



**AGREEMENT BETWEEN**

**CORNELL UNIVERSITY**

**AND**

**INTERNATIONAL SECURITY, POLICE, AND  
FIRE PROFESSIONALS OF AMERICA LOCAL  
502**

**OCTOBER 1, 2018—SEPTEMBER 30, 2021**



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1 **PURPOSE AND INTENT**

2  
3 This agreement is between Cornell University, hereinafter referred  
4 to as the University, and the International Security, Police and  
5 Fire Professionals of America (SPFPA) Union, and its Local 502,  
6 hereinafter referred to as the Union. It is agreed by the University and  
7 the Union that the purpose of this agreement is to promote harmonious  
8 labor relations between the University and the Union; assure efficient,  
9 economical and uninterrupted operations; establish fair wages, hours  
10 and working conditions of employment; to establish equitable and  
11 peaceful procedures for the resolution of differences and to set forth  
12 the entire agreement between the University, the Union and employees  
13 in the Transportation Services Department.

14  
15 It is recognized by the agreement to be the duty and obligation of the  
16 University and of the Union to cooperate fully for the advancement of  
17 said purposes and conditions.

18 **ARTICLE 1**  
19 **RECOGNITION**

20  
21  
22 The University recognizes the International Security, Police and Fire  
23 Professionals of America (SPFPA) Union, and its Local 502, as the  
24 exclusive bargaining representative for the purpose of collective  
25 bargaining with respect to salaries, wages, hours and all other terms  
26 and conditions of employment of all employees in the bargaining  
27 unit as certified by the National Labor Relations Board, Case # 3 -RC  
28 -11447, dated July 29, 2004.

29  
30 The unit shall consist of all regular full-time and regular part-time\*  
31 Transportation Services Representatives (TSRs) at employee level 1,  
32 2 and 3 working at the main campus of Cornell University in Ithaca,  
33 New York; excluding all office, clerical, professional and technical  
34 employees, students and other temporary employees and all other  
35 employees.

36  
37 \*Regular full-time employees shall be those defined as scheduled to  
38 work a minimum of thirty-five (35) hours per week. Regular part-time  
39 employees shall be defined as scheduled to work a minimum of twenty  
40 (20) hours but less than thirty-five (35) hours per week.

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**ARTICLE 2**  
**TERMS OF AGREEMENT**

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

For purposes of negotiating a successor agreement, the University  
shall reimburse up to five (5) employees, designated by the National  
Union, for all negotiating sessions as a result of lost work time during  
negotiations with the University. This payment will be to all the  
employees, but will not exceed a total of forty-five (45) hours per  
employee.

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**ARTICLE 3**  
**UNION SECURITY AND MEMBERSHIP**

36 Any employee who is not a member of the Union at the time this  
37 Agreement becomes effective shall become a member of the Union  
38 within ten (10) days after the thirtieth (30) day following the effective  
39 date of this Agreement or within ten (10) days following employment,  
40 whichever is later, as a condition of continued employment, and shall  
41 remain a member of the Union, to the extent of paying an initiation fee

1 and membership dues uniformly required as a condition of acquiring or  
2 retaining membership in the Union, for the duration of this Agreement.  
3  
4 Employees meet the requirement of being members of the Union,  
5 within the meaning of this Article, by tendering the periodic dues  
6 and initiation fees uniformly required as a condition of acquiring or  
7 retaining membership in the Union or, in the alternative, by tendering to  
8 the Union financial core fees and dues, as defined by the U.S. Supreme  
9 Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963)  
10 and *Beck v. Communication Workers of America* 487 U.S. 735 (1988).  
11  
12 The University will deduct from wages of any employee covered by this  
13 Agreement said employee's dues and initiation fees as a member of the  
14 Union upon receiving the employee's individual written authorization  
15 for the University to make such deductions signed by the employee.  
16 Authorization forms are to be provided by the Union. The University  
17 will pay to the proper officers of the Union the wages withheld for  
18 such dues and initiation fees. The remittances shall be accompanied  
19 by a list showing individual names, social security numbers, dates  
20 hired, and amounts deducted. The University shall make its best  
21 efforts to mail the total remittance to the proper officers of the Union  
22 not later than five (5) days after the date of the deduction. The Union  
23 shall advise the University of the amount of initiation fees and dues  
24 to be deducted. Payment for membership dues shall not be required  
25 as a condition of employment during leaves of absence without pay  
26 in excess of thirty (30) days. The University will notify the Union of  
27 newly hired employees covered by the Agreement, including the name,  
28 social security number, address, job classification and hire date of such  
29 employee on a monthly basis.  
30  
31 In the event the Union requests the discharge of an employee for failure  
32 to comply with the provisions of the Article, it shall serve written  
33 notice on the Employer requesting that the employee be discharged  
34 effective no sooner than two (2) weeks after the date of that notice.  
35 The notice shall contain the reason for discharge. In the event the  
36 Union subsequently determines that the employee has remedied the  
37 default prior to the discharge date, the Union will notify the Employer  
38 and the employee, and the Employer will not be required to discharge  
39 that employee.

1 Anything herein to the contrary notwithstanding an employee shall not  
2 be required to pay money to the Union or become a member of, or  
3 continue membership in, the Union as a condition of employment, if  
4 employed in any state, in any location other than an enclave wherein  
5 exclusive federal jurisdiction applies, which prohibits or otherwise  
6 makes unlawful payment to a labor organization or membership in a  
7 labor organization as a condition of employment.

8  
9 The Union agrees to indemnify and save the University harmless  
10 against any claim, suits, judgments, or liabilities of any sort whatsoever  
11 arising out of the University's compliance with the provisions of this  
12 article.

13  
14 **ARTICLE 4**  
15 **MANAGEMENTS RIGHTS**

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

- 23  
24 1. determine the mission, purposes, objectives, policies, and  
25 programs of the institution;  
26  
27 2. determine the facilities, methods, standards, and means of  
28 operation, and number and qualifications of personnel required  
29 for the conduct of its program;  
30  
31 3. determine and/or alter work schedules, hours of employment, and  
32 the duties, responsibilities and assignments of employees with  
33 respect hereto;  
34  
35 4. recruit, hire, approve, train, retain, evaluate, transfer, promote,  
36 demote, layoff and recall employees;  
37  
38 5. determine or change job content, classify or reclassify positions  
39 and allocate or reallocate new or existing positions;



- 1 6. discipline or discharge employees in accordance with the  
2 provisions of this Agreement and rules and regulations  
3 promulgated hereunder;  
4
- 5 7. promulgate, modify and enforce rules and regulations and  
6 qualitative and quantitative standards of performance;  
7
- 8 8. although the University retains the right to subcontract unit work,  
9 the University agrees that it will make reasonable effort to avoid  
10 employee layoffs where sub-contracting may eliminate unit jobs;  
11 and,  
12
- 13 9. change existing, or introduce new equipment, operations,  
14 methods, processes, means or facilities as determined to be in the  
15 best interest of the University.  
16
- 17 Nothing contained herein shall constitute a waiver of the right of the  
18 University to exercise other normal functions of management not  
19 enumerated above. Furthermore, the exercise or non-exercise of rights  
20 hereby retained by the University shall not be deemed a waiver of any  
21 such right or prevent the University from exercising such rights in any  
22 way in the future.  
23

24 **ARTICLE 5**  
25 **NO STRIKE GUARANTEE**

26 Under no circumstances shall the Union, its officials, its employees, its  
27 affiliates, or its members, directly or indirectly cause, instigate, permit,  
28 support, encourage or condone, nor shall any employee or employees,  
29 directly or indirectly, take part in any action against or interference  
30 with the operations of the University such as a strike, work stoppage,  
31 sit-down, stay-in, slow-down, curtailment of work, restriction of  
32 production, or any picketing, patrolling or demonstrations at any  
33 location whatsoever during the term of this Agreement.  
34

35 In the event of any such action or interference, and on notice from the  
36 University, the Union without any delay shall take whatever affirmative  
37 action is necessary to prevent and bring about the termination of such  
38 action or interference. Such affirmative action shall include immediate  
39 disavowal and refusal to recognize any such action or interference and

1 the Union immediately shall instruct any and all employees to cease  
2 their misconduct and inform them that their misconduct is a violation  
3 of the Agreement subjecting them to disciplinary action, including  
4 discharge.

5  
6 Nothing herein shall preclude the University from seeking legal or  
7 other redress of any individual who has caused damage to or loss  
8 of University property or from taking disciplinary action, including  
9 discharge, against any employee. Any such disciplinary action  
10 taken shall not be reviewable through the grievance and arbitration  
11 procedures, except for the fact question of whether the employee took  
12 part in any such action or interference.

13 The University agrees that it will not lock out its employees during the  
14 term of this Agreement.

15

16

## ARTICLE 6

### 17 GRIEVANCE PROCEDURE AND ARBITRATION

18

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

24

25 The parties agree to encourage discussions between employees and  
26 supervisors prior to implementing the official steps as outlined in this  
27 Article.

28

29 The parties agree that legal counsel shall not attend grievance hearings  
30 through Step Three of the formal process.

31

32 When employees are required to attend a grievance hearing as a  
33 grievant, University witness, or Union representative, they will only  
34 be paid for the time spent in attending grievance hearings when such  
35 time coincides with their regularly scheduled working hours. When  
36 a grievance is filed by more than one employee, the grievance will  
37 identify one of those employees who shall represent the class of  
38 grievants at each step of the grievance procedure. Neither party shall  
39 be responsible for the expense of witnesses called by the other party,  
40 including lost work time.

1 Without a compelling reason for absence, a grievance will be dismissed  
2 when the grievant fails to be present at any one of the hearings of the  
3 steps of the grievance procedure.

4  
5 “Working day” within the meaning of this Article is defined as Monday  
6 through Friday, excluding all paid holidays. Whenever the University  
7 fails to meet the time limits required in this Article, the grievance at  
8 issue may be appealed to the next step. Whenever the Union or grievant  
9 fails to meet the time limits required in this Article, the grievance shall  
10 be regarded as settled on the basis of the University’s last response or  
11 position. Initial steps and time limits of this Article may be waived by  
12 mutual written agreement, of the Union and the University.

13  
14 No Step One or Step Two grievance settlement shall establish precedent  
15 or practice for either the Union or the University. A grievance may be  
16 withdrawn at Steps One or Two without prejudice or precedent.

17  
18 When the Union alleges that the University has violated a specific  
19 provision or provisions of this agreement, so as to allegedly violate  
20 employees’ rights under the terms of the agreement, the Union may  
21 initiate a grievance at Step Three of this procedure.

22  
23 No employee shall be discriminated against for participating in the  
24 grievance procedure.

25  
26 It shall be the employee’s obligation to indicate whether or not the  
27 employee wants Union representation during the grievance procedure.  
28 If the employee does not wish representation, the employee must  
29 notify the Union and the University in writing of their intent. A Union  
30 representative must be present at all other steps except Step One of the  
31 grievance procedure.

32  
33 At each step of the grievance procedure, each party shall present the  
34 facts and documents known to the party at the time to support its  
35 position on the grievance. Additional information requested by either  
36 party in writing shall be provided in keeping with applicable labor law  
37 prior to the next step of the grievance procedure.

1 The steps of the grievance procedure shall be:

2

3 **Step One**

4 An employee or the union shall file a grievance, no later than ten (10)  
5 working days from the date of the condition, circumstance or occurrence  
6 which gives rise to the grievance, with the employee's supervisor. The  
7 grievance must be written on a grievance form identifying the specific  
8 Article(s) alleged to have been violated, the remedy sought by the  
9 grievance, the identity of the principal parties and witnesses involved,  
10 the date of the occurrence, and a short description of the occurrence. It  
11 shall be filed with the grievant's supervisor who shall sign and date its  
12 receipt. The supervisor may schedule the grievance meeting and may  
13 respond in writing within five (5) working days of the request.

14

15 **Step Two**

16 If no mutually acceptable resolution of the grievance results, the  
17 employee may proceed to Step Two by appealing the Step One answer  
18 to the department head or designee no later than five (5) working days  
19 from receipt of the Step One answer. The department head or designee  
20 will schedule and hear the grievance within five (5) working days  
21 from receipt of the Step Two appeal. Such hearing may be waived by  
22 mutual agreement of the parties and the grievance moved to Step 3. A  
23 written response, including the basis for the decision, may be given by  
24 management to the grievant and Union representative within five (5)  
25 working days from the date of the Step Two hearing.

26

27 **Step Three**

28 In the event that the grievance remains unresolved to the satisfaction  
29 of the union, the President of the Local Union, or his/her designee,  
30 may appeal it to Step Three by filing a written appeal with the Office  
31 of Workforce Policy and Labor Relations no later than five (5) working  
32 days from receipt of the Step Two answer. A representative of the  
33 Office of Workforce Policy and Labor Relations shall schedule and hear  
34 the grievance within ten (10) working days of receipt of the appeal and  
35 shall respond in writing within ten (10) working days thereafter. Such  
36 response shall include a decision granting or denying the grievance and  
37 the basis for the decision.

38

39 **Step Four**

40 If the grievance remains unresolved to the satisfaction of the Local  
41 Union, or if the Union perceives that the settlement offer is a violation

1 of the terms or conditions of the agreement, the Union may, in its  
2 sole discretion, forward the grievance to the Union Regional Vice  
3 President and request arbitration of the matter by submitting that  
4 demand in writing to the American Arbitration Association within  
5 Thirty (30) working days of the issuance of the Step Three response.  
6 A copy of the demand shall be sent to the Office of Workforce Policy  
7 and Labor Relations at that same time. The selection of an arbitrator  
8 and arbitration proceedings shall be conducted under the then current  
9 Labor Arbitration Rules of the American Arbitration Association.

10

11 The jurisdictional authority of the arbitrator is defined and limited to  
12 the determination as to whether; in a disciplinary grievance, there was  
13 just cause for the disciplinary action. If there was not just cause, any  
14 award of back pay should be limited to the amount of wages that the  
15 employee otherwise would have earned, less any other compensation  
16 including but not limited to unemployment compensation. In no event  
17 shall an arbitrator's award be retroactive to a date earlier than ten  
18 working days prior to the date the grievance was first presented or the  
19 date the contract grievance occurred, whichever is later. In a contract  
20 grievance, the authority of the arbitrator is limited to the determination  
21 as to whether there has been a violation(s) of the provision or  
22 provisions of the agreement as set forth in the written grievance and  
23 the arbitrator shall have no power to add to, subtract from or modify  
24 any of the terms of this agreement. The arbitrator shall render his/her  
25 decision within thirty (30) days from the last hearing date or the due  
26 date for briefs, whichever is later. The decision of the arbitrator shall  
27 be based exclusively on evidence presented at the arbitration hearing(s)  
28 and shall be final and binding on all involved parties.

29

30 The parties shall bear their own expenses and share in the arbitrator's  
31 fee and expenses equally. Each party shall be responsible for the  
32 expenses of its witnesses and representatives. Each party may be  
33 represented by counsel at the arbitration hearing.

34

### 35 **Grievance Mediation**

36 Upon mutual agreement, the University and the Union may request  
37 a Federal Mediator from the Federal Mediation and Conciliation  
38 Service for the purpose of grievance mediation. This process may be  
39 implemented with mutual agreement prior to filing for Arbitration, or  
40 in the time frame between the filing for Arbitration and the Arbitration  
41 proceedings. In the event Grievance Mediation is chosen prior to

1 filing for Arbitration, the time limits for filing for Arbitration will  
2 be extended to accommodate the Grievance Mediation process. The  
3 decision/ recommendations of the Federal Mediator shall not be  
4 binding on either party and may not be introduced in any subsequent  
5 arbitration proceedings.

6  
7 **ARTICLE 7**  
8 **DISCIPLINE AND DISCHARGE**

9 The University and the Union agree to a procedure of progressive  
10 discipline. The parties adhere to the principle that discipline has the  
11 objective of improving the future performance of the employee.

12  
13 The University and the Union recognize the sensitive nature of the  
14 disciplinary process and to that end, will strive whenever possible,  
15 to handle all disciplinary matters in a private setting with relevant  
16 personnel only.

17  
18 Employee counseling and attempts to resolve matters of discipline  
19 informally, including referral to the Faculty Staff Assistance Program  
20 (FSAP), do not constitute discipline, nor do they constitute a part of the  
21 disciplinary procedure.

22  
23 A non-probationary employee may be disciplined or discharged only  
24 for just cause. Unless circumstances warrant otherwise, an employee  
25 will be given twenty-four (24) hours advance notice of the investigatory  
26 interviews with them that may lead to their discipline.

27  
28 Disciplinary penalties may include a verbal warning, written  
29 reprimand, suspension, discharge or any combination thereof and shall  
30 correspond to the severity of the matter. Demotion shall not be used as  
31 a disciplinary penalty.

32  
33 Situations involving major infractions or offenses shall be exempted  
34 from progressive discipline and may subject an employee to discipline,  
35 including discharge, regardless of the employee's prior record.

36  
37 Disciplinary actions may be initially grieved at Step Two of the  
38 grievance procedure as set forth in Article 6, Grievance Procedure and  
39 Arbitration.

1 All written statements regarding discipline shall be provided to  
2 the employee and shall include the reasons for the discipline. The  
3 employee must sign the statement to acknowledge receipt of the  
4 document. If the employee is unable or unwilling to sign the statement,  
5 a union representative for that department shall sign on behalf of the  
6 employee. No written statements, notes or other information that  
7 negatively impact an employee will be placed in their personnel file  
8 without providing the employee with a copy.

9  
10 An employee may not be disciplined or discharged for an infraction  
11 that occurred more than one (1) year before the date of the intended  
12 disciplinary action, unless that infraction would normally warrant  
13 immediate suspension or discharge or would be considered to be a  
14 violation of penal law, in which instance the corresponding statute of  
15 limitations would apply.

16  
17 Written discipline shall be removed from an employee's personnel  
18 file after two (2) years of employment without discipline. The life of  
19 discipline may be adjusted by mutual agreement of the parties.

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## **ARTICLE 8 SENIORITY**

24 All employees in the bargaining unit at the time of the effective date  
25 of this agreement shall have seniority as recorded as of their date of  
26 hire into the job title within the Field Service Unit of Transportation  
27 Department, as a Transportation Service Representative (TSR).  
28 Employees previously hired as a University Service Officer, will  
29 have seniority as recorded as of their date of hire into that job title.  
30 Employees hired into the bargaining unit after the effective date of this  
31 Agreement shall have seniority equal to the length of time an employee  
32 has been continuously employed in the bargaining unit.

33  
34 Bargaining unit employees shall be considered probationary employees  
35 for the first ninety (90) calendar days of employment, commencing  
36 with the first day of employment with the department. During their  
37 probationary period, employees shall have no seniority rights and may  
38 be discharged by the University without recourse to the grievance and  
39 arbitration provisions of this agreement. Employees who transfer out of  
40 the bargaining unit to accept other employment at the University shall  
41 have their seniority frozen as of the date of transfer. If the employee

1 returns to a position within the bargaining unit, without a break in  
2 continuing service, the employee's frozen seniority shall be restored,  
3 but the service time outside the bargaining unit shall be discounted.  
4 Employees hired on the same date shall rank for seniority according to  
5 the last four digits of their social security number with the employee  
6 having the highest number being given the highest rank. However,  
7 employees hired from within the University shall have seniority over  
8 employees hired from outside of the University.

9  
10 In addition to other factors, seniority and time in grade for employees  
11 shall be considered in assignments, schedules, leaves and promotions.  
12 Promotional openings shall be filled by the applicant most qualified  
13 to perform the work. If all relevant factors, such as experience and  
14 qualifications are equal, then the employee with the most bargaining  
15 unit seniority shall be awarded the position.

16  
17 The seniority of an employee shall be broken and continuity of service  
18 shall be considered broken whenever one of the following conditions  
19 occurs:

- 20  
21 a. The employee is discharged for cause.  
22  
23 b. The employee is absent from work for three (3) consecutive days  
24 without directly notifying the immediate supervisor or the person  
25 to whom the immediate supervisor reports and provided the  
26 failure to notify is not due to circumstances beyond the control of  
27 the employee.  
28  
29 c. The employee voluntarily leaves the employment of the  
30 University.  
31  
32 d. The employee is on layoff status for a period of twelve (12)  
33 consecutive months.  
34  
35 e. The employee retires.  
36  
37 f. The employee is receiving benefits under the Long-Term  
38 Disability Leave Plan.  
39  
40 g. The employee is terminated for failure to successfully complete  
41 any training program required under law.



- 1 h. The employee is terminated for failure to maintain any license  
2 required for the position in which the employee is employed.  
3
- 4 i. The employee fails to return to employment at Cornell within one  
5 (1) year following the expiration of Short-Term Disability Leave.  
6
- 7 j. An employee on a continuous absence from work due to a work  
8 related injury or illness who fails to return to work within one  
9 (1) year of a determination by a physician that the employee is  
10 permanently disabled or if the employee fails to return to work  
11 within thirty (30) months following a continuous absence due to  
12 a work related injury or illness.

13  
14 **ARTICLE 9**  
15 **LAYOFF AND RECALL**  
16

17 The University shall have sole discretion to determine the need for and  
18 type, number, and location of positions to be eliminated.  
19

20 In the event the Cornell University Transportation Services  
21 Department finds it necessary to lay off bargaining unit employees  
22 from their respective departments, the decision to lay off employees  
23 shall consider affirmative action obligations, under existing University  
24 Affirmative Action plans, ability to perform the work and seniority  
25 of the employees of the department enacting the layoff. In instances  
26 where affirmative action obligations and ability to perform the work  
27 are not bearing on the layoff decision the least senior employee within  
28 the department and grade affected by the layoff shall be laid off first.  
29 If there is an employee with less seniority in a lower grade in that  
30 department, the employee to be laid off shall displace the least senior  
31 employee in that lower grade. The displacing employee shall be paid  
32 at the corresponding wage range of that grade. The displaced employee  
33 shall have all of the rights contained in this Article, unless the displaced  
34 employee is in a probationary status as a newly hired employee.  
35

36 **Notice of Layoff to Employees**

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

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

4  
5 When minimum notification, as described above, is not possible, the  
6 employee will receive, in lieu of notice, pay equal to the amount he/  
7 she would have received had notice been possible, in addition to any  
8 accrued vacation pay.

9  
10 When employees receive notice of layoff as provided for above, Office  
11 of Human Resources will give the employees special assistance in  
12 identifying other jobs the employees may be able to perform.

13  
14 Laid off employees shall be entitled to continue those benefits (e.g.,  
15 health insurance, group life insurance, personal accident insurance,  
16 etc.) that are granted to non-represented employees under University  
17 policy for a period not to exceed one (1) year following the effective  
18 date of layoff.

19  
20 When bargaining unit positions within the affected department become  
21 available, employees shall be recalled in inverse order of layoff when  
22 the employee is able to perform the work. Notice of recall shall be  
23 sent to the employee at his last known address by certified mail. The  
24 Union shall be notified at the same time. When an employee returns  
25 from layoff to the same bargaining unit position, the employee shall be  
26 paid at his/her rate of pay upon layoff plus any increments that would  
27 have been paid had the employee never been laid off. If the employee  
28 returns to a lower position his/her rate of pay will be a percentage  
29 of the maximum rate of that position equal to the percentage of the  
30 maximum rate of the formerly held position. If the employee fails to  
31 report for work within three (3) days from receipt of the recall notice,  
32 the employee's seniority shall be broken. Recall rights shall expire one  
33 (1) year following the effective date of layoff.

34  
35 **ARTICLE 10**  
36 **DEPARTMENTAL INVESTIGATIONS**  
37

38 In order to maintain trust and confidence in the respective departments  
39 whenever a complaint or accusation is made against a bargaining  
40 unit employee, the management of that respective department shall  
41 promptly and thoroughly investigate same. Members of the bargaining

1 unit shall fully cooperate in all aspects of such investigations. The  
2 Local Union President or his/her designee will be advised on the nature  
3 of the ongoing investigation and may be present for all investigative  
4 meetings with bargaining unit employees. In addition, bargaining unit  
5 employees will not be denied union representation in any formal or  
6 informal investigative meeting.

7  
8 All such investigations shall be conducted in a fair, respectful and  
9 reasonable manner.

10  
11 **ARTICLE 11**  
12 **PRODUCTIVITY**

13  
14 The Union and the University recognize and agree that high standards  
15 of workmanship, efficiency, work quality and productivity are in the  
16 mutual best interests of both the University and the Union. To this end,  
17 the Union and University shall cooperate to promote improvement and  
18 sustain high levels of work quality and productivity.

19  
20 **ARTICLE 12**  
21 **WORK FORCE CHANGES**

22  
23 All employees shall be given at least fourteen (14) calendar days notice  
24 of pending transfers, on-going shift changes, or reassignments unless  
25 there are uncontrollable or unseen emergency reasons for the changes.  
26 In the event of extenuating personal circumstances management shall  
27 reasonably consider requests for more than fourteen (14) days notice.

28  
29 **ARTICLE 13**  
30 **HUMAN RESOURCE RECORDS**

31  
32 The Office of Human Resources shall collect and maintain the official  
33 human resource file on each employee. Human resource files are  
34 University property and shall be used for University-related activities.  
35 Employee human resource files will be maintained in a secure manner  
36 and not be provided to anyone without a valid reason.

37  
38 Employees may arrange to examine materials in their official personnel  
39 file, exclusive of confidential documents, by appointment with the

1 Office of Human Resources. Employees may respond to any document  
2 that is included in their human resource file. Employees will get a copy  
3 of and be notified if such document is to be placed in their human  
4 resource file.

5  
6 Where an employee authorizes a representative to obtain information  
7 from the employee's official human resource file, such representative  
8 shall obtain written consent from the employee for each examination  
9 of the file and/or copying of any material from that file. The  
10 employee's representative shall contact a Labor Relations Specialist,  
11 at the Workforce Policy and Labor Relations office, to arrange an  
12 appointment to examine the employee's official human resource file.  
13 Examination of the official file shall be done in the presence of a Labor  
14 Relations representative. All written authorizations to examine an  
15 employee's human resource file shall become a part of that file.

16  
17 Transportation Services shall maintain a department file for members of  
18 the bargaining unit. These files shall include any materials determined  
19 by management to be appropriate, including copies of letters received  
20 by the department from representatives of University management  
21 that commend an individual employee for work related performance.  
22 Employees shall be allowed to make copies of documents contained  
23 within their department file upon payment of a reasonable per copy fee.

24  
25 **ARTICLE 14**  
26 **FAIR EMPLOYMENT PRACTICES**

27  
28 The University and the Union recognize their mutual obligations  
29 that the provisions of this agreement be applied to all employees  
30 covered by this agreement without regard to race, creed, color, sex,  
31 age, religion, national origin, citizenship, marital status, protected  
32 veteran's status, disability, sexual orientation or on any other basis as  
33 prohibited by law, except where age or sex is a bona fide occupational  
34 qualification. An employee claiming discrimination within the bounds  
35 of one of the above-noted protected categories may file a grievance in  
36 keeping with Article 6, Grievance Procedure and Arbitration, or the  
37 employee may pursue a remedy through those procedures established  
38 by corresponding law.

39  
40 The University and Union recognize their mutual obligations under  
41 the various Affirmative Action and Equal Employment Opportunity  
42 statutes and regulations.



1 Employees returning to work after an extended illness may be required,  
2 prior to and as a condition of return to work, to have a physical  
3 examination by the University physician to establish that the employee  
4 is no longer disabled.

5  
6 **ARTICLE 17**  
7 **VACATION**  
8

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

12  
13 Employees are entitled to earn vacation under the following schedule:  
14

<u>Years of Service</u>	<u>Vacation Earned Per Year</u>	<u>Vacation Factor</u>
15 <u>Completed</u>		
16 1 to 10	3 weeks	.05769
17 10 years	1 day more per year	.06153
18	up to 4 weeks	.06538
19		.06923
20		.07307
21		.07692
22		
23		

24 Paid vacation accrual begins on the date of last hire. Changes in  
25 accrual rates shall be effective on the anniversary date. Paid vacation  
26 may accrue to two (2) times the annual accrual rate up to a maximum  
27 of three hundred and twenty (320) hours. Each year, as of October  
28 15<sup>th</sup>, leave balances that exceed the maximum will automatically be  
29 adjusted to the appropriate maximum.  
30

31 If an employee is on vacation when the University declares an  
32 unscheduled day off (e.g., inclement weather) the employee shall  
33 continue to use vacation time for that day and will not be given an  
34 additional day off.  
35

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

1 When an endowed employee retires, all accrued vacation will be paid  
2 in a lump sum. The lump sum will be paid in the pay period following  
3 the last day of work. Employees who receive vacation pay following  
4 retirement will receive holiday pay for all holidays covered under  
5 Article 19, Holidays, of this agreement, which fall within the period.

6  
7 Except as provided in Short -Term Disability, vacation time cannot be  
8 substituted for sick leave. The department head or designee has sole  
9 discretion to approve the use of vacation time when employees have  
10 exhausted their accrued sick leave.

11  
12 An employee must request, in writing, permission to use vacation  
13 leave. Written requests for vacation time off shall be submitted to the  
14 employee's supervisor as soon as reasonably possible prior to the time  
15 to be taken off. The employee shall receive a copy of the approval or  
16 rejection within a reasonable period of time.

17  
18 When multiple vacation requests for the same period are simultaneously  
19 received, approvals will be granted by length of seniority, with the  
20 highest seniority employee given first preference. Employee requests  
21 for vacation between October 1 and March 31 shall be submitted in  
22 writing before September 1. Requests for the period of April 1 through  
23 September 30 shall be submitted before March 1. All such requests for  
24 vacation shall be considered by the department in keeping with staffing  
25 needs. Any requests for vacation leave that are not submitted within the  
26 time frames set forth above shall be granted on a first come, first served  
27 basis in keeping with department staffing needs. Once approved,  
28 the employee must take the vacation on the date(s) for which it was  
29 approved unless the parties mutually agree to the rescheduling of this  
30 vacation. When an employee who has accrued vacation leave dies, the  
31 corresponding payment for such shall be paid to the employee's duly  
32 appointed legal representative or, if none, any relative the University in  
33 its discretion may deem appropriate.

34  
35  
36  
37

**ARTICLE 18**  
**MILITARY TRAINING LEAVE**

38 Employees who are members of the National Guard, Coast Guard, or  
39 U.S. Military Reserve units shall be granted leave with pay for training  
40 periods of more than seven (7) days, but less than thirty (30) calendar

1 days in duration once a year. This paid leave period shall not include  
2 time necessary for travel to and from such training.

3  
4 Whenever possible, the employee shall provide written documentation  
5 to the University at least two (2) weeks in advance of the scheduled  
6 training, specifying its duration.

7  
8 **ARTICLE 19**  
9 **HOLIDAYS**

10  
11 The University shall observe the holidays listed below for employees  
12 covered by this agreement:

- 13  
14 Martin Luther King, Jr. Day  
15 Memorial Day  
16 Independence Day  
17 Labor Day  
18 Thanksgiving Day  
19 Friday After Thanksgiving Day  
20 Winter Holiday Period (Six (6) days)

21  
22 Each year the Office of Human Resources shall announce the specific  
23 calendar days on which these holidays shall be observed. Holidays  
24 which fall on Saturdays or Sundays shall be designated by the  
25 University for observance on a weekday.

26  
27 **Holiday Pay**

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

30  
31 **Pay for Holiday Worked**

32 Employees who are required to work on a University holiday will  
33 receive pay at two-and-one-half times their normal rate for hours  
34 actually worked on that holiday up to a maximum of the employee's  
35 standard workday. Standard workday equals one-fifth (1/5) of the  
36 employee's weekly hours. Hours worked on a University holiday in  
37 excess of the standard workday will be paid at time-and-one-half the  
38 normal hourly rate. The employee will receive regular pay for the  
39 balance of the hours, if any, not worked on the holiday.



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

6  
7 **Accrued Holiday Paid Leave Time**  
8 Accrued holiday paid leave time must be used by October 15<sup>th</sup> of each  
9 year. It is scheduled with the approval of the supervisor. Time not  
10 used by October 15<sup>th</sup> will be paid to the employee in a lump sum,  
11 to be calculated by multiplying the number of accrued hours by the  
12 employee's straight time hourly rate.

13  
14 **Eligibility**  
15 To be eligible to receive holiday pay the employee must work the  
16 employee's last scheduled work day prior to and the employee's next  
17 scheduled workday after a scheduled holiday.

18  
19 For each holiday period the employee must work the last scheduled  
20 workday prior to each holiday period and the next scheduled workday  
21 after each holiday period. Failure to do so shall disqualify the employee  
22 for pay for one holiday in the holiday period.

23  
24 In either instance the employee shall not lose holiday pay when the  
25 absence is in keeping with vacation or health and personal leave  
26 provisions.

27  
28 Any employee on a paid leave of absence shall be paid for that  
29 employee's scheduled holiday (s) which occur (s) during that leave.

30  
31 Any employee who is scheduled to work on a holiday and fails to  
32 report to work shall forfeit holiday pay and be subject to disciplinary  
33 action, unless the employee is able to substantiate a reasonable cause  
34 for absence.

35  
36 **ARTICLE 20**  
37 **HOURS OF WORK, OVERTIME AND PREMIUM PAY**

38  
39 The University reserves the right to determine and/or amend daily  
40 hours of work, weekly work schedules or standard work week and  
41 pay day in conformance with all sections of this agreement. Where

1 feasible, union input may be sought.

2

3 The University reserves the right to require employees to work  
4 overtime or report on their scheduled hours or days off in conformance  
5 with all seniority rules established in this agreement. Management will  
6 review other resources prior to ordering employees to work overtime.  
7 If it is necessary to require employees to work overtime, management  
8 will start with the least senior employee. The University will consider  
9 an employee's request to be excused. The University shall consider  
10 employee requests for a flexible work schedule during the workweek  
11 when a mandatory work day is required.

12

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

15

16 Irrespective of the days worked or the number of hours worked in any  
17 one day, employees shall be paid for all hours worked in excess of forty  
18 (40) hours in any given work week at one and one-half times (1 1/2)  
19 their regular rate of pay. Only hours actually paid shall be credited for  
20 the purpose of computing overtime worked in any workweek.

21

22 Nothing contained in this agreement shall be construed as a guarantee  
23 of hours of work per day or per week or as a limitation on the right  
24 of the University to require overtime. Unless the employee and the  
25 employer mutually agree, the employee's hours will not be reduced  
26 for the sole purpose of avoiding overtime once the employee has first  
27 reported to work during that workweek.

28

29 An employee scheduled to work overtime on a regular work day when  
30 there is a break of an hour or more between the regular work time and  
31 the scheduled overtime may, with pre-approval, adjust their regular  
32 hours of work to minimize the break between the shifts.

33

34 If an employee is scheduled to work overtime for a set number of hours  
35 and the shift ends early, the employee has the option to remain at work  
36 to complete the scheduled overtime shift performing other duties.

37

### 38 **Emergency Call-Back**

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

1 **Travel Expenses**

2 The department agrees to reimburse all employees for travel expenses  
3 while on travel status in the performance of their official duties for  
4 reasonable expenses incurred for hotel lodging, meals and incidental  
5 expenses related thereto, upon submission of receipts, in keeping with  
6 University travel reimbursement procedures.

7

8 **Voluntary Overtime**

9 Voluntary overtime shall be initially determined by Seniority. Any  
10 person wanting to work overtime will be placed on a list starting with  
11 the most senior person.

12

13 The Supervisor will start with the most senior person and offer the  
14 overtime detail. If the employee accepts or declines the overtime his/  
15 her name will go to the bottom of the list and the next person will  
16 be offered the overtime detail. The Union recognizes that emergency  
17 overtime will occur and that other provisions of this article shall apply.

18

19 Off duty personnel shall be given the opportunity to accept non-  
20 emergency, voluntary overtime on their off duty time.

21

22 **Shift Differential**

23 Employees who are regularly scheduled to work a shift which includes  
24 four or more hours between the hours of 6:00 p.m. and 6:00 a.m. shall  
25 be paid eighty-five cents (\$.85) per hour. Shift differential shall be  
26 paid for the following paid leave situations: vacation, holiday, health  
27 and personal leave and bereavement leave. Shift differential will not  
28 be paid during Workers' Compensation and Short Term Disability  
29 absences or on lump sum vacation accruals upon termination.

30

31 **Non-Emergency Overtime Assignments**

32 The parties recognize the business need for non-emergency overtime  
33 assignments which may be of short duration and may cause a  
34 gap between the end of a shift and the start of such assignment.  
35 Management shall use their best efforts to maximize advance notice of  
36 such assignments and minimize the resulting gaps.

1 **ARTICLE 21**  
2 **MEAL BREAK AND REST PERIOD**  
3

4 **Meal Breaks**

5 Employees scheduled to work six (6) hours of work or more per day  
6 will be provided a minimum of thirty (30) minute unpaid, uninterrupted  
7 meal break. Additional meal breaks will be provided as required by  
8 New York State law.

9  
10 **Rest Periods**

11 Full-time employees shall be granted two (2) fifteen (15) minute,  
12 paid, rest periods to be coordinated by management to take place at  
13 appropriate times during the shift.

14  
15 Where necessitated by departmental emergency operations rest periods  
16 may be temporarily suspended. Rest periods shall not be cumulative.

17 **ARTICLE 22**  
18 **WAGES**

19  
20 **2018-2019-Wage Rate Schedule**  
21 **Effective 10/1/18**

Grade	Hire Rate (Step 1)	Job Rate (Step2)	Hire Date Before 01/01/2004 (Step 3)
T01	\$16.98	\$18.52	\$20.06
T02	\$19.59	\$20.23	\$21.24
T03	\$20.00	\$20.95	\$23.60

22  
23  
24  
25  
26  
27 **2019-2020 Wage Rate Schedule**  
28 **Effective 10/1/19**

Grade	Hire Rate (Step 1)	Job Rate (Step2)	Hire Date Before 01/01/2004 (Step 3)
T01	\$17.41	\$18.98	\$20.56
T02	\$20.08	\$20.74	\$21.77
T03	\$20.50	\$21.47	\$24.19

29  
30  
31  
32  
33 **2020-2021 Wage Rate Schedule**  
34 **Effective 10/1/20**

Grade	Hire Rate (Step 1)	Job Rate (Step2)	Hire Date Before 01/01/2004 (Step 3)
T01	\$17.84	\$19.46	\$21.07
T02	\$20.58	\$21.26	\$22.31
T03	\$21.01	\$22.01	\$24.79

35  
36  
37  
38  
39  
40 All employees will be paid in accordance with the wage schedules  
41 above for the duration of the agreement.

1 **Hire Rate**

2 All new employees in the bargaining unit shall be paid at the hire  
3 rate. Employees will move from the Hire Rate to the Job Rate after  
4 completion of two (2) years of service.

5  
6 **Job Rate**

7 All employees who are currently in the Job Rate or move into the Job  
8 Rate from the Hire Rate will remain at the Job Rate for the duration of  
9 the agreement.

10  
11 **Hire Date 01/01/2004 and Prior**

12 Employees hired into the bargaining unit prior to and including  
13 01/01/2004 will receive the corresponding rate according to the charts  
14 above.

15  
16 **ARTICLE 23**  
17 **SEPARABILITY**

18  
19 If any provision or part thereof of this agreement is found to be invalid  
20 or unenforceable by a final decision of a court of law or is in conflict  
21 with any applicable federal or state law or regulation, such provision,  
22 or part thereof shall be deemed to be deleted from this agreement. The  
23 parties will convene and negotiate a lawful alternative to the deleted  
24 provision. In the event that any provision or part thereof, of this  
25 agreement is thus rendered inoperative, and of no force and effect,  
26 the remaining provisions shall, nevertheless, remain in full force and  
27 effect.

28  
29 **ARTICLE 24**  
30 **OTHER BENEFITS**

31  
32 During the term of this agreement any adjustments made by the  
33 University in the current benefit programs listed below for employees  
34 not covered by a collective bargaining agreement will be duplicated for  
35 bargaining unit employees. In the event of such changes, the University  
36 will notify the Union of such changes prior to their implementation.

- 37  
38 Group Life Insurance  
39 Personal Accident Insurance  
40 Cornell University Retirement Plan  
41 Cornell Tax Deferred Annuity Plan (Voluntary)

- 1 Cornell Children's Tuition Scholarship Plan
- 2 Cornell Long Term Disability Plan
- 3 Cornell Workers' Compensation
- 4 Cornell's Short-Term Disability Plan
- 5 Cornell Health Care Plan
- 6 Employee Tuition and Training Program
- 7 Faculty Staff Assistance Program
- 8 Personal Leave of Absence
- 9 University Leave
- 10 Jury Duty
- 11 Funeral Leave
- 12 Voting
- 13 Sick Leave Conversion (for post retirement health insurance
- 14 coverage)
- 15 Health and Personal Leave (accruals)
- 16 Direct Deposit
- 17 Inclement Weather
- 18 Holidays
- 19 Vacations
- 20 Release Time From Work
- 21 Family & Medical Leave Act
- 22 Emergency Responder Leave
- 23 **Spot Recognition Program**
- 24 All other unlisted benefits currently provided other University
- 25 Employees

26  
27 **ARTICLE 25**

28 **VOLUNTEER FIREFIGHTER AND EMERGENCY**  
29 **MEDICAL TECHNICIAN LEAVE**  
30

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

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

5  
6 In the event that a volunteer firefighter and/or an EMT is required to  
7 respond to a working fire or emergency during the eight (8) hours  
8 immediately preceding the start of the employee's shift, the employee  
9 shall receive paid leave time off during the upcoming shift equal to  
10 the actual time spent in resolving the emergency or fire. In no event  
11 shall the employee receive paid leave time off for any time greater  
12 than the employee's shift assignment for that day. The employee shall  
13 notify his/her department of an impending absence from duty as soon  
14 as possible after it becomes apparent he/she will not be present at the  
15 start of their scheduled shift.

16  
17 Any hours compensated under this provision shall be counted as hours  
18 paid but shall not apply to any calculations for premium pay, unless  
19 otherwise provided by this agreement. The University shall pay or  
20 provide paid leave time off only for time spent when responding to  
21 emergency calls or fires.

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

29  
30 **ARTICLE 26**  
31 **UNIFORMS AND EQUIPMENT**

32  
33 The University may establish rules pertaining to employees  
34 dress, equipment, and appearance and may require the wearing of  
35 particularized apparel.

36  
37 The University shall have sole discretion to determine the need and  
38 the use of equipment necessary to the performance of job duties.  
39 Issued apparel shall be replaced by the University as needed at the  
40 department's discretion, and shall be of professional quality. Adequate  
41 inventory shall be maintained. The university will discuss and seek

1 input from union leadership regarding the selection of the apparel and  
2 equipment.

3  
4 The University shall normally issue such required particularized  
5 apparel which will include:

- 6 • 6 summer uniforms
- 7 • 6 winter uniforms
- 8 • 1 winter gear outfit and head wear
- 9 • 1 set of rain gear
- 10 • 1 set of other miscellaneous equipment such as  
11 flashlight

12  
13 The parties agree to discuss the above list at a quarterly labor/  
14 management committee meeting.

15  
16 The University shall reimburse each employee annually for footwear  
17 up to two-hundred-fifty (\$250.00), In addition, the University will  
18 reimburse each employee for winter boots up to one-hundred-fifty  
19 (\$150.00) and for hat and gloves up to fifty dollars (\$50), on an as  
20 needed basis, but no more than annually. These purchases have to be  
21 University approved.

22  
23 Issued or approved equipment or apparel that is negligently lost or  
24 negligently damage shall be replaced at the expense of the employee  
25 and as such, may be cause for discipline.

26  
27 All department-issued apparel, equipment, and other university  
28 property shall be returned upon termination of employment.

29  
30 The University will provide each TSR a full-sized locker to store  
31 uniforms and equipment. Lockers shall be adequate and accessible  
32 at all times.

33  
34 **ARTICLE 27**  
35 **DIRECT DEPOSIT**  
36

37 Bargaining unit employees are encouraged to participate in the direct  
38 deposit program so long as the University payday remains alternate  
39 Thursdays.



**ARTICLE 28**  
**DURATION OF AGREEMENT**

1  
2  
3  
4 The agreement shall become effective on October 1, 2018, and shall  
5 remain in full force and effect until September 30, 2021.  
6  
7 And, thereafter shall be renewed from year to year unless any party  
8 hereto shall notify the other party, in writing, at least sixty (60) days  
9 prior to the termination date of this agreement of its desire to change or  
10 modify in any way or supplement this agreement. Such written notice  
11 shall be sent by certified mail to the other party.



1 **SIDE LETTER OF AGREEMENT**

2 **LABOR/MANAGEMENT COMMITMENT TO EDUCATION**

3  
4 The University and the Union agree that training, continuous education,  
5 and development of employees is of mutual benefit to the individual  
6 and the University. In keeping with University policies, employees are  
7 encouraged to participate in educational programs including jointly  
8 planned labor/management initiatives.

9  
10 **SIDE LETTER OF AGREEMENT**

11 **LABOR/MANAGEMENT COMMITTEE**

12  
13 The parties agree to meet quarterly to discuss issues of mutual interest.  
14 The committee shall be comprised of two (2) union members selected  
15 by the Union and representatives of Management. Union members  
16 who attend such meetings shall suffer no loss of straight time base  
17 wages for time that cuts across their normal work schedule.

18 **SIDE LETTER OF AGREEMENT**

19 **FLEXTIME**

20  
21  
22 In response to the Union's proposal for flextime, Cornell would like  
23 to propose a 6 month pilot program in order to determine how often  
24 these requests occur, how easily they can be accommodated and  
25 whether these changes in scheduling are disruptive to the department  
26 and its work. Employees may also request flextime for classes and  
27 training opportunities not sponsored or scheduled by TDS. During  
28 the 6 months, with pre-approval, employees may be allowed to flex  
29 their time for personal appointments, such as doctor's appointment.  
30 Permission to change a schedule must be submitted to the supervisor 2  
31 business days in advance, and the request must include an explanation  
32 of how and when the hours will be made up. Approval from the  
33 supervisor will be dependent upon business needs at the time. At the  
34 end of the 6 months, the parties will schedule a labor management  
35 meeting to discuss the results of the pilot. The parties may decide  
36 to adopt this approach or run another pilot with different parameters.

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VACATION	17	18-19
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WAGES	22	24-25
WORK FORCE CHANGES	12	15







