AGREEMENT BETWEEN

CORNELL UNIVERSITY

AND

THE INTERNATIONAL UNION
OF OPERATING ENGINEERS
LOCAL 158S

MARCH 15, 2019 THROUGH
MARCH 14, 2024
<table>
<thead>
<tr>
<th>TITLE</th>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PURPOSE AND INTENT</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>UNION RECOGNITION</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>UNION SECURITY</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>UNION DUES, INITIATION FEES AND SERVICE CHARGES</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>MANAGEMENT RIGHTS</td>
<td>5</td>
<td>3-4</td>
</tr>
<tr>
<td>PRODUCTIVITY</td>
<td>6</td>
<td>4</td>
</tr>
<tr>
<td>NO-STRIKE GUARANTEE</td>
<td>7</td>
<td>4-5</td>
</tr>
<tr>
<td>DISCIipline AND DISCHARGE</td>
<td>8</td>
<td>5-6</td>
</tr>
<tr>
<td>NON-DISCRIMINATION</td>
<td>9</td>
<td>7</td>
</tr>
<tr>
<td>SENIORITY</td>
<td>10</td>
<td>7-10</td>
</tr>
<tr>
<td>GRIEVANCE PROCEDURE</td>
<td>11</td>
<td>11-13</td>
</tr>
<tr>
<td>HOURS OF WORK/OVERTIME</td>
<td>12</td>
<td>13-20</td>
</tr>
<tr>
<td>RELIEF WORK PAY</td>
<td>13</td>
<td>20-21</td>
</tr>
<tr>
<td>OVERTIME DISTRIBUTION</td>
<td>14</td>
<td>21-22</td>
</tr>
<tr>
<td>WAGES</td>
<td>15</td>
<td>23-25</td>
</tr>
<tr>
<td>INCONVENIENCE PAY</td>
<td>16</td>
<td>25</td>
</tr>
<tr>
<td>PAID VACATIONS</td>
<td>17</td>
<td>25-27</td>
</tr>
<tr>
<td>PAID HOLIDAYS</td>
<td>18</td>
<td>27-29</td>
</tr>
<tr>
<td>SICK LEAVE</td>
<td>19</td>
<td>29-31</td>
</tr>
<tr>
<td>OTHER BENEFITS</td>
<td>20</td>
<td>31-32</td>
</tr>
<tr>
<td>INCLEMENT WEATHER</td>
<td>21</td>
<td>32-33</td>
</tr>
<tr>
<td>LEAVES WITHOUT PAY</td>
<td>22</td>
<td>33</td>
</tr>
<tr>
<td>MILITARY TRAINING LEAVE</td>
<td>23</td>
<td>33-34</td>
</tr>
<tr>
<td>VOTING TIME</td>
<td>24</td>
<td>34</td>
</tr>
<tr>
<td>JURY DUTY</td>
<td>25</td>
<td>34-35</td>
</tr>
<tr>
<td>SAFETY EQUIPMENT</td>
<td>26</td>
<td>35</td>
</tr>
<tr>
<td>FUNERAL LEAVE</td>
<td>27</td>
<td>35-36</td>
</tr>
<tr>
<td>VOLUNTEER FIREFIGHTERS</td>
<td>28</td>
<td>36</td>
</tr>
<tr>
<td>TRANSPORTATION ALLOWANCE</td>
<td>29</td>
<td>36-37</td>
</tr>
<tr>
<td>PLANT CLOSINGS</td>
<td>30</td>
<td>37</td>
</tr>
<tr>
<td>SEPARABILITY</td>
<td>31</td>
<td>37</td>
</tr>
<tr>
<td>RECLASSIFICATION</td>
<td>32</td>
<td>37-38</td>
</tr>
<tr>
<td>DURATION OF AGREEMENT</td>
<td>33</td>
<td>38</td>
</tr>
<tr>
<td>AGREEMENT</td>
<td>34</td>
<td>39</td>
</tr>
<tr>
<td>SCHEDULE A</td>
<td>35</td>
<td>40</td>
</tr>
<tr>
<td>SIDE LETTER</td>
<td>36</td>
<td>41</td>
</tr>
</tbody>
</table>
This Agreement is between Cornell University, hereinafter referred to as the University and the International Union of Operating Engineers, Local 158S, hereinafter referred to as the Union and is effective from March 15, 2019 through March 14, 2024.

**ARTICLE 1**

**PURPOSE AND INTENT**

It is agreed by the University and the Union that the purpose of this Agreement is to: promote orderly and cooperative labor relations between the University and Union; assure efficient, economical and uninterrupted plant operations; establish fair wages, hours and working conditions of employment; to prevent strikes, lockouts, slowdowns; and to set forth the entire Agreement between Cornell University, the Union and employees at the Water Filtration Plant and the Central Energy Plant located on the campus of Cornell University, Ithaca, New York.

It is recognized by this 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**

**UNION RECOGNITION**

The University hereby recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours of employment and other working conditions for those employees, employed by the University at the Water Filtration Plant and the Central Energy Plant (including the Co-Generation area) located on the campus of Cornell University, Ithaca, New York whose duties are defined by the specific classifications listed in Appendix A of this Agreement. Members of this Union shall take charge of all work coming under the jurisdiction of the International Union of Operating Engineers. An engineer is to be on duty at all times while any equipment under the jurisdiction of the International Union of Operating Engineers is in operation. In a continuous operating plant, no engineer is to leave a watch until another engineer reports for duty.
ARTICLE 3
UNION SECURITY

The parties agree that all employees in the Water Filtration Plant, and Central Energy Plant subject to the jurisdiction of Local Union No. 158S, International Union of Operating Engineers as set forth in Schedule A attached hereto and made part hereof, shall become members of the respective Local No. 158S, no later than the 31st day from the commencement of their employment or the execution date of this Agreement, whichever is later, and shall remain in good standing thereafter, subject to the limitations of any applicable law. The university agrees to compensate up to five (5) union representatives for lost work time spent in scheduled negotiations. Lost work time shall mean only those hours the employee is regularly scheduled to work.

ARTICLE 4
UNION DUES, INITIATION FEES, & SERVICE CHARGES

The University will check-off initiation fees and monthly dues or service charges, on the basis of individually signed voluntary check-off authorization cards in a format agreed to by the University and the Union. Employees may pay the initiation fee uniformly required as a condition of acquiring membership in the Union as well as monthly membership dues, directly to the Union or may have such payments deducted from their pay in twenty-six (26) bi-weekly installments by signing the proper authorization for check-off forms. The University will deduct a flat rate for each employee.

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

Employees may cancel authorizations for check-off of Union dues or service charges at any time and should continue payment directly to the Union.
ARTICLE 5
MANAGEMENT RIGHTS

Except as otherwise specifically provided in the Agreement, the University retains all of the rights, functions, duties and responsibilities of management currently accorded it by law. These rights include, by way of illustration but not limited to:

a. The determination of the size and qualifications of the work force, including the allocation and assignment of work or workers; the content of job classifications; the determination of policies affecting the selection and training of the employees and the ultimate authority to hire, recall, transfer, promote, lay off, suspend, demote or dismiss employees;

b. The full and exclusive control of the management of the University; the supervision of all operations; including the means, methods, manner, standards and processes by which any and all work will be performed;

c. The right to change existing, or introduce new equipment, operations, methods, processes, means or facilities as determined to be in the best interest of the University;

d. The right to schedule operations, including the right to change work schedules;

e. The right to implement permanent, temporary or seasonal layoffs and/or the right to implement work sharing schedules or work week reduction schedules as an attempt to avoid layoffs in the event that insufficient work is available to support the full work force;

f. The right to determine the nature, mix and extent of services, utilities and energy resources to be produced, utilized, contracted for and/or purchased by the University;

g. The right to determine and enforce work rules, standards of personal behavior on the job, qualitative and quantitative standards of performance and occupational health and safety standards;

h. The right to alter past work customs, traditions, and practices;

i. The right to subcontract any and all work when and as deemed necessary by the University;

j. The right to establish and enforce rules and procedures for discipline and discharge for just cause.

Furthermore, the exercise or non-exercise of rights hereby retained by the University shall not be deemed a waiver of any such right or
prevent the University from exercising such rights in any way in the future.

ARTICLE 6
PRODUCTIVITY

The Union recognizes and agrees that high standards of workmanship, efficiency, work quality and productivity are in the mutual best interests of both the University and the Union. To this end the Union shall cooperate with the University to promote improvement and sustain high levels of work quality and productivity.

The Union and the University agree to jointly support training and educational efforts on such topics as Diversity, Health and Safety, Workplace Violence and Workplace Ethics or any other topic designed to improve working conditions and the work environment.

The parties agree to meet quarterly to discuss and review issues of mutual interest such as an inclement weather emergency plan.

ARTICLE 7
NO STRIKE GUARANTEE

Under no circumstances shall the Union, its officials, its employees, its affiliates, or its members, directly or indirectly cause, instigate, permit, support, encourage or condone, nor shall any employee or employees, directly or indirectly, take part in any action against or any interference with the operations of the University such as a strike, work stoppage, sit-down, stay-in, slow-down, curtailment of work, restriction of production, or any picketing, patrolling or demonstrations at any location whatsoever during the term of this Agreement and as a continuing obligation.

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

In addition the Union shall within twenty-four (24) hours of any such action or interference, deliver the following notice to the University:

“To all employees of the University represented by Local 158S, International Union of Operating Engineers, AFL-CIO:
You are advised that the action against and interference with the operations of Cornell University which took place (date) is unauthorized by the Union and in violation of the collective bargaining Agreement. You are directed to cease this action and interference immediately.”

An authorized official of the Union shall sign the notice.

Nothing herein shall preclude the University from seeking legal or other redress of any individual who has caused damage to or loss of University property or from taking disciplinary action, including discharge, against any employee. Any such disciplinary action taken shall not be reviewable through the grievance and arbitration procedures, except for the fact question of whether the employee took part in any such action or interference.

ARTICLE 8
DISCIPLINE AND DISCHARGE

The University retains the right to: uniformly establish, maintain and amend work rules and rules governing the on-the-job conduct of its employees, enforce such rules and/or discharge employees for just cause.

Any employee aggrieved when the University exercises its rights outlined above, shall comply with such rule, order and/or discipline and shall, thereafter, pursue a grievance through the grievance procedure set forth in this Agreement.

In the event that the University determines that the appropriate discipline in a particular case is suspension without pay and/or discharge of an employee, then the University will provide written notice of such decision to the employee and Union Representative. Such notice shall be mailed to the union representative within forty-
eight (48) hours of the notice to the employee and shall outline the reasons for the disciplinary action. Discharge and suspension without pay decisions may be filed directly at Step II of the grievance procedure within five (5) working days from the date the employee received such written notification. The parties may mutually agree to waive the Step II proceeding and move the grievance immediately to Step III within the time limits specified in Step II.

Any written warning that is given to an employee shall be signed by the employee to acknowledge receipt. If the employee is unable to sign the statement, a Union Representative shall sign on behalf of the employee.

Upon settlement of any grievance which may provide for back-pay adjustment, whether settled by or before arbitration, such pay adjustment shall be retroactive to no earlier than the effective date of the discharge or suspension without pay and shall be reduced by any and all remuneration and/or unemployment insurance received elsewhere by the employee during such time.

Disciplinary warning letters shall be removed from an employee file if no similar infractions occur in the 18 months following the warning.

The University shall have the discretion to immediately discharge employees who commit serious offenses, without limiting the University’s right to determine other circumstances and/or offenses which would constitute just cause for immediate discharge. The following are listed by way of illustration and not limitation as offenses which would warrant immediate discharge:

a. Sleeping on duty.
b. Drinking alcoholic beverages and/or taking non-prescribed controlled substances during working hours.
c. Reporting to work under the influence of alcohol or non-prescribed controlled substances.
d. Engaging in or threatening physical violence to a supervisor or fellow employee.
e. Theft.
f. Insubordination.
g. Ringing another employee’s clock card.
h. Violation of safety rules which results in danger to the employee, other individuals and/or property.
ARTICLE 9
NON-DISCRIMINATION

The University and Union recognize their mutual obligations under the various affirmative action and equal employment opportunity statutes and regulations.

In accordance with these statutes and regulations, the University and the Union agree to apply this Agreement without discrimination in regard to race, color, religion, creed, national origin, sex or age, marital status, disability, sexual orientation, citizenship status, protected veteran status, except where sex or age is a bona fide occupational qualification.

The University and the Union will exercise their respective responsibility for nondiscrimination in employment rights for workers with disabilities, as mandated by the Americans with Disabilities Act as amended.

ARTICLE 10
SENIORITY

Plant seniority will be measured as his/her amount of cumulative service in either the Central Energy Plant or the Water Filtration Plant.

The Water Filtration Plant and the Central Energy Plant shall be considered as separate seniority units for the purpose of layoff, recall, promotion and vacation preference.

University seniority shall be defined as the length of continuous service from the date of last hire in the University and shall be utilized for such purposes as set forth elsewhere in this Agreement.

Seniority shall be continued during periods of short-term disability.

Loss of Seniority
An employee shall lose his seniority if the employee:

a. Resigns or quits.
b. Is discharged or terminated (unless reversed through the grievance or arbitration procedure).
c. Retires.
d. Does not return from layoff within three (3) working days after being notified, by US mail addressed to the employee at his/her last forwarding address filed with the Facilities Human Resources to return to work. An employee who moves must notify Facilities Human Resources of his/her change of address in writing within five (5) calendar days of such move.

e. Has been on layoff for a time equal to his/her unit seniority at the time of his layoff or twelve (12) months, whichever is less.

f. Is absent from work or fails to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying and receiving approval from the plant manager or designee.

g. Is transferred or promoted into another position within the University, except such an employee shall have the right to return to his/her former position (with no loss of seniority) for a period of thirty (30) calendar days, provided such employee has not been discharged from his/her position in that department for misconduct.

h. The employee fails to return to employment at Cornell within one year following the expiration of Short-Term Disability Leave.

i. An employee on a continuous absence from work due to a work-related injury or illness who fails to return to work within one year of a determination by a physician that the employee is permanently disabled or if the employee fails to return to work within thirty (30) months following a continuous absence due to work-related injury or illness.

Bargaining unit employees who are promoted to supervisory positions in the Water Filtration Plant or the Central Energy Plant shall be eligible to return to the bargaining unit within three (3) months from the date of promotion, provided such employee has not been discharged for misconduct.

**Probationary Employee**

An employee is a probationary employee for the first three (3) months of his regular full-time continuous employment. An employee will not begin to accrue seniority rights until after the probationary period is completed at which time seniority will be calculated from the employee’s original date of hire.
Probationary employees may be disciplined, laid off or terminated with or without cause and without regard to the grievance and arbitration procedures.

Layoff and Recall

In the event of layoffs, probationary employees shall be laid off first. If further layoffs are necessary, the last person hired in the particular classification shall be the first laid off, providing that the remaining employees are qualified to perform the remaining job responsibilities and work available. In the event of recall, employees shall be recalled in the reverse order of layoff.

Employees who would otherwise be laid off under this procedure may displace employees in other positions within the same plant, provided the employee to be displaced:
- has less seniority;
- is employed in the same salary grade, or lower;
- is employed in a position which the employee who is about to be laid off has held in the past or, in the University’s judgment, has the qualification to and can immediately perform the job without further training; and further,
- provided that the employee accepts the position at the rate of pay designated for that lower position.

Filling Job Vacancies

It is agreed that the job opening should be filled by the person most qualified to perform the work. The University will post job openings which may occur in the bargaining unit in each plant, throughout the University, and may also advertise outside the University to ensure that qualified individuals are made aware of such openings.

A “promotion” is defined as the transfer of an employee to a regular opening in a classification assigned to a higher pay grade within the seniority unit. A regular opening is one which is expected to continue indefinitely until discontinued by the University and shall not include any opening which is limited in duration, or occasioned by absences or other reasons for short duration job assignments.

It is the University’s intent to follow the practice of promotion from within. Whenever a promotional opportunity or the opportunity to transfer to the same or lower graded position exists, the University
will consider the qualifications and past job performance of applicants. If all factors are equal, unit seniority shall be considered first, then bargaining unit seniority shall be the determining factor.

Whenever employees are promoted they will be placed at the 1-5 year wage rate for that grade and remain at that rate until they have completed four (4) years of service in that position. Employees promoted one (1) grade shall move to the third (3rd) year in the 1 - 5 Range of the pay scale if the employee is at the 5+ rate in the grade from which they are being promoted.

Upon written request the university shall inform the union regarding the status of a position if it is not to be filled in a reasonable length of time.

Employees who are temporarily assigned for one day or more to a higher graded position shall be paid for those days in accordance with the promotion language above.

At the discretion of the university, employees shall be cross-trained to fill temporary vacancies of more than 3 months in duration. Such opportunities shall be posted internally prior to hiring.

After 31 days such employees shall pay agency fees to the union. The duration of such temporary appointments may be extended by mutual agreement. This does not apply to student hires.

Water Filter Plant Position Progression

The three (3) operator position descriptions are meant to be progressive. a. A new operator can be hired into either Junior Operator or Operator, depending on qualifications.

b. When the requirements of Operator are met by a Junior Operator, he/she will be promoted to Operator.

c. When the requirements of Sr. Mechanic WFP Technician & Operator are met by an Operator, he/she will be promoted to Sr. Mechanic WFP Technician & Operator.
ARTICLE 11
GRIEVANCE PROCEDURE

A grievance is defined as an alleged violation of this Agreement which violates the rights or privileges of an employee covered by this Agreement. An employee who wishes to pursue a grievance as set forth below should submit his/her complaint in writing, setting forth the facts upon which the grievance is based, the specific section(s) of this Agreement alleged to have been violated and remedy or correction requested.

Working days, for the purpose of processing a grievance, shall be defined as Monday through Friday, excluding all paid holidays.

The Union shall have the right to appoint a shop representative for each plant to handle employee grievances. The Union shall notify the University in writing of the appointment of the shop representatives.

Employees desirous of seeking counsel from the shop representative, or any shop representative desirous of investigating an alleged grievance during working hours must make prior arrangements for such discussion through their immediate supervisor before leaving their assigned duties. The immediate supervisor will allow reasonable time for such discussion of an alleged grievance, without loss of pay, at times when operational needs permit. When such time off is granted, the employees involved shall punch out on their clock cards until they return to work.

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

If the University should fail to observe the time limits in a specific step, the grievance may be appealed to the next step.

No employee shall be discriminated against or adversely treated for participating in a grievance proceeding.

Step I
An employee who wishes to pursue a grievance must submit a completed and signed grievance form to management within three
(3) working days from the date on which the cause of the complaint occurred or from the date the aggrieved employee had reason to know of its occurrence. Management will meet with the employee and/or shop representative within five (5) working days from the receipt of the grievance form, and will provide a response within five (5) working days from the date of the Step I meeting.

Step II
If the immediate supervisor’s answer does not resolve the grievance and the employee chooses to pursue the matter further, a written grievance may be appealed to the Director of Utilities or designee within five (5) working days from the Step I response, setting forth the facts upon which the grievance is based, the sections(s) of the Agreement alleged to have been violated and the remedy or corrections sought. The Director of Utilities or designee within ten (10) working days from the date the grievance is appealed shall meet and discuss the grievance with the employee and a Union representative. A reasonable attempt will be made to hear the grievance during normal day-time working hours, adjusting the time periods to hear the grievances for the employee’s schedule, as necessary. A written answer to the grievance shall be provided to the employee and the Union representative within five (5) working days after the date of the Step II meeting.

Step III
If the grievance is not resolved in Step II, the Union representative may appeal the grievance in writing to the Director of Workforce Policy and Labor Relations within five (5) consecutive working days of receipt of the Step 2 answer. The appeal shall include the reason for disagreement of the Step II response. The Director of Workforce Policy and Labor Relations or his/her representative will meet with the Union within ten (10) working days from the appeal to Step III and will provide the Union with a written answer on the appeal within ten (10) working days of this meeting.

Step IV
If the Union disagrees with the Step III answer, it may appeal the grievance to arbitration by notifying the Director of Workforce Policy and Labor Relations within ten (10) working days from its receipt of the Step III answer. Unless a mutual agreement by the parties is made to the contrary, only one grievance may be the subject of an appeal to arbitration.
If the grievance is appealed to arbitration, the moving party shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party shall have the right to reject one panel of arbitrators.

The Union shall first strike one name from the list; the University shall then strike one name, and so on in succession. The person whose name remains shall be the arbitrator.

When considering and rendering a decision on the grievance, the arbitrator shall have no right to add to, subtract from, nullify, ignore or modify any of the terms of this Agreement. The arbitrator shall render his/her decision within thirty (30) days from the close of the arbitration. The decision of the arbitrator shall be final and binding on all involved parties.

The costs of arbitration shall be borne equally by the University and Union. Each party will be responsible for the expenses of its witnesses and representatives, such as lost work time and travel expenses.

**ARTICLE 12**

**HOURS OF WORK/OVERTIME**

The University reserves the right to establish, schedule and/or alter shift operations, and all employees thereby affected shall be required to work such shifts. The University shall provide employees as much advance notice as practicable under existing circumstances but in no event shall such notice be less than seven (7) days of any major, long-term change in shift schedules it shall adopt. The University also reserves the right to change the pay day.

The work week means seven (7) consecutive days beginning 12:01 a.m. Thursday. A work day shall be defined as the 24 consecutive hour period beginning with an employee’s starting time on each work day. All paid absences and call-back pay shall be considered time worked for the purposes of computing overtime.

All employees are to be at the place designated by their supervisors, ready for work, at their starting time and remain at their work site and continue working until the end of their shift in the case of maintenance workers, or until relieved by the next shift worker in the case of shift personnel.
There shall be no pyramiding of overtime and/or premium pay.

In the event that an employee has to be called in to work outside of his regularly scheduled hours, he will be guaranteed a minimum of four (4) hours of pay. This will not apply to employees who are called in to begin work prior to the start of their next shift or held over at the end of a shift.

In the event that an employee is called at home outside of regular working hours, at the direction of management, to resolve equipment problems, such employee shall receive one (1) hour of pay.

Employees who work a non-rotating shift and work more than sixteen (16) consecutive hours shall receive one (1) hour of paid time off at the beginning of their next scheduled shift for each hour worked over sixteen (16). In the case of an emergency where the employee is needed to work, management may schedule this time off as convenient.

Training and Meetings

Management intends to hold an all-day (8 hour) session(s) for all operators to fulfill all required OSHA training. Attendance at this session is required for all employees.

Other operator or safety training sessions, staff meetings, etc. will be held during the day shift with reliefs covering whenever possible.

1) Payment of Travel Time for Required Training

Single Travel Day:

If an employee is required to travel to another location for mandatory training and return home in the same work day, the travel time to and from the other location will be paid as straight time. Any meal breaks taken during this time are unpaid. In the event employees travel in one vehicle, all employees will be paid straight time pay for the hours spent traveling. The time the employee is actually traveling will not be considered in overtime calculations and will be paid as straight time, unless total hours at the end of the pay week exceed 40.

Travel Away from Home including an Overnight Stay:

If an employee is required to travel to another location for mandatory training and is required to stay overnight, the employee will be paid
for the travel time to and from the other location. (Any hours spent at the mandatory training will be hours worked, this does not include meals, optional social or related activities to the training). The time the employee is actually traveling will not be considered in overtime calculations and will be paid as straight time, unless total hours at the end of the pay week exceed 40.

Travel Away from Home with Required Travel on a Non-Work Day:
If an employee is required to travel to another location for mandatory training on a non-regular work day, the employee will be paid straight time for the travel to and from the other location. (Any hours spent at the mandatory training will be hours worked, this does not include meals, optional social or related activities to the training). The time the employee is actually traveling will not be considered in overtime calculations and will be paid as straight time, unless total hours at the end of the pay week exceed 40.

2) Payment of Travel Time for Optional Training
Throughout the year, the management may encourage staff to attend off-site training events that are beneficial to the utility operations and/or an individual’s personal growth. Such events will be characterized as “optional,” and participation will be at the staff member’s discretion. Cornell Policy 6.7.13 will be used to determine travel time as time worked for all optional training. For these purposes, normal working hours will be considered 6am to 6pm, all days of the week.

Schedules
8-Hour Schedule:
A normal schedule of work for a full-time employee shall be eight (8) hours per day or night and forty (40) hours per week, excluding non-paid lunch periods. This section is a guide for normal hours per day and week and is not a guarantee of work for those periods.

Lunch periods shall be unpaid and the time and duration of the lunch period will be scheduled by the supervisors. Employees who are not given time off from work for lunch periods will be permitted to lunch during working hours provided such lunching does not interfere with work or the orderly and efficient operation of the University. In the event an employee is required to work twelve (12) consecutive hours, time for a meal will be permitted in the same manner allowed above for the lunch breaks.
Only time actually worked over eight (8) hours per day or night, or forty (40) hours per week shall be considered overtime and is to be paid for at the rate of one and one-half (1-1/2) times the employee’s regular rate of pay.

There is no weekend premium pay. Only hours worked beyond the normal eight (8) hour work day will be paid at one and one-half (1-1/2) times the employee’s regular rate of pay, regardless of the days the hours are worked.

10-Hour Schedule:
A four (4) day, 10-hour schedule option is available with Cornell management’s approval, subject to the following: That the schedule does not create undue hardships in maintenance or operations routines, unusual overtime expenditures, scheduling difficulties, reduced employee effectiveness, or any unforeseen problems. Cornell reserves the right to revert to other schedules and contract language at any time should management feel the current schedule is failing to meet the objectives of the preceding sentence. Cornell management shall determine which employees will be able to work this schedule based on the operational requirements. A normal schedule of work for a full-time employee shall be ten (10) hours per day or night.

12-Hour Schedule:
A twelve (12) hour shift schedule is available, subject to the following: That the schedule does not create undue hardship in locating relief personnel, unusual overtime expenditures, scheduling difficulties, or reduced employee effectiveness. Cornell reserves the right to revert to the other schedules and contract language at any time should management feel the current schedule is failing to meet the objectives of the proceeding sentence. A normal schedule of work for a full-time employee shall be twelve (12) hours per day or night.

Only time actually worked over twelve (12) hours per day or night, or forty (40) hours per week shall be considered overtime and is to be paid for at the rate of one and one-half (1-1/2) times the employee’s regular rate of pay.

It is the intent of management to limit the hours worked per shift to twelve (12) hours as much as possible. In the event of unscheduled absences, operators may occasionally work up to 14 hours to cover
these types of absences. Occasionally is defined as a total of no more
than 2 shift extensions per workweek. This may not occur for the same
person on successive shifts.

The maximum number of successive twelve (12) hour shifts worked
may not exceed 5.

The maximum number of successive days worked without 24 hours off
is 7. This assumes some shorter shifts are worked to provide coverage.

Any Operator working a twelve (12) hour schedule during his or
her regular thirtysix (36) hour work-week will be paid overtime
for hours worked over thirty-six (36) hours. This shall not apply to
relief operators except when a relief operator works two (2) or more
consecutive regularly scheduled work-weeks as an operator.

13.33-Hour Schedule:
A thirteen and one-third (13.33) hour shift schedule is available, subject
to the following: That the schedule does not create undue hardship in
locating relief personnel, unusual overtime expenditures, scheduling
difficulties, or reduced employee effectiveness. Cornell reserves the
right to revert to other schedules and contract language at any time
should management feel the current schedule is failing to meet the
objectives of the preceding sentence. A normal schedule of work for
a full-time employee shall be thirteen and one-third (13.33) hours per
day or night.

Only time actually worked over forty (40) hours per week shall be
considered overtime and is to be paid for at the rate of one and one-half
(1-1/2) times the employee’s regular rate of pay.

It is the intent of management to limit the hours worked per shift to
thirteen and one-third (13.33) hours as much as possible. In the event
of unscheduled absences, operators may occasionally work up to 17.33
hours to cover these types of absences. Occasionally is defined as a
total of no more than 2 shift extensions per workweek. This may not
occur for the same person on successive shifts.

The maximum number of successive 13.33-hour shifts worked may
not exceed 5. Operators working a 13.33-hour shift shall work no more
than 17.33 consecutive hours, unless emergency conditions exist.
The maximum number of successive days worked without 24 hours off is 7. This assumes some shorter shifts are worked to provide coverage.

Standby Coverage at the Water Filter Plant
1. During periods when the Water Filtration Plant is not producing water and is not staffed, personnel will be available to respond to call-ins. Examples of calls include, but are not limited to, low tank levels, low pressures and flood alarms.

2. Standby is scheduled and includes one hour availability prior to standby duty. The schedule and/or assignments may be modified as business needs change.
   1. The scheduled person is expected to be available for coverage if needed, including the hour prior to the beginning of the standby coverage.
   2. If a standby person is unable to cover the standby period, arrangements must be made to have an alternate standby person. Standby designee will work with or inform the Plant Manager about alternate standby coverage.
   3. The Plant Manager will contact the standby person if needed.
      a. If called in to work prior to 4 hours of the beginning of the regularly scheduled shift, 4 hours of OT will be given and either the regular shift shortened or additional OT granted to complete the shift. The employee will have the right to complete his/her regularly scheduled shift.
      b. If called in to work within 4 hours of the beginning of the regularly scheduled shift, either the regular shift will be shortened or OT will be granted to complete the shift. The employee will have the right to complete his/her regularly scheduled shift.
      c. If unable to respond when called, standby pay for the assignment will be forfeited.

Scheduling of Coverage for Unscheduled Absences at the CEP
The method of providing coverage for unscheduled absences is defined as follows:

1. The intent is for the operators who regularly work a rotating shift schedule to handle the majority of the unscheduled absences for their job classification.
2. In general, for night shifts and weekends, those who are off will split the absence. In some cases the available persons who can cover are two operators, and in others, those available are an operator and a relief operator.

3. If one or the other of the available persons in item 2 cannot cover the absence, then the remaining person will be offered the whole shift.

4. If neither of the available persons is available, then reliefs will be contacted.

5. Relief operators will cover unscheduled absences during weekday day shifts. If they are not available or if business needs dictate, operators will sometimes be used to fill these absences.

6. As a last resort, we will fill vacancies with others that are in a higher classification.

Scheduling of Coverage for Scheduled Absences at the CEP

The method of providing coverage for scheduled absences is defined as follows:

1. Staff will first be scheduled to avoid overtime. This means that in general, relief operators will cover scheduled vacancies.

2. Absences that require overtime will be worked according to the overtime balancing list and the work length limitations.

3. If a relief operator works a 12-hour shift or shifts and it results in completing a 40 hour work week part way through a normally scheduled maintenance shift, the relief operator may request to work the remainder of the day, or other overtime in the work week, to avoid the inconvenience of coming into work for a short day. It is management’s intention to accommodate these requests most of the time. It may be necessary to deny these requests for legitimate business needs should these change in the future. As is presently the case, management may require the relief operator to work the overtime if needed.
Relief Operators
Relief operators will be the same as the other operators and fall under these understandings for purposes of hours of work, overtime, and inconvenience pay. For instance, if a relief operator is covering for a 12-hour shift he will receive shift differential and overtime as if he were working the 12-hour shift. Relief operators have the option to work later in the workweek after working a weekend day to earn a maximum of 8 hours overtime per pay week.

ARTICLE 13
RELIEF WORK PAY

Operators designated as relief personnel shall be required to be available upon request for both scheduled and unscheduled relief of regularly assigned operators. If the Relief Operator is required to work as an Operator on a weekend, when he/she was not scheduled to work, he/she may work the remainder of his/her regular scheduled work-week or he/she may, with the permission of the supervisor, request to take compensatory time within the same work week as defined in Article XII. If a relief operator has received less than 48 hours’ notice, other than in an emergency situation, he/she has the option of overtime or compensatory time within the same work-week. When the Relief Operator is required, by emergency or schedule, to work a relief shift in the same work-day as his/her normal Monday to Friday schedule, he/she will be excused from his/her regular shift unless otherwise required by the supervisor. When the Relief Operator is required to work an emergency relief shift in the same work-day as his/her normal Monday to Friday schedule and does not work forty (40) hours in that same work-week he/she shall suffer no loss of accruals for that work-week.

Relief Operators scheduled to work on a weekend shift will have the right to work another day on his or her regular day shift not to exceed six (6) total days in a work-week. A work-day is defined as eight (8) hours.

Water Filtration Plant Relief Operators
This would add an understanding of how we would administer the contract as it applies to relief operators. For scheduled relief, relief operators would be the same as the plant operator and fall under these understandings for purposes of hours of work, overtime, and inconvenience pay. All other terms of sick leave accruals, vacation and
sick leave vacation accruals and use and holidays, etc. would be as defined in the general contract for all employees on the standard 8 hour schedule.

In the event a relief operator is called back after a scheduled day shift worked, to serve on an evening shift, the hours over 8 in a day would be subject to overtime payment. A day is defined, in this instance, as from midnight to midnight. (Therefore, a relief operator called back after a day shift to begin work at 7:00 p.m. for the evening shift, would receive five hours at overtime and then 7 hours the next day at straight time.) In the situation when the relief operator must return for the evening shift of that second day, and any consecutive subsequent days, the 12 hour straight time rules will apply.

ARTICLE 14
OVERTIME DISTRIBUTION

The University reserves the right to require employees to work overtime as may be necessary to meet the University’s operating requirements.

It is the intent of the University that every reasonable attempt shall be made to schedule overtime as equitably as practicable among employees of the same job classification at each plant. However, when overtime not scheduled in advance is required, it shall not be necessary to call in the low person on the “overtime balancing list”, rather employees already at work may be utilized.

It is the intent of the University to assign scheduled overtime to the employee with the least amount of accumulated hours within the job classification required by the University for the scheduled overtime work. However, the University may deviate from assigning the low person whenever such employees are within a twenty-five (25) hour spread. The University will review with the shop representative when employees have been scheduled to work overtime, if those employees scheduled, are not within twenty-five (25) accumulated overtime hours of the low employee within the same job classification.

Whenever possible the University shall post at each plant before 3:00 P.M. on Wednesday, the scheduled overtime for the following calendar week. Employees who wish to be excused from the scheduled overtime must make such request to their supervisor before the end of their Thursday shift. Any employee so excused shall be charged on the
“overtime balancing list” those hours the employee would have been paid for working the overtime. Any employee who has agreed to work and fails to work shall, in addition to any discipline enforced by the University for such offense, be charged on the “overtime balancing list” double the number of overtime hours he/she had been scheduled to work, except if the employee notifies the supervisor in advance of the scheduled overtime of his/her inability to work because of an emergency. He/she shall only be charged the hours he/she would otherwise have been paid for working the scheduled overtime.

When two (2) employees mutually agree, with prior supervisory approval, to exchange scheduled work hours, neither employee shall be credited with overtime hours which result from this arrangement.

The University shall post credited overtime hours on a bi-weekly basis in each plant referred to in this Agreement.

The balancing of overtime hours among employees whose overtime is balanced shall be from January 1 to December 31 of each year. On January 1, all employees within twenty-five (25) hours of the lowest employee credited with overtime hours within each classification shall have their overtime hours adjusted to zero. Employees within each classification who have been credited with over twenty-five (25) overtime hours more than the lowest employee within such classification shall have twenty-five (25) hours subtracted from their overtime total and be credited with the remaining total of overtime hours.
ARTICLE 15
WAGES

Central Energy Plant Employees Wage Schedule

<table>
<thead>
<tr>
<th>Grade</th>
<th>0-1 year</th>
<th>0-1 year</th>
<th>0-1 year</th>
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<tr>
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<td>40.07</td>
<td>41.18</td>
<td>42.41</td>
<td>43.68</td>
</tr>
</tbody>
</table>

For CEP only:

For training purposes, a Boiler Operator (Grade 5) assigned by their supervisor to temporarily work as a Sr. Plant Operator will be paid at the Grade 7 wage rate for all hours of the assignment.

Assistant Boiler Operators who are temporarily assigned for four hours or more to a higher graded position in the summer months shall be paid for those hours in accordance with the promotion language.

The parties agree that the University may temporarily assign an Assistant Boiler Operator Grade 2 to perform a variety of duties...
including those typically assigned to a Boiler Operator/Relief. This
will normally begin with the steam shut down near the end of May and
end in early September. It is the intent of the University to provide this
opportunity to all Assistant Boiler Operators. However, the University
will determine the actual duration and the number of employees
assigned to this temporary duty according to its business needs.

During the time he/she is assigned to this temporary duty, an Assistant
Boiler Operator Grade 2 shall be paid at a rate equal to a Grade 5 0-1
Year.

In the event there is insufficient work for all the Assistant Boiler
Operators to be temporarily assigned, every effort will be made to
distribute the time equitably assuming all employees have the skills
necessary to perform the temporary assignment.

Water Filter Plant Employees

<table>
<thead>
<tr>
<th>Water Filter Plant Employees Wage Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 5</td>
</tr>
<tr>
<td>0-1</td>
</tr>
<tr>
<td>26.08</td>
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<td>39.32</td>
</tr>
<tr>
<td>40.50</td>
</tr>
</tbody>
</table>

Standby pay for eligible Water Filter Plant employees shall be $3.00
per hour.
Adjustments for Years of Service for Central Energy Plant and Water Filter Plant Employees

All adjustments for years of service shall be effective on the first pay period after the employee’s anniversary date.

Employees formally assigned by management to a lead person role shall receive an additional five percent (5%) of base pay for the duration of the assignment.

ARTICLE 16
INCONVENIENCE PAY

All employees who are regularly scheduled to work during the hours outlined according to the chart below shall be eligible to receive inconvenience pay in addition to their regular straight time rates.

All Shifts

<table>
<thead>
<tr>
<th>Shift</th>
<th>Mon</th>
<th>Tues</th>
<th>Wed</th>
<th>Thurs</th>
<th>Fri</th>
<th>Sat</th>
<th>Sun</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 a.m.–6 p.m.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$1.30</td>
<td>$1.30</td>
</tr>
<tr>
<td>6 p.m.–6 a.m.</td>
<td>$1.30</td>
<td>$1.30</td>
<td>$1.30</td>
<td>$1.30</td>
<td>$1.30</td>
<td>$2.15</td>
<td>$2.15</td>
</tr>
</tbody>
</table>

ARTICLE 17
PAID VACATIONS

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

<table>
<thead>
<tr>
<th>Years of Service Completed</th>
<th>Vacation Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 5 years</td>
<td>2 weeks (80 hours)</td>
</tr>
<tr>
<td>6-9 years</td>
<td>3 weeks (120 hours)</td>
</tr>
<tr>
<td>10 years</td>
<td>3 weeks + 1 day/yr.</td>
</tr>
<tr>
<td>11 years</td>
<td>3 weeks + 2 days/yr</td>
</tr>
<tr>
<td>12 years</td>
<td>3 weeks + 3 days/yr</td>
</tr>
<tr>
<td>13 years</td>
<td>3 weeks + 4 days/yr</td>
</tr>
<tr>
<td>14 years</td>
<td>4 weeks (160 hours)</td>
</tr>
</tbody>
</table>

Vacations cannot be taken before they are earned. Employees may carry over any unused portion of their vacation into the next year, but vacations cannot be accrued beyond two times the employee’s
annual accrual rate up to a maximum of three hundred and twenty
(320) hours. Vacation-eligible staff may accrue in excess of their
maximum. On October 15, leave balances that exceed the maximum
will automatically be adjusted to the appropriate maximum.

Vacations are to be taken at a time mutually convenient to the
employee and the employee’s supervisor. The University reserves the
right to leave final vacation approval to the discretion of the supervisor,
however, every effort will be made to honor the employee’s requested
vacation time.

In the event that more employees than it is practicable to release request
the same vacation period, final vacation authorization classification
shall be based on seniority for requests made prior to March 15 each
year and thereafter on a first come, first serve basis as determined by
the date of the employee’s written vacation request.

Employees requesting more than two (2) weeks’ vacation shall notify
their supervisor in writing at least four (4) weeks in advance of the
desired vacation time.

If a staff member is on a paid family or medical leave (including
through the use of accruals), vacation and sick leave accruals will
stop on the first day of the leave after any applicable waiting period
is satisfied. Accruals will begin again once the staff member returns to
active service. Vacation time will not accrue during an approved leave
of the absence without pay or layoff.

An employee’s vacation pay shall be at his/her regular rate. Vacation
time shall be paid in a lump sum upon retirement.

If a University designated holiday falls within an employee’s vacation,
he will be paid his base rate for the holiday and will not be charged
for the vacation. When an employee terminates or retires, he shall be
paid for any unused vacation but will not be paid for the University
designated holidays which may fall within the terminal vacation period.

Except as otherwise set forth in this Agreement, vacation time may not
be substituted for sick leave.
Employees may request one week up to 40 hours of unpaid vacation per year to be taken in one continuous block of time subject to management approval.

When an employee takes a day of vacation the number of hours used will be equal to the number of hours that employee was scheduled to work that day.

Cornell’s intent in this schedule would be to urge vacation to be taken on day shift to minimize scheduling problems, inconvenience difficulties and to minimize unnecessary overtime for replacements.

**ARTICLE 18**

**PAID HOLIDAYS**

The University agrees that regular, full-time workers employed under this Agreement are entitled to the following paid holidays, as celebrated by the University:

- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day, and the day after
- Winter holiday period

**Pay for Holidays Not Worked**

Regular full time employees who are not scheduled to work on a holiday will be paid for holidays at their base rate of pay times 8 hours. Should the employee anticipate not accruing 40 hours during a week that includes a holiday, the employee may elect to not be paid for the full 40 hours, use vacation time, compensatory time, personal time, or may work extra hours in the same work week (at straight time rate) at the discretion of management to ensure 40 hours of pay. In the case where a holiday falls on a regularly scheduled work day and the employee is not required to work, the employee’s schedule will be modified so that overtime will not occur.

**Pay for Holidays Worked**

Employees who are required to work on a University holiday will receive pay at time and one-half their base rate of pay (premium pay)
plus shift differential, if applicable, for hours actually worked on that holiday plus holiday pay at the employee’s base rate for that day for hours actually worked on that holiday.

The pay received for working on the holiday and holiday premium pay is not to be considered for the purposes of calculating overtime. The hours actually worked on the holiday are the only hours to be considered for overtime purposes.

Compensatory Time for Holidays Worked
An employee wishing to use compensatory time off in lieu of the holiday pay received for working on the holiday shall submit a written request covering the pay period of the holiday. Request for compensatory time may be granted or denied at the discretion of the supervisor in keeping with operational needs. Compensatory time off for the holiday pay shall be equal to up to hours actually worked on that holiday.

Compensatory Time for Holidays on Regularly Scheduled Days Off
Employees shall be paid for 8 hours for each holiday or may take compensatory time up to eight (8) hours for holidays that fall on their regularly scheduled days off.

Compensatory Time Usage and Payments
Such compensatory time must be taken by June 30 in the year in which it accrues and must be requested by the employee in writing at least one week in advance of the desired usage. Compensatory time which is not requested or authorized to be used within the above period shall be paid at the employee’s base rate of pay.

Eligibility
Employees are eligible for holiday pay provided employees work their scheduled work shift immediately preceding and succeeding the holiday. Failure to work scheduled work shifts before and after the holiday and failure to work on the holiday when scheduled to do so, shall be excused where due to, but not limited to, bona fide illness, death in the immediate family or other justifiable reasons acceptable to the employer such as when an employee is on workers’ compensation or disability.
In the event that December 25th, January 1st and/or July 4th fall on a weekend day and the University decides to pay non-exempt non-bargaining unit staff time and one-half for all hours actually worked on those days, employees covered by this agreement will be included. In the event the University decides to pay non-exempt non-bargaining unit staff who are regularly required to work weekends during the winter holiday period premium pay for all hours worked on Saturday and/or Sunday, employees covered by this agreement will be included, in accordance with university policy or procedures for such payment.

ARTICLE 19
SICK LEAVE

Sick Leave
Cornell University agrees to provide sick leave to the employees covered under this Agreement in the event that a bona fide employee illness necessitates that the employee be absent from work.

It is not the intent of this clause to provide a leave of absence for any reason other than employee illness. Abuse of sick leave shall result in the employee being subject to disciplinary action including termination.

Sick leave accrual is based on the number of standard straight time hours paid an employee during a pay period times a factor of .04615. Sick leave accrual begins immediately upon employment. Sick leave may accrue to the maximum of 720 hours (i.e., 90, 8 hour days). Sick leave may not be taken before it is accrued.

Each sick leave absence will be debited on the basis of hours absent from the scheduled shift, to a maximum of the length of the employee’s scheduled shift.

If a staff member is on a paid family or medical leave (including through the use of accruals), vacation and sick leave accruals will stop on the first day of the leave after any applicable waiting period is satisfied. Accruals will begin again once the staff member returns to active service. Employees shall call in to the plant at least one (1) hour before the start of their scheduled shift, so as to inform the supervisor of their illness. In the event that the supervisor is not at the plant, the employee will leave word where he/she may be reached if different
from the number that is available. Whenever possible employees shall
call in to the plant at least four (4) hours before the start of their shift in
order to inform supervision.

Employees will be required to submit written documentation of their
illness, signed by their personal physician, for any sick leave which
extends beyond five (5) working days (maximum of 40 hours).
Documentation for any sick leave absence may be required by the
employee’s supervisor, where there is evidence that the employee is
abusing his/her sick leave privilege.

Employees returning to work may be required to have a physical
examination by the University physician.

Disability Pay Out – An employee on disability will revert to an 8 hour,
5 day per week pay schedule for the duration of the disability and may
use sick leave and vacation benefits to supplement disability payments
at the rate of 4 hours per day.

Health Care Leave
Up to a maximum of 24 hours of accumulated sick leave may be taken
within each contract year in the event that an employee’s full attention
is necessary to care for a member of the immediate family, a dependent,
or a member of the immediate household. Regular part-time employees
may take the prorated equivalent. Health care leave that is not used by
the end of the contract year will remain as unused sick leave.

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

Supervisors may require verification of the health care or emergency
causing an employee to request use of this leave time.

Personal Leave
Up to a maximum of 24 hours of accrued sick leave may be taken for
personal business reasons or emergencies within each contract year.
Employee with twenty (20) or more years of service may take up to
forty (40) hours of personal leave. Personal leave that is not used by the end of the contract year will remain as unused sick leave.

When personal leave is used for an emergency, the employee must notify his/her supervisor as soon as possible. Personal leave for purposes other than an emergency must be approved by the employee’s supervisor in advance. Such uses shall be limited to the need to conduct business that must be scheduled during normal working hours.

Supervisors may require verification of the personal business or emergency causing the employee to request or use personal leave.

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

ARTICLE 20
OTHER BENEFITS

The University and Union agree that, during the term of this Agreement, the University will automatically extend to employees covered by the Agreement any adjustments or any new benefits made by the University in the benefit programs listed below which it might make for University employees not covered by a collective bargaining Agreement. In the event of such changes, the University will notify the Union of such changes prior to their implementation.

The following benefits will be extended to all University employees and shall include any adjustments made during the term of the Agreement:

- Group Life Insurance
- Accidental Death and Dismemberment
- Cornell University Retirement Plan
- Cornell University Tax Deferred Annuity Plan
- Cornell Children’s Tuition Scholarship
- Cornell Short-Term Disability Plan
- Cornell Long-Term Disability Plan
- Cornell Worker’s Compensation Plan
- Cornell Health Care Plan
ARTICLE 21
INCLEMENT WEATHER

The operations of the Water Filtration Plant and Central Energy Plant are continuous and do not cease regardless of weather conditions. From time to time the University Administration or designee may make announcements concerning the effect of weather conditions on the Department. Employees are expected to report to work as scheduled unless they have been notified to the contrary in advance by their supervisor.

Should conditions exist that cause the University Administration to announce that the University is closed, employees should report as scheduled. Employees who work during the closure will receive time and one-half (1-1/2) their regular rate of pay; those employees unable to report as scheduled will receive their regular pay. Those employees on approved scheduled vacation or sick leave will be charged vacation or sick leave time regardless of the weather conditions or a University closing.

When the University remains open, employees unable to reach work due to inclement weather conditions must notify their supervisor as early as possible after determining they will not be able to report as scheduled. Employees unable to report, who have notified their supervisors, may elect to be paid, other than sick leave and family health care, from accrued paid leave or be excused without pay.
Employees required to work overtime in place of employees unable to reach work, under conditions when the University is officially closed, will not be charged for these hours of overtime accumulation for purposes of overtime distribution.

**ARTICLE 22**
**LEAVES WITHOUT PAY**

Regular full-time employees with at least one year continuous service may take a leave without pay upon the prior written approval of the Director of Utilities and the Facilities Human Resources.

Leaves of absence are normally granted for periods of one (1), two (2), or three (3) months. Leaves may be renewed for three (3) month extensions, but in no case will a leave be granted for a total period greater than twelve (12) months.

Employees who request a leave of absence and subsequently begin employment elsewhere shall be terminated from their University employment.

An employee returning from a leave of absence may be required to furnish a physician’s statement attesting to the employee’s fitness to return to work and satisfactorily function in his job.

Leaves of absence, except military leaves, will be granted with the understanding that the employee will have first consideration for employment when the employee is ready to return to work. There is no assurance, however, that the employee will be reinstated in an employee’s former position unless a specific written arrangement has been made with the department at the time the leave is granted.

**ARTICLE 23**
**MILITARY TRAINING LEAVE**

Employees who are members of the National Guard or U.S. Military Reserve Units will be granted leave with pay for training periods of more than seven (7) days but less than thirty (30) calendar days in duration once a year. Vacation or personal leave may be used for any
military training in excess of thirty (30) days subject to the approval of their supervisor and the Director of Utilities.

Employees shall provide written documentation at least two (2) weeks in advance of the scheduled training, specifying the reason and duration of the military leave. Employees scheduled to work on weekends shall be rescheduled if 2 weeks advanced notice is given for such request. Employees on military leave will be paid on the basis of a standard five (5) day, 40 hour work week.

ARTICLE 24
VOTING TIME

Employees will be allowed time off to vote up to a maximum of two (2) hours without loss of pay. These two (2) hours will be granted only if there are not four (4) consecutive hours either before or after the employee’s shift in which voting locations will be open.

Authorization to take voting time off shall be granted by the employee’s supervisor.

ARTICLE 25
JURY DUTY

Employees who are unable to work a full shift as scheduled because they are subpoenaed to serve as jurors shall suffer no loss of regular pay. Employees who serve as jurors or are subpoenaed to serve as witnesses on days on which they would otherwise be scheduled for work shall be paid their regular straight time hourly rate for the duration of their regularly scheduled shift (8, 10, or 12 or 13.33 hours.)

To be eligible for employer’s payments, the employee must present a statement from an officer of the court indicating the date and time served.

When the employee provides the University with at least one (1) week advance notice the subpoenaed employee shall be scheduled for the day shift during the period which the employee is subpoenaed. The University reserves the right to adjust work schedules to accommodate plant operations.
Employees released from jury duty on or before 12:00 noon are expected to return to work as promptly as possible but in no case more than two (2) hours after their release from court.

ARTICLE 26
SAFETY EQUIPMENT

Failure of an employee to wear safety shoes or any other required safety apparel or devices shall be handled in accordance with the Discipline and Discharge Article.

Employees shall be eligible once each contract year to receive, upon proof of purchase an amount equal to the purchase of one pair of safety shoes or boots up to a maximum cost of $200 for the life of the agreement.

In keeping with the practice of the other plants, Water Filtration Plant operators will be provided uniforms.

ARTICLE 27
FUNERAL LEAVE

Regular full-time employees shall receive a maximum of three (3) days (maximum 24 hours) leave with pay to attend the funeral when a death occurs in the employee’s immediate family, which shall include only the following: spouse, father, mother, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild. Children shall include biological, adopted, step or foster in the same household.

The employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death through the day after the funeral, but not more than a total of three (3) days (maximum 24 hours). Three days paid leave for employees shall be interpreted as up to three calendar days with a maximum of twenty-four (24) hours on an eight (8) hour per day basis. An employee may elect to fill out the balance of the normal three-day schedule as vacation or personal leave if desired.
Employees shall notify their supervisors prior to taking time off and will receive their regular pay for those days that they were actually scheduled to work.

In the event of the death of an employee’s spouse or children an employee may be allowed additional days as needed. Pay for these additional days shall be charged against accrued paid leave.

For the funeral of other relatives, fellow employee in the immediate work unit (including spouse and child of the fellow employee), or services as a pall bearer, an employee may be released from work with pay for a maximum of one-half (1/2) day for a local funeral, and one (1) day when the employee would have to drive twenty-five (25) miles or more from the university to attend the funeral.

**ARTICLE 28**

**VOLUNTEER FIREFIGHTERS**

The operations of the Central Energy Plant and Water Filtration Plants are vital life support services to the University. Under no circumstances are employees covered by this Agreement to leave their plant to fight a fire during their scheduled shift without the prior approval of their supervisor. All personnel are expected to arrive, ready to work, as scheduled, unless the absence is approved in advance by their supervisor. An employee at the scene of an active fire at the start of the employee’s shift will make all reasonable attempts to notify the supervisor. Employees who are permitted time off for volunteer firefighting will have the time charged against accrued vacation, or taken at no pay. With the approval of the supervisor, volunteers may switch shifts with other operations personnel. The overtime reimbursement rules for shift switching will apply.

**ARTICLE 29**

**TRANSPORTATION ALLOWANCE**

Employees who regularly use their private vehicles for service calls shall be reimbursed $116.21 per pay period for the life of the agreement.
Employees who are absent more than 5 consecutive working days will not be paid the car allowance for the period of absence. The university reserves the right to develop and implement alternate means of transportation.

**ARTICLE 30**
**PLANT CLOSINGS**
In the event the University closes down a plant covered by this Agreement, the University will provide as much notice as possible to the layoffs that will result, but in no event will such advance notice be less than two (2) months. When such minimum notice before layoffs is not possible, the employees to be laid off will, in lieu of such notice, receive pay equal to what he/she would have received had notice been possible.

**ARTICLE 31**
**SEPARABILITY**
If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

**ARTICLE 32**
**RECLASSIFICATION**
When an employee or group of employees, request a job reclassification review, the employee(s) shall provide in writing the reason for the review to the department. The Union may assist the employee(s) in any stage of this process. The department shall review such request and develop in conjunction with the employee(s) a revised job description if appropriate. Reasonable effort will be made to complete this process within sixty (60) days. The department shall forward the request to Facilities Human Resources within two (2) weeks of the completion of the job description. Facilities Human Resources will conduct a fair and objective review. Employee(s) input shall be sought when
appropriate. The employee(s) shall be notified of the results of the
review within six (6) months from the initial request.

For positions which are reclassified, the employees’ pay shall be
retroactive to the beginning of the pay period following receipt of
the request by Facilities Human Resources and in no event more than
sixty (60) days after the department’s receipt of the employee’s written
request.

If the employee(s) wishes to appeal the results of the decision the
employee(s) may forward an appeal of such decision with written
justification through his or her department to Division of Human
Resources. Such appeal shall be processed in accordance with the
established Compensation appeals procedure. It is understood that
when an existing job is reclassified, the employee(s) holding that
position shall remain in that revised position. Reviews may not be
requested more than once a year unless job duties or responsibilities
have changed. The decision at Step III is final subject only to the
Union’s right to submit the requested reclassification to federal
mediation before the Federal Mediation and Conciliation Service.
The decision/recommendations of the Federal Mediator shall not be
binding on either party.

ARTICLE 33
DURATION OF AGREEMENT

The Agreement shall become effective on March 15, 2019 and shall
remain in full force and effect until midnight, March 14, 2024.

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.
ARTICLE 34
AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 14th day of March, 2019.

Cornell University:

[Signature]
Laurie M. Johnston

International Union of Operating Engineers:

[Signature]
Andrew Springer
<table>
<thead>
<tr>
<th>TITLE</th>
<th>GRADE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEP Senior Plant Operator</td>
<td>8</td>
</tr>
<tr>
<td>CEP Senior Plant Relief Operator</td>
<td>8</td>
</tr>
<tr>
<td>Sr. I&amp;C Environmental Technician</td>
<td>8</td>
</tr>
<tr>
<td>WFP Lead Sr. Mechanic Tech and Operator</td>
<td>8</td>
</tr>
<tr>
<td>WFP Sr. Mechanic Tech and Relief Operator</td>
<td>8</td>
</tr>
<tr>
<td>Sr. Mechanic General or PM Mechanic</td>
<td>7</td>
</tr>
<tr>
<td>Sr. Mechanic Welder</td>
<td>7</td>
</tr>
<tr>
<td>Sr. Mechanic WFP Technician &amp; Operator</td>
<td>7</td>
</tr>
<tr>
<td>Sr. I&amp;C Technician</td>
<td>7</td>
</tr>
<tr>
<td>Sr. CEP WTP Operator</td>
<td>7</td>
</tr>
<tr>
<td>WFP Plant Operator</td>
<td>6</td>
</tr>
<tr>
<td>Jr. WFP Plant Operator, 1 yr. limit pending license</td>
<td>5</td>
</tr>
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<td>WTP Operator</td>
<td>5</td>
</tr>
<tr>
<td>General or PM Mechanic</td>
<td>5</td>
</tr>
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<td>5</td>
</tr>
<tr>
<td>I&amp;C Mechanic</td>
<td>5</td>
</tr>
<tr>
<td>Boiler Operator/WTP Technician</td>
<td>5</td>
</tr>
<tr>
<td>Boiler Operator/WTP Technician Relief</td>
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</tr>
<tr>
<td>Boiler Operator/WTP Technician Trainee</td>
<td>3</td>
</tr>
</tbody>
</table>

CEP = Central Energy Plant
WFP= Water Filtration Plant
WTP= CEP Water Treatment Plant
SIDE LETTER

FURTHER DISCUSSIONS ON IUOE TRAINING FUND

The parties agree to engage in future discussions on the IUOE Training Fund. The IUOE will assist the University in obtaining additional information on the training program, including but not limited to, curricula, application, selection and approval process and identifying other employers who have sent employees to the Training Center in Texas.
<table>
<thead>
<tr>
<th>Title</th>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement</td>
<td>34</td>
<td>39</td>
</tr>
<tr>
<td>Discipline and Discharge</td>
<td>8</td>
<td>5-6</td>
</tr>
<tr>
<td>Duration of Agreement</td>
<td>33</td>
<td>38</td>
</tr>
<tr>
<td>Funeral Leave</td>
<td>27</td>
<td>35-36</td>
</tr>
<tr>
<td>Grievance Procedure</td>
<td>11</td>
<td>11-13</td>
</tr>
<tr>
<td>Hours of Work/Overtime</td>
<td>12</td>
<td>13-20</td>
</tr>
<tr>
<td>Inclement Weather</td>
<td>21</td>
<td>32-33</td>
</tr>
<tr>
<td>Inconvenience Pay</td>
<td>16</td>
<td>25</td>
</tr>
<tr>
<td>Jury Duty</td>
<td>25</td>
<td>38</td>
</tr>
<tr>
<td>Leaves Without Pay</td>
<td>22</td>
<td>33</td>
</tr>
<tr>
<td>Management Rights</td>
<td>5</td>
<td>3-4</td>
</tr>
<tr>
<td>Military Training Leave</td>
<td>23</td>
<td>33-34</td>
</tr>
<tr>
<td>Non-Discrimination</td>
<td>9</td>
<td>7</td>
</tr>
<tr>
<td>No-Strike Guarantee</td>
<td>7</td>
<td>4-5</td>
</tr>
<tr>
<td>Other Benefits</td>
<td>20</td>
<td>31-32</td>
</tr>
<tr>
<td>Overtime Distribution</td>
<td>14</td>
<td>21-22</td>
</tr>
<tr>
<td>Paid Holidays</td>
<td>18</td>
<td>27-29</td>
</tr>
<tr>
<td>Paid Vacations</td>
<td>17</td>
<td>25-27</td>
</tr>
<tr>
<td>Plant Closings</td>
<td>30</td>
<td>36-37</td>
</tr>
<tr>
<td>Productivity</td>
<td>6</td>
<td>4</td>
</tr>
<tr>
<td>Purpose and Intent</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Reclassification</td>
<td>32</td>
<td>37-38</td>
</tr>
<tr>
<td>Relief Work Pay</td>
<td>13</td>
<td>20-21</td>
</tr>
<tr>
<td>Safety Equipment</td>
<td>26</td>
<td>35</td>
</tr>
<tr>
<td>Schedule A</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>Seniority</td>
<td>10</td>
<td>7-10</td>
</tr>
<tr>
<td>Separability</td>
<td>31</td>
<td>36-37</td>
</tr>
<tr>
<td>Sick Leave</td>
<td>19</td>
<td>29-31</td>
</tr>
<tr>
<td>Side Letter</td>
<td>41</td>
<td></td>
</tr>
<tr>
<td>Transportation Allowance</td>
<td>29</td>
<td>36-37</td>
</tr>
<tr>
<td>Union Dues, Initiation Fees and Service Charges</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Union Recognition</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Union Security</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Volunteer Firefighters</td>
<td>28</td>
<td>36</td>
</tr>
<tr>
<td>Voting Time</td>
<td>24</td>
<td>34</td>
</tr>
<tr>
<td>Wages</td>
<td>15</td>
<td>23-25</td>
</tr>
</tbody>
</table>