

**2019-2022 AGREEMENT**  
**BETWEEN**  
**CORNELL UNIVERSITY**  
**AND**  
**TEAMSTERS, LOCAL 317**

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## **ARTICLE 1: PURPOSE AND INTENT**

This agreement is between Cornell University, hereinafter referred to as the University, and Teamsters, Local 317, 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 and the Union.

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

## **ARTICLE 2: UNION RECOGNITION**

The University recognizes Teamsters Local 317 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-160843, dated October 30, 2015 and Case#3-RC-161305, dated October 30, 2015 and within the specific job classifications listed in Appendix A.

The unit shall consist of all regular full-time and regular part-time Emergency Services Representatives and Fire Protection Testers employed by the University at its Ithaca, New York campus.

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

Bargaining unit work shall only be performed by bargaining unit employees and shall be governed by the terms of this Agreement, except that this restriction shall not apply in the case of supervisors and temporary/casual employees performing unit work consistent with past practice. Work directed to non-bargaining unit supervisory and temporary/casual employees will not be assigned with the intention or effect of reducing bargaining unit work and will not result in the reduction in hours for bargaining unit employees or the layoff of bargaining unit employees.

### **Article 3: Union Security, Membership and Dues Check-Off**

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.

The University will deduct from the wages bi-weekly 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 individuals names, seniority date, and amounts deducted, and sent by electronic funds transfer. The Union shall advise the University of the amount of initiation fees and dues to be deducted. The University will notify the Union of newly hired employees covered by the Agreement, including the name, address, job classification and seniority date of such employee on a quarterly basis.

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, has either no or insufficient earnings during that week, or is on leave of absence, the employee shall make arrangements with the Union and/or Employer to pay such dues in advance.

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.

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

#### **ARTICLE 4: 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 abridgement of the rights held by management or the union, except as otherwise modified by this agreement.

## **ARTICLE 5: 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 subcontracting 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 6: NO STRIKE**

The Union agrees there will be no strike, work stoppage, work interruption, slow down, sympathy strike, picketing, boycott by the Union or any employee during the life of the Agreement.

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

## **ARTICLE 7: FAIR EMPLOYMENT PRACTICES**

The employer and the Union affirm the principle of equal employment opportunity. No person shall be denied employment on the basis of any legally prohibited discrimination involving, but not limited to, such factors as race, color, creed, religion, national or ethnic origin, marital status, citizenship, sex, sexual orientation, gender identity or expression, age, disability, or protected veteran status. Cornell University is an affirmative action/equal opportunity employer.

## **ARTICLE 8: UNION REPRESENTATION**

The employer recognizes the right of the Union to designate Stewards and alternates from the university's seniority list. The authority of Stewards and alternates shall be limited to the following duties and activities.

- The investigation and presentation of grievances to the university in accordance with the provisions of the collective bargaining agreement.
- The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers.

A Steward or alternate shall suffer no loss of wages for the time spent participating in the required meetings of the Grievance Procedure, Steps 1 through 4, as set forth in Article 13, Grievance Procedure and Arbitration. A Steward or alternate will be permitted a reasonable amount of time, normally not to exceed one-half hour without loss of pay, to confer privately with the grievant immediately prior to any scheduled grievance step meeting.

Stewards and alternates have no authority to take strike action, or any other action interrupting the employer's business. In the event of any such unauthorized action by Stewards and alternates, the Union immediately



shall use all efforts to end the strike action or any other action interrupting the University's business.

The Union shall furnish the University with a list of all Stewards and alternates and shall promptly notify the University of any changes.

For the purposes of negotiating a successor agreement the University will reimburse up to two (2) employees, one (1) from EHS and one (1) from FCS, for lost work time that cuts across the employee's regular schedule as a result of negotiating sessions with the University.

Authorized agents of the Union shall have access to the University during core hours of 8:00 AM to 4:00 PM and will notify the University at least 24 hours in advance, for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining the Agreement is being adhered to. Provided however, such authorized agents present identification and there is no interruption or disruption of the University's work or workplace; employees will be off the clock when conferring with agents of the Union.

## **ARTICLE 9: SENIORITY**

Seniority is defined as the length of time an employee has been continuously employed by the University within a bargaining unit position.

EHS and FCS shall be considered separate union seniority departments.

### **Probationary Period**

An employee is a probationary employee for the first three (3) months of their regular full-time continuous employment in this bargaining unit. An employee will not begin to accrue seniority rights until after the probationary period is completed at which time seniority will be calculated from the employee's original date of hire. The University, with the concurrence of the Union, may extend the probationary period for up

to an additional ninety (90) calendar days. Periods of temporary layoff, disability and workers' compensation shall extend the probationary period accordingly.

During their probationary period, employees shall have no seniority rights and may be terminated at the sole election of the University and without recourse to the grievance and arbitration provisions of this Agreement.

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

### **Loss of Seniority**

Continuity of service with the University shall be considered broken and seniority rights shall cease for any of the following reasons.

1. The employee resigns or is discharged for cause.
2. The employee retires from Cornell University.
3. The employee is laid off for a period of twelve (12) consecutive months.
4. The employee is absent from work for three consecutive working days without directly notifying the supervisor or the departmental administrator in keeping with departmental procedures and provided the failure to notify is not due to circumstances beyond the control of the employee.
5. The employee fails to return to work for three (3) consecutive working days, provided the failure to return to work is not due to circumstances beyond the control of the employee, after:
  - the expiration of an approved leave of absence,
  - recall from layoff,

- the expiration of vacation,
  - disciplinary suspension,
  - expiration of disability or workers' compensation status
6. The employee fails to return to employment at Cornell within one (1) year following the expiration of Short-Term Disability Leave.
  7. An employee on a continuous absence from work due to a work-related injury or illness who fails to return to work within 18 months.

## **ARTICLE 10: LAYOFF AND RECALL**

In the event the University should determine that a layoff is necessary, the University shall have the sole discretion to determine the type, number and location of the jobs to be reduced.

### **Indefinite Layoff**

All layoffs shall be initiated at the department level. Departments shall be defined as Environmental Health and Safety (EHS) and Facilities and Campus Services (FCS). Affirmative Action obligations, under existing University Affirmative Action Plans, ability to perform the work and seniority shall be considered in the event the University finds it necessary to layoff a bargaining unit employee. In instances where Affirmative Action obligations and ability to perform the work are not bearing on the layoff decision, employees shall be laid off in line with their seniority in their classification within their department, provided the employee(s) to be laid off does not have specialized knowledge or abilities required in the classification which could not be met by the remaining work force.

Other than in the case of a probationary employee the employer shall provide any employee being laid off with a minimum of thirty (30) calendar day(s) notice (not including accrued vacation time) prior to the effective date of the 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.

### **Benefits During Layoff**

An employee on layoff is entitled to a continuation of certain benefits for up to one year following the effective date of layoff as per Article 14, Other Benefits, University Benefits While on Layoff Status.

### **Recall from Layoff**

In the event of a recall the employees shall be recalled in accordance with their seniority within their classification within their department provided they can perform the work. Once recalled the employee shall be paid in accordance with Article 17, Wages. Recall rights shall expire two years from the effective date of layoff.

## **ARTICLE 11: FILLING JOB VACANCIES**

The University will post job openings which may occur in the bargaining unit(s).

If a position opening in Emergency Services becomes available during the 6-month shift rotation window, the shift that is vacated will be the one that is filled.

Barring unforeseen circumstances, posted positions shall be filled within a reasonable length of time. Upon request, the University will inform the Union regarding the status of a position.

## **ARTICLE 12: DISCIPLINE & 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.

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

Disciplinary penalties may include a verbal warning, written warning, suspension, discharge or any combination thereof and shall correspond to the severity of the matter.

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 13, Grievance Procedure.

All written statements regarding discipline shall be provided to the employee, steward and Union 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. An employee shall have the right to promptly respond in writing to any written discipline. This response will be kept with the written discipline.

Written discipline shall remain in an employee's human resources record. Prior discipline will not be used for subsequent discipline if no further disciplinary action is brought within 18 months. The life of discipline may be adjusted by mutual agreement of the parties.

## **ARTICLE 13: GRIEVANCE PROCEDURE**

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 3 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 grievant 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 1 or 2 grievance settlement shall establish precedent or practice for either the Union or the University. A grievance may be withdrawn at Steps 1 or 2 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 3 of this procedure.

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

Employees who have filed a grievance shall have the right to be present personally at any stage of the Grievance Procedure. However, an employee may waive the right to be present. The employee may be accompanied by a Union representative. Union representatives may assist employees who wish to file grievances.

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 1**

An employee who wishes to pursue a grievance must submit a completed and signed grievance form to management within five (5) working days from the date on which the cause of the complaint occurred or from the date the aggrieved employee had reason to know of its occurrence. Management will meet with the employee and/or Union

representative within five (5) working days from the receipt of the grievance form, and will provide a response within five (5) working days from the date of the Step 1 meeting.

## **Step 2**

If the immediate supervisor's answer does not resolve the grievance and the employee chooses to pursue the matter further, a written grievance may be appealed to the Associate Vice President for Facilities Management for FCS employees or the Associate Vice President for Environmental Health and Safety for EHS employees or their designee(s) within five (5) working days from the Step 1 response, setting forth the facts upon which the grievance is based, the section(s) of the Agreement alleged to have been violated and the remedy or corrections sought. The AVP or designee within ten (10) working days from the date the grievance is appealed shall meet and discuss the grievance with the employee and a Union representative. A reasonable attempt will be made to hear the grievance during normal day-time working hours, adjusting the time periods to hear the grievances for the employee's schedule, as necessary. A written answer to the grievance shall be provided to the employee and the Union representative within five (5) consecutive working days after the date of the Step 2 meeting.

## **Step 3**

If the grievance is not resolved in Step 2, the Union representative may appeal the grievance in writing to the Director of Workforce Policy and Labor Relations within five (5) consecutive working days of receipt of the Step 2 answer. The appeal shall include the reason for disagreement of the Step 2 response. The Director of Workforce Policy and Labor Relations or his/her representative will meet with the Union within ten (10) working days from the appeal to Step 3 and will provide the Union with a written answer on the appeal within ten (10) working days of this meeting.

## **Grievance Mediation**



Upon mutual agreement, the University and the Union will 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.

#### **Step 4**

If the grievance remains unresolved to the satisfaction of the 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 Arbitration of the matter by submitting that demand in writing to the American Arbitration Association within ten (10) working days of the issuance of the Step 3 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, and if so, what is the remedy. 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. 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.

#### **ARTICLE 14: OTHER BENEFITS**

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

The benefits are as follows:

- Cornell's Health Care Plan
- Cornell University Retirement Plan (CURP)
- Cornell University Tax Deferred Annuity Plan
- Cornell Children's Tuition Scholarship
- Cornell Short-Term Disability Plan
- Cornell Long-Term Disability Plan
- Cornell Worker's Compensation Plan
- Direct Deposit
- Emergency Call-Back
- Employee Tuition and Training Program

Faculty & Staff Assistance Program  
Family Leaves for Staff (FMLA)  
Flexible Spending Accounts  
Funeral Leave  
Group Life Insurance  
Health and Personal Leave for Staff  
Holiday Time  
Inclement Weather  
Jury Duty/Court Appearance  
Leaves of Absence Without Pay  
Medical Leaves for Staff (FMLA)  
Military Leaves of Absence  
Personal Accident Insurance  
Sick Leave Conversion for Post-Retirement Health Insurance  
University Benefits While on Layoff Status  
Vacation  
Volunteer Firefighters, Emergency Medical Technician & Emergency  
Responder Leave  
Voting Time

## **ARTICLE 15: HOURS OF WORK AND OVERTIME**

The University reserves the right to establish, schedule and/or alter work schedules/shifts. The University will provide employees with as much notice as is practicable of a schedule change. For shift changes of more than two (2) weeks, the University will provide employees five (5) working days' notice. The University also reserves the right to change the pay day.

Nothing contained in this agreement will be construed as a limitation on the right of the University to require overtime.

Employees shall be paid for all hours worked in excess of forty (40) in any given pay week at one-and-one-half times their regular rate of pay. The pay week means seven (7) consecutive days beginning 12:01 a.m.

Thursday and ending at 11:59 p.m. on Wednesday. All hours paid in the pay week shall be counted for the purpose of computing overtime in that pay week. There shall be no pyramiding of overtime and/or premium pay.

The University will determine the required training for positions in the bargaining unit, the associated hours and will provide or make provisions for employees to obtain the determined hours of required training.

### **Emergency Services Representatives**

The normal schedule of work for Emergency Service Representatives will be forty (40) hours per week.

Overtime shifts will be determined at the discretion of Emergency Services Supervisor (ESS). If shift coverage is determined and needed within forty-eight (48) hours before the start of the shift(s), the ESS will make a reasonable effort to secure a volunteer.

Overtime shifts that become available and are more than forty-eight (48) hours before the start of the shift(s), the ESS will notify the Emergency Services Group of the coverage using When to Work and the overtime will be assigned on a seniority basis. In the event there are no volunteers to cover the overtime shift(s), the ESS will mandate shift coverage by reverse seniority.

No employee will be mandated to work over 16 hours in a 24-hour period.

The Emergency Services Representatives will do a shift bid once every six months to take effect July 1<sup>st</sup> and January 1<sup>st</sup>. The shift bid will be put out before June 1<sup>st</sup> and December 1<sup>st</sup> respectively to allow the group adequate time to sign up for the desired shift. The shift bid will be based on seniority as stipulated in this contract. The senior person will sign up for their desired shift first, second in seniority next, etc. After the shift pick document is posted in the Emergency Services Office and each employee is notified by email by the Emergency Services Group Supervisor each employee has 72 hours from the start of their next scheduled shift to pick their desired shift. If they do not choose within that time frame the schedule goes to the next person on the seniority list and

the skipped employee must wait until the very end of shift bid process to pick the last shift.

### **Fire Protection Testers**

The normal schedule of work for the Fire Protection Testers will be thirty-nine (39) hours a week, Monday through Friday. With reasonable notice, the Fire Protection Testers may be requested to work days other than Monday through Friday.

The University will schedule overtime as equitably as practicable among employees of the same job classification.

### **Rest Breaks**

All employees will be entitled to thirty (30) minutes of paid rest time during the shift. Supervisors shall have the authority to establish either one thirty (30) minute rest break, where necessitated by departmental operations, or two (2) fifteen (15) minute rest breaks and to determine the scheduling of such.

### **Meal Periods**

Fire Protection Testers: Employees who work more than six (6) consecutive hours shall receive one (1) uninterrupted meal break of at least thirty (30) minutes. The scheduling and length of the meal break shall be determined by the department in accordance with New York State law. The meal breaks shall be unpaid and cannot be accumulated.

Emergency Services Representatives: Due to the nature of the Emergency Services Representatives duties, meal periods will be paid time.

## **ARTICLE 16: CLOTHING/SHOES/REQUIRED APPAREL**

The employer reserves the right to designate the uniform or the clothing/shoes to be worn, and how the uniform or clothing/shoes will be provided to the unit members.

All employees are expected to report to work with proper work gear in good condition to ensure worksite safety and ready to perform their work duties. As such, employees should be properly prepared for the working and environmental conditions they will encounter while on the job.

### **Emergency Services Representatives**

At the time of hire employees will be provided with two pair of seasonal work shoes/boots. The following university-owned and approved uniformed clothing/gear will also be provided:

- Four (4) pants;
- Four (4) short sleeve work shirts;
- Two (2) white dress shirts;
- One (1) utility belt and accessories;
- One (1) EHS sweatshirt/workshirt;
- One (1) EHS name tag; and
- One (1) EHS coat
- Clothing accessories

Upon completion of one year of service, in order to maintain an appearance standard set by the department, the department will provide a replacement clothing allotment of up to \$350.00 per fiscal year which will be applied to all required and optional EHS uniform items as well as safety shoes. The allotment covers repairs and alterations with identified local vendors agreeable to both the employee and EHS. Unused allotment funds do not roll over to the next fiscal year.

The ESR annual allotment is not applied to the following items:

- EHS All Weather Jacket
- Prescription Safety Glasses (provided pursuant to current EHS policy)
- EHS Badge
- Personal Protective Equipment
- Utility Belt

Any uniformed clothing/gear that is determined to be rendered useless through usual or accidental events on the job, will be replaced by the department. Any items that are negligently lost or negligently damaged shall be replaced at the expense of the employee.

### **Fire Protection Testers**

If safety shoes are required by the employer, the employee shall be reimbursed by the employer for purchase(s) of up to one-hundred-fifty dollars (\$150.00) annually, if the employee provides an appropriate receipt.

The employer will provide FPT employees with Personal Protective Equipment and a Utility Belt. A reimbursement of up to \$250 on a bi-annual (every two years) basis will be provided for prescription safety glasses. Appropriate documentation of the purchase of such glasses is required from the employee before the reimbursement is provided.

The FPT employees will be eligible for a clothing reimbursement up to \$150 in year one. Employees must present the receipt for clothing in order to receive reimbursement.

## **ARTICLE 17: WAGES**

All employees under this Agreement shall be classified as one of the following:

- Emergency Services Representative, ES2
- Fire Protection Tester, FS2

Employees hired after the certification of the Teamsters as the bargaining agent (October 30, 2015) will be paid according to the wage schedules below. Employees hired before the certification of the Teamsters as the bargaining agent will receive a 2.5% percentage increase on October 1, 2019, October 1, 2020 and October 1, 2021 to their current wage rate.

<b>Emergency Services Representative</b>	
<b><u>Effective</u></b>	<b><u>ES2</u></b>
10/1/2019	\$22.93
10/1/2020	\$23.50
10/1/2021	\$24.09

<b>Fire Protection Tester</b>	
<b><u>Effective</u></b>	<b><u>FP2</u></b>
10/1/2019	\$18.67
10/1/2020	\$19.14
10/1/2021	\$19.62

### **Fire Protection Tester Lead Status**

Fire Protection Testers who are temporarily assigned to lead status will be paid 108% of their regular base hourly rate.

### **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 one dollar (\$1.00) per hour. Any employee who is involuntarily assigned to a shift on a temporary basis for three (3) days or more in a week shall be paid this shift differential. Shift differential shall be paid for the following paid leave situations: vacation, holiday, sick, personal, health and personal leave and bereavement leave (not on short term disability, workers' compensation or vacation buyout.)

### **Field Training Officers (Emergency Services Representatives only)**

Field Training Officers shall receive a 5% pay increase for any hours spent training new employees. In order for the field training compensation to be paid the trainer must do the following:

1. Satisfactory attendance during phase
2. Attends scheduled meetings



3. Professional relationship maintained with trainee
4. Acts as a desired role model
5. Is sincere and candid in all evaluations of the trainee

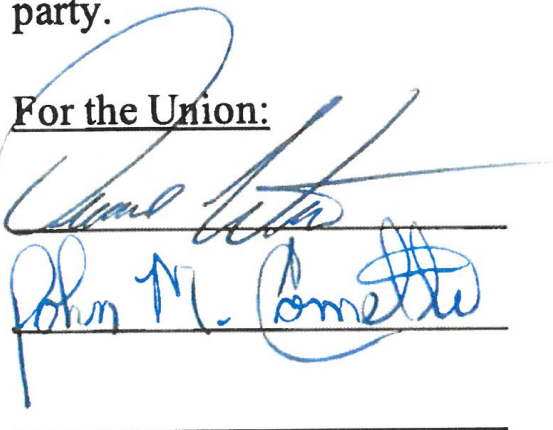
**ARTICLE 18: SEPARABILITY**

If any provision or part thereof 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 19: DURATION**

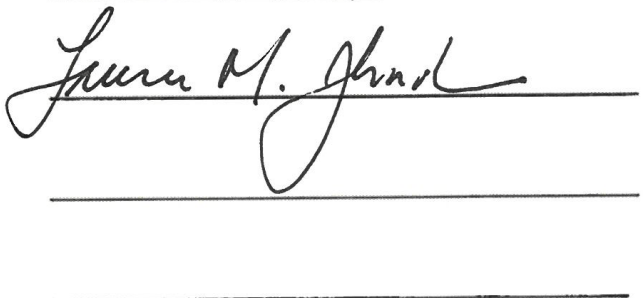
This Agreement shall remain in full force and effect from October 1, 2019 until 11:59 p.m., September 30, 2022 and, thereafter, shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least sixty (60) days prior to the termination date of this Agreement of its desire to change or modify in any way or terminate this Agreement. Such written notice shall be sent by certified mail to the other party.

For the Union:



John M. Bonetto

For the University:



Laura M. Jond

## **APPENDIX A CLASSIFICATIONS**

Emergency Services Representatives  
Environmental Health and Safety

Fire Protection Testers  
Facilities and Campus Services

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