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1 **STATEMENT OF PURPOSE**

2
3 It is the purpose of this Agreement to establish the terms and conditions of
4 employment, and to encourage a constructive, mutually respectful work-
5 ing relationship between Local 2300 and Cornell University.
6

7 The Union recognizes the educational and research mission that Cornell
8 University provides. The University recognizes the mission of Local 2300
9 in providing a collective voice for service and maintenance workers on
10 campus.
11

12 Both parties agree to strive toward resolution of conflict in a constructive,
13 mutually respectful manner. Both parties agree that full and open dialog
14 prior to decisions affecting the other is essential to a healthy relationship.
15 Both parties recognize that all Cornell staff and students deserve to be
16 treated with respect and dignity.
17

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

20
21 The University recognizes the Union as the exclusive representative for
22 the purpose of collective bargaining in respect to wages, hours and other
23 conditions of employment of all non-exempt non-academic regular full-
24 time and regular part-time service and maintenance employees located
25 within Cortland and Tompkins Counties, New York, as certified by the
26 National Labor Relations Board by case 3-RC-7939 and within the spe-
27 cific job classifications listed in Appendix A. Full-time employees shall
28 be those defined as regularly scheduled to work a minimum of thirty-five
29 (35) hours per week. Part-time employees shall be those defined as reg-
30 ularly scheduled to work a minimum of twenty (20) hours per week but
31 less than thirty-five (35) hours per week. Excluded from the unit and from
32 coverages under this Agreement are all student employees, confidential
33 employees, administrative and clerical employees, technical employees,
34 temporary and casual employees, employees represented by a certified
35 representative, agricultural employees, guards, supervisors as defined in
36 the National Labor Relations Act, and all other employees not in the clas-
37 sifications listed in Appendix A.
38

39 Temporary employees shall be limited to:

40 a. employees hired for up to six (6) consecutive months in one depart-

1 ment. Fall Break, Winter Intersession, and Spring Break shall be
2 considered a pause in service when determining six (6) months of
3 consecutive temporary service;

- 4 b. employees hired to replace other employees on a paid or unpaid leave
5 of absence, e.g., disability; and
- 6 c. employees considered temporary by special agreement between the
7 Union and the employer.

8
9 Temporary employees, other than those in (b) and (c) above, scheduled
10 to work at least 20 hours per week with a term of employment of six
11 consecutive months or longer in one department are considered regular
12 employees except for the bumping and recall provisions of Article 14,
13 Layoff and Recall.

14
15 Upon request, the University will inform the Union regarding the status
16 of a temporary position.

17
18 The University shall notify the Union whenever the University establishes
19 a new unit classification that does not correspond with any of the classi-
20 fications contained in Appendix A of this Agreement. The Union may re-
21 quest a meeting with the Director of Workforce Policy & Labor Relations
22 to discuss the classification and grade level of that position.

23
24 The University's determination of a job's classification, including its job
25 title and grade level, is final, unless it is shown to be arbitrary or capri-
26 cious, in which event the matter will be referred to Step 3 of the Grievance
27 and Arbitration Procedure, Article 11.

28
29 **ARTICLE 2**
30 **TERMS OF AGREEMENT**
31

32 This Agreement constitutes the full, complete and final understanding and
33 agreement of the parties for the duration hereof. The parties voluntarily
34 and unqualifiedly waive the right, and each agrees that the other shall not
35 be obligated, to bargain collectively with respect to any subject or matter
36 whether or not referred to or covered in this Agreement, even though such
37 subject matter may or may not have been within the knowledge or con-
38 templation of either or both parties at the time that this Agreement was ne-
39 gotiated or signed. The execution of this Agreement shall not result in any
40 abridgment of the rights retained by the University pursuant to Article 3.

1 It is agreed by and between the parties that any provision of this Agree-
2 ment which is subject to funding by the State of New York shall not be-
3 come effective until appropriate approval by the State.
4

5 **ARTICLE 3**
6 **MANAGEMENT RIGHTS**
7

8 It is agreed that the University retains all of the rights, powers and au-
9 thority possessed by the University prior to the execution of this Agree-
10 ment and that nothing in this Agreement shall be construed to limit the
11 University in any way in the exercise of these rights, except to the extent
12 that these rights are specifically relinquished, restricted or modified by the
13 express provisions of this Agreement. These rights shall include, but shall
14 not be limited to the right to:

- 15 1. determine the mission, purposes, objectives, policies, and programs
16 of the institution;
- 17 2. determine the facilities, methods, standards, and means of operation,
18 and number and qualifications of personnel required for the conduct
19 of its program;
- 20 3. determine and/or alter work schedules, hours of employment, and the
21 duties, responsibilities and assignments of employees with respect
22 hereto;
- 23 4. recruit, hire, approve, train, retain, evaluate, transfer, promote, de-
24 mote, layoff and recall employees;
- 25 5. determine or change job content, classify or reclassify positions and
26 allocate or reallocate new or existing positions;
- 27 6. discipline or discharge employees in accordance with the provisions
28 of this Agreement and rules and regulations promulgated hereunder;
- 29 7. promulgate, modify and enforce rules and regulations and qualitative
30 and quantitative standards of performance;
- 31
- 32
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- 1 8. although the University retains the right to subcontract unit work, the
2 University agrees that it will make reasonable effort to avoid employ-
3 ee layoffs where sub-contracting may eliminate unit jobs; and,
4
5 9. change existing, or introduce new equipment, operations, methods,
6 processes, means or facilities as determined to be in the best interest
7 of the University.
8

9 Nothing contained herein shall constitute a waiver of the right of the Uni-
10 versity to exercise other normal functions of management not enumerated
11 above. Furthermore, the exercise or non-exercise of rights hereby retained
12 by the University shall not be deemed a waiver of any such right or pre-
13 vent the University from exercising such rights in any way in the future.
14

15 **ARTICLE 4**
16 **UNION SECURITY**

17
18 All employees covered by this Agreement who were members of the
19 union as of July 1, 1985 shall continue to pay to the union amounts equal
20 to the union's regular fees and dues for the duration of the Agreement.
21

22 Any employee hired from July 1, 1985 and thereafter, shall be required, as
23 a condition of employment, to pay an amount equal to the union's regular
24 fees and dues for the duration of the Agreement. Employees hired prior to
25 July 1, 1985 who, on July 1, 1985 had elected not to pay dues are under
26 no obligation to become members or pay dues.
27

28 **ARTICLE 5**
29 **DUES CHECKOFF**

30
31 The University agrees to deduct an initiation fee and thereafter bi-week-
32 ly the regular Union membership dues from the wages earned by any
33 member of the Union covered by this Agreement and to remit such dues
34 monthly to the Union, provided such employee previously has signed a
35 written authorization and direction to make such deduction to the appro-
36 priate University Payroll Managers.
37

38 With each remittance, the employer will provide the Union with a list of
39 names of employees and the dates and amounts of deductions made for
40 each employee. The University shall remit the Dues Checkoff check to the

1 Union within seven (7) days of the last payroll date of the month.

2
3 In the event that an employee who has authorized payroll deductions for
4 dues, falls into arrears for one (1) month's dues or less as a result of an un-
5 paid leave of absence or layoff, the University shall deduct that amount, in
6 addition to usual dues deductions, from the employee's paycheck within
7 one (1) month following the Union's notification to the University of the
8 employee's name, social security number, the amount of dues owed and
9 the period for which they are owed. Further, the Union is required to send
10 notice to the employee via first class mail that the Union has requested
11 that the University take this deduction. The Union shall indemnify the
12 University against any and all claims, demands, suits, or other forms of
13 liability that may arise out of action taken or not taken by the University
14 at the Union's request for the purpose of complying with any of the above
15 provisions.

16
17 **Hardship Fund and VCAP Check-Off**

18 Employees shall have the option of enrolling in a voluntary Hardship
19 Fund and or VCAP Check-off. The employee shall have the right to enroll
20 in the fund or VCAP at reasonable, specified times agreed upon by the
21 Union and the University.

22
23 Enrollment shall be by written authorization signed by the employee di-
24 recting the University to make the Hardship Fund and or VCAP deduction.

25
26 **ARTICLE 6**
27 **NO STRIKE GUARANTEE**

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

37
38 In the event of any such action or interference, and on notice from the
39 University, the Union without any delay shall take whatever affirmative
40 action is necessary to prevent and bring about the termination of such

1 action or interference. Such affirmative action shall include immediate
2 disavowal and refusal to recognize any such action or interference and
3 the Union immediately shall instruct any and all employees to cease their
4 misconduct and inform them that their misconduct is a violation of the
5 Agreement subjecting them to disciplinary action, including discharge.

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

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

16
17 **ARTICLE 7**
18 **FAIR EMPLOYMENT PRACTICES**

19
20 The University and the Union recognize their mutual obligations that the
21 provisions of this Agreement be applied to all employees covered by this
22 Agreement without regard to race, color, creed, religion, age, sex, sexual
23 orientation, gender identity or expression, union activity, marital status,
24 citizenship, disability, national or ethnic origin, or protected veteran sta-
25 tus. Any employee claiming he/she was discriminated against based upon
26 one (1) of the above-noted protected categories may file a grievance at
27 Step 3 of the Grievance Procedure, Article 11 of the Agreement.

28
29 The University and Union recognize their mutual obligations under the
30 various Affirmative Action and Equal Employment Opportunity statutes
31 and regulations and labor laws.

32
33 The University and the Union will exercise their respective responsibility
34 for non-discrimination in employment rights for workers with disabilities,
35 as mandated by the Americans with Disabilities Act.

36
37 In keeping with our mutual interests to diversify the work force to be
38 more inclusive of affirmative action protected groups (i.e., minorities,
39 women, veterans and people with disabilities) at all levels, the Union and
40 the University agree to the following:

- 1 • to work together with community agencies, local educational institu-
2 tions and other resources to identify and recruit potential candidates
3 for employment
- 4
- 5 • to work jointly to guarantee access to and participation in diversity and
6 sensitivity education for members of management and the bargaining
7 unit
- 8
- 9 • to expand access to and participation in career training and equal op-
10 portunities through such programs as:
11
 - 12 • CLASP (Community Learning and Service Partnership)
 - 13 • Extramural
 - 14 • Tuition Aid
 - 15 • Employee Degree
 - 16 • Calendar Programs
 - 17 • Departmental efforts
 - 18 • On the Job Training
 - 19 • Office Professionals Program
 - 20 • Other
- 21

22 In order to meet our goals, the parties may mutually agree to waive con-
23 tractual provisions, (e.g., seniority, right to hire most qualified), on a case-
24 by-case basis.

25

26 Requests from employees seeking access to classes available through the
27 CLASP program during working hours will not be unreasonably denied.
28 Denials of such requests will be subject to grievance up to and including
29 Step 2 only.

30

31 **Diversity/Inclusion**

32 The University and the Union recognize that a diverse workforce is a
33 necessary component for the enrichment of the entire Cornell community.

34

35 The University and the Union affirm that active steps will be taken to
36 ensure that women, minorities/underrepresented groups, persons with dis-
37 abilities and veterans at all levels are represented in applicant pools and
38 the bargaining unit workforce. This representation should be in proportion
39 to their availability in the relevant labor market.

1 The University and the Union will work collaboratively to deliver information concerning career development and promotional opportunities within Cornell's workplace to our minority populations, and that the opportunity to take advantage of these programs be guaranteed to every member of the bargaining unit.

6
7 The University and the Union will work collaboratively to plan and implement educational training programs that focus on supporting diversity as well as awareness of harassment and discrimination for bargaining unit members and their supervisors.

11
12 For the duration of the contract period, the University and the Union will establish a Diversity Advocate Committee. The committee will consist of three (3) members of management, three (3) members of the bargaining unit, a representative of Office of Inclusion and Workforce Diversity, and a member of the Cornell community to be jointly selected by the University and the Union. The Committee will meet at least quarterly to uphold the principles outlined in this statement on Diversity. In furtherance of this, the Committee is empowered to review problems in hiring and promotion that depart from the spirit and letter of this statement with a view to making recommendations for their rectification; and is empowered to inventory minority and underrepresented employees to create a list of promotional opportunities. The committee shall provide reports periodically to the Director of Inclusion and Workforce Diversity and the Vice President of Human Resources who will review any recommendations and respond in writing.

27
28 **ARTICLE 8**
29 **UNION REPRESENTATION**

30
31 The University recognizes the obligation of the Union to represent employees in the bargaining unit.

32
33
34 The Union shall furnish the University with a list of all Union representatives and officers on a quarterly basis and shall promptly notify the University in writing of any change. This list shall also include the areas for which each steward and zone representative are responsible. The University shall recognize all Union representatives and officers upon official notification to the Office of Workforce Policy & Labor Relations of their election or appointment.

1 The University shall grant the Union up to two hundred (200) days an-
2 nually of unpaid leave for the purpose of conducting Union business. For
3 purposes of this provision, the employee will accrue sick leave and va-
4 cation benefits for up to ten (10) days of unpaid union business leave.
5 However, this limit shall be waived for ten (10) zone representatives, a list
6 of which shall be provided to Workforce Policy & Labor Relations on a
7 quarterly basis. Additionally, this limit shall be waived for all zone repre-
8 sentatives during negotiations. Where feasible employees will be excused
9 for such leaves provided that the University is given five (5) working days
10 of advanced notice prior to the date of the leave. The Union will provide
11 Workforce Policy & Labor Relations with advance notice of union meet-
12 ings which could result in significant requests for union business leave.

13
14 The Union shall attempt to distribute union responsibilities, paid and un-
15 paid, in an effort to minimize the impact of time away from work.

16
17 For purposes of negotiating a successor agreement, the University will
18 reimburse up to ten (10) employees for lost work time as a result of nego-
19 tiating sessions with the University.

20
21 The University will allow a union representative up to one hour of union
22 business leave to orient new bargaining unit employees.

23
24 The University shall grant up to three (3) employees a full-time leave un-
25 der the terms of the Long-Term Personal Leave of Article 22 for a period
26 of up to a calendar year for the purpose of holding a Local Union office.
27 When the employee's leave expires, the employee shall be returned to his/
28 her department to the classification and grade last held by the employee,
29 bumping the least senior University employee in that classification and
30 grade. The salary of the employee upon return shall be equal to his/her last
31 rate of pay plus any increments that may have accrued during the leave.
32 This leave is subject to annual renewal at the discretion of the University.

33
34 The Union shall notify the Director of Workforce Policy & Labor Re-
35 lations in writing of its intent, at least one calendar month prior to the
36 expiration of the leave, to either return to work, request an extension of
37 the leave, or terminate the leave.

38
39
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ARTICLE 9
SENIORITY

8 Seniority is defined as the length of time an employee has been continu-
9 ously employed by the University within the bargaining unit.

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12
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14
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16
17

Probationary Period

18 New employees shall be considered probationary employees for the first
19 90 calendar days of employment commencing with the first day of em-
20 ployment. Periods of temporary layoff, disability and workers' compen-
21 sation shall extend the probationary period accordingly. However, if an
22 employee has worked as a temporary for three (3) consecutive months
23 or more and is subsequently hired without a break in service into a bar-
24 gaining unit position in the same department with similar job duties, such
25 employee will be subject to a probationary period of thirty (30) calendar
26 days. The University may extend the probationary period for up to an ad-
27 ditional ninety (90) calendar days with the written approval of the Union
28 President, or designee. Upon satisfactory completion of the probatio-
29 nary period seniority shall commence, retroactive to the last date of hire.
30 During their probationary period, employees shall have no seniority rights
31 and may be terminated at the sole election of the University and without
32 recourse to the grievance and arbitration provisions of this Agreement.
33 If a new employee was employed as a temporary employee in a bargain-
34 ing unit position, and there is no break in service between the period of
35 temporary service and regular service, the new employee, upon success-
36 ful completion of the probationary period, shall be credited for that time
37 served as a temporary employee for the purposes of seniority calculation.
38 Fall break, winter intersession and spring break shall not be considered as
39 a break in service period for seniority purposes.

40 Any employee transferred from a position excluded from the bargaining
unit shall have no seniority if transferred into the bargaining unit. Such an
employee shall be considered a "new hire" for seniority purposes. Em-
ployees who transfer out of the bargaining unit to accept a supervisory po-
sition or other position not included in the bargaining unit shall have their
seniority frozen as of the date of transfer. Should the University desire to
return the employee to the bargaining unit, their seniority that accumulated
prior to the transfer shall be restored and they will return to any available
job to which their seniority entitles them. Any employee on layoff or ab-
sent due to work related illness or injury shall continue to accrue seniority.

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

4
5 **Loss of Seniority**

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

- 8
9 1. The employee resigns or is discharged for cause.
10
11 2. The employee retires from Cornell University.
12
13 3. The employee is laid off for a period of twenty-four (24) consecutive
14 months.
15
16 4. The employee is absent from work for three consecutive working days
17 without directly notifying the supervisor or the departmental admin-
18 istrator in keeping with departmental procedures and provided the
19 failure to notify is not due to circumstances beyond the control of the
20 employee.
21
22 5. The employee fails to return to work for three consecutive working
23 days, provided the failure to return to work is not due to circumstances
24 beyond the control of the employee, after:
25
26 • the expiration of an approved leave of absence,
27 • recall from layoff,
28 • the expiration of vacation,
29 • or disciplinary suspension,
30 • expiration of disability or workers' compensation status
31
32 6. The employee fails to return to employment at Cornell within one (1)
33 year following the expiration of Short-Term Disability Leave.
34
35 7. An employee on a continuous absence from work due to a work re-
36 lated injury or illness who fails to return to work within one (1) year
37 of a determination by a physician that the employee is permanently
38 disabled.
39
40

1 The University shall provide the Union with a master list or disk (when
2 available) of all bargaining unit employees quarterly, showing the name,
3 seniority, date of employment, classification, wage grade and department
4 of each employee.
5

6 **ARTICLE 10**
7 **FILLING JOB VACANCIES**
8

9 The University will post all job openings which may occur in the bar-
10 gaining unit.
11

12 Barring unforeseen circumstances, posted positions shall be filled within
13 a reasonable length of time. Upon request, the University will inform the
14 union regarding the status of a position if it is not filled within a reason-
15 able length of time.
16

17 The University shall regularly provide the job posting information to the
18 Union office through the University's normal distribution routine.
19

20 Whenever possible, each posting of a bargaining unit position shall indi-
21 cate whether it is an endowed or statutory position, location, grade, clas-
22 sification, and work schedule.
23

24 Qualified employee candidates are to be given preferential consideration
25 for any vacancy within the institution and, to that end, at least the two
26 most senior applicants who, in management's judgment, meet the mini-
27 mum qualifications for any vacant position, shall be interviewed and have
28 their application reviewed. Supervisors should encourage and support
29 their employee's pursuit of Cornell career opportunities. It is agreed that
30 such openings should be filled by the person most qualified to perform
31 the work. If all relevant factors such as experience and qualifications are
32 equal, then the employee with the most bargaining unit seniority will be
33 awarded the position.
34

35 If an employee has occupied a position for fewer than six (6) months, that
36 employee may request to apply for a promotion to a different department
37 through their supervisor. Lateral transfers within a department shall not be
38 considered a change of position for the purposes of this provision.
39
40

1 Any employee who has applied through normal Division of Human Re-
2 sources application procedures to a posted bargaining unit position can
3 check the status of their application on the Cornell job web site at any
4 time.
5

6 **Return to Work**

7 The University will give particular consideration in the hiring process to
8 applicants who are qualified bargaining unit members who have lost their
9 positions due to the expiration of a short term disability or workers' com-
10 pensation leave. The University and the Union mutually agree to assist
11 the employee and hiring managers in this process. This provision shall
12 apply to individuals who have seniority in accordance with items #6 and
13 #7 under Article 9, Seniority.
14

15 **Provisional Employment**

16 On an ad-hoc basis, the parties may mutually agree to identify a posted
17 position to which the most senior qualified employee applicant may be as-
18 signed to on a trial basis. The length of such trial period shall be mutually
19 agreed to by both parties. These opportunities will not be unreasonably
20 denied.
21

22 If the employer believes that the employee, as specifically demonstrated
23 by his/her performance in the position, cannot perform the job duties, then
24 such employee shall be returned to his/her former position from which he/
25 she was transferred. The employee also has the option to return to his/her
26 former position during the trial period.
27

28 The employee will be paid during the trial period in accordance with the
29 provisions outlined below.
30

31 **Promotions, Demotions, Lateral Movements and Reclassifications**

- 32 1. Any employee hired after July 1, 1994 who is promoted or reclassified
33 will be paid at the Hire Rate or Job Rate of the grade as appropriate.
34 The reverse shall apply in the case of a demotion.
35
- 36 2. Any employee hired before July 1, 1994 who is promoted or reclassi-
37 fied will remain in the same Step in the higher grade and will be paid at
38 the rate for that Step for which the employee is promoted. The reverse
39 shall apply in the case of a demotion.
40

- 1 3. An employee who moves laterally will remain at the same base hourly
2 rate.
3

4 **ARTICLE 11**
5 **GRIEVANCE PROCEDURE AND ARBITRATION**
6

- 7 1. "Grievance" within the meaning of the Agreement shall be defined
8 as any matter involving the interpretation or application of this
9 Agreement which alleges a violation of the rights of an employee or
10 the Union under the terms of this Agreement.
11
- 12 2. Whenever an employee refuses or fails to initiate a grievance upon
13 occurrence of an alleged violation of the rights of that employee un-
14 der the terms of this Agreement, the Union may file a grievance in
15 the name of the employee at Step 2 of the Grievance Procedure.
16
- 17 3. When the Union alleges that the University has applied or interpret-
18 ed the terms of the Agreement so as to allegedly violate employee's
19 rights under the terms of the Agreement, the Union may initiate the
20 grievance at Step 3 of the Grievance Procedure.
21
- 22 4. When a grievance arises from the alleged violation of a provision
23 of this Agreement that specifically provides for the grievance to be
24 initiated at Step 3 of the Grievance Procedure, the grievance will be
25 reduced to writing by the employee or a Union representative and
26 submitted to the Office of Workforce Policy & Labor Relations.
27
- 28 5. An employee grievant(s) (no more than three (3)) and/or one Union
29 representative participating in the required meetings of the Griev-
30 ance Procedure, Steps I through 4 inclusive, as set forth in Section
31 I3 of this Article, during working hours shall suffer no loss of wages
32 for the time spent in such meetings. Whenever possible grievance
33 meetings shall be scheduled during the grievant's normal working
34 hours, at a mutually convenient time.
35
- 36 6. In no instance shall a grievance be filed after ten (10) working days
37 from the date of its occurrence or reoccurrence. Any grievance not
38 processed at each level within the number of working days specified
39 herein shall be regarded as settled on the basis of the University's
40 most recent answer. If the University should fail to observe the time

1 limits in a specific step, the grievance may be appealed to the next
2 step or the Union may wait for the University's response. "Working
3 Day" within the meaning of this Article shall be defined as Monday
4 through Friday, excluding all paid holidays.
5

- 6 7. Settlements through Step 2 of the Grievance Procedure shall not
7 establish a precedent or practice for either party. The Union may
8 amend a grievance at Step 3 of the Grievance Procedure to correct
9 inaccuracies such as incorrect Article citation or statements of remedy.
10 The Union may withdraw a grievance at any step without prejudice
11 or precedence.
12
- 13 8. Initial steps and time limits in the Grievance Procedure may be
14 waived by written mutual agreement of both the University and a
15 Union representative.
16
- 17 9. No employee shall be discriminated against for participating in the
18 Grievance Procedure.
19
- 20 10. Where an employee's presence as a witness is required during the
21 adjustment of a grievance or during arbitration, the University shall
22 excuse that employee from work. Neither party, however, shall be responsible
23 for the expense of witnesses called by the other, including
24 lost work time. Witnesses called by mutual agreement in advance of
25 the witness appearance shall not lose pay.
26
- 27 11. Employees who have filed a grievance shall have the right to be present
28 personally at any stage of the Grievance Procedure. However,
29 an employee may waive the right to be present. The employee may
30 be accompanied by a Union representative. Union representatives
31 may assist employees who wish to file grievances. The grievant(s)
32 and Union representative(s) will be permitted a reasonable amount
33 of time, normally not to exceed one-half (1/2) hour without loss of
34 pay, to confer privately immediately prior to any scheduled grievance
35 step meeting.
36
- 37 12. At each step of the grievance procedure, each party shall present the
38 facts and documents known to the party at the time to support its
39 position on the grievance.
40

1 13. All grievances shall be processed and settled in conformity with the
2 following procedure:
3

4 Step 1. All grievances must first be discussed by the employee with
5 his/her immediate supervisor with or without a Union rep-
6 resentative present and the grievant or the Union represen-
7 tative must make known to the supervisor that such a dis-
8 cussion is intended as a Step 1 grievance. The supervisor
9 shall respond to the employee and the Union representative
10 when involved, as soon as possible, but no later than three
11 (3) working days from the date the grievance was discussed.
12

13 Step 2. If the immediate supervisor's oral answer does not resolve
14 the grievance and the employee chooses to pursue the mat-
15 ter further, it shall be reduced to writing setting forth the
16 facts upon which the grievance is based, the section(s) of
17 the Agreement pursuant to which the employee's rights are
18 alleged to have been violated, the reason for disagreement
19 of the Step 1 response, and the remedy or correction sought,
20 and within five (5) consecutive working days from receipt of
21 the oral answer be appealed to the department head or desig-
22 nated representative. The department head or designee shall
23 within five (5) consecutive working days from the date the
24 grievance is appealed meet and discuss the grievance with
25 the employee and a Union representative. A written answer
26 to the grievance shall be provided to the employee and the
27 Union representative within five (5) working days after the
28 date of the Step 2 meeting.
29

30 Step 3. If the grievance is not resolved in Step 2, the Union repre-
31 sentative may appeal the grievance in writing within five (5)
32 consecutive working days of receipt of the Step 2 answer.
33 The appeal shall include the reason for disagreement of the
34 Step 2 response. Within twenty (20) working days from the
35 date the grievance was appealed to Step 3, a meeting shall
36 be held between the Director of Workforce Policy & Labor
37 Relations or a designee and three (3) persons the Director
38 of Workforce Policy & Labor Relations determines may
39 assist in the resolution of the grievance, and a designated
40 International Representative, the Local President, a Union

1 representative and the aggrieved employee. The Director of
2 Workforce Policy & Labor Relations shall provide the In-
3 ternational Representative, the Local President, the grievant
4 and the Union representative with a written answer on the
5 appeal within ten (10) working days of the meeting.
6

7 Step 4. If the grievance remains unresolved after the Step 3 answer
8 from the Director of Workforce Policy & Labor Relations,
9 the designated International Representative or Local Presi-
10 dent may appeal the grievance to arbitration by submitting
11 an official written notice to the American Arbitration Ass-
12 ociation and the Director of Workforce Policy & Labor Re-
13 lations within twenty (20) working days from receipt of the
14 Step 3 answer. Such request for arbitration shall include the
15 specific provision(s) of the Agreement alleged to be violated
16 as stated in Step 3, as well as the reason for disagreeing with
17 the prior step decision.
18

19 **Arbitration**

20 The selection of an arbitrator and arbitration proceedings shall be con-
21 ducted under the then current Labor Arbitration Rules of the American
22 Arbitration Association.
23

24 The jurisdictional authority of the arbitrator is defined and limited to the
25 determination as to whether there have been violations of the provision
26 or provisions of the Agreement as set forth in the written grievance; the
27 arbitrator shall have no power to add to, subtract from, or modify any of
28 the terms of this Agreement. The decision of the arbitrator shall be based
29 exclusively on evidence presented at the arbitration hearings and shall be
30 final and binding on all involved parties.
31

32 Where the decision of the arbitrator includes an award for back pay, back
33 wages shall be limited to the amount of wages that the employee other-
34 wise would have earned less any unemployment compensation or other
35 additional interim payments or compensation.
36

37 The parties shall bear their own expenses and share in the arbitrator's fee
38 and expenses equally. Each party shall be responsible for the expenses of
39 its witnesses and representatives, except as provided in Section 5 of this
40 Article. Either party may be represented by counsel.

1 Except as otherwise provided for in this Agreement, the University may
2 temporarily fill any position pending the resolution of the grievance.
3

4 **Grievance Mediation**

5 Upon mutual agreement, the University and the Union will request a Fed-
6 eral Mediator from the Federal Mediation and Conciliation Service for
7 the purpose of grievance mediation. This process may be implemented
8 with mutual agreement prior to filing for Arbitration, or in the time frame
9 between the filing for Arbitration and the Arbitration proceedings. In the
10 event Grievance Mediation is chosen prior to filing for Arbitration, the
11 time limits for filing for Arbitration will be extended to accommodate
12 the Grievance Mediation process. The decision/ recommendations of the
13 Federal Mediator shall not be binding on either party and may not be
14 introduced in any subsequent arbitration proceedings.
15

16 **Grievance Reinstatement**

17 In those instances where the International Union, UAW by either its Exec-
18 utive Board, Public Review Board, or Constitutional Convention Appeals
19 Committee has reviewed the disposition of a grievance and found that
20 such disposition was improperly effected by the Union or a union repre-
21 sentative involved, the International Union may inform the University in
22 writing that such grievance is reinstated in the grievance procedure at the
23 step at which the original disposition of the grievance occurred. Griev-
24 ants may also appeal their grievance disposition as outlined in the UAW
25 Constitution, Article 33. In the event such appeal is upheld, the grievance
26 will be reinstated the same as above. This process must be initiated within
27 forty-five (45) days of the disposition of the original grievance and must
28 be concluded within ninety (90) days thereafter. Grievances may only be
29 appealed once.
30

31 **ARTICLE 12** 32 **DISCIPLINE AND DISCHARGE** 33

34 The University and the Union agree to a procedure of progressive disci-
35 pline. The parties adhere to the principle that discipline has the objective
36 of improving the future performance of the employee.
37

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

1 in which case the University agrees to advise the employee of the right to
2 have a union representative present.

3
4 An employee may be disciplined only for cause. Employees have the right
5 to union representation during any meeting that might lead to discipline or
6 during a disciplinary meeting.

7
8 The steps in the procedure of progressive discipline shall include oral
9 warnings, written warnings, suspensions and discharges.

10
11 Referral to the Faculty and Staff Assistance Program (FSAP) is not a re-
12 quired step of the disciplinary procedure.

13
14 Situations involving major infractions or offenses shall be exempted from
15 progressive discipline and may subject an employee to discipline, includ-
16 ing discharge, regardless of the employee's prior record.

17
18 Management shall use its best efforts in appropriate cases to have a union
19 representative present during an investigatory meeting that could lead
20 to discipline as well as when employees are issued a suspension or dis-
21 charge. Failure to give advanced notice to the union shall not be an issue
22 in any grievance related to the suspension or discharge. In all cases, how-
23 ever, the union shall receive a copy of the written warning, suspension
24 or discharge via email, fax or US mail to the President of Local 2300 at
25 the Union office, as soon as possible after the issuance to the employee.

26
27 Suspension of a full day or longer shall be served in full day increments
28 unless departmental needs require otherwise.

29
30 Any employee who has been given a written warning or disciplined in
31 any manner or discharged may file a written grievance with or without the
32 assistance of a specified union representative and initiate the grievance
33 at Step 2 of the Grievance Procedure. The meeting with the department
34 head shall take place within five working days from the date of the written
35 grievance. Such grievances must be filed within ten working days from
36 the date of the University's action.

37
38 An employee shall sign written disciplinary warnings indicating that he/
39 she has received a copy. Signing does not mean that the employee agrees
40 or disagrees with the written disciplinary warning. If the employee is

1 unable to sign the statement, a union representative for that department
2 shall sign on behalf of the employee. The employee shall have a right to
3 promptly respond in writing to any written discipline. This response will
4 be kept with the written discipline.

5
6 In imposing discipline on a current charge, the University will not take
7 into account any prior infractions that occurred more than twenty-four
8 (24) months prior to the date of the current infraction. Periods of disability
9 and workers' compensation of greater than thirty (30) days shall extend
10 the life of discipline.

11
12 Probationary employees shall be exempt from the provisions of this Ar-
13 ticle.

14
15 **ARTICLE 13**
16 **HEALTH & SAFETY**

17
18 The University shall continue to comply with all applicable federal, state
19 and local occupational health and safety laws for the protection of the
20 health and safety of the employee. To this end, all employees shall receive
21 paid health and safety training for all aspects of their job.

22
23 Employees shall comply with safety rules established by the University.

24
25 The University shall continue to supply and require the use of special
26 health and safety equipment (except boots and shoes) without cost, where
27 established by law or where a need is determined by the department, or
28 Environmental Health and Safety.

29
30 Employees are encouraged to report health and safety concerns to imme-
31 diate supervisors. Issues will be forwarded to the appropriate office and a
32 response will be provided within a reasonable time. No employee shall be
33 punished or in any way adversely affected because he or she raises health
34 and safety concerns.

35
36 Up to three (3) bargaining unit employees selected by the union shall
37 participate in the Joint Health & Safety Committee. This committee shall
38 meet periodically but at least quarterly with The Office of Environmental
39 Health & Safety and others the University deems appropriate to discuss
40 relevant health and safety concerns, to share educational information, on-

1 going and planned safety and training programs information, and to es-
2 tablish joint priorities for future safety and training programs. The agenda
3 shall be set jointly in advance for each meeting, and at least once each
4 year to establish future priorities. These three (3) employees shall suf-
5 fer no loss of wages for time spent in such meetings or training sessions
6 during working hours. Any alleged health and safety violations shall be
7 reviewed by this committee, or discussed by the Union and the University,
8 prior to involving any outside parties.

9
10 The University shall make reasonable efforts to notify the Union of se-
11 rious work related accidents or illnesses that have come to the attention
12 of Workforce Policy and Labor Relations or Environmental Health and
13 Safety.

14
15 The Union may file alleged violations of this Article at Step 1 of the
16 Grievance Procedure and Arbitration of this Agreement. In addition, the
17 Union and the University shall establish a joint ad hoc committee, three
18 (3) to be designated by each party, to investigate the grievance after it has
19 been filed at Step 3, unless the Union and University mutually agree to
20 waive committee involvement. Should the Committee be unable to rec-
21 ommend an acceptable remedy to the grievance, the grievance shall be
22 heard at Step 3 of the Grievance Procedure. The Union may involve an
23 International Health and Safety Representative who may investigate the
24 matter and/or attend the hearing. If still unresolved, the grievance may be
25 taken to arbitration.

26
27 Time spent by the Union's committee members shall be covered under the
28 provisions of Section 5 of the Grievance and Arbitration Procedure Article.

29
30 **ARTICLE 14**
31 **LAYOFF AND RECALL**

- 32
33 1. In the event the University should determine that a layoff is neces-
34 sary, the University shall have the sole discretion to determine the
35 type, number and location of the jobs to be reduced.

36
37 **Indefinite Layoff**

- 38 2. Notice shall be provided in the following manner to employees who
39 have completed the probationary period. A copy of the layoff letter
40 will be sent to the Union.

- 1 a. In cases of less than ten (10) years of service, employees shall
2 receive written notification within a minimum of thirty (30) cal-
3 endar days (not including accrued vacation time) prior to the ef-
4 fective date of the layoff.
5
- 6 b. In cases of ten (10) or more years of service, employees shall
7 receive written notification of layoff within a minimum of sixty
8 (60) calendar days (not including accrued vacation time) prior to
9 the date of layoff.
- 10
- 11 c. When minimum notification, as described above, is not possi-
12 ble, the employee will receive, in lieu of notice, pay equal to the
13 amount he/she would have received had notice been possible, in
14 addition to any accrued vacation pay.
15
- 16 d. When employees receive notice of layoff as provided for above,
17 Division of Human Resources will give the employees special as-
18 sistance throughout the layoff period in identifying other jobs the
19 employees may be able to perform.
20
- 21 3. The about to be laid off seniority employee has the option of replac-
22 ing probationary employees in any classification or department pro-
23 vided he/she meets the necessary job prerequisites.
24
- 25 4. All layoffs shall be initiated at the department level in the following
26 order:
27
- 28 a. Employees shall be laid off in line with their seniority in their
29 wage grade and classification within a department, provided the
30 employee(s) to be laid off does not have specialized knowledge or
31 abilities required in the classification which could not be met by
32 the remaining work force.
33
- 34 b. An employee laid off under (a) above may displace the least se-
35 nior employee in a lower wage grade in the same classification
36 within his/her department, provided the employee who might be
37 displaced does not have specialized knowledge or abilities re-
38 quired in that classification and not possessed by the laid off em-
39 ployee. An employee shall not be required to fill a position with
40 fewer than their present standard hours of work.

1
2 When an employee moves into a new position, that employee
3 shall be placed in their corresponding pay rate within the grade.
4

- 5 c. An employee who is laid off in accordance with (a) and/or (b) of
6 the paragraphs above and whose seniority is greater than another
7 employee at the same grade or in a lower grade may make written
8 application during the 30 days immediately following notice of
9 layoff to the Director or Workforce Policy & Labor Relations list-
10 ing the classifications the employee believes he/she may be able
11 to perform. Such list of classifications shall be considered in the
12 following order:
- 13 • the least senior employee in the classification and grade from
14 which the employee was laid off
 - 15 • the least senior employee in other classifications at the grade
16 equal to that from which the employee was laid off
 - 17 • the least senior employee in the same classification at a lower
18 grade than that from which the employee was laid off
 - 19 • the least senior employee in other classifications at a lower
20 grade than that from which the employee was laid off
21

22 NOTE: Under the provision of section c. above:

23 An employee shall not be required to fill a position with fewer than their
24 present standard hours of work. Standard hours of work for purposes of
25 this section will include weekly and/or yearly basis. Contract College em-
26 ployees will not be required to fill an Endowed position and Endowed
27 employees will not be required to fill a Contract College position.
28

29 As soon as possible but within thirty (30) calendar days from receipt of
30 the employee's list, the University shall make the decision as to whether
31 or not the employee is able to perform the work of the listed position
32 either immediately or within one (1) week of appropriate familiarization,
33 and notify him/her. Where the University determines that the employee is
34 able to displace, the employee shall be placed in that position in keeping
35 with the notice requirements of paragraph 2 of this Article. By mutual
36 agreement of the parties, the time limits may be extended.
37

38 In exercising their section (c) rights above, employees are expected to
39 respond in a timely manner to both the Union and management when
40 requests for information are made by either or both parties in their admin-

1 istration of this process. After notice, those employees who fail to respond
2 in a timely manner will be deemed to have withdrawn from this process.

3
4 The parties agree that placement of a qualified laid off employee into an
5 available vacancy is preferable to displacement of another employee. To
6 that end, and in order to avoid displacing another employee, the parties
7 agree that bargaining unit vacancies for which the laid off employee is
8 qualified represent additional employment possibilities for consideration.

- 9
10 5. Return to work in formerly held classifications: When the work force
11 increases after a layoff, employees shall be entitled to be placed in
12 openings in accordance with their seniority provided they can per-
13 form the work. Employees who have not been returned to the highest
14 rated wage grades and classifications worked in prior to layoff shall
15 be returned to those wage grades and classifications as soon as an
16 opening occurs in line with their seniority. Employees who have been
17 placed in other departments or who have been laid off completely
18 from the University must make a written request to initiate these
19 rights to the Director of Workforce Policy & Labor Relations. Such
20 rights will expire two (2) years from date of layoff. Employees who
21 have been placed at a lower grade within the department from which
22 they were laid off shall have such rights for three (3) years from date
23 of layoff unless the employee fails to exercise his/her right to return
24 to a known vacancy. Employees are presumed to be aware of posi-
25 tions posted on the Jobs at Cornell Careers website.
26
27 6. Whenever an employee returns from layoff to a different wage grade
28 and classification than the job held prior to layoff, the employee shall
29 be placed in their corresponding pay rate within the grade.
30
31 7. Benefits During Layoff: An employee on layoff is entitled to a con-
32 tinuation of certain benefits for up to one year following the effective
33 date of layoff. These benefits are listed in Other Benefits, Article 34,
34 as University Benefits While on Layoff Status.
35
36 8. Layoff and recall of specified Union representatives and officers:
37 The Union shall identify sixteen (16) specified Union representatives
38 and four (4) Union officers (Local Union President, Vice President,
39 Financial Secretary/ Treasurer and Recording Secretary) who shall
40 have preferential seniority. Accordingly, they shall be the last em-

1 ployees to be laid off within their respective classifications at their
2 same grades or lower grades. In the event these specified representa-
3 tives and officers are on layoff, they will be the first to be recalled to
4 any unit position provided they are able to perform the work.

5
6 It shall be the responsibility of the Union to maintain and update the
7 preferential seniority list and to provide a copy to the Director of
8 Workforce Policy and Labor Relations at least semi-annually. Only
9 those employees on the preferential seniority list shall be eligible for
10 its conditions.

- 11
12 9. Temporary Layoff: In the event that it is necessary to lay off employ-
13 ees on a temporary basis, not to exceed ninety (90) calendar days, the
14 University shall notify the employees to be affected and the Union.
15 Whenever feasible the University shall provide one week advance
16 written notice for a layoff in excess of thirty (30) days. A copy of the
17 layoff letter will be sent to the Union. Senior employees may request
18 such layoffs. Departments shall have sole discretion in granting such
19 requests. Such requests shall be granted in order of seniority starting
20 with the most senior employee except where specialized knowledge
21 or abilities cannot be met by the remaining work force.

- 22
23 10. Temporary Employment - Winter Intersession: The University agrees
24 to make a good faith effort to locate temporary employment and to
25 work with those employees who are not scheduled to work during the
26 winter intersession who notifies the University in writing that they are
27 seeking employment during this period.

28
29 The representatives of the University agree to meet with the Union
30 prior to the winter intersession period to discuss temporary employ-
31 ment opportunities for employees laid off during this period. Both
32 parties recognize that such opportunities will be limited.

33
34 Employees hired to work in a temporary position during winter inter-
35 session shall be paid their regular rate of pay, but no more than the
36 maximum of the applicable bargaining unit wage grade.

37
38 Employees laid off during the winter intersession period in the Stu-
39 dent and Campus Life and Statler Hotel may use one day of accrued
40 sick leave during this period as leave with pay.

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ARTICLE 15
PERSONNEL FILES

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Division of Human Resources shall maintain the official personnel file for each employee. The University shall use personnel files for University-related activities. Information from the personnel files shall not be made available to anyone outside the University and shall be held in the strictest confidence unless the employee grants written permission or unless the University is required by law or subpoena, or unless the information in an employee's personnel file is requested by the Union in the processing of a grievance, provided that employee's file has relationship to the grievance in question.

29
30
31
32
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34

Employees may arrange to examine materials in their personnel file by making an appointment with a representative from Division of Human Resources.

35
36
37
38
39
40

Where an employee authorizes a representative to obtain information from that employee's personnel 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 Workforce Policy & Labor Relations representative of Division of Human Resources, to arrange an appointment to examine the employee's personnel file. Examination of the file shall be done in the presence of a Workforce Policy & Labor Relations representative. All written authorizations to examine an employee's personnel file shall become a part of that file.

The University shall bill the union or the employee for copying costs when the request exceeds five (5) copies per year per employee.

ARTICLE 16
TOOLS

Employees shall not be required to use their personal hand tools in the performance of their jobs. The University, through the College and/or Department, shall determine the need for, type, number and quality of the hand tool(s) to be used. The University reserves the right to require the use of University provided tools. An employee may use hand tools that

1 are the personal property of the employee if the employee has received
2 supervisory approval.

3
4 An employee who loses a University hand tool through negligence or
5 damages a University hand tool through misuse, other than normal wear,
6 may be subject to discipline.

7
8 The University shall be liable for lost, stolen or damaged hand tools that
9 are the personal property of employees if the employee has received su-
10 pervisory approval for the use of personal hand tools and the employee
11 exercised reasonable care for those hand tools. In any instance the Univer-
12 sity's liability for lost, stolen or damaged personal hand tools owned by
13 the employee shall be the amount of their replacement value.

14
15 **ARTICLE 17**
16 **REQUIRED APPAREL**

17
18 The University may establish reasonable rules pertaining to employee
19 dress and may require the wearing of particularized apparel, such as a
20 uniform.

21
22 The University shall provide such required particularized apparel. Em-
23 ployees permitted to wear such clothing off the premises shall be respon-
24 sible for laundering. Where the employee is not allowed to wear such
25 apparel off the premises, the University shall allow a maximum of five
26 (5) minutes changing time at the beginning and end of each regularly
27 scheduled shift.

28
29 Where employees are required to wash-up, they shall be given a maxi-
30 mum of ten (10) minutes to wash-up and change. Where a work unit has
31 a current practice of an authorized wash-up, such practice shall be contin-
32 ued within the limits set forth in this Article. Extra time may be allotted at
33 the discretion of management.

34
35 The University will make a reasonable monetary reimbursement for
36 clothing rendered useless through unusual or accidental events on the job.
37 The University will not reimburse employees for clothing worn out by
38 normal wear and tear. Each case will be considered on the basis of the
39 circumstances surrounding it. While the decision to determine the appli-
40 cation of this provision in each case is the University's, the employee

1 may grieve a denial to the third step of the Grievance Procedure for final
2 disposition by the parties. Such matters shall not be arbitrable.

3
4 Where the use of safety shoes or boots is required by the department
5 and the department chooses not to provide them, the University shall re-
6 imburse the employee for the purchase of safety boots or shoes up to
7 one-hundred-forty-three-dollars (\$143) per year for the remainder of the
8 Agreement.

9
10 **ARTICLE 18**
11 **VEHICLE ALLOWANCE**

12
13 It shall be the responsibility of the University to notify an employee prior
14 to hire or prior to appointment to a new position if intermittent or regular
15 access to a personal motor vehicle will be a condition of employment.

16
17 **Intermittent Use of Motor Vehicle**

18 An employee shall be reimbursed for such personal vehicle in accordance
19 with University policy in keeping with IRS regulation. The University
20 reserves the right to verify mileage claims by reading the odometer of the
21 vehicle used by the employee. Any falsification of mileage claims shall
22 subject the employee to disciplinary action.

23
24 **Regular Access to Motor Vehicle**

25 Regular access to motor vehicle is defined as requiring the presence of
26 an employee's personal motor vehicle at the University during the sched-
27 uled hours of work and regularly requiring its use in excess of fifty miles
28 per week. An employee using a personal motor vehicle under the reg-
29 ular access category shall be paid a monthly vehicle use allowance of
30 one-hundred-nineteen-dollars (\$119) for the remainder of the Agreement.
31 Employees who meet the requirements of this paragraph who drive less
32 than 50 miles but more than twenty-five (25) miles per week, shall be
33 paid a monthly vehicle use allowance of seventy-seven-dollars (\$77) per
34 year remainder of the Agreement. The monthly allowance shall be re-
35 duced by one-fourth (1/4) for each full week not worked within any cal-
36 endar month. Employees currently receiving a vehicle use allowance shall
37 continue to be paid according to the terms of the provision for Regular
38 Access to Motor Vehicle, so long as one of the two (2) criteria set forth in
39 this provision is maintained. Otherwise the employee shall be reimbursed
40 under the provision for Intermittent Use as set forth above.

1 **Maintenance Mechanics**

2 Maintenance Mechanics other than those departments that have a separate
3 sub-council agreement shall be paid a monthly vehicle use allowance
4 bi-weekly when they are regularly required to use their personal motor
5 vehicle in excess of fifty (50) miles per week in the performance of their
6 work duties. The monthly amount shall be one-hundred-twelve-dollars
7 (\$112) for the remainder of the Agreement. The bi-weekly allowance
8 shall be reduced by one-half (1/2) for each full week not worked within
9 each bi-weekly period

10
11 In all cases where employees are required to use their personal vehicles,
12 such vehicles will be registered with the University and conform with
13 University vehicle and parking regulations. The University reserves the
14 right to provide and require the use of alternate methods of transportation
15 other than personal vehicles.

16
17 All employees required to use their personal vehicle to drive to and from
18 worksites shall be provided with appropriate permits.

19
20 **ARTICLE 19**
21 **FLEXIBLE WORKING HOURS**
22

23 The University shall consider employee requests for flexible working
24 hours. Departments shall review such requests based upon a department's
25 determination that it would be able to sustain its work flow and/or meet
26 its requirements. While the decision to grant such requests is the University's,
27 the employee may grieve a denial of such a request to the Third Step
28 of the Grievance Procedure for final disposition by the parties.
29

30 **ARTICLE 20**
31 **MEAL BREAKS AND REST PERIODS**
32

33 **Meal Breaks**

34 Employees who are required to work more than six (6) consecutive hours
35 shall receive one (1) uninterrupted meal break of at least thirty (30) minutes.
36 The meal break shall be taken after the employee has worked a minimum
37 of four (4) hours so long as such break is in accordance with New
38 York State Law. The scheduling and length of the meal break not to exceed
39 one (1) hour shall be determined by the department in accordance with
40 New York State Law. The meal break shall be taken on the employee's

1 time and is not included in the standard work week.

2
3 Due to operational needs, Dining and Statler employees who work a shift
4 which begins before 11 a.m. and ends no later than 8:30 p.m. can be sched-
5 uled by the University without a 2nd unpaid meal break period between 5
6 p.m. and 7 p.m. Schedule changes will be made in accordance with Article
7 35, Hours of Work and Overtime.

8
9 **Rest Periods**

10 All employees will be entitled to thirty (30) minutes of paid rest time
11 during the day. Department heads shall have the authority to establish
12 either one (1) thirty (30) minute rest period, where necessitated by de-
13 partmental operations, or two (2) fifteen (15) minute rest periods and to
14 determine the scheduling of such period(s).

15
16 An employee shall be entitled to take one fifteen (15) minute paid rest
17 period for each four (4) hours of overtime worked.

18
19 Meal and rest periods cannot be accumulated.

20
21 **ARTICLE 21**
22 **CONSULTATION ON WORKING CONDITIONS**
23

24 Where new or additional equipment affecting employees is required, the
25 University agrees that it will consult the affected employees as early as
26 possible prior to its purchase or rental. Where the University plans major
27 renovation and/or reorganization of the physical plant or where a perman-
28 ent change is considered in the location of work areas or in work proce-
29 dures, the University agrees that the affected employees will be consulted
30 as early as possible prior to implementation of those changes. It is under-
31 stood, consultation refers to the asking of advice or opinion of affected
32 employees in such a manner so they will have a meaningful effect on the
33 decisions made by the University. The employee may grieve the denial of
34 such consultation to Step 3 of the grievance procedure for final disposition
35 by the parties. This article is not arbitrable. Issues affecting health and
36 safety and/or ergonomic considerations in the work place may be brought
37 to the joint health and safety committee.

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ARTICLE 22
LEAVE OF ABSENCE WITHOUT PAY

Short-Term Personal Leave

All regular full-time and part-time employees may be eligible for a short-term personal unpaid leave after completion of their probationary period. Short-term personal leaves may be requested for up to ninety (90) calendar days. The employee's position will be held open for the duration of the short-term leave. The request must state the reason for the leave and the length of leave. Seniority will continue to accrue during the leave.

Requests for short-term personal leaves are granted solely at the discretion of the department. Any request for a short-term personal leave which is denied may be grieved directly to Step 3 of the Grievance Procedure, but shall not be arbitrable.

Long-Term Personal Leave

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

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

- Government service (elective office)
- Educational purposes
- Extended vacation (following five (5) years of University service)
- Sickness and disability
- Settlement of an estate
- Travel to accompany spouse on sabbatic
- Domestic responsibilities
- Other reasons deemed appropriate by the University

The employee is required to submit a written request for a long-term unpaid personal leave through the department head to the College/Unit Human Resource Representative stating the reason for the leave and

1 length of leave. The request for a long-term unpaid personal leave must be
2 made at least two (2) weeks in advance of the first day of leave. Whenever
3 employees exhaust their Short-Term Disability Plan benefits and applica-
4 tion for Long-Term Disability Plan benefits is still pending, the employee
5 shall be automatically placed on a Long-Term Personal Leave for the in-
6 terim period up to a maximum of one (1) year.

7
8 Cornell Children’s Tuition Scholarship will be continued until the end of
9 the term in which a leave begins, then discontinued until the employee
10 returns to regular University service.

11
12 Requests for unpaid long-term personal leave are granted entirely at the
13 discretion of the department head in conjunction with the College/Unit
14 Human Resource Representative. Denials shall not be unreasonable.

15
16 **General Provisions For Short-Term And Long-Term Unpaid Person-
17 al Leaves**

18 Accrued vacation must be exhausted before a long term unpaid personal
19 leave begins. An employee shall not be eligible for sick leave or disabili-
20 ty benefits while on an approved unpaid personal leave. Sick leave and
21 vacation will not accrue while an employee is on unpaid personal leave.
22 If the employee returns to active employment at the University within
23 the limits specified by the unpaid leave of absence agreement, sick leave
24 shall be restored to its former level and the employee’s wage rate will be
25 determined according to their frozen seniority.

26
27 Acceptance of any employment inconsistent with the unpaid leave will
28 result in termination of the unpaid leave and may result in discipline.

29
30 **ARTICLE 23**
31 **VOLUNTEER FIREFIGHTER AND**
32 **EMERGENCY MEDICAL TECHNICIAN LEAVE**
33

34 In the event that a volunteer firefighter and/or an Emergency Medical
35 Technician (EMT) associated with a volunteer fire company is called
36 to a working fire or emergency during the employee’s actual scheduled
37 working hours, the University shall compensate the employee at the em-
38 ployee’s regular straight time hourly rate of pay only for those emergency
39 hours which overlap the employee’s scheduled hours. It is expected that
40 the employee shall respond to a fire or medical emergency only when

1 that individual's services are necessary. Whenever possible, the employee
2 shall request to leave from his/her supervisor before departing the work
3 place. The employee shall not depart from work knowing that such de-
4 parture may cause or contribute to unsafe conditions at the University or
5 damage to University property.

6
7 If after responding to a medical emergency or fire such employee's ser-
8 vice or presence is not required, the employee shall immediately return to
9 the employee's work assignment, provided there is time remaining in the
10 employee's shift.

11
12 In the event that a volunteer firefighter and/or an EMT is required to
13 respond to a working fire or emergency during the eight (8) hours im-
14 mediately preceding the start of the employee's shift, the employee shall
15 receive paid time off during the upcoming shift equal to the actual time
16 spent in resolving the emergency or fire. In no event shall the employee
17 receive paid time off for any time greater than their shift assignment for
18 that day.

19
20 Any hours compensated under this provision shall be counted as hours
21 paid but shall not apply to any calculations for premium pay, unless oth-
22 erwise provided by this Agreement. The University shall pay or provide
23 paid time off only for time spent when responding to emergency calls or
24 fires.

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

31
32 **ARTICLE 24**
33 **INCLEMENT WEATHER**
34

35 Employees required to report to or remain at work when the University
36 has officially announced a delayed opening, a partial closing, or a Univer-
37 sity closing for inclement weather shall be paid at a rate of time and one-
38 half (1-1/2) their regular rate for the hours worked when the University
39 is closed and shall also receive paid time off for each such hour worked.
40

1 Employees who are not required to report to or remain at work shall be
2 paid at their regular rate for the hours scheduled that day but not worked
3 due to the closing.

4
5 Those employees on approved scheduled vacation or sick leave during
6 such a closing shall be charged leave time, regardless of the weather con-
7 ditions.

8
9 Employees who are late to work or unable to report to work due to severe
10 weather and travel conditions may charge any such lost time to either ac-
11 crued personal or vacation leave when the University has remained open,
12 or make up the time within the same workweek at the mutual convenience
13 of the employee and supervisor.

14
15 An employee may request to leave a work assignment early due to severe
16 weather and travel conditions. Such requests shall be honored unless it
17 would cause unreasonable hardship for the University and shall not be
18 charged as an unscheduled absence.

19
20 **Public Transportation/Ride Share**

21 During inclement weather employees utilizing public transportation or a
22 registered ride share arrangement shall not suffer loss of pay or be dis-
23 ciplined if they report to work within one hour of their normal starting
24 time. For purposes of this provision, the definition of inclement weather
25 shall include any such University announcement or a public announce-
26 ment by a law enforcement agency that an official travel advisory is in
27 effect. Employees may be required to provide proof of such conditions in
28 questionable situations.

29
30 **General Provisions**

31 An employee's supervisor will take into consideration extraordinary
32 weather conditions in reviewing an employee's attendance record.

33
34 **ARTICLE 25**
35 **VOTING**

36
37 Employees who are registered voters may take time off from work with
38 pay in order to vote if polling places are not open four (4) consecutive
39 hours before or after the employee's scheduled work day.

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ARTICLE 26
UNIVERSITY COMMITTEES

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Employees who have been appointed or selected by a person(s) delegated by the University to do so, or elected through an authorized University election, to serve on official University Committees will receive time off with pay during regularly scheduled working hours to serve on such committees. Employees who are appointed or elected to an official University Committee shall notify their supervisors when the appointment or election becomes effective.

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Employee members of official committees who desire time off from work to serve on official committees should notify their immediate supervisor of the meeting. The supervisor will grant time off unless the staffing needs of the department require the employee's presence at that particular time.

If approved, employees will be paid for release time to serve on official committees during normal working hours.

ARTICLE 27
JURY DUTY LEAVE

An employee called for jury duty will be paid his/her regular rate of pay upon submission of the summons. An employee subpoenaed to appear in court as a witness by the employer or for an employment related matter will be paid his/her regular rate of pay upon submission of the subpoena. The employee should notify his/her supervisor immediately. Employees serving on jury duty are expected to work during normal working hours when excused from court when more than one-half (1/2) day excluding travel time from court remains in his/her work day or unless excused by his/her supervisor.

An employee who works a schedule other than a normal schedule of Monday through Friday who is selected for Jury Duty may request a temporary schedule change. Such requests will be considered on a case by case basis in keeping with business needs.

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ARTICLE 28
BEREAVEMENT LEAVE

When a death occurs in an employee's immediate family, the employee shall be allowed up to a maximum of three (3) days off with pay to make funeral arrangements and/or attend the funeral or attend related services. The immediate family consists of the employee's parents, step-parents, grandparents, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandchildren, spouse (as defined by University policy), domestic partner, child, step-child, or siblings (brother, sister, step-half-brother, step/half-sister).

For the funeral of other relatives or service as a pallbearer, an employee may be released from work with pay for a maximum of one-half (1/2) day for a local funeral, and one (1) day when the employee would have to drive twenty- five (25) miles or more from the University to attend the funeral.

Employees may be released with pay for a maximum of one-half (1/2) day to attend the funeral of a fellow employee in the immediate work unit. The University may restrict the number of employees to be released for a fellow employee's funeral. However, serious consideration shall be given to all requests.

For the death of others not listed above, or, if additional time off is needed during this period, employees may request the use of personal leave, vacation leave or leave without pay in keeping with Articles 31 and 32, respectively. Such requests will not be unreasonably denied.

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ARTICLE 29
MILITARY SERVICE LEAVE

Upon application, a military service leave without pay shall be granted to employees who enlist or are drafted into the Armed Forces of the United States.

Reinstatement and rights after reinstatement are governed by applicable federal laws. Seniority shall accumulate while an employee is on a Military Service Leave.

1 Requests from military veterans for leave to observe Veteran’s Day will
2 be granted.

3
4 **ARTICLE 30**
5 **MILITARY TRAINING LEAVE**
6

7 Employees who are members of the National Guard, Coast Guard, or U.S.
8 Military Reserve units shall be granted leave with pay for training peri-
9 ods of more than seven (7) days on no more than two (2) occasions in a
10 twelve (12) month period, up to a maximum of thirty (30) days in total in
11 a twelve (12) month period. Vacation or personal leave may be used for
12 military training in excess of thirty (30) days subject to the approval of
13 the department head.

14
15 Whenever possible, the employee shall provide written documentation to
16 the University at least two (2) weeks in advance of the scheduled training,
17 specifying the reason and duration of the military leave.

18
19 **ARTICLE 31**
20 **SICK, HEALTH CARE AND PERSONAL LEAVE**
21

22 **Sick Leave**

23 Sick leave permits the employee income continuation for time when they
24 are not able to work due to their illnesses. The University reserves the
25 right to establish attendance standards, to require medical verification
26 of employee illness and to discipline employees for abuse of sick leave,
27 including suspension or discharge. The University will engage in discus-
28 sions with the Union prior to implementing modifications to these stan-
29 dards. Employees shall accrue sick leave as follows:

- 30
31 • Sick leave accrual is based on the number of straight time hours
32 paid to an employee during a pay period, at the rate of .04615 hours
33 per hour paid. Sick leave accrual begins immediately upon employ-
34 ment.
- 35
36 • If an employee is on a paid leave (for other than vacation) for more
37 than 20 consecutive calendar days, sick leave ceases to accrue. With
38 regard to military leave, determination for accrual shall be based
39 on the Military Training Act. The 20 consecutive days are counted
40 from the first day of absence.

- 1 • Sick leave accrual shall not exceed a total of seven hundred twenty
2 (720) hours for an employee regularly scheduled to work forty (40)
3 hours per week. All other accruals shall be prorated based upon a
4 forty (40) hour work week.
- 5
- 6 • Sick leave cannot be taken before it is accrued.
- 7

8 Sick leave shall be available for only personal employee illness or em-
9 ployee dental or medical appointments which cannot be scheduled outside
10 regular working hours.

11
12 Employees should submit, with as much advance notice as possible, a
13 leave request to their supervisor for routine medical and dental appoint-
14 ments. In the event of a medical emergency, the employee's supervisor
15 should be notified as soon as possible. When there is a reason to suspect
16 abuse, supervisors may request a physician's certificate as verification of
17 an employee's illness before approving the payment of sick leave.

18
19 To be eligible to receive sick leave pay employees must abide by the call-
20 in procedure set forth by their individual departments except when failure
21 to notify is due to circumstances beyond the control of the employee.

22
23 Upon return to work from sick leave the University reserves the right to
24 require the employee to submit medical proof of fitness for the resumption
25 of duties.

26
27 On the first day of a job related injury (i.e., workers' compensation), time
28 away from work to receive first aid treatment will be considered leave
29 with pay. However, any other lost time from work on day one will be
30 charged to the employee's sick leave.

31 **Health Care Leave**

32
33 Up to three (3) working days of accumulated sick leave may be taken
34 within each fiscal year in the event that an employee's full attention is
35 necessary to care for a member of the employee's immediate household,
36 or who is a member of the immediate family or a dependent. Immediate
37 family shall be restricted to those relationships identified in Article 28.
38 Regular part-time employees may take the prorated equivalent. Health
39 care leave that is not used by the end of the fiscal year will remain as
40 unused sick leave.

1 Where health care leave is used for an emergency, the employee's super-
2 visor must be notified as soon as possible. Health care leave for purposes
3 other than an emergency requires advance permission of the employee's
4 supervisor.

5
6 Supervisors may require verification of the health care or emergency
7 causing an employee to request use of this leave time.

8 9 **Personal Leave**

10 Up to three (3) working days of accumulated sick leave may be taken for
11 personal reasons or emergencies within each fiscal year. For employees
12 with twenty (20) or more years of continuous service, up to five (5) work-
13 ing days of accumulated sick leave may be taken for personal reasons or
14 emergencies within each fiscal year effective the beginning of the next
15 fiscal year. Regular part-time employees may take the pro-rated equiva-
16 lent. Personal leave may be taken only if an equal amount of sick leave
17 has accrued. Personal leave that is not used by the end of the fiscal year
18 will remain as unused sick leave.

19
20 Where personal leave is used for an emergency, the employee's super-
21 visor must be notified as soon as possible. Personal leave for purposes
22 other than an emergency requires advance permission of the employee's
23 supervisor.

24
25 Unscheduled absences incurred due to an emergency personal leave will
26 be reviewed on a case by case basis.

27
28 Sick leave and personal leave balances are canceled upon termination of
29 the employee and may not be taken as terminal leave. An employee shall
30 not earn or use sick/personal leave when the employee is on an unpaid
31 leave from the University.

32
33 If there is reason to suspect abuse, supervisors may require verification
34 of the personal reason or emergency causing an employee to request use
35 of Personal Leave. Employees may choose to provide verification to their
36 supervisor or a higher level of departmental supervision.

37
38 An employee shall not earn or use personal leave when the employee is on
39 unpaid leave from the University.

ARTICLE 32
VACATION

Employees are eligible to use accrued vacation leave after twelve (12) months of continuous service at the University. However, with the supervisor's approval, employees may use accrued vacation after six (6) months. If the employee terminates prior to completing twelve (12) months of service, the amount of vacation paid will be deducted from the employee's final paycheck. Vacation shall accrue for each straight time hour worked, including paid personal leave, sick leave, holidays, and vacation, according to the following rates.

Employees hired prior to July 1, 1994 are entitled to earn vacation under the following schedule:

Years of Service Completed*	Vacation Earned Per Year	Vacation Factor
1 -10	3 weeks	.05769
10 years	3 weeks plus 1 day per year up to 4 weeks	.06153 .06538 .06923 .07307 .07692

Employees hired on or after July 1, 1994 are entitled to earn vacation under the following schedule:

Years of Service Completed*	Vacation Earned Per Year	Vacation Factor
1 - 5	2 weeks	.03846
6 - 10	3 weeks	.05769
11 or more	3 weeks plus 1 day per year up to 4 weeks	.06153 .06538 .06923 .07307 .07692

*Years of Service Completed are based on an employee's Adjusted Service Date.

1 Paid vacation accrual begins on the date of last hire. Employees who
2 transfer into the bargaining unit shall accrue vacation based on their Ad-
3 justed Service Date. Changes in accrual rates shall be effective on the
4 anniversary date of last hire. Paid vacation may accrue to a maximum of
5 three hundred and twenty (320) hours or two (2) times the annual accrual
6 rate, whichever is less.
7
8 Employees who do not earn their annual paid vacation accrual may re-
9 quest unpaid vacation leave that is equal to the difference between their
10 actual paid vacation accrual and their annual vacation entitlement. Unpaid
11 vacation leave shall not accrue. All such requests shall be considered by
12 the department in keeping with business needs.
13
14 If a scheduled University holiday falls within an employee's vacation pe-
15 riod, the employee shall be given the holiday pay and shall not have to
16 use vacation time for that day. If an employee is on vacation when the
17 University declares an unscheduled day off (e.g., inclement weather) the
18 employee shall continue to use vacation time for that day and will not be
19 given an additional day off.
20
21 Upon termination, an employee shall have a right to receive payment for
22 all unused vacation time, provided the employee has completed at least
23 one year of continuous service.
24
25 When an employee retires, accrued vacation may be paid in normal
26 payroll amounts and cycles until the current and accrued vacation is ex-
27 hausted otherwise vacation will be paid in a lump sum. Employees who
28 receive vacation pay following retirement will receive holiday pay for all
29 holidays covered under Article 33, Holidays, of this Agreement which fall
30 within the period.
31
32 Except as provided in Short-Term Disability, vacation time cannot be sub-
33 stituted for sick leave. The supervisor has sole discretion to approve the use
34 of vacation time when employees have exhausted their accrued sick leave.
35
36 Written requests for vacation time off shall be submitted as soon as rea-
37 sonably possible to the employee's supervisor. The employee shall re-
38 ceive a copy of the approval or rejection within a two (2) week time peri-
39 od. Once approved, the vacation time off cannot be canceled or changed
40 without the agreement of the employee.

1 The following procedure applies solely for the purpose of resolving con-
2 flicting vacation requests: Employee requests for vacation between Octo-
3 ber 1 and March 31 shall be submitted in writing before September 23.
4 Requests for the period of April 1 through September 30 shall be sub-
5 mitted before March 23. When multiple vacation requests for the same
6 period are simultaneously received, approvals will be granted by length of
7 seniority, with the highest seniority employee given first preference. Ap-
8 proval or denial of requests shall be returned to the employee no later than
9 March 30 or September 30. All requests for vacation shall be considered
10 by the department in keeping with business needs. An exception to this
11 procedure may be made for an employee who must make a financial com-
12 mitment to specific vacation plans more than four (4) months in advance
13 of the vacation date. Such requests may be approved or denied based on
14 business needs on a first come first served basis. The employee may be
15 required to demonstrate such financial commitment.

16
17 An employee's request for vacation may be based on balances that could
18 accrue after the cutoff dates identified above. Any approval of a vacation
19 request will be contingent on the employee having a sufficient vacation
20 balance at the time vacation is used.

21
22 When an employee has accrued vacation leave and dies, the correspond-
23 ing payment for such shall be paid to the employee's duly appointed legal
24 representative or any relative the University in its discretion may deem
25 appropriate.

26 27 **ARTICLE 33** 28 **HOLIDAYS** 29

30 The University shall observe the holidays listed below for employees cov-
31 ered by this Agreement:

- 32 • Martin Luther King, Jr.
- 33 • Memorial Day
- 34 • Independence Day
- 35 • Labor Day
- 36 • Thanksgiving Day
- 37 • Friday After Thanksgiving Day
- 38 • Winter Holiday Period
- 39
- 40

1 Each year Division of Human Resources shall announce the specific cal-
2 endar days on which the holidays shall be observed. Holidays which fall
3 on Saturdays or Sundays shall be designated by the University for obser-
4 vance on a weekday.

5 6 **Holiday Pay**

7 Regular employees who are not scheduled to work on the holiday will be
8 paid for holidays at their regular rate of pay for the employee's "standard"
9 workday. Standard workday is defined as one-fifth (1/5) of the employee's
10 regular weekly hours.

11 12 **Pay For Holiday Work**

13 Employees who are required to work on a University holiday will receive
14 pay at time and a half their normal rate for hours actually worked on that
15 holiday plus regular pay for the balance of the hours, if any, not worked
16 on that holiday. In addition, the employee shall receive holiday paid leave
17 time off equal to the number of hours worked on that holiday, not to ex-
18 ceed the employee's standard workday. Unused holiday paid leave time
19 will be paid out at the end of the fiscal year.

20
21 At the discretion of the department, after advanced discussion with the
22 employee, employees may receive holiday pay in lieu of holiday paid
23 leave time off. Only time worked in this option shall be used for overtime
24 purposes.

25 26 **Eligibility**

27 To be eligible to receive holiday pay the employee must work the employ-
28 ee's last scheduled work day prior to and the employee's next scheduled
29 workday after a holiday, unless the employee is able to substantiate, in
30 management's judgment, a reasonable cause for absence.

31
32 For each holiday period the employee must work the last scheduled work-
33 day prior to each holiday period and the next scheduled workday after
34 each holiday period. Failure to do so shall disqualify the employee for
35 pay for one holiday in the holiday period, unless the employee is able to
36 substantiate, in management's judgment, a reasonable cause for absence.

37
38 The mid-year Intersession shall include the winter holiday period (6
39 working days).

1 When departments or dining units are not completely shut down during
2 the mid-year Intersession period and less than the full complement of em-
3 ployees are scheduled to work, employees may apply to their immediate
4 supervisor for time off during this period and it will be granted, in keep-
5 ing with operational needs, in order of seniority. Employees who are on
6 temporary layoff during this period may request any unpaid workdays be
7 charged to personal or vacation leave time.

8
9 Laid off employees shall be eligible to receive holiday pay for all of the
10 holidays in the mid-year Intersession period if they meet one of the fol-
11 lowing:

- 12
13 1. They are laid off during the five (5) working days immediately prior to
14 the last day of final exams prior to the start of the mid-year Intersession
15 period.
- 16
17 2. They are laid off during the mid-year Intersession period.
- 18
19 3. They are recalled from layoff during the mid-year Intersession period.
- 20
21 4. They are recalled from layoff within five (5) working days of the first
22 day of regular classes following the termination of the mid-year Inter-
23 session period.

24
25 Any employee on a paid leave of absence, excluding long-term disability,
26 shall be paid for any holidays which occur during that leave.

27
28 Any employee who is scheduled to work on a holiday and fails to report
29 to work shall forfeit holiday pay and be subject to disciplinary action,
30 unless the employee is able to substantiate a reasonable cause for absence.

31
32 **ARTICLE 34**
33 **OTHER BENEFITS**

34
35 **Endowed Employees**

36 The University and the Union agree that, during the term of this Agree-
37 ment, the University will automatically extend to endowed employees
38 covered by this Agreement any adjustments made by the University in
39 the current benefit programs listed below in this paragraph which the Uni-
40 versity might make for employees not covered by a collective bargaining

1 agreement. In the event of such changes, the University will notify the
2 Union of such changes prior to their implementation:

- 3
- 4 • Group Life Insurance
- 5 • Accidental Death and Dismemberment Plan
- 6 • Cornell University Retirement Plan (CURP)
- 7 • Cornell Tax Deferred Annuity Plan (Voluntary)
- 8 • Cornell Children’s Tuition Scholarship Plan
- 9 • Cornell Long Term Disability Plan
- 10 • Cornell Workers’ Compensation
- 11 • Cornell’s Short-Term Disability Plan
- 12 • Cornell Health Care Plan
- 13 • Employee Tuition and Training Program
- 14 • Direct Deposit
- 15 • Sick Leave Conversion for Post-Retirement Health Insurance Coverage
- 16 • Cornell Break in Service Policy
- 17 • Faculty & Staff Assistance Program (FSAP)
- 18 • Holidays
- 19 • Vacations
- 20 • Bereavement Leave
- 21 • Family and Medical Leave Act
- 22 • Emergency Responder Leave
- 23 • University Benefits While on Layoff Status
- 24

25 **Statutory Employees**

26 The University and the Union agree that, during the term of this Agree-
27 ment, the University will automatically extend to Statutory employees
28 covered by this Agreement any adjustments made by the University in
29 the current benefit programs listed below in this paragraph which the Uni-
30 versity might make for employees not covered by a collective bargaining
31 agreement. In the event of such changes, the University will notify the
32 Union of such changes prior to their implementation.

- 33
- 34 • Group Life Insurance
- 35 • Accidental Death and Dismemberment Plan
- 36 • New York State Employees Retirement System Benefits
- 37 • Tax Deferred Annuity Plan (Voluntary)
- 38 • Cornell Children’s Tuition Scholarship Plan
- 39 • Long-Term Disability Plan (non-vested employees only)
- 40 • Workers’ Compensation

- 1 • Cornell’s Short-Term Disability Plan
- 2 • Group Health Insurance:
- 3 The Statewide Plan or Group Health Incorporated
- 4 • Employee Tuition and Training Program
- 5 • Direct Deposit
- 6 • Cornell Break in Service Policy
- 7 • Faculty & Staff Assistant Program (FSAP)
- 8 • Holidays
- 9 • Vacations
- 10 • Bereavement Leave
- 11 • Family and Medical Leave Act
- 12 • Emergency Responder Leave
- 13 • University Benefits While on Layoff Status

14
15 **ARTICLE 35**
16 **HOURS OF WORK AND OVERTIME**

17
18 The University reserves the right to determine and/or amend daily hours
19 of work, weekly work schedules and pay days.

20
21 While the University will make every effort to accommodate an employ-
22 ee’s request to be excused, the University reserves the right to require em-
23 ployees to work overtime or report on their scheduled hours or days off.

24
25 When feasible departments shall give employees at least one (1) week no-
26 tice prior to weekly work schedule changes or long-term changes in work
27 location. Except in emergency situations, no schedule shall be changed
28 for any single employee more than three (3) times in a fiscal year to avoid
29 overtime without the employee’s consent. This does not apply to employ-
30 ees who are hired with the understanding that his/her position requires a
31 variable schedule.

32
33 Employees will notify their supervisor if they desire a change in schedule
34 within their department. Where feasible, departments will honor seniority
35 in scheduling within job classification for open positions. If management
36 cannot accommodate seniority, management will explain the reasons to
37 the employee and the union, and will work with the employee to avert a
38 similar situation in the future.

39
40 Irrespective of the days worked or the number of hours worked in any one

1 day, employees shall be paid for all hours worked in excess of forty (40)
2 hours in any given work week at one and one-half times their regular rate
3 of pay. All hours paid in the work week as defined below shall be counted
4 for the purpose of computing overtime in any work week. There shall be
5 no pyramiding of overtime and/or premium pay.

6
7 Other than during emergency situations, seniority shall be respected when
8 scheduling overtime.

9
10 The work week begins at 12:00 a.m. Thursday and ends at 11:59 p.m.
11 Wednesday. Nothing contained in this Agreement shall be construed as a
12 guarantee of hours of work per day or per week or as a limitation on the
13 right of the University to require overtime.

14 **Shift Differential**

15 Employees who are regularly scheduled to work a shift which includes
16 four or more hours between the hours of 6:00 p.m. and 6:00 a.m. shall be
17 paid ninety cents (\$.90) per hour. Any employee who is involuntarily as-
18 signed to a shift on a temporary basis for three (3) days or more in a week
19 shall be paid this shift differential. Shift differential shall be paid for the
20 following paid leave situations: vacation, holiday, sick, personal, family
21 health care leave and bereavement leave.

22 **Call-Back Pay**

23
24 Employees required to return to work after leaving the University's premis-
25 es following their work shifts shall be paid a minimum of four (4) hours pay.

26
27 In the event an employee is called back a second time within eight (8)
28 hours of leaving work, only actual hours worked during the call-back
29 shall be counted toward the calculation of overtime.

30
31 Employees who report to work on a scheduled workday and are sent home
32 due to a scheduling error on the part of management shall be guaranteed
33 either four (4) hours of work or four (4) hours of pay.

34 **ARTICLE 36**

35 **WAGES**

36
37 It is the responsibility of management, the Union and the employee to
38 insure the proper placement of employees in the wage step system.

1 When an error of placement or a pay rate comes to the attention of man-
2 agement, the error will be corrected. Retroactivity for an overpayment
3 or an underpayment will be limited to the beginning of the fiscal year
4 in which it was brought to management's attention, except if the error is
5 brought to management's attention in July, the retroactivity may go back
6 to the prior July.

7
8 All employees will be paid in accordance with the instructions indicated
9 on the wage schedules below for the life of the Agreement. Employees on
10 the payroll as of the date of ratification of Agreement (Tuesday, August
11 16, 2016) shall receive retroactivity of their wage increase to July 1, 2016
12 and a ratification bonus of three-hundred-dollars (\$300 gross) which shall
13 be paid as soon as practicable.

14
15 **2016-2017 UAW Wage Schedule**

16 Effective 07/01/2016

	Hire Rate	Job Rate	Hire Date
			6/30/94 & Prior
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
S01	\$15.00	\$15.87	\$18.49
S02	\$15.40	\$16.33	\$19.12
S03	\$15.69	\$16.63	\$19.78
S04	\$16.13	\$17.22	\$20.47
S05	\$16.58	\$18.00	\$21.12
S06	\$17.80	\$18.65	\$21.99
S07	\$18.78	\$19.50	\$22.83
S08	\$19.41	\$20.31	\$23.78
S09	\$20.39	\$21.24	\$24.71
S10	\$21.37	\$22.09	\$25.72
S11	\$22.20	\$22.92	\$26.79
S12	\$23.07	\$23.82	\$27.86

2017-2018 UAW Wage Schedule

Effective 07/01/2017

	Hire Rate	Job Rate	Hire Date	
			6/30/94 & Prior	
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	
1				
2				
3				
4				
5				
6	S01	15.43	16.32	19.00
7	S02	15.84	16.79	19.65
8	S03	16.13	17.10	20.32
9	S04	16.58	17.70	21.03
10	S05	17.04	18.50	21.70
11	S06	18.30	19.17	22.59
12	S07	19.30	20.04	23.45
13	S08	19.95	20.87	24.42
14	S09	20.95	21.82	25.38
15	S10	21.95	22.69	26.41
16	S11	22.81	23.54	27.51
17	S12	23.70	24.47	28.61

2018-2019 UAW Wage Schedule

Effective 07/01/2018

	Hire Rate	Job Rate	Hire Date	
			6/30/94 & Prior	
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	
18				
19				
20				
21				
22				
23				
24	S01	15.90	16.82	19.57
25	S02	16.33	17.30	20.24
26	S03	16.62	17.62	20.93
27	S04	17.09	18.24	21.66
28	S05	17.56	19.06	22.35
29	S06	18.85	19.75	23.26
30	S07	19.88	20.64	24.14
31	S08	20.55	21.49	25.14
32	S09	21.58	22.47	26.13
33	S10	22.60	23.36	27.19
34	S11	23.49	24.24	28.32
35	S12	24.40	25.19	29.45

1 **2019-2020 UAW Wage Schedule**

2 Effective 07/01/2019

3	Hire Rate	Job Rate	Hire Date
4			6/30/94 & Prior
5		<u>Step 1</u>	<u>Step 2</u>
6			<u>Step 3</u>
6	S01	16.38	17.32
7	S02	16.82	17.82
8	S03	17.12	18.15
9	S04	17.60	18.79
10	S05	18.09	19.63
11	S06	19.42	20.34
12	S07	20.48	21.26
13	S08	21.17	22.13
14	S09	22.23	23.14
15	S10	23.28	24.06
16	S11	24.19	24.97
17	S12	25.13	25.95

18

19 **2020-2021 UAW Wage Schedule**

20 Effective 07/01/2020

21	Hire Rate	Job Rate	Hire Date
22			6/30/94 & Prior
23		<u>Step 1</u>	<u>Step 2</u>
24			<u>Step 3</u>
24	S01	16.87	17.84
25	S02	17.32	18.35
26	S03	17.63	18.69
27	S04	18.13	19.35
28	S05	18.63	20.22
29	S06	20.00	20.95
30	S07	21.09	21.90
31	S08	21.81	22.79
32	S09	22.90	23.83
33	S10	23.98	24.78
34	S11	24.92	25.72
35	S12	25.88	26.73

36

37 **Hire Rate**

38 All new employees in the bargaining unit shall be paid at the Hire Rate.
39 Employees on the payroll as of ratification of this Agreement will move
40 from the Hire Rate to the Job Rate upon completion of two (2) years of

1 service. Employees hired after the date of ratification of this Agreement
2 will move from the Hire Rate to the Job Rate upon completion of three
3 (3) years of service.

4
5 **Job Rate**

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

9
10 **Hire Date 6/30/94 and Prior**

11 Employees hired into the bargaining unit prior to and including June 30,
12 1994 are eligible for this rate. Any employee eligible for this rate shall
13 receive the corresponding rates according to the charts above, or annual
14 increase equal to the increase in each year to the wage schedule, which-
15 ever is greater.

16
17 **Statler Hotel Wages - Special Classifications**

18
19 Cornell University and the UAW agree to the following terms regarding
20 Statler Hotel employees.

21
22 **Wages for Tipped Service Employees Hired Before July 1, 1994**

23 Employees in the tipped service positions listed below, who were hired
24 prior to July 1, 1994, shall receive the contractual general increases for
25 the life of the agreement.

26
27
28

Grade	Classification	Working Title
S03	Waitperson	Lead Waitperson
S04	Food Service Worker	Regent Lounge Bartender
S04	Food Service Worker	Banquet Captain
S04	Food Service Worker	Beverage Captain

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1 **Wages for Tipped Service Employees Hired on or After July 1, 1994**

2

3

4

Grade	Classification	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective July 1, 2020
S02	Waitperson	\$10.00	\$10.30	\$10.63	\$10.95	\$11.28
S02	Bellperson	\$11.25	\$11.58	\$11.95	\$12.31	\$12.68
S04	Bartender	\$10.00	\$10.30	\$10.63	\$10.95	\$11.28

5

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9

10 Effective July 1, 2016 the wages in the above chart reflect the contractual

11 general wage increases for the life of the Agreement.

12

13 All Paid Leave Rates shall be at the corresponding Hire Rate or Job Rate

14 based upon the employee's seniority.

15

16 **ARTICLE 37**

17 **WORK OUT OF GRADE**

18

19 Any employee who is assigned by their supervisor to fill in a higher level

20 position on a temporary basis for more than five (5) working days, will

21 be temporarily paid at the corresponding pay rate for that grade. Any em-

22 ployee reassigned to the same position within twelve (12) months of the

23 previous assignment to the upgraded job will not be subject to the five (5)

24 day waiting period.

25

26 The effective date of any pay increase shall be the beginning of the acting

27 appointment. At the end of the acting appointment employees shall return

28 to the grade and salary previously held, plus any adjustments to salary that

29 may have occurred in the meantime.

30

31 This provision is not applicable when the job description reflects a fill-in

32 role and the acting appointment is within the scope of such a role.

33

34 This provision is not applicable when an employee is temporarily assigned

35 to work with an employee (not to replace an employee) in a higher grade

36 for the purpose of providing a cross-training and development opportu-

37 nity. Employees shall not be disciplined for refusing such opportunities.

38

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ARTICLE 38
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. 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.

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ARTICLE 39
DURATION OF AGREEMENT

This Agreement shall remain in full force and effect until 11:59 p.m., June 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 terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party.

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ARTICLE 40
RECLASSIFICATIONS

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

35
36
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For positions which are upgraded, the employees' pay shall be retroactive to the beginning of the pay period following receipt of the request by the college/unit human resources office and in no event more than sixty (60)

1 days after the department's receipt of the employees written request.

2
3 If the employee(s) wishes to appeal the results of the decision the employ-
4 ee(s) may forward an appeal of such decision with written justification
5 directly to Step 3 of the Grievance Procedure, Article 11. It is understood
6 that when an existing job is upgraded or reclassified, the employee(s)
7 holding that position shall remain in that revised position. Reviews may
8 not be requested more than once a year unless job duties or responsibili-
9 ties have changed.

10
11 **ARTICLE 41**
12 **WORK PRIORITIES**

13
14 When work priorities change significantly, supervisors should discuss
15 these changes with the affected employee (s). If the employee (s) has
16 questions regarding work priorities, the employee (s) is encouraged to
17 discuss those questions with the supervisor. The employee may grieve the
18 denial of such discussion to Step 3 of the grievance procedure for final
19 disposition by the parties. This article is not arbitrable.

ARTICLE 42
AGREEMENT

This Agreement is entered into this 16th day of August, 2016 by and between Cornell University (herein referred to as the University) and the Cornell Service and Maintenance Unit, Local 2300 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW (herein referred to as the Union).

In witness whereof, the parties hereto have executed this Agreement this 16th day of August, 2016.

Cornell University

UAW, Local 2300

John Mitchell

Jason Q. David

James M. Jones

Ronda Park

David W.

Christine Johnson

Barbara K. Siany

Lesley Finch

Robert Z. over

Robert [unclear]

Rick Kuhn

John [unclear]

David [unclear]

David [unclear]

Walter M. [unclear]

Mary [unclear]

Barbara Marie Parker

[unclear]

Melanie Cristof

James Donato

Thomas P. [unclear]

Nathan Corliss

ynthia A. Lockwood

[unclear]

[unclear]

Letter of Understanding B

Cornell University and the UAW agree to the following:

1. **Health Insurance**

The University agrees that during the life of the Benefits Advisory Committee, the Union shall have a representative on such committee.

The University agrees to continue to pay no less than 90% of the cost of single coverage and 60% of the cost of family coverage for endowed employees. The employee shall be responsible for the remainder.

2. **Joint Benefits Education Committee**

The University is committed to educating its employees about their available benefits, the scope and coverage of the various plans and in processing claims. To that end, the University and the Union shall form a Joint Benefits Education Committee whose purpose shall be the design of a program that will accomplish the foregoing goals. Thereafter, the University will arrange at least annually group meetings with employees to present the jointly designed education program, and make University Benefit Consultants available to individual employees on an appointment and/or scheduled drop-in visit basis.

3. **Cornell/UAW Benefits and Education Representative**

General Statement: The Union and the University agree to the continuation of the position "Cornell/UAW Benefits and Education Representative." A selected UAW representative will be provided unpaid time away from work in keeping with Article 8, Union Representation, to act as a benefits liaison. The liaison role will be to educate and assist UAW-represented employees in understanding and utilizing their contractual benefits. Paid time away from work will periodically be provided to fulfill jointly agreed upon responsibilities and to attend Benefits Advisory Committee meetings when the time cuts across this employee's normal work schedule.

Liaison Role

- Become acquainted with Benefits staff and their roles
- Refer employees to appropriate benefits staff
- May attend meetings, upon employee request, with benefits staff to

- 1 assist in communication
- 2 • May attend portion of WTC program, when appropriate, with UAW
- 3 members in attendance
- 4 • May assist employees in completion and processing of forms in con-
- 5 junction with Benefits staff
- 6 • Represent the UAW on the Benefits Advisory Committee and any
- 7 other joint benefits ventures
- 8 • Identify communication needs specific to UAW-represented em-
- 9 ployees
- 10 • Assist in addressing specific needs of employees for benefits educa-
- 11 tion programs
- 12 • Serve as a liaison in marketing the importance of attending educa-
- 13 tion and consultation sessions regarding benefits
- 14 • The Benefits Liaison shall meet on an as needed basis with the dis-
- 15 ability case managers to review disability cases and return to work
- 16 issues. The University agrees to meet with the Union and benefits
- 17 representative upon request to review extended workers' compensa-
- 18 tion and disability cases. Based on employment eligibility and busi-
- 19 ness needs, the employee's position may be held open for a reason-
- 20 able period of time beyond six (6) months. Continuation of benefits
- 21 will be determined by university policy and applicable law.

22 **Notes**

- 23 • It is not the intent of the liaison role to advise or act as a consultant
- 24 to the University benefits staff or the UAW-represented employees
- 25 in the selection of benefit options.
- 26 • The University shall continue to fund a paid (including all benefits)
- 27 full-time Benefits Representative. The Benefits Representative will
- 28 report to the Vice President for Human Resources or designee. Both
- 29 parties must agree on the selection of the individual to fill this role.

31 **4. Career Development**

32 Three representatives from the University and three representatives

33 from the Union shall meet regularly for purposes of establishing

34 objectives and goals as they relate to career opportunities and job

35 training for employees. The University and the Union, for example

36 shall work together to identify existing job families and to better

37 communicate their prerequisite qualifications through job profiles to

38 assist employees with career mobility.

39 The parties agree to jointly identify individuals and jointly educate

40

1 staff to encourage participation in the Provisional Employment fea-
2 tures of Article 10, Filling Job Vacancies.

3
4 **5. Parking**

5 Consistent with the parking regulations for all employees on the Itha-
6 ca Campus, a free parking area will be provided for the term of the
7 agreement. Campus bus service which is currently free of charge for
8 employees with valid identification shall remain free of charge. The
9 University will notify the Union of any proposed changes in the park-
10 ing plan and upon the Union's request, will negotiate such changes
11 prior to their implementation. The union shall have a position on the
12 University Assembly Transportation Advisory Committee.

13
14 **6. Labor/Management Commitment to Education**

15 The University and the Union agree that training, continuous edu-
16 cation, and development of employees is of mutual benefit to the
17 individual and the University.

18 In keeping with University policies, employees are encouraged to
19 participate in educational programs including jointly planned labor/
20 management initiatives.

21
22 Paid release time will be provided for jointly sponsored labor/man-
23 agement programs with the approval of the department.

24
25 **7. Job Security**

26 Employees who are indefinitely reduced from full-time to part-time
27 status for more than ninety (90) days in one contract year shall be el-
28 igible to opt for layoff and will be provided the provisions of Article
29 14, Layoff and Recall.

30
31 The parties agree to meet approximately eighteen (18) months into
32 the contract to discuss job security issues.

33
34 **8. Letters of Understanding and the Sub-Council Agreements are sub-**
35 **ject to the provisions of Article 11, Grievance and Arbitration.**

36
37 **9. When the University is considering outsourcing work or contract-**
38 **ing outside vendors to perform non-incident work or services that**
39 **would otherwise be bargaining unit work that may result in the lay-**
40 **off of a bargaining unit employee, the union will be informed of the**

1 pending decision and a joint UAW/Management meeting shall be
2 convened. In the meeting, the parties will attempt to find reason-
3 able alternatives in order to keep work in-house. Management will
4 provide the Union with specific reasons for the contemplation of
5 outsourcing in advance of the meeting. Within five (5) working days
6 of the joint UAW/Management meeting either party may request a
7 federal mediator from the Federal Mediation and Conciliation Ser-
8 vice (FMCS) to further assist the parties in discussing the issue.
9

10 When the University is considering outsourcing work or contract-
11 ing outside vendors to perform non-incident work or services that
12 would otherwise be bargaining unit work that does not result in a
13 layoff of a bargaining unit employee, the University will make its
14 best effort to inform the Union of the pending decision and the uni-
15 versity will meet with the union upon request.
16

17 The University's final decision shall not be subject to the grievance
18 and arbitration provisions in the collective bargaining agreement.
19

20 **10. Full-Time University Compensated Un-Elected Positions**

21 It is agreed and understood that University compensated full-time
22 bargaining unit appointed positions shall be nominated by the Lo-
23 cal Union and must be approved by both the University and the In-
24 ternational Union. It is also understood that employees occupying
25 these positions shall serve subject to the continuing approval of both
26 the University and the International Union. Employees resigning or
27 removed from appointed positions will be returned to his/her de-
28 partment to the classification and grade last held by the employee,
29 bumping the least senior University employee in that classification
30 and grade. Employees will be compensated at the corresponding pay
31 for the classification and grade they last occupied including any and
32 all negotiated increases.
33

- 34 • The University agrees to fund a full-time peer counselor position.
- 35 • The University agrees to fund the president's position

36

37 **11. The University agrees to provide eighty (80) hours of paid release**
38 **time per year for Zone Representatives for joint training opportuni-**
39 **ties, problem solving and grievance prevention.**
40

1 **12. Omnibus Transportation Employee Testing Act Policy**

2 1. Change Section IV, Random Testing, of the above policy as follows:

3
4 **Characteristics of Random Alcohol Testing:** The number of safety-sensitive employees randomly selected for alcohol testing during
5 the calendar year shall be equal to a minimum percentage rate of
6 fifty percent (50%) of the total number of covered employees subject
7 to alcohol testing.
8

9
10 2. Change Section II, Reasonable Suspicion Testing, Section III,
11 Post-Accident Testing, Section IV, Random Testing and Section V,
12 Return to Duty, to reflect the following:
13

14 Any safety-sensitive employees who tests positive for drugs or who
15 undergoes breath alcohol testing which results in an alcohol concentration
16 of .04 or greater as a result of a reasonable suspicion, post-accident or random test shall be immediately and permanently
17 removed from their safety-sensitive position.
18

19
20 Any Safety-sensitive employee who undergoes breath alcohol testing
21 which results in an alcohol concentration between .02 and .04
22 shall immediately be removed from the safety-sensitive function and
23 shall be evaluated by a Substance Abuse Professional (SAP). Such
24 employee shall be subject to Section V, Return to Duty Testing and
25 Section VI, Follow-up Testing.
26

27 **13. Quarterly Meetings with Sr. Management**

28 The Vice President for Human Resources, the Director of Workforce
29 Policy & Labor Relations, the UAW Local 2300 President, UAW
30 Benefits Representative and UAW International Representative shall
31 meet quarterly to discuss labor, training and other issues that may
32 affect the employer/employee relationship. At one of the quarterly
33 meetings, up to 5 Union Representatives and appropriate Human
34 Resource Departmental Representatives, who have knowledge of
35 the agenda issues, may attend. It is agreed that agenda issues will
36 have been discussed at the department or college level prior to this
37 quarterly meeting. The parties will endeavor to exchange items five
38 (5) days in advance of the meeting. However, failure to include an
39 issue will not preclude discussion of that issue.
40

1 **14. Job Descriptions**

2 At the time of hire, and upon request thereafter, employees will be
3 provided with their current job description.

4
5 **15. Establishment and Co-Sponsorship Apprenticeship Program**

6 During the 2009 contractual negotiations the parties discussed and
7 have agreed to the formulation of a Joint Apprentice Committee
8 (JAC) immediately upon ratification of this agreement.

9
10 The JAC shall consist of no less than six (6) members, three (3) shall be
11 representatives of the University administration three (3) shall be Skilled
12 Trades members of the United Automobile, Aerospace and Agricultural
13 Implement Workers of America (UAW) Local Union 2300 bargaining unit.

14
15 The JAC shall be charged with the exploration and, if feasible, the devel-
16 opment and registration of a U.S. Department of Labor-Office of Appren-
17 ticeship training program under the guidelines of Title 29 CFR part 29
18 apprenticeship training.

19
20 As a condition of creating the JAC, the UAW agrees to meet with the
21 Tompkins-Cortland Counties Building Trades Council, Maintenance Di-
22 vision (BTC) and the University to resolve jurisdictional issues between
23 the BTC and the UAW.

1 **Letter of Understanding C**
2 **Sub Council Agreements**
3

4 **Campus Life**

- 5 • Summer Scheduling: Cornell Dining experiences shutdowns and
6 reduced service during the summer period that affects employee
7 schedules.
8

9 The representatives of the University agree to meet with the Union prior
10 to the summer period to discuss temporary employment opportunities for
11 employees laid off during this period. Both parties recognize that such
12 opportunities will be limited. The representatives of the University also
13 agree to meet with the Union at the end of the summer period to review
14 the summer scheduling process.

- 15 a. Employees whose services are not required during the summer
16 intersession will be laid off in line with their seniority within
17 their work unit provided the remaining employees are able to
18 perform the work.
19
- 20 b. Employees who desire to work in a temporary position at the
21 University during this period must make that desire known,
22 through Dining, to the Division of Human Resources to the
23 Recruitment and Employment Center in the Division of Hu-
24 man Resources. Employees will be asked to make their interest
25 known in writing, using a form that Dining provides to each em-
26 ployee during the summer scheduling process. The Recruitment
27 and Employment Center shall match laid off employees to avail-
28 able assignments considering seniority, current classification
29 and grade and the ability to perform the work. The University
30 will make every effort to locate temporary employment for those
31 affected employees. Employees hired to work in a temporary
32 position shall be paid their regular rate of pay, but no more than
33 the maximum of the applicable bargaining unit wage grade.
34
- 35 c. Employees working in a temporary position at the University
36 during this period, who have available vacation and sick hours
37 and who request and are granted time off with pay, will be paid
38 at their regular rate of pay.
39
- 40 d. Employees who are in temporary positions who are not required

1 to work on a holiday will be paid at the rate of pay the employee
2 is receiving in the temporary position. Benefits listed in Articles
3 31 and 34 will continue to accrue during temporary employment.
4 Employees will be recalled to work in their regular work unit
5 and classification in line with seniority, provided the employ-
6 ees are available for work at the time of the need and are able to
7 perform the work. In order to be recalled, employees who have
8 requested vacation during unscheduled work periods must in-
9 form their departments of their availability for work.

10
11 e. Employees who are hired to work in temporary positions are
12 working in non-bargaining unit positions as defined in Article
13 I, Recognition.

14
15 f. Scheduling procedure in Dining:

16 Step 1: Dining will offer schedules to 20-year employees based
17 on position respecting seniority.

18 Step 2: Dining will offer schedules to employees by position
19 within their home unit respecting seniority.

20
21 Step 3: Dining will offer schedules to employees by position in
22 dining respecting seniority.

23
24 g. Temporary employment in Department of Building Care, Res-
25 idential Services

26
27 Referral to Residential Services for temporary summer em-
28 ployment will be offered within the scheduling procedure
29 above.

30
31 Employees will be offered schedules respecting seniority and
32 based on their availability for work.

33
34 h. Release from summer employment

35
36 Dining will consider employee requests for early release from
37 their home unit to accept other temporary employment on a
38 case-by-case basis.

39
40 An employee may request summer layoff.

1 i. Employees on disability or workers' compensation leave

2
3 If an employee is released from disability or workers' compen-
4 sation leave, the employee shall provide the department one
5 week's notice of availability to return to work. The employee
6 will be returned to his/her position if available. If an employ-
7 ee's position is not available, the employee will be offered any
8 open position the employee has the ability to perform or will be
9 placed on summer layoff.

- 10
- 11 • Dining recognizes the Union's concern in regard to preserving
12 12-month positions. Dining agrees to discuss this issue at the regular-
13 ly scheduled joint labor/management meetings.
 - 14
 - 15 • **Campus Life Footwear:** The Union and representative of the De-
16 partment of Campus Life shall meet to discuss footwear for campus
17 life employees. If the department chooses not to provide the foot-
18 wear or the employee chooses to purchase their own footwear the
19 employee shall be reimbursed ninety-one-dollars (\$91) per year for
20 the remainder of the Agreement.
 - 21
 - 22 • **Training Days:** When scheduling the two (2) annual departmental
23 training programs, Dining will make available a minimum of four (4)
24 hours of paid time comprised of training and/or work.
 - 25
 - 26 • **Seniority Based Assignments - Article 35:** A joint labor-manage-
27 ment group will meet during the fall semester to establish a mutually
28 acceptable process for implementing seniority-based assignments un-
29 der Article 35. Schedules filled by temporary or agency employees
30 will be discussed as a part of this process, with the joint intention of
31 ensuring, whenever possible, that regular Dining employees, who are
32 qualified and have a good performance record, can bid by seniority
33 on schedules for such temporary or agency employee (in accordance
34 with the timing and procedure established by Dining after the con-
35 clusion of this process). It is recognized that there may be exceptions
36 based on explained business needs and/or to prevent detriment to Din-
37 ing's operations.
 - 38
 - 39
 - 40

1 **Building Care**

- 2 • The department shall continue to hire temporary employees as one
3 method of filling-in for absent employees. It is in the interest of both
4 parties to fill regular positions in as timely a manner as possible.
5
- 6 • Officially, there will not be a 4 a.m. shift, but periodically, managers
7 may authorize individuals to start their shifts at 4 a.m., or at other
8 times, as needed on a temporary basis.
9
- 10 • Part time employees will be offered full time positions as they arise
11 based on seniority. A part time employee who declines an offer for
12 full time will indicate (using written dept. form) if they choose to
13 move to the bottom of the seniority list or be removed from the list
14 altogether. However, employees may elect to remain in their current
15 division (contract college or endowed) and turn down a full time offer
16 for the other division, and not lose their spot on the seniority list, in
17 order to wait for an opening in their current division. At that point, the
18 employee will be placed in the next available full time position. This
19 placement may result in a different work location for the employee.
20
- 21 • When a full time need exists on a temporary basis, a reasonable effort
22 will be made to place a regular part time employee in good standing in
23 the same building into such temporary need based on seniority, prior
24 to offering the hours to a temporary employee.
25
- 26 • As discussed and clarified at sub council meetings, employees will be
27 compensated for function set-up and tear-down duties in keeping with
28 current practice.
29
- 30 • If a current full time employee wishes to become part time, such re-
31 quest will be granted. However the employee may be assigned to a
32 different work location. The change in appointment to part time status
33 shall be in effect for a minimum of one (1) year. Exceptions to this
34 shall be considered on a case-by-case basis, e.g., loss of day care, em-
35 ployee or family illness, etc and will be granted when possible. If the
36 employee wishes to return to full time status, the request must be sub-
37 mitted in writing to the supervisor. The employee will be placed in the
38 next available full time position. This may also result in placement for
39 the employee in a different work location. The employee may elect to
40 stay in the same division (i.e. contract colleges or endowed).

- 1 • Bulletin boards are provided at all time clocks and the parties agree to
2 jointly monitor the material on the boards. It is agreed that all postings
3 shall be dated to indicate the “life” of such postings and that once the
4 date expires the posting may be removed. If there is a question as to
5 the “life” of a posting, the supervisor and steward shall discuss it prior
6 to its removal.
7
- 8 • Building Care will provide a clock list to the Union on a semi-annual
9 basis unless otherwise requested by the UAW.
10
- 11 • Efforts will be made by the Union to schedule union business leave to
12 straddle the break or lunch period.
13
- 14 • The Building Care managers agree to give as much notice as possible
15 to employees who are moved to a different area. Additionally, the
16 department agreed to communicate the reasons for a move to a dif-
17 ferent area whenever possible. Temporary or lower senior employees,
18 when possible, will typically be first to regularly be assigned to an-
19 other area. The department will also give consideration to employee
20 requests to remain in an assigned area or be moved to another area.
21 However, Building Care must retain the right to reassign employees
22 to meet the needs of a large service department.
23
- 24 • Building Care’s current policy is that our more relaxed policy (shorts
25 permitted) is in effect between the May 1st and October 1st. There
26 have and will be occasions of unusually hot weather in the Spring and
27 Fall when we will make an exception to this policy. Employees may
28 bring shorts to work on days when it is expected to be hot and will
29 be allowed to change into them if Management deems it appropriate.
30 Employees shall not be sent home for an initial violation of the Build-
31 ing Care’s dress code unless such violation is of a serious nature.
32
- 33 • **Building Overtime:** Building overtime, other than special assign-
34 ments and emergency situations, shall be assigned for business effi-
35 ciency reasons, to the person who is regularly assigned to work the
36 floor where the overtime is available. If that person is unavailable,
37 such assignment shall be rotated by seniority within that building. If
38 additional employees are needed to work the building assignment, the
39 department shall offer the overtime to other employees in that build-
40 ing on a rotating basis by seniority.

- 1 • **Complex Overtime and Departmental Overtime:** The department
2 has then agreed to create the following overtime assignment lists: one
3 for each complex and one for the entire department. When overtime
4 work is available within a complex, names will be selected first from
5 the complex list in which overtime is available. If no one is interest-
6 ed the department wide list shall be used. The initial lists shall be
7 developed based on seniority and if you accept overtime, or if you
8 are asked and reject the overtime, your name moves to the bottom
9 of the list. Each manager shall maintain his/her own complex list.
10 The department list shall be maintained centrally. Every six months,
11 all Building Care employees will be asked whether they are willing
12 to work overtime and the lists will be updated accordingly. As new
13 names are added to the lists they shall be slotted in order of seniority
14 into the existing list without disrupting the rotation.
15
- 16 • Building Care retains the right to assign lead custodians to overtime
17 assignments only when a lead person is needed, as determined by the
18 department.
19
- 20 • It is agreed that for planned overtime projects in a particular complex,
21 the department may post a sign-up sheet at each clock for employees
22 with an interest in the overtime assignment to sign. This is in lieu of
23 the department asking each employee in the complex if they have an
24 interest in the overtime assignment. For overtime assignments in Bar-
25 ton Hall or department-wide, the department will continue to distrib-
26 ute a sign-up list for all employees every six (6) months. Employees
27 who refuse overtime assignments twice, do not show up or are late
28 two (2) times during a six (6) month period will be dropped from the
29 overtime list until the next six (6) month sign up list is distributed.
30
- 31 • The department will provide slip resistant boots to those employees
32 who are required to maintain swimming pools, showers, locker rooms
33 and employees required to strip floors. The department will consider
34 recommendations for other types of slip resistant boots.
35
- 36 • Employees regularly assigned to the carpet truck will be provided
37 with a safety shoe allowance as per Article 17, Required Apparel.
38
- 39 • The parties agree to a pilot program whereby the appointment to lead
40 positions will be treated as follows for the first six months of the ap-

1 pointment: If the employer believes that the employee, as specifically
2 demonstrated by his/her performance in the position, cannot perform
3 the job duties, then such employee shall be returned to his/her former
4 position from which he/she was promoted. The employee also has the
5 option to return to his/her former position during this period.
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1 **Statler Hotel**

- 2 • For the purpose of fostering good communications, we agree to con-
3 duct quarterly meetings of a small group of bargaining unit employees
4 representing each of the Statler departments with the Hotel School’s
5 Director of Human Resources and other invited Statler managers. The
6 UAW will contact the Statler HR office to schedule these meetings.
7 These meetings may include a discussion of health and safety issues
8 of mutual concern for the purpose of ensuring proper training, tools
9 and work habits are employed, and potential hazards are identified
10 and addressed, in order to promote and maintain a safe workplace. A
11 quarterly report of all workers’ compensation cases will be provided
12 to the union.
- 13
- 14 • The Statler will provide ongoing diversity/inclusiveness and health/
15 safety training and programming.
- 16
- 17 • Subject to availability and non-peak times, Statler Hotel bargaining
18 unit employees may receive a ten percent (10%) discount on guest
19 rooms, banquet functions and dinner/brunch in Banfi’s Restaurant.
20 The Statler employee may extend this discount to his/her immediate
21 family (parents and children), but the Statler employee must make the
22 room reservation and be present for the food & beverage functions.
- 23
- 24 • Slip Resistant Work Shoes: The Statler will provide for or subsidize
25 the expense (up to \$71 inclusive of CPI for the life of the Agreement)
26 of one pair of Statler-approved work shoes per year for our bargaining
27 unit uniformed staff.

28

29 **Housekeeping**

- 30 • Statler Housekeeping room attendants are typically assigned 14 room
31 credits per 8-hour work shift. The following existing suites will count
32 as two room credits: 302, 402, 502, 602, 605, 702, 802 and 902. The
33 following existing suites will count as 1.5 room credits: 309, 409, 509,
34 609, 709, 809 and 909. If someone calls off work, a room attendant
35 might be assigned 15 room credits. Fewer rooms are assigned to room
36 attendants who have rooms on the 3rd or 4th floor or who have to
37 travel two or more floors to complete their rooms; or, they are assigned
38 less “checkouts” and more “stay-overs”. Room attendants who are as-
39 signed and complete more than 14 room credits up to Statler Standards
40 without assistance in an 8-hour work shift will be paid an additional

1 ten dollars (\$10) per room credit for each room credit over 14.

- 2
- 3 • If a room attendant is assigned 14 room credits or 15 room credits (if
- 4 someone is called off) for the day, a room should be considered ser-
- 5 viced for the day after the room attendant has cleaned and punched it
- 6 in one time on that day, regardless of status (checkouts or stayovers.)
- 7
- 8 • Scheduling Housekeeping work, by nature is variable based on fluc-
- 9 tuating business volume. Housekeeping staff are required to work a
- 10 schedule subject to change, including days, nights, weekends, hol-
- 11 idays and split days off. Where feasible, management will assign
- 12 schedules that will give employees two (2) consecutive days off and
- 13 not require employees to work more than five (5) consecutive days.
- 14 Where this does not occur, management will consider employee re-
- 15 quests to voluntarily accept extra workdays.
- 16
- 17 • When bargaining unit employees must be called in on a day that they
- 18 had not been scheduled to work, the supervisor shall start with the
- 19 senior-most employee in the job title/grade without a full work week,
- 20 proceeding through the list in order of seniority. If all employees have
- 21 been scheduled for five shifts, overtime shall be offered starting with
- 22 the most senior employee.
- 23

24 **Bellpersons**

- 25 • The regular Bellpersons will receive the non-tipped S02 base wage
- 26 rate while training new staff members during their first and second
- 27 training shifts. They will receive the tipped wage during the third and
- 28 fourth training shifts. Each training is a standard eight hour day.
- 29
- 30 • Compensation for Waitstaff and Bellpersons will be determined
- 31 during the larger contract negotiations.
- 32

33 **Maintenance**

- 34 • **Prescription Safety Glasses:** A reimbursement of up to five-hun-
- 35 dred-dollars (\$500) for a period of four years for prescription safe-
- 36 ty glasses for those employees whose position requires them and is
- 37 pre-approved by their supervisor. Appropriate documentation of pur-
- 38 chase of such glasses is required from the employee before the reim-
- 39 bursement can be issued.
- 40

1 **Other**

- 2 • The guest check will read in words or substance: Gratuity not includ-
- 3 ed. For your convenience, suggested gratuity calculations are 18%,
- 4 20% or 22%.

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1 **Cornell Botanic Gardens**

- 2 • **Clothing & Outer Wear Allowance:** All employees are expected to
3 report to work with proper work gear in good condition to help ensure
4 worksite safety and ready to perform their work duties. As such, em-
5 ployees should be properly prepared for the working and environmen-
6 tal conditions they will encounter while on the job, such as operating
7 heavy machinery or working in inclement weather.

8
9 To this end, management will provide each regular employee with
10 five (5) shirts and two (2) hats with the Cornell Botanic Gardens logo
11 so that they are identifiable to Cornell students, faculty, staff and vis-
12 itors while at work as well as clothing allowance of three-hundred-
13 eight-two (\$382) each year for the life of the Agreement. Regular
14 employees hired after the date of ratification of this Agreement will
15 receive this allowance once they have successfully completed their
16 probationary period. Staff hired in mid-year of a contract period shall
17 receive a pro-rated amount retroactive to their date of hire as a regular
18 employee.

19
20 This clothing allowance is intended to be applied by employees to-
21 ward their expenses for proper work gear as described above, such
22 as, but not limited to, coveralls, gloves, pants, shirts, jackets, hats,
23 and shoes/boots including appropriate OSHA approved safety toe
24 footwear, and replaces the required apparel reimbursement provision
25 for the purchase of safety shoes or boots as applicable in Article 17,
26 Required Apparel, of the contract.

27
28 Cornell Botanic Gardens will provide personal protective equipment
29 in the following categories: Helmets/hard hats; goggles/eye pro-
30 tection; ear protection; pesticide application gear; appropriate PPE
31 e.g., gloves for vibrating tools, masonry work, hazardous material
32 clean-up; chaps for chainsaw work.

33
34 The negotiated clothing allowance will be added to the employee's
35 regular paycheck and taxed accordingly. This allowance will be is-
36 sued by the middle of August of each contract year.

- 37
38 • **Prescription Safety Glasses:** A reimbursement of up to five-hun-
39 dred-dollars (\$500) for a period of four years for prescription safe-
40 ty glasses for those employees whose position requires them and is

1 pre-approved by their supervisor. Appropriate documentation of pur-
2 chase of such glasses is required from the employee before the reim-
3 bursement can be issued.

- 4
- 5 • **Uniforms:** Cornell Botanic Gardens will contract with the Universi-
6 ty's preferred uniform supplier to provide vehicle mechanics with the
7 standard package of 5 clean mechanic uniforms per week.
- 8
- 9 • **Overtime:** The parties agree to use the "Plantations Guidelines for
10 UAW Staff Overtime Opportunities drafted 11/13/15" subject to revi-
11 sions by the Cornell Botanic Gardens Labor/Management Team.
- 12
- 13 • If Cornell Botanic Gardens has a need to reduce staff during seasonal
14 employment, employees shall be given a minimum of 14 calendar day
15 notice or pay in lieu of notice.
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1 **Zone and Shift Maintenance Mechanics**

- 2 • **Personal Vehicle Use Allowance:** All mechanics who are currently
3 on the payroll and who use their personal vehicles for work related
4 matters shall receive one-hundred-seventy dollars (\$170) bi-weekly
5 for the life of the Agreement. All mechanics who are hired after the
6 date of ratification of this Agreement will receive a reimbursement as
7 outlined in Article 18, Vehicle Allowance.
8
- 9 • **Clothing/Shoe allowance:** Full time employees shall be provided
10 with a clothing and shoe allowance of three-hundred-fifty-nine dol-
11 lars (\$359) after they have completed probation. Staff hired in mid-
12 year of a contract period shall receive a pro-rated amount retroactive
13 to their date of hire as a regular employee.
- 14 • This allowance is payable in the employee's paycheck, is subject to
15 applicable taxes and will be paid as soon as is practicable after the
16 beginning of each contract year.
17
- 18 • **Shift differential:** all regular scheduled employees who work on
19 weekends (6:00 PM Friday till 6:00 AM Monday) will be paid the
20 following allowance: Employees scheduled to work four or more
21 hours between the hours of 6:00 PM and 6:00 AM will get \$1.72 an
22 hour increase in pay. Any employee who works during the hours of
23 6:00 AM till 6:00 PM will receive \$1.06 an hour increase. Employ-
24 ees who regularly work a shift from 6:00 AM Monday thru 6:00 PM
25 Friday, which includes four or more hours between the hours of 6:00
26 PM and 6:00 AM, shall be paid an additional \$1.06 an hour. These
27 differentials will remain in effect for the duration of the agreement.
28 If an employee receives this shift differential, then they will not be
29 eligible for the shift differential which is covered under Article 35 of
30 their contract. Management will entertain suggestions from the Union
31 to change the present method of scheduling shift employees.
32
- 33 • **Prescription Safety Glasses:** A reimbursement of up to five-hun-
34 dred-dollars (\$500) for a period of four years for prescription safe-
35 ty glasses for those employees whose position requires them and is
36 pre-approved by their supervisor. Appropriate documentation of pur-
37 chase of such glasses is required from the employee before the reim-
38 bursement can be issued.
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- 1 • **Overtime Selection Procedure:** Overtime, other than emergency
2 situations, shall be assigned for business efficiency reasons, to the
3 person who is regularly assigned to the work where the overtime is
4 available. If that person is unavailable, such assignment shall be of-
5 fered to other Maintenance Mechanics within the same zone by grade
6 level, required classification, and seniority.
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1 **Grounds**

- 2 • **Clothing and Shoe Allowance:** Full time employees shall be
3 provided with a clothing and shoe allowance of three-hundred-fif-
4 ty-nine dollars (\$359) after they have completed probation. Staff
5 hired in mid-year of a contract period shall receive a pro-rated
6 amount retroactive to their date of hire as a regular employee. The
7 parties agree to meet and confer on an alternate method based
8 upon an allotment in lieu of an allowance.
- 9
- 10 • **Prescription Safety Glasses:** A reimbursement of up to five-hun-
11 dred-dollars (\$500) for a period of four years for prescription safe-
12 ty glasses for those employees whose position requires them and
13 is pre-approved by their supervisor. Appropriate documentation of
14 purchase of such glasses is required from the employee before the
15 reimbursement can be issued.
- 16
- 17 • **Overtime After Eight (8) Hours:** For emergency situations other
18 than snow, employees who are called in after 11:00 P.M prior to
19 a normal workday may choose to do one of the following if they
20 work five (5) or more hours:
- 21
- 22 • Work for up to four (4) hours in their next scheduled shift
 - 23 • Work for up to four (4) hours in their next scheduled shift and
24 supplement the remaining hours in that shift with personal
25 time or vacation accruals.
 - 26 • Leave after the emergency leave is over and use personal leave
27 or vacation accruals to cover the hours remaining in their next
28 scheduled shift.
- 29
- 30 • Grounds employees who work four (4) or more hours between the
31 hours of 6 PM and 6 AM shall receive the negotiated shift differ-
32 ential as described in Article 35, Hours of Work and Overtime.
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1 **CU Hospitals for Animals – Staff Coverage Procedures for Equine**
2 **Farm Animal Hospital and Companion Animal Hospital**
3

4 **Procedures:**

5 **1. Staffing Coverage:**

6 Background – The Cornell University Hospital for Animals
7 consists of several 24/7 units, which requires coverage 24
8 hours a day, 7 days a week by staff who support those units.
9 To meet expectations of superior patient care, animal care staff
10 may be asked to work weekends, holidays, or other shifts/
11 days normally scheduled off in order to meet business/staffing
12 needs.

- 13 A. All regular union staff members will be on a rotation list,
14 which will be based on seniority. The animal care super-
15 visor is responsible for maintaining the rotation list.
16 • Two separate rotation lists will be maintained. One
17 for holidays and one for regular (non-holiday) work
18 days (Monday through Sunday).
19 B. Individuals providing staffing coverage will receive the
20 option of selecting either: a.) pay for the time worked or
21 b.) time off (equivalent to the hours worked) within the
22 same pay week.
23 • The staff member covering the shift will receive over-
24 time pay if the total hours worked during that pay
25 week exceed 40 hours.
26

27 **2. Rotation Process:**

- 28 A. Union staff members will rotate on the list based on se-
29 niority. The initial list established will begin with the most
30 senior union staff member and continue with the remain-
31 ing staff members in order by seniority.
32 i. Should a staff member decline, the next staff member
33 on the list will be offered the opportunity to work.
34 The staff member who declined will be moved to the
35 bottom of the list and contacted the next time the list
36 rotates back to his/her name.
37 a. Staff members have the right to refuse/decline the re-
38 quest to provide staff coverage.
39 ii. If the scheduling effort is being done by phone, a
40 no answer or busy signal equates to “not available”

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- and the next staff member on the list will be called. The list will be noted that the attempt to contact was made. The staff member who was not available will be moved to the bottom of the list and contacted the next time the list rotates back to his/her name.
 - iii. Continue down the list until required staffing is obtained.
 - iv. After required staffing is obtained, the next person on the list becomes the first person called for the next rotation process to cover staffing needs.
 - v. Casuals or temporary staff will be contacted only after exhausting all regular staff members on the rotation list.
- B. In the event that staff coverage becomes mandatory as a result of all staff declining the request to provide coverage, the least senior union staff member will be required to provide coverage. In this case, the individual will receive the option of selecting either: a.) pay for the time worked or b.) time off (equivalent to the hours worked) within the same pay week.
- i. The staff member covering the shift will receive over-time pay if the total hours worked during that pay week exceed 40 hours.

1 **Cornell University Agricultural Experiment Station/Farm Services/**
2 **Horticulture/Poultry Science Sub-Council**
3

- 4 • **Clothing and Shoe Allowance:** All employees are expected to
5 report to work with proper work gear in good condition to help
6 ensure worksite safety and ready to perform their work duties.
7 As such, employees should be properly prepared for the working
8 and environmental conditions they will encounter while on the
9 job, such as operating heavy machinery or working in inclement
10 weather.

11
12 To this end, regular employees shall be provided with a clothing
13 allowance of three-hundred-sixty-six dollars (\$366) per year after
14 they have successfully completed their probationary period. Staff
15 hired in mid-year shall receive a pro-rated amount.

16
17 This clothing allowance is intended to be applied by employees
18 toward their expenses for proper work gear as described above,
19 such as, but not limited to, coveralls, gloves, pants, shirts, jackets,
20 hats, rain gear, and shoes/boots including steel toed footwear, and
21 replaces the required apparel reimbursement provision for the pur-
22 chase of safety shoes or boots as applicable in Article 17, Required
23 Apparel, of the contract.

24
25 The negotiated clothing allowance will be added to the employee's
26 regular paycheck and taxed accordingly. This allowance will be
27 issued by the middle of August of each contract year.

- 28
29 • **Prescription Safety Glasses:** A reimbursement of up to five-hun-
30 dred-dollars (\$500) for a period of four years for prescription safe-
31 ty glasses for those employees whose position requires them and
32 is pre-approved by their supervisor. Appropriate documentation of
33 purchase of such glasses is required from the employee before the
34 reimbursement can be issued.

1 **Cornell University R5 Operations: Respect, Rethink, Reduce, Reuse,**
2 **Recycle**

- 3
4 • **Clothing and Shoe Allowance:** Full time employees shall be pro-
5 vided with a clothing and shoe allowance of three-hundred-fifty-
6 nine dollars (\$359.00) after they have completed probation. Staff
7 hired in mid-year of the contract period shall receive a pro-rated
8 amount retroactive to their date of hire as a regular employee.

9
10 This allowance is payable in the employee’s paycheck, is subject
11 to applicable taxes and will be paid as soon as is practicable after
12 the beginning of each contract year.

- 13
14 • **Prescription Safety Glasses:** A reimbursement of up to five-hun-
15 dred-dollars (\$500) for a period of four years for prescription safe-
16 ty glasses for those employees whose position requires them and
17 is pre-approved by their supervisor. Appropriate documentation of
18 purchase of such glasses is required from the employee before the
19 reimbursement can be issued.
- 20
21 • **Shift Differential:** R5 employees who work four (4) or more
22 hours between the hours of 6 PM and 6 AM shall receive the nego-
23 tiated shift differential as described in Article 35, Hours of Work
24 and Overtime.

APPENDIX A CLASSIFICATIONS

Animal Attendant

Animal Science, CARE, CU Hospital for Animals, Animal Resources, Equine Park

Baker

Campus Life, Statler Hotel and Conference Center

Bellperson

Statler Hotel and Conference Center

Boat Rigger

Athletics

Clinic Aide

CU Hospital for Animals

Cook

Campus Life, College of Arts & Sciences, ILR Conference Center, Statler Hotel and Conference Center

Cook, Short Order

Campus Life, Statler Hotel and Conference Center

Crew Leader

Grounds, Cornell Botanic Gardens

Custodian

Facilities Management, Student & Campus Life, Cornell Health, Baker Institute for Animal Health, Laboratory of Ornithology, Statler Hotel and Conference Center

Custodian, Head

Facilities Management, Student & Campus Life, Cornell College of Business, Statler Hotel and Conference Center

Delivery Driver

Student & Campus Life, Transportation & Mail Services, Food Science,

Laboratory of Ornithology

Dish Machine Operator

Student & Campus Life, Statler Hotel and Conference Center

Digital Copy Operator

Cornell Stores

Dispatcher

Facilities Management

Equipment Operator

FM Grounds, RMSS - Biosafety Program

Field Assistant

Cornell Botanic Gardens, CU Agriculture Experiment Station, Farm Services, Horticulture

Food Service Worker

Student & Campus Life, ILR Conference Center, Statler Hotel and Conference Center, College of Arts & Sciences

Gardener

Cornell Botanic Gardens, FM Grounds

Greenhouse Grower

CU Agriculture Experiment Station

Greenhouse Grower, Head

CU Agriculture Experiment Station

Groundswoker

Golf Course, FM Grounds

Lab Attendant

Molecular Biology & Genetics, Vet Biomedical Sciences, Baker Institute for Animal Health, Vet Molecular Medicine

Maintenance Mechanic

Athletics, Cornell College of Business, Cornell Botanic Gardens, Facili-

ties Management, Lab of Ornithology, Student & Campus Life, Transportation & Mail Services, Baker Institute for Animal Health

Material Handler

Athletics, CALS AG Facilities, Student & Campus Life, Cornell Stores
Cornell College of Business, CU Hospital for Animals, Recycling Operations – R5, University Press, Vet Facilities Services

Milk Plant Worker

Food Science

Orchard Worker, Head

Horticulture

Print Machine Operator

Cornell Stores

Vehicle Mechanic

CU Agriculture Experiment Station, FM Grounds, Cornell Botanic Gardens, Transportation & Mail Services

Waitperson

Statler Hotel and Conference Center

APPENDIX B
GRADE LEVELS AND CLASSIFICATIONS

SO01

Food Service Worker
Laboratory Attendant

SO02

Bellperson
Custodian
Dish Machine Operator
Food Service Worker
Waitperson

SO03

Clinic Aide
Custodian
Food Service Worker
Laboratory Attendant
Maintenance Mechanic

SO04

Animal Attendant
Cook
Cook, Short Order
Custodian
Custodian, Head
Delivery Driver
Food Service Worker
Grounds Worker
Laboratory Attendant
Material Handler

SO05

Animal Attendant
Custodian, Head
Delivery Driver
Greenhouse Grower
Grounds Worker
Laboratory Attendant

Maintenance Mechanic
Material Handler
Vehicle Mechanic

SO06

Animal Attendant
Baker
Cook
Custodian, Head
Equipment Operator
Food Service Worker
Gardener
Maintenance Mechanic
Material Handler

SO07

Animal Attendant
Cook
Dispatcher
Field Assistant
Greenhouse Grower
Maintenance Mechanic
Material Handler
Milk Plant Worker

SO08

Animal Attendant
Baker
Cook
Digital Copy Operator
Equipment Operator
Field Assistant
Gardener
Greenhouse Grower, Head
Maintenance Mechanic

SO09

Boat Rigger
Equipment Operator
Gardener

Maintenance Mechanic
Material Handler
Milk Plant Worker
Orchard Worker, Head
Print Machine Operator
Vehicle Mechanic

SO10

Crew Leader
Equipment Operator
Field Assistant
Gardener
Greenhouse Grower, Head
Maintenance Mechanic
Material Handler
Orchard Worker, Head
Vehicle Mechanic

SO11

Crew Leader
Gardener
Maintenance Mechanic
Print Machine Operator
Vehicle Mechanic

SO12

Sr. Maintenance Mechanic

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2016

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2017

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2018

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2019

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2020

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2021

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