaced does not have required specialized knowledge or abilities
12 not possessed by the laid off employee or (2) the least senior
13 employee in another classification, provided the laid off employee
14 has the recognized skill and ability to immediately perform the
15 job, or will be able to perform the job after a reasonable amount of
16 training, not to exceed twenty (20) working days.
17

18 Severance

19 Employees who are laid off under the provisions of the Layoff section
20 of this Article, will have an option, exercisable in writing within five
21 (5) business days of receipt of written notice of layoff, to elect instead
22 of displacement (i.e. bumping) and recall rights to receive severance
23 pay at the rate of one (1) week of pay per year of seniority service,
24 not to exceed 24 weeks. Severance pay is calculated at the rate of
25 the employee's regular base pay at the time of written notification of
26 layoff, and would be issued in a lump sum payment.
27

28 NOTE: If an employee has been laid off previously and received
29 severance pay for prior seniority service, and then rehired and
30 subsequently laid off, he or she will not receive severance pay for the
31 same period of seniority service.
32

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

1 Loss of Seniority

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

- 4
- 5 1. The employee resigns employment.
 - 6
 - 7 2. The employee is discharged for cause.
 - 8
 - 9 3. The employee retires from Cornell University.
 - 10
 - 11 4. The employee is absent from active employment for one (1) year.
 - 12
 - 13 5. The employee is absent from work for three consecutive working
14 days without directly notifying the supervisor or the departmental
15 administrator, by phone or email in keeping with departmental
16 procedures and provided the failure to notify is not due to
17 circumstances beyond the control of the employee.
 - 18
 - 19 6. The employee fails to return to work for three consecutive
20 working days, provided the failure to return to work is not due to
21 circumstances beyond the control of the employee, after:
22
 - 23 - the expiration of an approved leave of absence,
 - 24 - recall from layoff,
 - 25 - the expiration of vacation,
 - 26 - or disciplinary suspension,
 - 27 - expiration of disability or workers' compensation status
 - 28

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

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

1 **ARTICLE 10**
2 **FILLING JOB VACANCIES**
3

4 The university will post job openings which may occur in the
5 bargaining unit at the NYC ILRExtension Office in accordance with
6 the following procedure:
7

- 8 1. The University will post via e-mail all job vacancies which occur
9 in the bargaining unit including the job description and grade while
10 concurrently advertising the position externally. The University will
11 limit consideration to internal candidates for a minimum of five (5)
12 working days before considering external applicants.
13
- 14 2. It is agreed that all openings should be filled by the person most
15 qualified to perform the work. If all relevant factors are equal, the
16 job opening shall be filled by regular members of the bargaining
17 unit by seniority provided the employee has the recognized skill and
18 ability to immediately perform the job, or will be able to perform
19 the job after a reasonable amount of training, not to exceed twenty
20 (20) working days.
21
- 22 3. The University will provide the union with a list of all bargaining
23 unit members, their titles and pay grades annually. The union shall
24 provide the University a list of shop stewards annually.
25
- 26 4. The university agrees to provide unit members who are not offered
27 a job for which they have applied a general written explanation of
28 why they were not selected. A copy will also be provided to a unit
29 shop steward.
30

31 **ARTICLE 11**
32 **GRIEVANCE PROCEDURE AND ARBITRATION**
33

- 34 1. "Grievance" within the meaning of the Agreement shall be defined
35 as any matter involving the interpretation or application of this
36 Agreement, which alleges a violation of the rights of an employee,
37 or the Union under the terms of this Agreement.
38
- 39 2. An employee grievant and/or one Union representative participating
40 in the required meetings of the Grievance Procedure, Steps I
41 through 4 inclusive, as set forth in this Article, during working hours

1 shall suffer no loss of wages for the time spent in such meetings.
2 Whenever possible grievance meetings shall be scheduled during
3 the grievant's normal working hours, at a mutually convenient time.
4

5 3. In no instance shall a grievance be filed after ten (10) working days
6 for discipline and thirty (30) working days for other grievances
7 from the date of its occurrence or reoccurrence. Any grievance not
8 processed at each level within the number of working days specified
9 herein shall be regarded as settled on the basis of the University's
10 most recent answer. If the University should fail to observe the time
11 limits in a specific step, the grievance may be appealed to the next
12 step or the Union may wait for the University's response. "Working
13 Day" within the meaning of this Article shall be defined as Monday
14 through Friday, excluding all paid holidays.
15

16 4. Settlements through Step 2 of the Grievance Procedure shall not
17 establish a precedent or practice for either party. The Union or the
18 University may withdraw a grievance at any step without prejudice
19 or precedence.
20

21 5. Initial steps and time limits in the Grievance Procedure may be
22 waived by written mutual agreement of both the University and a
23 Union representative.
24

25 6. No employee shall be discriminated against for participating in the
26 Grievance Procedure.
27

28 7. Where an employee's presence as a witness is required during the
29 adjustment of a grievance or during arbitration, the University shall
30 excuse that employee from work. Neither party, however, shall
31 be responsible for the expense of witnesses called by the other,
32 including lost work time. Witnesses called by mutual agreement in
33 advance of the witness appearance shall not lose pay.
34

35 8. At each step of the grievance procedure, each party shall present the
36 facts and documents known to the party at the time to support its
37 position on the grievance.
38
39
40
41

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

5
6 All grievances shall be processed and settled in conformity with the
7 following procedure:

8
9 Step 1. The aggrieved employee and his/her steward will write out
10 the grievance indicating the nature of the grievance, the facts
11 upon which it is based, the contractual provisions that the grievant
12 believes has been violated, and the remedy sought. The grievance
13 shall be heard by the grievant's supervisor who shall render his/her
14 answer in writing within ten (10) working days from the date the
15 grievance was discussed. Such discussion shall take place within ten
16 (10) working days of the submission of the grievance. In the event a
17 satisfactory settlement is arrived at, the parties will execute the
18 appropriate grievance forms. In the event no satisfactory settlement
19 is arrived at, the procedure will then go to Step 2.

20
21 Step 2: If the immediate supervisor's written response does not resolve
22 the grievance and the union chooses to pursue the matter further,
23 the immediate supervisor's answer shall be appealed within ten
24 working days to the Assistant Dean for Human Resources or his/her
25 designee. The Assistant Dean for Human Resources or his/her
26 designee shall within twenty (20) working days from the date the
27 grievance is appealed, meet and discuss the grievance
28 with the employee, the steward and a union representative. A written
29 answer to the grievance shall be provided to the employee and the
30 union representative within fifteen (15) working days of the step 2
31 meeting.

32
33 Step 3: If the grievance has not been satisfactorily resolved, the union,
34 within ten (10) working days of receipt of the step two answer may
35 appeal the grievance to the Director of Labor Relations. The union's
36 representative, and the Assistant Dean for Human Resources for
37 the ILR School or the Director of Labor Relations will consult with
38 each other within twenty (20) working days of receipt of the Step
39 2 response in an effort to resolve the grievance. The employer will
40 provide a Step 3 answer within ten (10) working days following the
41 step 3 consultation.

1 Grievance Mediation

2 Upon mutual agreement, the University and the Union will request a
3 Federal Mediator from the Federal Mediation and Conciliation
4 Service for the purpose of grievance mediation. This process may be
5 implemented with mutual agreement prior to filing for Arbitration,
6 or in the time frame between the filing for Arbitration and the
7 Arbitration proceedings. In the event Grievance Mediation is chosen
8 prior to filing for Arbitration, the time limits for filing for Arbitration
9 will be extended to accommodate the Grievance Mediation process.
10 The decision/ recommendations of the Federal Mediator shall not be
11 binding on either party and may not be introduced in any subsequent
12 arbitration proceedings.

13
14 Step 4 - Election to Arbitrate. If the grievance remains unresolved
15 after the Step 3 answer from the University, the designated Union
16 Representative may appeal the grievance to arbitration within
17 forty-five (45) days from the Step 3 answer by written notice to
18 the American Arbitration Association requesting that agency to
19 provided panels from which the arbitrator shall be selected.

20
21 The jurisdictional authority of the arbitrator is defined and limited
22 to the determination as to whether there have been violations of the
23 provision or provisions of the Agreement as set forth in the written
24 grievance; the arbitrator shall have no power to add to, subtract
25 from, or modify any of the terms of this Agreement. The decision of
26 the arbitrator shall be based exclusively on evidence presented at the
27 arbitration hearings and shall be final and binding on all involved
28 parties.

29
30 Where the decision of the arbitrator includes an award for back pay,
31 back wages shall be limited to the amount of wages that the employee
32 otherwise would have earned less any unemployment compensation
33 or other additional interim payments or compensation. The parties
34 shall bear their own expenses and share in the arbitrator's fee and
35 expenses equally. Each party shall be responsible for the expenses
36 of its witnesses and representatives, except as provided in Section 7
37 of this Article. Either party may be represented by counsel.

38
39 Except as otherwise provided for in this Agreement, the University may
40 temporarily fill any position pending the resolution of the grievance.

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

5
6 The time periods and limits provided in this Article shall not include
7 Saturdays, Sundays or contractual holidays. Such time periods may be
8 extended only by mutual agreement of the university and the union.
9 In the absence of such agreement, the time limits shall be mandatory.

10
11 It is agreed that the use of the grievance procedure set forth herein
12 shall be mandatory and shall be regarded as the sole and exclusive
13 machinery for the adjustment of claims or grievances. The union may
14 not at any time resort to economic action in support of grievances while
15 they are being processed or thereafter.

16
17 All grievance forms shall be printed and supplied by the union.

18
19 **ARTICLE 12**
20 **DISCIPLINE AND DISCHARGE**

21
22 The University and the Union agree to a procedure of progressive
23 discipline. The parties adhere to the principle that discipline has the
24 objective of improving the future performance of the employee.

25
26 The University and the Union recognize the sensitive nature of the
27 disciplinary process and to that end, will strive whenever possible,
28 to handle all disciplinary matters in a private setting with relevant
29 personnel only.

30
31 An employee may be disciplined only for cause. Employees have the
32 right to union representation during any meeting that might lead to
33 discipline or during a disciplinary meeting.

34
35 The university agrees to honor the employees' Weingarten rights
36 including:

37
38 a. notifying the employee if a discussion may lead to disciplinary
39 action;

1 b. stopping all discussion with an employee when the university or
2 employee determines that the discussion may lead to discipline of
3 the employee, in order to provide the employee with the opportunity
4 to meet with and have the shop steward or other union representative
5 present before continuing the discussion;
6

7 c. violations of (a) and (b) above shall be subject to Article 11,
8 Grievance Procedure and Arbitration in this Agreement.
9

10 The steps in the procedure of progressive discipline shall include oral
11 warnings, written warnings, suspensions and discharges.
12

13 Referral to the Employee Assistance Program (EAP) is not a required
14 step of the disciplinary procedure.
15

16 Situations involving major infractions or offenses shall be exempted
17 from progressive discipline and may subject an employee to discipline,
18 including discharge, regardless of the employee's prior record.
19

20 Management shall in appropriate cases give the Union advanced notice
21 of suspensions and discharges. Failure to give notice shall not be an
22 issue in any grievance relating to the suspension or discharge.
23

24 Probationary employees shall be exempt from the provisions of this
25 Article.
26

27 **ARTICLE 13**

28 **FLEXIBLE WORKING ARRANGEMENTS**

29 The University shall consider employee requests for flexible working
30 arrangements. NYC ILR Extension Office shall review such requests
31 based upon the Office's business needs and ability to achieve workplace
32 goals. While the decision to grant such requests is the University's, the
33 employee may grieve a denial of such a request to the Third Step of the
34 Grievance Procedure for final disposition by the parties but the denial
35 shall not be arbitrable.
36

37 **ARTICLE 14**

38 **LEAVE OF ABSENCE WITHOUT PAY**

39 Short-Term Position Leave

40 All regular full-time and part-time employees may be eligible for a

1 short-term position unpaid leave after completion of their probationary
2 period. Short-term position leaves may be requested for up to six (6)
3 months. The employee's position will be held open for the duration of
4 the shortterm leave. The request must state the reason for the leave and
5 the length of leave.

6
7 Requests for short-term position leaves are granted solely at the
8 discretion of the NYC ILR Extension Office. Any request for a short-
9 term position leave which is denied may be grieved directly to Step 3
10 of the Grievance Procedure, but shall not be arbitrable.

11
12 Long-Term Personal Leave

13 All regular full-time and part-time employees with at least one year
14 of continuous service prior to the date of leave are eligible for a long-
15 term personal unpaid leave of up to a maximum length of one year.
16 The employee's position will not be held open, and there shall be no
17 guarantee of re-employment. However, employees on unpaid long-
18 term leaves of absence may use their seniority to apply for vacant
19 bargaining unit positions in keeping with Article 10.

20
21 Eligible employees may be authorized to take a long-term unpaid
22 personal leave for the following reasons:

- 23
- 24 • Government service (elective office)
 - 25 • Educational purposes
 - 26 • Extended vacation (following five (5) years of University service)
 - 27 • Sickness and disability
 - 28 • Settlement of an estate
 - 29 • Travel to accompany spouse on sabbatical
 - 30 • Domestic responsibilities
 - 31 • Other reasons deemed appropriate by the University

32
33 The employee is required to submit a written request for a long-term
34 unpaid personal leave through the Assistant Dean for Human Resources
35 stating the reason for the leave and length of leave. The request for a
36 long-term unpaid personal leave must be made at least two (2) weeks in
37 advance of the first day of leave. Whenever employees exhaust
38 their Short-Term Disability Plan benefits and application for Long-
39 Term Disability Plan benefits is still pending, the employee shall be
40 automatically placed on a Long-Term Personal Leave for the interim
41 period up to a maximum of one (1) year.

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

4
5 Requests for unpaid long-term personal leave are granted entirely
6 at the discretion of NYC ILR Extension Office. Denials shall not be
7 unreasonable but shall not be grievable.

8
9 General Provisions for Short-Term and Long-Term Unpaid Personal
10 Leaves

11 Accrued vacation must be exhausted before a long term unpaid
12 personal leave begins. An employee shall not be eligible for health
13 and personal leave or disability benefits while on an approved
14 unpaid leave. Health and personal leave and vacation will not
15 accrue while an employee is on unpaid leave. If the employee returns
16 to active employment at the University within the limits specified by
17 the unpaid leave of absence agreement, health and personal leave
18 shall be restored to its former level.

19
20 Acceptance of any employment inconsistent with the unpaid leave will
21 result in termination.

22
23 **ARTICLE 15**
24 **JURY DUTY LEAVE**

25
26 An employee called for jury duty will be paid his/her regular rate of
27 pay upon submission of the summons. An employee subpoenaed to
28 appear in court as a witness by the employer or for an employment
29 related matter will be paid his/her regular rate of pay upon submission
30 of the subpoena. The employee should notify his/her supervisor
31 immediately.

32
33 **ARTICLE 16**
34 **BEREAVEMENT LEAVE**

35
36 An employee will be entitled to a leave of absence, as actually needed
37 and used by him/her, for funeral arrangements, or attendance due
38 to death of grandparents, brother, sister, spouse, mother, father, sister
39 or brother-in-law, child, grandchild, step-child, step-parent, father-in-
40 law, mother in-law, son-in-law, daughter-in-law or domestic
41 partner. The employer will reimburse the employee for scheduled
work time he/she actually lost during this leave to a maximum of
three (3) seven (7) hour days at his^her regular wage rate.

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

5
6 **ARTICLE 17**
7 **MILITARY LEAVE**
8

9 Employees who are members of the National Guard, Coast Guard,
10 or Military Reserve Units shall be granted leave with pay or training
11 periods of more than seven (7) days on no more than two (2) occasions
12 in a twelve (12) month period, up to a maximum of thirty (30) in total
13 in a twelve (12) month period. Vacation or Personal Leave may be used
14 for military training in excess of thirty (30) days subject to the approval
15 of the Assistant Dean for Human Resources..

16
17 Whenever possible, the employee shall provide written documentation
18 to the University at least two weeks in advance of the scheduled
19 training, specifying the reason and duration of the military leave.

20 **ARTICLE 18**
21 **VACATION**
22

23
24 Employees are entitled to earn vacation under the following schedule:
25

26 Years of Service	Vacation Earned	
27 <u>Completed</u>	<u>Per Year</u>	<u>Vacation Factor</u>
28 Less than 10 years	15 days	.6250
29 10 but less than 11 yrs.	16 days	.6667
30 11 but less than 12 yrs	17 days	.7083
31 12 but less than 13 yrs	18 days	.7500
32 13 but less than 14 yrs.	19 days	.7917
33 14 years or more	20 days	.8333

34
35 Paid vacation accrual begins on the date of last hire. Changes in accrual
36 rates shall be effective on the anniversary date of last hire.

1 Credited Service

2 Exempt Maximum Accumulation

3 Less than ten years: 30 days

4 10 but less than 11 years: 32 days

5 11 but less than 12 years: 34 days

6 12 but less than 13 years: 36 days

7 13 but less than 14 years: 38 days

8 14 years or more years: 40 days

9

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

12

13 Upon termination, including retirement, an employee shall have a right
14 to receive payment for all unused vacation time up to a maximum of
15 30 days, provided the employee has completed at least one year of
16 continuous service. The payment will be made in a lump sum in the pay
17 period following the last day of employment.

18

19 The University will work with employees who have more than 30 days
20 of vacation to schedule those vacation days in excess of 30 prior to
21 the employee's last day at the University. Except as provided in Short-
22 Term Disability, vacation time cannot be substituted for health and
23 personal leave. The supervisor has sole discretion to approve the use
24 of vacation time when employees have exhausted their accrued
25 health and personal leave.

26

27 Written requests for vacation time off shall be submitted as soon as
28 reasonably possible to the employee's supervisor. The employee shall
29 receive a copy of the approval or rejection within a reasonable period
30 of time. Once approved, the vacation time off cannot be canceled or
31 changed without the agreement of the employee.

32

33 When an employee has accrued vacation leave and dies, the
34 corresponding payment for such shall be paid to the employee's
35 beneficiaries or estate.

1 **ARTICLE 19**

2 **HOLIDAYS**

3 Number and Identity

4 There will be twelve holidays. These include New Year’s Day, Martin
5 Luther King Day, Memorial Day, Independence Day, Labor Day,
6 Thanksgiving Day, the day after Thanksgiving, Christmas Day and
7 recess days between Christmas and New Year’s Day.

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

13 **ARTICLE 20**

14 **OTHER BENEFITS**

15
16
17 The University and the Union agree that, during the term of this
18 Agreement, the University will automatically extend to contract
19 college employees covered by this Agreement any adjustments made
20 by the University in the current benefit programs listed below in this
21 paragraph which the University might make for employees not covered
22 by a collective bargaining agreement. In the event of such changes,
23 the University will notify the Union of such changes prior to their
24 implementation.

- 25
26 • Group Life Insurance
27 • Accidental Death and Dismemberment Plan
28 • New York State Employees Retirement System Benefits
29 • Tax Deferred Annuity Plan (Voluntary)
30 • NY SUNY ORP
31 • Cornell Children’s Tuition Scholarship Plan
32 • Long-Term Disability Plan (non-vested employees only)
33 • Workers’ Compensation
34 • Cornell’s Short-Term Disability Plan
35 • Group Health Insurance:
36 The Statewide Plan or Group Health Incorporated
37 • Employee Tuition and Training Programs
38 • Direct Deposit
39 • Cornell Break in Service Policy
40 • Employee Assistance Program (EAP)
41 • Family and Medical Leaves, including NY Paid Family Leave

- Inclement Weather Policy
- Health and Personal Leave, including NYC Paid Safe and Sick Leave
- Lactation Policy

**ARTICLE 21
WAGES**

Employees hired after the certification of the CWA as the bargaining agent will be paid according to the salary schedule below. Employees hired before the certification of the CWA as the bargaining agent will retain their salaries as of July 1, 2018 and receive the percentage increases on July 1, 2019, July 1, 2020 and July 1, 2021 indicated in the following chart.

Position Title	Ratification of Contract or Hire Date (whichever is later)	7/1/19 (2.75%)	7/1/20 (2.5%)	7/1/21 (2.5%)
Administrator II	\$58,500	\$60,109	\$61,612	\$63,151
Administrator III	\$75,500	\$77,576	\$79,515	\$81,503
Communication Specialist II	\$56,500	\$58,054	\$59,505	\$60,993
Communication Specialist III	\$69,000	\$70,898	\$72,670	\$74,487
Coord Program I	\$56,000	\$57,540	\$58,979	\$60,453
Coord Program II	\$60,500	\$62,164	\$63,718	\$65,311
Event/Conference Coordinators II	\$57,000	\$58,568	\$60,032	\$61,532
Extension Supp Spec I	\$54,000	\$55,485	\$56,872	\$58,294
Extension Supp Spec II	\$61,500	\$63,191	\$64,771	\$66,390
Financial Specialist II	\$59,500	\$61,136	\$62,664	\$64,231
Financial Specialist III	\$73,000	\$75,007	\$76,882	\$78,804
Instructional Tech Spec II	\$55,500	\$57,026	\$58,452	\$59,913
Instructional Tech Spec III	\$66,000	\$67,815	\$69,510	\$71,248
Multimedia Editors	\$50,000	\$51,375	\$52,659	\$53,975
Research Support Specialist I	\$52,000	\$53,430	\$54,766	\$56,135
Research Support Specialist II	\$58,500	\$60,109	\$61,612	\$63,152
Student Service Associates I	\$49,500	\$50,861	\$52,132	\$53,435
Student Service Associates II	\$58,500	\$60,109	\$61,612	\$63,152

1 The University reserves the right to hire an individual for a higher
2 salary in the classification as long as the salary is not greater than a
3 current bargaining unit employee in that classification.
4

5 **ARTICLE 22**
6 **SEPARABILITY**
7

8 If any provision or part thereof of this Agreement is found to be invalid
9 or unenforceable by a final decision of a court of law or is in conflict
10 with any applicable federal or state law or regulation, such provision,
11 or part thereof shall be deemed to be deleted from this Agreement. In
12 the event that any provision, or part thereof, of this Agreement is
13 thus rendered inoperative and of no force and effect, the remaining
14 provisions shall, nevertheless, remain in full force and effect.
15

16 **ARTICLE 23**
17 **RECLASSIFICATIONS**
18

19 When an employee submits a job reclassification request, the employee
20 shall complete and submit a Position Classification Review Request
21 Form and an updated and accurate staff position description (in track
22 changes to current staff position description) to the ILR Human
23 Resources. The Union may assist the employee in any stage of this
24 process. ILR Human Resources shall consider such request and
25 develop in conjunction with the employee an updated and accurate job
26 description if appropriate. Reasonable effort will be made to complete
27 this process within ninety (90) business days.
28

29 ILR Human Resources will conduct a fair and objective review.
30 Employee and supervisor additional input shall be sought when
31 appropriate.
32

33 If the employee wishes to appeal the results of the decision, the
34 employee may forward an appeal of the decision with written
35 justification directly to Step 3 of the Grievance Procedure. This Article
36 is not arbitrable. It is understood that when an existing job is upgraded
37 or reclassified, the employee holding that position shall remain in that
38 revised position. Reclassification reviews may not be requested more
39 than once per year unless job duties or responsibilities have materially
40 changed.

1 inform the Union of the pending decision and the University will meet
2 with the Union upon request.

3
4 The University's final decision shall not be subject to the grievance and
5 arbitration provisions in the collective bargaining agreement.

6
7 **ARTICLE 26**
8 **PROFESSIONAL DEVELOPMENT**
9 **ADDITIONAL EDUCATIONAL BENEFIT**

10
11 If the ILR School authorizes annual professional development funds
12 for its staff employees, members of the bargaining unit will be eligible
13 for those funds on the same terms as other ILR School staff employees.

14
15 Employees who successfully complete accredited course work (earning
16 C or better) shall be reimbursed at one hundred per cent (100%) of
17 the Matriculating Borough of Manhattan Community College rate per
18 credit hour up to eight (8) credit hours for the academic year.

19
20 **ARTICLE 27**
21 **SUCCESSORSHIP**

22 This Agreement shall be binding upon the successors and assignees of
23 the parties hereto.

24
25 **ARTICLE 28**
26 **JOINT LABOR-MANAGEMENT COMMITTEES**

27 The parties agree to the formation of a joint labor-management
28 committee consisting of two members of the union, and two members
29 from management from ILR NYC Extension Office. The committee
30 will meet at least two (2) times a year with the intent to improve
31 communications, problem solve, and openly discuss issues of concern
32 to both parties. An agenda will be set prior to each meeting. Guests
33 may be invited depending on topics of the agenda. The outcome of
34 each meeting will be publicly communicated to employees in this
35 bargaining unit.

36
37 The parties also agree to create a joint labor-management committee
38 to meet and discuss up to twice a year basis, i.e., July, November, the
39 reclassification process. The meetings to be initiated by the union. The
40 committee will consist of two members of the union and two members
41 of management (representative of administration and ILR HR.)

1 An agenda will be set prior to each meeting. Guests may be invited
2 depending on topic of the agenda. The outcome of each meeting
3 will be publicly communicated to employees in this bargaining unit.
4

5 **ARTICLE 29**
6 **DURATION OF AGREEMENT**
7

8 This Agreement shall remain in full force and effect until 11 :59 p.m.,
9 June 30, 2022, and, thereafter, shall be renewed from year to year
10 unless any party hereto shall notify the other party, in writing, at least
11 sixty (60) days prior to the termination date of this Agreement of its
12 desire to change or modify in any way or terminate this Agreement.
13 Such written notice shall be sent by registered or certified mail to the
14 other party.
15

16 **ARTICLE 30**
17 **AGREEMENT**

18 This Agreement is entered into as of this 15th day of ^{February 2019} ~~December, 2018~~ for the period, August 16,
19 2018 through June 30, 2022 by the between Cornell University, NYC ILR Extension Office,
20 (herein, "Employer") and the Communication Workers of America, (AFL/CIO), 80 Pine Street,
21 New York, NY 10005 (herein, "Union").

22 In witness whereof, the parties hereto have executed this Agreement as of this 15th day of
23 ~~January, 2019.~~
^{February}

24 Cornell University

24 Communications Workers of America, Local 1101

25 *John M. Ghelardoni*
26
27 February 15, 2019
28
29
30
31

25 *[Signature]*
26
27
28
29
30
31

32 Appendix: List of CWA (Exempt) Unit Job Titles in NYC ILR
33 Extension Office

1	CWA Job Title	
2	Administrator II	C06
3	Administrator III	C07
4	Communication Specialist II	C06
5	Communication Specialist III	C07
6	Coord Program I	C06
7	Coord Program II	C07
8	Event/ Conference Coordinator II	C06
9	Extension Supp Specialist I	C06
10	Extension Supp Specialist II	C07
11	Financial Specialist II	C06
12	Financial Specialist III	C07
13	Instructional Tech Specialist II	C06
14	Instructional Tech Specialist III	C07
15	Multimedia Editors	C06
16	Research Support Specialist I	C06
17	Research Support Specialist II	C07
18	Student Services Associates I	C06
19	Student Services Associates II	C07

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