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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PURPOSE AND INTENT

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

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

ARTICLE 1
RECOGNITION

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

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

*Regular full-time employees shall be those defined as scheduled to work a minimum of thirty-five (35) hours per week. Regular part-time employees shall be defined as scheduled to work a minimum of twenty (20) hours but less than thirty-five (35) hours per week.
ARTICLE 2
TERMS OF AGREEMENT

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

ARTICLE 3
UNION SECURITY AND MEMBERSHIP

Any employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30) day following the effective date of this Agreement or within ten (10) days following employment, whichever is later, as a condition of continued employment, and shall remain a member of the Union, to the extent of paying an initiation fee
and membership dues uniformly required as a condition of acquiring or retaining membership in the Union, for the duration of this Agreement.

Employees meet the requirement of being members of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in NLRB v. General Motors Corporation, 373 U.S. 734 (1963) and Beck v. Communication Workers of America 487 U.S. 735 (1988).

The University will deduct from wages of any employee covered by this Agreement said employee’s dues and initiation fees as a member of the Union upon receiving the employee’s individual written authorization for the University to make such deductions signed by the employee. Authorization forms are to be provided by the Union. The University will pay to the proper officers of the Union the wages withheld for such dues and initiation fees. The remittances shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The University shall make its best efforts to mail the total remittance to the proper officers of the Union not later than five (5) days after the date of the deduction. The Union shall advise the University of the amount of initiation fees and dues to be deducted. Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days. The University will notify the Union of newly hired employees covered by the Agreement, including the name, social security number, address, job classification and hire date of such employee on a monthly basis.

In the event the Union requests the discharge of an employee for failure to comply with the provisions of the Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks after the date of that notice. The notice shall contain the reason for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the employee, and the Employer will not be required to discharge that employee.
Anything herein to the contrary notwithstanding an employee shall not be required to pay money to the Union or become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

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

ARTICLE 4
MANAGEMENT RIGHTS

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

1. determine the mission, purposes, objectives, policies, and programs of the institution;

2. determine the facilities, methods, standards, and means of operation, and number and qualifications of personnel required for the conduct of its program;

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

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

5. determine or change job content, classify or reclassify positions and allocate or reallocate new or existing positions;
6. discipline or discharge employees in accordance with the provisions of this Agreement and rules and regulations promulgated hereunder;

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

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

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

Nothing contained herein shall constitute a waiver of the right of the University to exercise other normal functions of management not enumerated above. 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 5**

**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 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.

In the event of any such action or interference, and on notice from the University, the Union without any 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 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.

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.

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

ARTICLE 6
GRIEVANCE PROCEDURE AND ARBITRATION

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

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

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

When employees are required to attend a grievance hearing as a
grievant, University witness, or Union representative, they will only
be paid for the time spent in attending grievance hearings when such
time coincides with their regularly scheduled working hours. When
a grievance is filed by more than one employee, the grievance will
identify one of those employees who shall represent the class of
grievants at each step of the grievance procedure. Neither party shall
be responsible for the expense of witnesses called by the other party,
including lost work time.
Without a compelling reason for absence, a grievance will be dismissed when the grievant fails to be present at any one of the hearings of the steps of the grievance procedure.

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

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

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

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

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

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

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

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

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

**Step Four**
If the grievance remains unresolved to the satisfaction of the Local Union, or if the Union perceives that the settlement offer is a violation...
of the terms or conditions of the agreement, the Union may, in its sole discretion, forward the grievance to the Union Regional Vice President and request arbitration of the matter by submitting that demand in writing to the American Arbitration Association within Thirty (30) working days of the issuance of the Step Three response. A copy of the demand shall be sent to the Office of Workforce Policy and Labor Relations at that same time. The selection of an arbitrator and arbitration proceedings shall be conducted under the then current Labor Arbitration Rules of the American Arbitration Association.

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

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

Grievance Mediation

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

ARTICLE 7
DISCIPLINE AND DISCHARGE

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

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

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

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

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

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

Disciplinary actions may be initially grieved at Step Two of the grievance procedure as set forth in Article 6, Grievance Procedure and Arbitration.
All written statements regarding discipline shall be provided to the employee and shall include the reasons for the discipline. The employee must sign the statement to acknowledge receipt of the document. If the employee is unable or unwilling to sign the statement, a union representative for that department shall sign on behalf of the employee. No written statements, notes or other information that negatively impact an employee will be placed in their personnel file without providing the employee with a copy.

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

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

**ARTICLE 8**

**SENIORITY**

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

Bargaining unit employees shall be considered probationary employees for the first ninety (90) calendar days of employment, commencing with the first day of employment with the department. During their probationary period, employees shall have no seniority rights and may be discharged by the University without recourse to the grievance and arbitration provisions of this agreement. Employees who transfer out of the bargaining unit to accept other employment at the University shall have their seniority frozen as of the date of transfer. If the employee
returns to a position within the bargaining unit, without a break in
continuing service, the employee’s frozen seniority shall be restored,
but the service time outside the bargaining unit shall be discounted.
Employees hired on the same date shall rank for seniority according to
the last four digits of their social security number with the employee
having the highest number being given the highest rank. However,
employees hired from within the University shall have seniority over
employees hired from outside of the University.

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

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

a. The employee is discharged for cause.

b. The employee is absent from work for three (3) consecutive days
   without directly notifying the immediate supervisor or the person
to whom the immediate supervisor reports and provided the
failure to notify is not due to circumstances beyond the control of
the employee.

c. The employee voluntarily leaves the employment of the
   University.

d. The employee is on layoff status for a period of twelve (12)
   consecutive months.

e. The employee retires.

f. The employee is receiving benefits under the Long-Term
   Disability Leave Plan.

g. The employee is terminated for failure to successfully complete
   any training program required under law.
h. The employee is terminated for failure to maintain any license required for the position in which the employee is employed.

i. The employee fails to return to employment at Cornell within one (1) year following the expiration of Short-Term Disability Leave.

j. An employee on a continuous absence from work due to a work related injury or illness who fails to return to work within one (1) 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 a work related injury or illness.

ARTICLE 9
LAYOFF AND RECALL

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

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

Notice of Layoff to Employees
In cases of less than ten (10) years of service, employees shall receive written notification within a minimum of thirty (30) calendar days (not including accrued vacation time) prior to the effective date of the layoff.
In cases of ten (10) or more years of service, employees shall receive written notification of layoff within a minimum of sixty (60) calendar days (not including accrued vacation time) prior to the date of layoff.

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

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

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

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

**ARTICLE 10**

**DEPARTMENTAL INVESTIGATIONS**

In order to maintain trust and confidence in the respective departments whenever a complaint or accusation is made against a bargaining unit employee, the management of that respective department shall promptly and thoroughly investigate same. Members of the bargaining
unit shall fully cooperate in all aspects of such investigations. The
Local Union President or his/her designee will be advised on the nature
of the ongoing investigation and may be present for all investigative
meetings with bargaining unit employees. In addition, bargaining unit
employees will not be denied union representation in any formal or
informal investigative meeting.

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

ARTICLE 11
PRODUCTIVITY

The Union and the University recognize and agree 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 and University shall cooperate to promote improvement and
sustain high levels of work quality and productivity.

ARTICLE 12
WORK FORCE CHANGES

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

ARTICLE 13
HUMAN RESOURCE RECORDS

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

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

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

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

ARTICLE 14
FAIR EMPLOYMENT PRACTICES

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

The University and Union recognize their mutual obligations under the various Affirmative Action and Equal Employment Opportunity statutes and regulations.
ARTICLE 15
HEALTH AND SAFETY

The departments shall continue to comply with all applicable federal and state occupational health and safety laws for the protection of the health and safety of the employee. Employees shall comply with safety rules established by the University. Job related OSHA familiarization and training will be provided as necessary. Employees are encouraged to report health and safety concerns to immediate supervisors.

Management will continue to be sensitive and responsive to the needs of employees during extreme climatic conditions and shall advise and encourage employees to use proper safety precautions when dealing with these extreme conditions.

Department to provide tinted safety glasses, the type to be determined by a Labor/Management Committee after a review of the options.

Reimbursement for prescription safety glasses: A reimbursement of up to $250 will be provided for prescription safety glasses. Appropriate documentation of the purchase of such glasses is required from the employee before reimbursement is provided. Employees are entitled to one (1) reimbursement for the life of the contract.

ARTICLE 16
HEALTH AND PERSONAL LEAVE

The parties adopt the University’s Health and Personal Leave Policy. The University shall notify the Union to discuss any plan to reduce the maximum or rate of accrual.

The University reserves the right to establish attendance standards.

Employees shall call in to the Department 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 work, the employee will leave word where the employee may be reached if different from the number that is available. Documentation for any sick leave absence, including certification by a physician that an employee is unable to perform his/her duties, may be required by the employee’s department.
Employees returning to work after an extended illness may be required, prior to and as a condition of return to work, to have a physical examination by the University physician to establish that the employee is no longer disabled.

**ARTICLE 17**

**VACATION**

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

Employees are entitled to earn vacation under the following schedule:

<table>
<thead>
<tr>
<th>Years of Service Completed</th>
<th>Vacation Earned Per Year</th>
<th>Vacation Factor</th>
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</thead>
<tbody>
<tr>
<td>1 to 10</td>
<td>3 weeks</td>
<td>.05769</td>
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<tr>
<td>10 years</td>
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<td>up to 4 weeks</td>
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Paid vacation accrual begins on the date of last hire. Changes in accrual rates shall be effective on the anniversary date. Paid vacation may accrue to two (2) times the annual accrual rate up to a maximum of three hundred and twenty (320) hours. Each year, as of October 15th, leave balances that exceed the maximum will automatically be adjusted to the appropriate maximum.

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

Upon termination, an employee shall have a right to receive payment for all accrued and unused vacation time, provided the employee has completed at least one year of continuous service. This payment will be made in a lump sum in the pay period following the last day of employment.
When an endowed employee retires, all accrued vacation will be paid in a lump sum. The lump sum will be paid in the pay period following the last day of work. Employees who receive vacation pay following retirement will receive holiday pay for all holidays covered under Article 19, Holidays, of this agreement, which fall within the period.

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

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

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

ARTICLE 18
MILITARY TRAINING LEAVE

Employees who are members of the National Guard, Coast Guard, or U.S. Military Reserve units shall 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. This paid leave period shall not include
time necessary for travel to and from such training.

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

**ARTICLE 19**

**HOLIDAYS**

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

- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday After Thanksgiving Day
- Winter Holiday Period (Six (6) days)

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

**Holiday Pay**

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

**Pay for Holiday Worked**

Employees who are required to work on a University holiday will
receive pay at two-and-one-half times their normal rate for hours
actually worked on that holiday up to a maximum of the employee’s
standard workday. Standard workday equals one-fifth (1/5) of the
employee’s weekly hours. Hours worked on a University holiday in
excess of the standard workday will be paid at time-and-one-half the
normal hourly rate. The employee will receive regular pay for the
balance of the hours, if any, not worked on the holiday.
Although University holidays are designated Monday through Friday, when July 4, December 25 and/or January 1 fall on a Saturday or Sunday, employees required to work will be paid one-and-one-half times their regular rate of pay for all hours worked on any of these dates.

Accrued Holiday Paid Leave Time
Accrued holiday paid leave time must be used by October 15th of each year. It is scheduled with the approval of the supervisor. Time not used by October 15th will be paid to the employee in a lump sum, to be calculated by multiplying the number of accrued hours by the employee’s straight time hourly rate.

Eligibility
To be eligible to receive holiday pay the employee must work the employee’s last scheduled work day prior to and the employee’s next scheduled workday after a scheduled holiday.

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

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

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

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

ARTICLE 20
HOURS OF WORK, OVERTIME AND PREMIUM PAY
The University reserves the right to determine and/or amend daily hours of work, weekly work schedules or standard work week and pay day in conformance with all sections of this agreement. Where
feasible, union input may be sought.

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

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

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

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

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

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

**Emergency Call-Back**

Employees required to return to work following their regularly scheduled work day but preceding their next regularly scheduled work day shall be paid a minimum of four (4) hours pay.
Travel Expenses
The department agrees to reimburse all employees for travel expenses while on travel status in the performance of their official duties for reasonable expenses incurred for hotel lodging, meals and incidental expenses related thereto, upon submission of receipts, in keeping with University travel reimbursement procedures.

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

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

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

Shift Differential
Employees who are regularly scheduled to work a shift which includes four or more hours between the hours of 6:00 p.m. and 6:00 a.m. shall be paid eighty-five cents ($0.85) per hour. Shift differential shall be paid for the following paid leave situations: vacation, holiday, health and personal leave and bereavement leave. Shift differential will not be paid during Workers’ Compensation and Short Term Disability absences or on lump sum vacation accruals upon termination.

Non-Emergency Overtime Assignments
The parties recognize the business need for non-emergency overtime assignments which may be of short duration and may cause a gap between the end of a shift and the start of such assignment. Management shall use their best efforts to maximize advance notice of such assignments and minimize the resulting gaps.
ARTICLE 21
MEAL BREAK AND REST PERIOD

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

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

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

ARTICLE 22
WAGES

2018-2019 Wage Rate Schedule
Effective 10/1/18

<table>
<thead>
<tr>
<th>Grade</th>
<th>Hire Rate (Step 1)</th>
<th>Job Rate (Step 2)</th>
<th>Hire Date Before 01/01/2004 (Step 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>T01</td>
<td>$16.98</td>
<td>$18.52</td>
<td>$20.06</td>
</tr>
<tr>
<td>T02</td>
<td>$19.59</td>
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<tr>
<td>T03</td>
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<td>$20.95</td>
<td>$23.60</td>
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2019-2020 Wage Rate Schedule
Effective 10/1/19

<table>
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<tr>
<th>Grade</th>
<th>Hire Rate (Step 1)</th>
<th>Job Rate (Step 2)</th>
<th>Hire Date Before 01/01/2004 (Step 3)</th>
</tr>
</thead>
<tbody>
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<td>T01</td>
<td>$17.41</td>
<td>$18.98</td>
<td>$20.56</td>
</tr>
<tr>
<td>T02</td>
<td>$20.08</td>
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<tr>
<td>T03</td>
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<td>$21.47</td>
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2020-2021 Wage Rate Schedule
Effective 10/1/20

<table>
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<tr>
<th>Grade</th>
<th>Hire Rate (Step 1)</th>
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</tr>
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<tr>
<td>T01</td>
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<tr>
<td>T02</td>
<td>$20.58</td>
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<tr>
<td>T03</td>
<td>$21.01</td>
<td>$22.01</td>
<td>$24.79</td>
</tr>
</tbody>
</table>

All employees will be paid in accordance with the wage schedules above for the duration of the agreement.
Hire Rate
All new employees in the bargaining unit shall be paid at the hire rate. Employees will move from the Hire Rate to the Job Rate after completion of two (2) years of service.

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

Hire Date 01/01/2004 and Prior
Employees hired into the bargaining unit prior to and including 01/01/2004 will receive the corresponding rate according to the charts above.

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

ARTICLE 24
OTHER BENEFITS
During the term of this agreement any adjustments made by the University in the current benefit programs listed below for employees not covered by a collective bargaining agreement will be duplicated for bargaining unit employees. In the event of such changes, the University will notify the Union of such changes prior to their implementation.

Group Life Insurance
Personal Accident Insurance
Cornell University Retirement Plan
Cornell Tax Deferred Annuity Plan (Voluntary)
In the event that a volunteer firefighter and/or an Emergency Medical Technician (EMT) associated with a volunteer fire company is called to a working fire or emergency during the employee’s actual scheduled working hours, the University shall compensate the employee at the employee’s regular straight time hourly rate of pay only for those emergency hours which overlap the employee’s scheduled hours. It is expected that the employee shall respond to a fire or medical emergency only when that individual’s services are necessary. The employee shall request leave from his/her supervisor before departing the workplace.
If after responding to a medical emergency or fire such employee’s service or presence is not required, the employee shall immediately return to the employee’s work assignment, provided there is time remaining in the employee’s shift.

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

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

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

**ARTICLE 26**

**UNIFORMS AND EQUIPMENT**

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

The University shall have sole discretion to determine the need and the use of equipment necessary to the performance of job duties. Issued apparel shall be replaced by the University as needed at the department’s discretion, and shall be of professional quality. Adequate inventory shall be maintained. The university will discuss and seek
input from union leadership regarding the selection of the apparel and
equipment.

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

- 6 summer uniforms
- 6 winter uniforms
- 1 winter gear outfit and head wear
- 1 set of rain gear
- 1 set of other miscellaneous equipment such as
  flashlight

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

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

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

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

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

ARTICLE 27
DIRECT DEPOSIT

Bargaining unit employees are encouraged to participate in the direct
deposit program so long as the University payday remains alternate
Thursdays.
ARTICLE 28
DURATION OF AGREEMENT

The agreement shall become effective on October 1, 2018, and shall remain in full force and effect until September 30, 2021.

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 supplement this agreement. Such written notice shall be sent by certified mail to the other party.
This agreement is entered into this 20th day of November 2018, by and between Cornell University and the International Union of Security, Police and Fire Professionals of America (SPFPA), Local 502. The parties by mutual consent can modify or change this agreement.

IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal

WITNESS WHEREOF:

In witness whereof, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

For: SPFPA

Thomas Hearn
Local 502, Vice President

For: Cornell University

Laurie Margaret Johnston
Director, Workforce Policy & Labor Relations

KT Apley
Steward

Bo Hayes
Steward
SIDE LETTER OF AGREEMENT
LABOR/MANAGEMENT COMMITMENT TO EDUCATION

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

SIDE LETTER OF AGREEMENT
LABOR/MANAGEMENT COMMITTEE

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

SIDE LETTER OF AGREEMENT
FLEXTIME

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