AGREEMENT BETWEEN

CORNELL UNIVERSITY
NEW YORK STATE AGRICULTURAL EXPERIMENT STATION

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 158S

July 1, 2015 THROUGH June 30, 2020
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This Agreement is between Cornell University, hereinafter referred to as the University and the International Union of Operating Engineers, Local 158S, hereinafter referred to as the Union and is effective from July 1, 2015 through June 30, 2020.

ARTICLE 1
PURPOSE AND INTENT

It is agreed by the University and the Union that the purpose of this Agreement is to: promote orderly and cooperative labor relations between the University and Union; assure efficient, economical and uninterrupted plant operations; establish fair wages, hours and working conditions of employment; to prevent strikes, lockouts, slowdowns; and to set forth the entire Agreement between Cornell University, the Union and employees at the New York State Agricultural Experiment Station (herein after Geneva Heating Plant) located in Geneva, New York.

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

ARTICLE 2
UNION RECOGNITION

The University hereby recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours of employment, and other working conditions for all full-time and regular part-time Utility Operator II and III employed by the University at its Geneva, NY campus.

ARTICLE 3
UNION SECURITY

The parties agree that all employees in the Geneva Heating Plant subject to the jurisdiction of Local Union No. 158S, International Union of Operating Engineers as set forth in Schedule A attached hereto and made part hereof, shall become members of the respective Local No. 158S, no later than the 31st day from the commencement of their employment or the execution date of this Agreement, whichever is later, and shall remain in good standing thereafter, subject to the limitations of any applicable law.
The university agrees to compensate up to two (2) union representatives for lost work time spent in scheduled negotiations. Lost work time shall mean only those hours the employee is regularly scheduled to work.

**ARTICLE 4**

**UNION DUES, INITIATION FEES, & SERVICE CHARGES**

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

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

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

**ARTICLE 5**

**MANAGEMENT RIGHTS**

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

a. The determination of the size and qualifications of the work force, including the allocation and assignment of work or workers; the content of job classifications; the determination of policies affecting the selection and training of the employees and the ultimate authority to hire, recall, transfer, promote, lay off, suspend, demote or dismiss employees;
b. The full and exclusive control of the management of the University; the supervision of all operations; including the means, methods, manner, standards and processes by which any and all work will be performed;

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

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

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

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

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

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

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

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

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

ARTICLE 6
PRODUCTIVITY

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

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

ARTICLE 7
NO STRIKE GUARANTEE

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

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

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

“To all employees of the University represented by Local 158S, International Union of Operating Engineers, AFL-CIO:

You are advised that the action against and interference with the operations of Cornell University which took place (date) is unauthorized by the Union and in violation of the collective bargaining Agreement. You are directed to cease this action and interference immediately.”

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

ARTICLE 8
DISCIPLINE AND DISCHARGE

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

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

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

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

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

In imposing discipline on a current charge, the University will not take into account any prior disciplinary warning letters (excluding suspensions) that occurred more than twenty-four (24) months prior to the date of the current infraction. Periods of disability and workers’ compensation of greater than thirty (30) days shall extend the life of the warning letter.

An employee may request that the record of a disciplinary suspension not be considered when imposing discipline on a future charge after twenty-four (24) months following the suspension. Such a request shall be made to CALS Human Resources and will be handled by its staff. Only disciplinary suspensions that are twenty-four (24) months or older will be considered through this process. The employee will be notified of the CALS Human Resources decision. If the request is denied, CALS Human Resources will give the employee an explanation of the reason for the denial in writing. If the employee disagrees with the decision, he/she may appeal the denial to the Director of Workforce Policy and Labor Relations or designee for final determination.

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

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

The employer and the Union affirm the principle of equal employment opportunity. There will be no discrimination to the extent prohibited by law with reference to terms and conditions of employment as per the University’s Equal Education and Employment Opportunity Statement (https://www.hr.cornell.edu/diversity/eeeo/statement.html) at https://www.hr.cornell.edu/diversity/eeeo/workforce_inclusion.html and will assist in implementing said program.

ARTICLE 10
SENIORITY

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

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

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

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

e. Has been on layoff for a time equal to his/her unit seniority at the time of his layoff or twelve (12) months, whichever is less.
f. Is absent from work or fails to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying and receiving approval from the plant manager or designee.
g. Is transferred or promoted into another position within the University.
h. The employee fails to return to employment at the University within one year following the expiration of Short-Term Disability Leave.
i. An employee on a continuous absence from work due to a work-related injury or illness who fails to return to work within one year of a determination by a physician that the employee is permanently disabled or if the employee fails to return to work within thirty (30) months following a continuous absence due to work-related injury or illness.

Probationary Employee

An employee is a probationary employee for the first three (3) months of their regular full-time continuous employment in this bargaining unit. An employee will not begin to accrue seniority rights until after the probationary period is completed at which time seniority will be calculated from the employee’s original date of hire. The University may extend the probationary period for an additional thirty (30) calendar days. Periods of temporary layoff, disability and workers’ compensation shall extend the probationary period accordingly.

Probationary employees may be disciplined, laid off or terminated with or without cause and without regard to the grievance and arbitration procedures.

Layoff and Recall

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

Employees who would otherwise be laid off under this procedure may displace employees in other positions within the Geneva Heating Plant, provided the employee to be displaced:

- has less seniority;
- is employed in the same salary grade, or lower;
- is employed in a position which the employee who is about to be laid off has held in the past or, in the University’s judgment, has the qualification to and can immediately perform the job without further training; and further,
- provided that the employee accepts the position at the rate of pay designated for that lower position.
Filling Job Vacancies
It is agreed that the job opening should be filled by the person most qualified to perform the work. The University will post job openings which may occur in the bargaining unit.

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

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

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

Employees who are temporarily assigned for five consecutive days or more to a higher graded position shall be paid at the corresponding rate for the higher grades position within this bargaining unit.

ARTICLE 11
GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

Step 1
An employee who wishes to pursue a grievance must submit a completed and signed grievance form to Director of Facilities or designee within three (3) working days from the date on which the cause of the complaint occurred or from the date the aggrieved employee had reason to know of its occurrence. Director of Facilities will meet with the employee and/or shop representative within five (5) working days from the receipt of the grievance form, and will provide a response within five (5) working days from the date of the Step 1 meeting.

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

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

Step 4
If the Union disagrees with the Step 3 answer, it may appeal the grievance
to arbitration by notifying the Director of Workforce Policy and Labor
Relations within ten (10) working days from its receipt of the Step 3
answer. Unless a mutual agreement by the parties is made to the contrary,
only one grievance may be the subject of an appeal to arbitration.

If the grievance is appealed to arbitration, the moving party shall request
the Federal Mediation and Conciliation Service (FMCS) to submit a panel
of seven (7) arbitrators. Each party shall have the right to reject one panel
of arbitrators.

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

When considering and rendering a decision on the grievance, the arbitrator
shall have no right to add to, subtract from, nullify, ignore or modify any
of the terms of this Agreement. The arbitrator shall render his/her decision
within thirty (30) days from the close of the arbitration. The decision of
the arbitrator shall be final and binding on all involved parties.
The costs of arbitration shall be borne equally by the University and Union. Each party will be responsible for the expenses of its witnesses and representatives, such as lost work time and travel expenses.

ARTICLE 12
HOURS OF WORK/OVERTIME

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

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

All employees are to be at the place designated by their supervisors, ready for work, at their starting time and remain at their work site and continue working until the end of their shift or until relieved by the next shift worker.

There shall be no pyramiding of overtime and/or premium pay.

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

Training and Meetings
Attendance that is required, by management, for meetings or trainings will be considered hours worked.
Schedules

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

Lunch periods shall be unpaid and the time and duration of the lunch period will be scheduled by the supervisors. Employees who are not given time off from work for lunch periods will be permitted to lunch during working hours provided such lunching does not interfere with work or the orderly and efficient operation of the University. In the event an employee is required to work twelve (12) consecutive hours, time for a meal will be permitted in the same manner allowed above for the lunch breaks.

Only time actually worked over forty (40) hours per week shall be considered overtime and is to be paid for at the rate of one and one-half (1-1/2) times the employee’s regular rate of pay. There is no weekend premium pay.

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

ARTICLE 13
OVERTIME DISTRIBUTION

The University reserves the right to require employees to work overtime as may be necessary to meet the University’s operating requirements. However, the use of overtime must be minimized in order to maintain the department operating budget.
The University and the Union agree that all overtime assignments for shift coverage (not including maintenance overtime assignments) will be offered to bargaining unit staff before assigning such overtime to other Geneva Experiment Station staff.

1. Overtime will generally not be used to fill shifts where advance notice and approval has been given, such as days off for vacation or paid leave time. The use of overtime will generally be limited to filling shift vacancies caused by short notice call-ins.

2. When advance notice (> 12 hrs.) of a shift vacancy is given, the shift will be filled by a relief operator if available. If no primary relief operator is available the shift will be filled by flexing the schedules of other plant operators using secondary relief schedules. If the secondary relief operator is unable to cover the shift, other operators will fill the shift if mutually agreed upon. As a last alternative the shift will be filled using other NYSAES staff.

3. When little advance notice is given (< 12 hrs.), the shift will be filled by a relief operator if practical. If using a relief operator is not practical the shift may be filled by offering overtime to the other plant operators. The operators on either side of the open shift should be offered the opportunity to extend their shift by 4 hours to cover the opening. If those operators are unavailable to fill the shift then other plant operators should be contacted and offered the chance for overtime. If no plant operators are available then the overtime should be offered to personnel listed on the relief roster.

* Openings on the week day 8am-4pm shift may be filled using other NYSAES personnel if no relief operator is available. Overtime will generally not be used to fill the weekday 8am-4pm shifts.

1. It must be recognized that exceptions to the above can occur due to extenuating circumstances. These exceptions must be reasonable and be approved by the heating plant supervisor.
2. An attempt will be made to distribute the opportunity for overtime evenly to all operators within a balance of 30 hours per year to be reviewed each January.

Exceptions:

1. This exception will generally apply for the coverage of longer term absences than described above. When there is no availability of a relief operator(s) and unscheduled absences occur, such as multiple operators out sick or operators out due to other University approved unscheduled leaves (vacation leave does not fall into this category), the following will apply:

   a. For the extended coverage of shifts using overtime the approval of the Director of Facilities is required
   b. The guidelines for selecting the operators to be chosen for overtime will be the same as described above.

ARTICLE 14
WAGES

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<td>7/1/2015</td>
<td>$17.45</td>
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<td>7/1/2016</td>
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<td>7/1/2017</td>
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<td>7/1/2018</td>
<td>$18.84</td>
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<td>7/1/2019</td>
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Employees hired after the date of ratification of this Agreement will be paid according to the wage schedule above.

As of the date of ratification of this Agreement, employees paid at a base rate less than the 2015 rate noted above will be moved to that rate retroactive to July 1, 2015. All others employees will receive the negotiated percent increase added to their current base rate as reflected on the Grandfathered Wages Memorandum of Understanding between the parties.
ARTICLE 15
INCONVENIENCE PAY

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

All Shifts

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<th>Shift</th>
<th>Mon</th>
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Regular full-time and part-time nonexempt staff, and benefits-eligible temporary staff who are regularly required to work a shift which includes four or more hours between the hours of 6:00 p.m. and 6:00 a.m. are eligible for inconvenience pay. If eligible, inconvenience pay will be for all hours worked during the shift, not just hours that fall within the 6:00 p.m. to 6:00 a.m. timeframe. Inconvenience pay will also be paid for the following paid leave situations: vacation, holiday, health and personal leave, and funeral leave. Inconvenience pay will not be paid during Workers’ Compensation and Short Term Disability Absences.

ARTICLE 16
OTHER BENEFITS

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

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

- Cornell University Tax Deferred Annuity Plan
- Cornell Children’s Tuition Scholarship
- Cornell Short-Term Disability Plan
- Cornell Long-Term Disability Plan
- Cornell Worker’s Compensation Plan
ARTICLE 17
SAFETY EQUIPMENT

Upon request, employees shall be eligible once each contract year to receive, upon proof of purchase an amount equal to the purchase of one pair of safety shoes or boots up to a maximum cost of one-hundred-forty-dollars ($140) for the life of the agreement.

When provided in accordance with the above, failure of an employee to wear safety shoes or any required safety apparel or devices shall be handled in accordance with Article 8, Discipline & Discharge.

ARTICLE 18
FUNERAL LEAVE

A maximum of three days off with pay will be allowed when a death occurs in an employee’s immediate family. The immediate family consists of a spouse, domestic partner, child, stepchild, sibling, parent, stepparent,
grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. Children shall include biological, adopted, step or foster in the same household.

For the funeral of other relatives, a fellow employee in the immediate work unit, or when serving as a pallbearer, a maximum of one-half day for a local funeral and one day when the employee would have to drive twenty-five (25) miles or more from the University to attend the funeral. In all other cases time may be taken, and charged to vacation or health and personal leave.

For time off related to the death of others not listed above, or, if additional time off is needed, the employee may request the use of health and personal leave, vacation, or leave without pay.

**ARTICLE 19**

**PLANT CLOSINGS**

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

**ARTICLE 20**

**SEPARABILITY**

If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.
ARTICLE 21
RECLASSIFICATION

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

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

If the employee(s) wishes to appeal the results of the decision the employee(s) may forward an appeal of such decision with written justification through his or her department to Workforce Policy and Labor Relations at Step 3 of the Grievance Procedure for final determination not subject to further appeal. It is understood that when an existing job is reclassified, the employee(s) holding that position shall remain in that revised position. Reviews may not be requested more than once a year unless job duties or responsibilities have changed.

ARTICLE 22
DIRECT DEPOSIT

Bargaining unit employees are encouraged to participate in the direct deposit program so long as the University payday remains alternate Thursdays.
ARTICLE 23
DURATION OF AGREEMENT

The Agreement shall become effective on July 1, 2015 and shall remain in full force and effect until midnight, June 30, 2020.

And, thereafter, shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least sixty (60) DAYS PRIOR TO THE TERMINATION DATE OF THIS Agreement of its desire to change or modify in any way or terminate this Agreement. Such written notice shall be sent by certified mail to the other party.
ARTICLE 24
AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 3rd day of July, 2015.

Cornell University:          International Union of Operating Engineers:

Alan Mittman               Joe Agnello

John Tarasuk
LETTER OF UNDERSTANDING A
UNION SENIORITY CALCULATION

Employees on the payroll at the ratification of the first agreement between the International Union of Operating Engineers, Local 158S, and the Cornell University New York State Agricultural Experiment Station shall have their union seniority date equal to their university service date.

LETTER OF UNDERSTANDING B
RECOGNITION

The Union and University agree that non-bargaining unit employees will not perform bargaining unit shift coverage work, except in emergency situations, or where bargaining unit employees are not available to perform such work, or it is not practicable for coverage (e.g. short term coverage for lunch relief, outings, etc.). The assignment of such bargaining unit shift coverage work to non-bargaining unit employees and designees can perform trades related work on the Plant and all associated infrastructure, For the purposes of this contract, non-shift work on the Plant and all associated infrastructure is not considered bargaining unit work. Work directed to non-bargaining unit staff will not be assigned with the intention or effect of reducing bargaining unit shift work, and will not result in the reduction in hours for bargaining unit employees, or the layoff of bargaining unit employees.

When a Relief Operator works in the Trades Shops, the Union will not claim jurisdiction of the non-bargaining unit work being performed as stated in Article 2, Recognition, of this Agreement.
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