



AGREEMENT BETWEEN

CORNELL UNIVERSITY

AND

THE CORNELL POLICE UNION

DECEMBER 1, 2006—NOVEMBER 30, 2009

TABLE OF CONTENTS

<u>TITLE</u>	<u>ARTICLE</u>	<u>PAGE</u>
PURPOSE AND INTENT	I	1
RECOGNITION	II	1
TERMS OF AGREEMENT	III	1-2
MANAGEMENT RIGHTS	IV	2-3
UNION MEMBERSHIP	V	3-4
CHECKOFF	VI	4
NO-STRIKE	VII	4-5
GRIEVANCE PROCEDURE AND ARBITRATION	VIII	6-8
SENIORITY	IX	8-10
DISCIPLINE AND DISCHARGE	X	10-11
LAYOFF AND RECALL	XI	11-12
DEPARTMENTAL INVESTIGATIONS	XII	12
PRODUCTIVITY	XIII	13
WORK FORCE CHANGES	XIV	13
HUMAN RESOURCE RECORDS	XV	13-14
UNIFORMS AND EQUIPMENT	XVI	14
FAIR EMPLOYMENT PRACTICES	XVII	15
HEALTH AND SAFETY	XVIII	15
SICK AND PERSONAL LEAVE	XIX	15-17
VACATION	XX	17-19
MILITARY TRAINING LEAVE	XXI	19
HOLIDAYS	XXII	19-21
HOURS OF WORK, OVERTIME AND PREMIUM PAY	XXIII	21-22
MEAL BREAK AND REST PERIOD	XXIV	22-23
VOLUNTEER FIREFIGHTER AND EMERGENCY MEDICAL TECHNICIAN LEAVE	XXV	23-24
OTHER BENEFITS	XXVI	24-25
SEPARABILITY	XXVII	25-26
WAGES	XXVIII	26-27
DURATION OF AGREEMENT	XXIX	27
SIGNATURES	XXX	28
SIDE LETTERS		29-32

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ARTICLE I
PURPOSE AND INTENT

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

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

ARTICLE II
RECOGNITION

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The University recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment of all employees in the bargaining unit as certified by the National Labor Relations Board, Case No. 3-RC-8324. The unit shall consist of all regular full-time and regular part-time* Security Guards, including Patrol Officers, University Service Officers, Security Officers, Building Guards and Telecommunicators in Cornell University Police Department at the main campus in Ithaca, New York; excluding all office, clerical, professional and technical employees, lieutenants, sergeants, other supervisors, students and other temporary employees and all other employees.

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*Regular part-time shall be defined as any employee identified in this Article as included in the unit who regularly works more than twenty (20) hours but less than thirty-seven (37) hours per week.

ARTICLE III
TERMS OF AGREEMENT

40

This agreement expresses the full, complete and final agreement of the

1 parties for the duration hereof. It cancels and supersedes any and all agree-
2 ments and understandings which may have been in effect previously and
3 this agreement may be amended only by agreement of the parties in writ-
4 ing. The parties acknowledge that during the negotiations which resulted
5 in this agreement, each had the unlimited right and opportunity to make
6 demands and proposals with respect to any subject or matter not removed
7 by law from the area of collective bargaining, and that the understandings
8 and agreements arrived at by the parties after the exercise of that right and
9 opportunity are set forth in this agreement. Therefore, the University and
10 the Union for the life of this agreement, voluntarily and unqualifiedly waive
11 the right, and each agrees that the other shall not be obligated, to bargain
12 collectively with respect to any subject or matter referred to or covered
13 in this agreement, except as expressly provided in this agreement, or with
14 respect to any subject or matter not specifically referred to or covered in this
15 agreement, even though such subject or matter may not have been within
16 the knowledge or contemplation of either or both parties at the time that
17 they negotiated or signed this agreement. The execution of this agreement
18 shall not result in any abridgment of the rights held by management or the
19 union, except as otherwise modified by this agreement.

20
21 For purposes of negotiating a successor agreement, the University shall
22 reimburse up to five (5) employees who are designated by the union's
23 negotiating team prior to the first negotiating session for lost work time as
24 a result of negotiating with the University. This payment will be shared
25 by the employees as they determine, but will not exceed a total of forty-
26 five (45) hours.

27
28 ARTICLE IV
29 MANAGEMENT RIGHTS
30

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

- 38
39 1. determine the mission, purposes, objectives, policies, and programs
40 of the institution;

- 1 2. determine the facilities, methods, standards, and means of operation,
2 determine and number and qualifications of personnel required for the
3 conduct of its program;
- 4 3. determine and/or alter work schedules, hours of employment, and
5 the duties, responsibilities and assignments of employees with
6 respect thereto;
- 7 4. recruit, hire, approve, train, retain, evaluate, transfer, promote,
8 demote, lay off and recall employees;
- 9 5. determine or change job content, classify or reclassify positions
10 and allocate or reallocate new or existing positions;
- 11 6. discipline or discharge employees in accordance with the provisions
12 of this agreement and rules and regulations promulgated
13 hereunder;
- 14 7. promulgate, modify and enforce rules and regulations and qualitative
15 and quantitative standards of performance;
- 16 8. the University retains the right to subcontract unit work as long
17 as the effect is not to diminish the normal work opportunities of
18 bargaining unit employees;
- 19 9. change existing, or introduce new equipment, operations, methods,
20 processes, means or facilities as determined to be in the best interest
21 of the University.

22
23 Nothing contained herein shall constitute a waiver of the right of the Uni-
24 versity to exercise other normal functions of management not enumerated
25 above. Furthermore, the exercise or non-exercise of rights hereby retained
26 by the University shall not be deemed a waiver of any such right or prevent
27 the University from exercising such rights in any way in the future.

28
29 **ARTICLE V**
30 **UNION MEMBERSHIP**

31
32 All employees covered by this agreement who are members of the Union as
33 of the effective date of this agreement or who thereafter become members
34 of the Union shall maintain their membership in the Union and continue
35 to pay dues for the duration of the agreement as a condition of continued
36 employment.

37
38 Any employee hired as of December 1, 1988, and thereafter, shall be required
39 as a condition of employment, to pay an amount equal to the Union's regular
40 fees and dues for the duration of the agreement. This requirement to pay

1 will begin following completion of one year of service.
2

3 ARTICLE VI
4 CHECKOFF
5

6 The University agrees to deduct an initiation fee and, thereafter bi-weekly,
7 the regular Union membership dues from the wages earned by any member
8 of the Union covered by this agreement and to remit such dues monthly
9 to the Union, provided such employee previously has signed a written
10 authorization and submitted a copy of that Authorization to the University,
11 and provided such authorization is not withdrawn by the employee in
12 keeping with Article V.
13

14 The Union shall indemnify the University against any and all claims, de-
15 mands, suits, or other forms of liability that may arise out of action taken
16 or not taken by the University at the Union's request for the purpose of
17 complying with any of the above provisions.
18

19 With each remittance, the employer will provide the Union with a list of
20 names of employees and the dates and amounts of deductions made for
21 each employee. The University shall remit the Dues Checkoff check to the
22 Union within seven (7) days of the last payroll date of the month.
23

24 ARTICLE VII
25 NO-STRIKE
26

27 It is agreed by and between the parties hereto that during the term of the
28 Agreement neither the Union nor any employee shall engage in, cause,
29 instigate, encourage or condone any strike, slowdown, cessation or inter-
30 ruption of work, or concerted failure to report to work or any other action
31 which shall in any way interrupt or interfere with the operations of the
32 employer.
33

34 Further, neither the Union nor any employee shall participate in nor assist in
35 any strike against the employer by any other union, and will not recognize
36 or respect any picket line, but will carry on their regularly assigned duties
37 during the life of the agreement.
38

39 The Union shall exert its best efforts to prevent and terminate any of the
40 above described prohibited activity. Specifically, the Union shall advise

1 employees to return to work and otherwise cease participation in the pro-
2 hibited activity or activities, and shall disavow such activity as a violation
3 of the agreement.

4
5 Such advice shall be given by a certified letter mailing to the members
6 of the bargaining unit immediately upon notification by the University
7 that any unit employee is participating in any such prohibited activity.

8
9 It is agreed to by and between the parties that during the term of this
10 Agreement, the University shall not lockout unit employees or a portion
11 of the unit employees.

12 ARTICLE VIII
13 GRIEVANCE PROCEDURE AND ARBITRATION

14
15 This Article establishes the exclusive procedure for the processing and
16 settlement of grievances. All grievances shall be processed solely in ac-
17 cordance with the procedures set forth in this Article. A grievance is defined
18 as any dispute or claim arising out of or relating to the interpretation or
19 application of this agreement.

20
21 The parties agree to encourage discussions between employees and supervi-
22 sors prior to implementing the official steps as outlined in this Article.

23
24 The parties agree that legal counsel shall not attend grievance hearings
25 through Step Three of the formal process.

26
27 When employees are required to attend a grievance hearing as a grievant,
28 University witness, or Union representative, they will only be paid for the
29 time spent in attending grievance hearings when such time coincides with
30 their regularly scheduled working hours. When a grievance is filed by more
31 than one employee, the grievance will identify one of those employees who
32 shall represent the class of grievants at each step of the grievance procedure.
33 Neither party shall be responsible for the expense of witnesses called by
34 the other party, including lost work time.

35
36 “Working day” within the meaning of this Article is defined as Monday
37 through Friday, excluding all paid holidays. Whenever the University fails
38 to meet the time limits required in this Article, the grievance at issue may
39 be appealed to the next step. Whenever the Union or grievant fails to meet
40 the time limits required in this Article, the grievance shall be regarded as

1 settled on the basis of the University's last response or position. Initial
2 steps and time limits of this Article may be waived by mutual written
3 agreement, of the Union and the University.

4
5 No Step One or Step Two grievance settlement shall establish precedent
6 or practice for either the Union or the University. A grievance may be
7 withdrawn at Steps One or Two without prejudice or precedent.

8
9 When the Union alleges that the University has violated a specific provi-
10 sion or provisions of this agreement, so as to allegedly violate employees'
11 rights under the terms of the agreement, the Union may initiate a grievance
12 at Step Three of this procedure.

13
14 No employee shall be discriminated against for participating in the griev-
15 ance procedure.

16
17 The Union may be present at all steps of the grievance procedure.

18
19 At each step of the grievance procedure, each party shall present the facts
20 and documents known to the party at the time to support its position on
21 the grievance. Additional information requested by either party in writing
22 shall be provided in keeping with applicable labor law prior to the next
23 step of the grievance procedure.

24
25 The steps of the grievance procedure shall be:

26
27 Step One

28 An employee shall file a grievance, no later than ten (10) working days
29 from the date of the condition, circumstance or occurrence which gives
30 rise to the grievance, with the employee's supervisor. The grievance must
31 be written on a grievance form identifying the specific Article(s) alleged to
32 have been violated, the remedy sought by the grievance, the identity of the
33 principal parties and witnesses involved, the date of the occurrence, and
34 a short description of the occurrence. It shall be filed with the grievant's
35 supervisor who shall sign and date its receipt. The supervisor will sched-
36 ule the grievance meeting, notify the Union of the time and place of the
37 meeting and will respond in writing to the Union and the grievant within
38 five (5) working days of the Step I hearing.

1 Step Two

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

12
13 Step Three

14 In the event that the grievance remains unresolved to the satisfaction of
15 the grievant, the President of the Union, or his/her designee, may appeal it
16 to Step Three by filing a written appeal with the Office of Staff and Labor
17 Relations no later than five (5) working days from receipt of the Step Two
18 answer. A representative of the Office of Staff and shall hear the grievance
19 within ten (10) working days of receipt of the appeal and shall respond
20 in writing within ten (10) working days thereafter. Such response shall
21 include the basis for the decision.

22
23 Step Four

24 If the grievance remains unresolved to the satisfaction of the grievant, or
25 if the Union perceives that the settlement offer is a violation of the terms
26 or conditions of the agreement, the Union may, in its sole discretion,
27 demand arbitration of the matter by submitting that demand in writing to
28 the American Arbitration Association within ten (10) working days of the
29 issuance of the Step Three response. A copy of the demand shall be sent to
30 the Office of Staff and Labor Relations at that same time. The selection of
31 an arbitrator and arbitration proceedings shall be conducted under the then
32 current Labor Arbitration Rules of the American Arbitration Association.
33 The Union is restricted from demanding arbitration of multiple grievances
34 through one demand for arbitration.

35
36 The jurisdictional authority of the arbitrator is defined and limited to the
37 determination as to whether, in a disciplinary grievance, there was just
38 cause for the disciplinary action. If there was not just cause, if the arbitrator
39 awards back pay, any award of back pay should be limited to the amount
40 of wages and benefits that the employee otherwise would have earned, less

1 interim earnings as recognized by the National Labor Relations Board. In
2 no event shall an arbitrator's award be retroactive to a date earlier than ten
3 working days prior to the date the grievance was first presented or the date
4 the contract grievance occurred, whichever is later. In a contract grievance,
5 the authority of the arbitrator is limited to the determination as to whether
6 there have been violations of the provision or provisions of the agreement
7 as set forth in the written grievance and to the issuance of any appropriate
8 remedy that may attach thereto; the arbitrator shall have no power to add to,
9 subtract from or modify any of the terms of this agreement. The arbitrator
10 shall render his/her decision within thirty (30) days from the last hearing
11 date or the due date for briefs, whichever is later. The decision of the ar-
12 bitrator shall be based exclusively on evidence presented at the arbitration
13 hearing(s) and shall be final and binding on all involved parties.

14
15 The parties shall bear their own expenses and share in the arbitrator's fee
16 and expenses equally. Each party shall be responsible for the expenses
17 of its witnesses and representatives. Each party may be represented by
18 counsel at the arbitration hearing.

19
20 ARTICLE IX
21 SENIORITY
22

23 All employees in the bargaining unit at the time of the effective date of this
24 agreement shall have seniority as recorded as of this date. Employees hired
25 into the bargaining unit after the effective date of the first Agreement shall
26 have seniority equal to the length of time an employee has been continu-
27 ously employed in the bargaining unit position.

28
29 Bargaining unit employees hired with basic academy training and
30 telecommunicators shall be considered probationary for the first twelve
31 (12) months of employment, commencing with the first day of employ-
32 ment with the department. All other bargaining unit employees shall be
33 considered probationary for the first eighteen (18) months of employ-
34 ment, commencing with the first day of employment with the depart-
35 ment. Telecommunicators who transfer to Patrol shall also be subject to
36 a eighteen (18) month probation for the Patrol position.

37
38 During their probationary period, employees shall have no seniority
39 rights and may be discharged by the University without recourse to the
40 grievance and arbitration provisions of this agreement. Periods of dis-

1 ability and workers' compensation shall extend the probationary period
2 accordingly.

3
4 Employees who transfer out of the bargaining unit to accept other employ-
5 ment at the University shall have their seniority frozen as of the date of
6 transfer. If the employee returns to a position within the bargaining unit,
7 without a break in continuing service, the employee's frozen seniority
8 shall be restored, but the service time outside the bargaining unit shall
9 be discounted.

10
11 Employees hired on the same date shall rank for seniority according to the
12 last four digits of their social security number with the employee having
13 the highest number being given the highest rank. However, employees
14 hired from within the University shall have seniority over employees hired
15 from outside of the University.

16
17 In addition to other factors, seniority and time in grade shall be considered
18 in assignments, schedules, leaves, training and promotions. Promotional
19 openings shall be filled by the applicant most qualified to perform the
20 work. If all relevant factors, such as experience and qualifications are
21 equal, then the employee with the most bargaining unit seniority shall be
22 awarded the position.

23
24 The seniority of an employee shall be broken and continuity of service shall
25 be considered broken whenever one of the following conditions occurs:

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

- 1 i. The employee fails to return to employment at Cornell within one (1)
2 year following the expiration of Short-Term Disability Leave.
3 j. An employee on a continuous absence from work due to a work related
4 injury or illness who fails to return to work within one (1) year of a
5 determination by a physician that the employee is permanently disabled
6 or if the employee fails to return to work within thirty (30) months fol-
7 lowing a continuous absence due to a work related injury or illness.
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ARTICLE X
DISCIPLINE AND DISCHARGE

Discipline shall be defined as the imposition of a penalty by means of the procedure specified in this Article. Employee counseling and attempts to resolve matters of discipline informally, including referral to the Employee Assistance Program (EAP), do not constitute discipline, nor do they constitute a part of the disciplinary procedure.

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

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

Disciplinary actions may be initially grieved at Step Two of the grievance procedure as set forth in Article VIII.

Any written statement regarding discipline that is tendered an employee shall include reasons for the discipline and shall be signed by the employee only to acknowledge receipt. If the employee is able to sign but refuses to do so, the employee may be appropriately disciplined for that action as well as the initial infraction. If the employee is unable to sign the statement, a specified Union representative for that department shall sign on behalf of the employee.

An employee may not be disciplined or discharged for an infraction that occurred more than one (1) year before the date of the intended disciplinary action, unless that infraction would normally warrant immediate suspension

1 or discharge or would be considered to be a violation of penal law, in which
2 instance the corresponding statute of limitations would apply.

3
4 Written discipline shall be removed from an employee's personnel file after
5 two (2) years of employment without discipline. The life of discipline may
6 be extended by mutual agreement of the parties.

7
8 ARTICLE XI
9 LAYOFF AND RECALL

10
11 The University shall have sole discretion to determine the need for and
12 type, number and location of positions to be eliminated.

13
14 In the event the Cornell University Police Department finds it necessary to
15 lay off bargaining unit employees from their respective departments, the
16 decision to lay off employees shall consider affirmative action obligations,
17 under existing University Affirmative Action plans, ability to perform the
18 work and seniority of the employees of the department enacting the layoff.
19 In instances where affirmative action obligations and ability to perform
20 the work are not bearing on the layoff decision the least senior employee
21 within the department and job family affected by the layoff shall be laid
22 off first. If there is an employee with less seniority in a lower job family in
23 that department, the employee to be laid off shall displace the least senior
24 employee in that lower job family. The displacing employee shall be paid
25 at the maximum of the wage range of that grade, provided the employee's
26 current wage is equal to or higher than that maximum. Otherwise, the em-
27 ployee will be paid the percentage of the maximum wage rate of the lower
28 position that is equal to the percentage of the maximum wage rate of the
29 position from which the employee was to be laid off. The displaced employee
30 shall have all of the rights contained in this Article, unless the displaced
31 employee is in a probationary status as a newly hired employee.

32
33 Notice of Layoff to Employees

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

37
38 In cases of ten (10) or more years of service, employees shall receive written
39 notification of layoff within a minimum of sixty (60) calendar days (not
40 including accrued vacation time) prior to the date of layoff.

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

5
6 When employees receive notice of layoff as provided for above, Office of
7 Human Resources will give the employees special assistance in identifying
8 other jobs the employees may be able to perform.

9
10 Laid off employees shall be entitled to continue those benefits (e.g., health
11 insurance, group life insurance, ADD, etc.) that are granted to non-repre-
12 sented employees under University policy for a period not to exceed one
13 (1) year following the effective date of layoff.

14
15 When bargaining unit positions within the affected department become
16 available, employees shall be recalled in inverse order of layoff when the
17 employee is able to perform the work. Notice of recall shall be sent to the
18 employee at his last known address by certified mail. The Union shall be
19 notified at the same time. When an employee returns from layoff to the
20 same bargaining unit position, the employee shall be paid at his/her rate
21 of pay upon layoff plus any increments that would have been paid had the
22 employee never been laid off. If the employee returns to a lower position
23 his/her rate of pay will be a percentage of the maximum rate of that position
24 equal to the percentage of the maximum rate of the formerly held position.
25 If the employee fails to report for work within three (3) days from receipt
26 of the recall notice, the employee's seniority shall be broken. Recall rights
27 shall expire one (1) year following the effective date of layoff.

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ARTICLE XII DEPARTMENTAL INVESTIGATIONS

32 In order to maintain trust and confidence in the respective departments
33 whenever a complaint or accusation is made against a bargaining unit
34 employee, the management of that respective department shall promptly
35 and thoroughly investigate same. Members of the bargaining unit shall
36 fully cooperate in all aspects of such investigations.

37
38 All such investigations shall be conducted in a fair and reasonable
39 manner.

1 ARTICLE XIII
2 PRODUCTIVITY
3

4 The Union and the University recognize and agree that high standards of
5 workmanship, efficiency, work quality and productivity are in the mutual
6 best interests of both the University and the Union. To this end, the Union
7 and University shall cooperate to promote improvement and sustain high
8 levels of work quality and productivity.
9

10 ARTICLE XIV
11 WORK FORCE CHANGES
12

13 All employees shall be given at least seven (7) calendar days notice of pend-
14 ing transfers, shift changes, or reassignments unless there are emergency
15 reasons for the changes.
16

17 ARTICLE XV
18 HUMAN RESOURCE RECORDS
19

20 Office of Human Resources shall collect and maintain the official personnel
21 file on each employee. Human resource files are University property and
22 shall be used for University-related activities.
23

24 Employees may arrange to examine materials in their official human resource
25 file, exclusive of confidential documents, by appointment with Office of
26 Human Resources. Employees may respond to any document which is
27 included in their human resource file. Employees will get a copy of and be
28 notified if such document is to be placed in their human resource file.
29

30 The Union shall enjoy access to employees' human resource files to the
31 extent required by the National Labor Relations Act. The Union shall
32 contact a Staff and Labor Relations representative, at the Office of Human
33 Resources, to arrange an appointment to examine the employee's official
34 human resource file. Examination of the official file shall be done in the
35 presence of a Staff and Labor Relations representative.
36

37 The Cornell University Police Department shall maintain a department file
38 for members of the bargaining unit. These files shall include any materials
39 determined by management to be appropriate, including copies of letters
40 received by the department from representatives of University manage-

1 ment that commend an individual employee for work related performance.
2 Employees shall be allowed to make copies of documents contained within
3 their department file upon payment of a reasonable per copy fee.

4
5 ARTICLE XVI
6 UNIFORMS AND EQUIPMENT
7

8 The University may establish rules pertaining to employee dress, equipment,
9 and appearance and may require the wearing of particularized apparel,
10 such as uniforms.

11
12 The University shall normally issue such required particularized apparel,
13 to include shoes, boots and protective vests for members of the Cornell
14 University Police Department and to exclude undergarments for all em-
15 ployees. Issued apparel shall be replaced by the University as needed at
16 the department's discretion.

17
18 Vests shall be replaced based on manufacturer recommendations and
19 the employees are authorized to wear the vest over their uniform, with
20 approved exterior carrier provided by the department. These two provi-
21 sions may be subject to future negotiations if market forces so dictate.

22
23 The University shall have sole authority to determine the need for, the
24 quality, the quantity and the use of equipment necessary to the performance
25 of job duties.

26
27 Issued or approved equipment or apparel that is negligently lost or negli-
28 gently damaged shall be replaced at the expense of the employee and such
29 incidents may be cause for discipline.

30
31 Where damage or loss occurs to apparel or equipment, required but not issued
32 by the department, the department shall reimburse the employee for such
33 personal property loss or damage up to a maximum of three hundred dollars
34 (\$300) per occurrence. Such reimbursement requires that the employee
35 was performing required duties in an appropriate manner on scheduled
36 work time and that the loss or damage was not the result of negligence or
37 the improper use of equipment by the employee.

38
39 The department shall continue current laundering practices and any ad-
40 ditional applicable OSHA regulations shall apply.

1 ARTICLE XVII
2 FAIR EMPLOYMENT PRACTICES
3

4 The University and the Union recognize their mutual obligations that the
5 provisions of this agreement be applied to all employees covered by this
6 agreement without regard to race, color, religion, age, sex, marital status,
7 disability national origin, sexual orientation Vietnam era veteran or disabled
8 veteran status. An employee claiming discrimination within the bounds
9 of one of the above-noted protected categories may file a grievance in
10 keeping with Article VIII, or the employee may pursue a remedy through
11 those procedures established by corresponding law.

12
13 The University and Union recognize their mutual obligations under the
14 various Affirmative Action and Equal Employment Opportunity statutes
15 and regulations.
16

17 ARTICLE XVIII
18 HEALTH AND SAFETY
19

20 The departments shall continue to comply with all applicable federal and
21 state occupational health and safety laws for the protection of the health
22 and safety of the employee. Employees shall comply with safety rules
23 established by the University.
24

25 ARTICLE XIX
26 SICK AND PERSONAL LEAVE
27

28 Sick Leave

29 Cornell University agrees to provide paid sick leave to the employees
30 covered under this agreement in the event that they are unable to perform
31 their duties because of a claimed temporary disability which disables an
32 employee from the full performance of duty. It is not the intent of this
33 clause to provide a leave of absence for any reason other than employee
34 illness. Abuse of sick leave and/or continual poor attendance may result in
35 the employee being subject to disciplinary action including termination.
36

37 Sick leave accrual is based on the number of standard straight time hours paid
38 an employee during a pay period times a factor of .04615. Sick leave accrual
39 begins immediately upon employment. Sick leave may accrue to a maximum
40 of ninety (90) days. Sick leave may not be taken before it is accrued.

1 Employees shall call in to the Department at least one (1) hour before the
2 start of their scheduled shift, so as to inform the supervisor of their illness.
3 In the event that the supervisor is not at work, the employee will leave
4 word where the employee may be reached if different from the number
5 that is available. Documentation for any sick leave absence, including
6 certification by a physician that an employee is unable to perform his/her
7 duties, may be required by the employee's department.

8
9 Employees returning to work after an illness may be required, prior to and
10 as a condition of return to work, to have a physical examination by the Uni-
11 versity physician to establish that the employee is no longer disabled.

12 Health Care Leave

13
14 Up to three (3) working days of accumulated sick leave may be taken within
15 each fiscal year in the event that an employee's full attention is necessary
16 to care for a member of the employee's immediate household, or who is a
17 member of the immediate family or a dependent. Immediate family shall
18 be restricted to those relationships identified in University Funeral Leave
19 Policy. Regular part-time employees may take the prorated equivalent.
20 Health care leave that is not used by the end of the fiscal year will remain
21 as unused sick leave.

22 Where health care leave is used for an emergency, the employee's supervi-
23 sor must be notified as soon as possible. Health care leave for purposes
24 other than an emergency requires advance permission of the employee's
25 supervisor.

26
27 When a supervisor determines that it is necessary, a supervisor may require
28 verification of the health care or emergency causing an employee to request
29 use of this leave time.

30 Personal Leave

31
32 Up to three working days of accrued sick leave may be taken for personal
33 business reasons or emergencies within each fiscal year. For employees
34 with twenty (20) or more years of continuous service, up to five (5) work-
35 ing days of accrued sick leave may be taken for personal business reasons
36 or emergencies within each fiscal year effective the beginning of the next
37 fiscal year. Personal leave that is not used by the end of the fiscal year will
38 remain as unused sick leave.

39
40 When personal leave is used for an emergency, the employee must notify

1 his/her supervisor as soon as possible. Personal leave for purposes other
2 than an emergency must be approved by the employee's supervisor in
3 advance. Such uses shall be limited to the need to conduct business that
4 cannot be scheduled during non-working hours.

5
6 When a supervisor determines that it is necessary, a supervisor may require
7 verification of the personal business or emergency causing the employee
8 to request or use personal leave.

9
10 Sick, personal and health care leave balances are canceled upon termination
11 of the employee and may not be taken as terminal leave. An employee
12 shall not be allowed to use sick, health care or personal leave when the
13 employee is on an unpaid leave from the University.

14
15 ARTICLE XX
16 VACATION
17

18 Employees are eligible to use accrued vacation leave after twelve (12) months
19 of continuous service at the University. However, with the supervisor's
20 approval, employees may use accrued vacation after six (6) months. If the
21 employee terminates prior to completing twelve (12) months of service,
22 the amount of vacation paid will be deducted from the employee's final
23 paycheck. Vacation shall accrue for each straight time hour paid (up to a
24 maximum of 80 hours for employees during a biweekly period), according
25 to the following rates.

26
27 Employees are entitled to earn vacation under the following schedule:
28

29

<u>Years of Service</u>	<u>Vacation</u>	<u>Vacation</u>
<u>Completed</u>	<u>Earned Per Year</u>	<u>Factor</u>
30 1 to 10	3 weeks	.05769
31 10 years	1 day more per year	.06153
	up to 4 weeks	.06538
		.06923
		.07307
		.07692

32
33
34
35
36
37
38

39 Paid vacation accrual begins on the date of last hire. Changes in accrual
40 rates shall be effective on the anniversary date. Paid vacation may accrue

1 to two (2) times the annual accrual rate up to a maximum of three hundred
2 and twenty (320) hours.

3
4 If an employee is on vacation when the University declares an unscheduled
5 day off (e.g., inclement weather) the employee shall continue to use vacation
6 time for that day and will not be given an additional day off.

7
8 Upon termination, an employee shall have a right to receive payment for all
9 accrued and unused vacation time, provided the employee has completed at
10 least one year of continuous service. This payment will be made in a lump
11 sum in the pay period following the last day of employment.

12
13 When an endowed employee retires, all accrued vacation will be paid in
14 a lump sum. When a statutory employees retires, accrued vacation, up to
15 a maximum of 30 days will be paid in a lump sum. The lump sum will
16 be paid in the pay period following the last day of work. Employees who
17 receive vacation pay following retirement will receive holiday pay for all
18 holidays covered under Article XXII of this agreement which fall within
19 the period.

20
21 Except as provided in Short-Term Disability, vacation time cannot be sub-
22 stituted for sick leave. The department head or designee has sole discretion
23 to approve the use of vacation time when employees have exhausted their
24 accrued sick leave.

25
26 An employee must request, in writing, permission to use vacation leave.
27 Written requests for vacation time off shall be submitted as soon as reason-
28 ably possible to the employee's supervisor. The employee shall receive a
29 copy of the approval or rejection within a reasonable period of time.

30
31 When multiple vacation requests for the same period are simultaneously
32 received, approvals will be granted by length of seniority, with the highest
33 seniority employee given first preference. Employee requests for vacation
34 between October 1 and March 31 shall be submitted in writing before
35 September 1. Requests for the period of April 1 through September 30
36 shall be submitted before March 1. All such requests for vacation shall be
37 considered by the department in keeping with staffing needs. Any requests
38 for vacation leave that are not submitted within the time frames set forth
39 above shall be granted on a first come, first served basis in keeping with
40 department staffing needs. Once approved, the employee must take the

1 vacation on the date(s) for which it was approved unless the parties mutu-
2 ally agree to the rescheduling of this vacation. When an employee who
3 has accrued vacation leave dies, the corresponding payment for such shall
4 be paid to the employee's duly appointed legal representative or, if none,
5 any relative the University in its discretion may deem appropriate.

6
7 ARTICLE XXI
8 MILITARY TRAINING LEAVE
9

10 Employees who are members of the National Guard, Coast Guard, or U.S.
11 Military Reserve units shall be granted leave with pay for training periods
12 of more than seven (7) days, but less than thirty (30) calendar days in dura-
13 tion once a year. This paid leave period shall not include time necessary
14 for travel to and from such training.

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

19
20 ARTICLE XXII
21 HOLIDAYS
22

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

- 25
26 Memorial Day
27 Independence Day
28 Labor Day
29 Thanksgiving Day
30 Friday After Thanksgiving Day
31 Winter Holiday Period (Six (6) days)
32

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

37
38 Holiday Pay

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

1 Pay for Holiday Worked

2 Employees who are required to work on a University holiday will receive pay
3 at time and a half their normal rate for hours actually worked on that holiday
4 plus regular pay for the balance of the hours in the employee's standard
5 workday, if any, not worked on that holiday. In addition, the employee
6 shall receive compensatory time off equal to the number of hours worked
7 on that holiday, not to exceed the employee's standard workday.

8
9 Alternatively, at the discretion of the University, employees who are re-
10 quired to work on a University holiday may opt to receive two and one-half
11 (2 ½) times the straight time rate and no accrued compensatory time off.
12 Alternately, at the discretion of the University, employees who are required
13 to work on a University holiday may opt to receive straight time pay for
14 hours worked together with the compensatory time at one and one-half (1
15 ½) times hours worked up to a maximum of eight (8) hours.

16
17 Accrued Compensatory Holiday Time

18 Accrued Compensatory Holiday Time must be used by the end of the calendar
19 year following the calendar year in which it was accrued. Compensatory
20 time not used in this time frame will be paid to the employee in a lump
21 sum to be calculated by multiplying the number of accrued hours by the
22 employee's straight time hourly rate.

23
24 Eligibility

25 To be eligible to receive holiday pay the employee must work the employee's
26 last scheduled work day prior to and the employee's next scheduled workday
27 after a scheduled holiday.

28
29 For each holiday period the employee must work the employee's last
30 scheduled workday prior to each holiday period and the employee's next
31 scheduled workday after each holiday period. Failure to do so shall disqualify
32 the employee for pay for one holiday in the holiday period.

33
34 In either instance the employee shall not lose holiday pay when the absence
35 is in keeping with vacation or personal leave provisions or is a verifiable
36 illness under the terms of the sick leave article.

37
38 Any employee on a paid leave of absence shall be paid for that employee's
39 scheduled holiday(s) which occur(s) during that leave.

1 Any employee who is scheduled to work on a holiday and fails to report to
2 work shall forfeit holiday pay and be subject to disciplinary action, unless
3 the employee is able to substantiate a reasonable cause for absence.
4

5 ARTICLE XXIII
6 HOURS OF WORK, OVERTIME AND PREMIUM PAY
7

8 The University reserves the right to determine and/or amend daily hours of
9 work, weekly work schedules or standard work week and pay day.

10
11 The University reserves the right to require employees to work overtime or
12 report on their scheduled hours or days off. The University will consider
13 an employee's request to be excused. The University shall consider em-
14 ployee requests for a flexible work schedule during the work week when
15 a mandatory work day is required.

16
17 When requesting volunteers for overtime from a presently on-duty shift,
18 volunteers shall be assigned by seniority.

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

25
26 Nothing contained in this agreement shall be construed as a guarantee of
27 hours of work per day or per week or as a limitation on the right of the
28 University to require overtime.

29
30 Unless the employee and the employer mutually agree, the employee's
31 hours will not be reduced for the sole purpose of avoiding overtime once
32 the employee has begun to work during that workweek.

33
34 Employees who work in positions which require a shift overlap of .2 hours
35 must be paid for the overlap when assigned to such a shift and the employee
36 works the .2 hours. If an employee takes leave with pay for such a shift the
37 .2 hours overlap shall not be paid. The .2 hours overlap is only considered
38 for pay when the employee is on duty and working in uniform road patrol
39 and is needed to respond to calls during the shift overlap.

1 Emergency Call-Back

2 Employees required to return to work following their regularly scheduled
3 work day but preceding their next regularly scheduled work day shall be
4 paid a minimum of four (4) hours pay.
5

6 Court Time

7 Any employee, who in connection with their duties, is required to appear
8 in any court or before any regulatory or administrative agency at any time
9 other than during, immediately prior to or immediately following the
10 employee's regularly scheduled work period, shall be paid a minimum of
11 four (4) hours pay. The department shall be able to schedule compensatory
12 time off during that same work week to avoid the payment of premium pay.
13 The department shall make reasonable effort to schedule such compensatory
14 time off with the concurrence of the employee.
15

16 Travel Expenses

17 The department agrees to reimburse all employees who are eligible for travel
18 expenses while on travel status in the performance of their official duties
19 for reasonable expenses incurred for hotel lodging, meals and incidental
20 expenses related thereto, upon submission of receipts, in keeping with
21 University travel reimbursement procedures.
22

23 ARTICLE XXIV
24 MEAL BREAK AND REST PERIOD
25

26 Employees scheduled to work six (6) hours of work or more per day shall
27 be granted a paid meal break of a minimum of one-half (1/2) hour.
28

29 Meal Allowance

30 Any employee required to work four (4) hours immediately following the
31 employees regular work day shall be given a meal allowance of seven (7)
32 dollars or reimbursed for such meal purchase to a maximum of seven (7)
33 dollars unless the department provides the meal.
34

35 Rest Periods

36 Rest periods are intended to be a relief from the routine of work. Em-
37 ployees scheduled to work three (3) consecutive hours shall be granted a
38 fifteen (15) minute paid rest period. Employees scheduled to work seven
39 (7) hours within eight (8) consecutive hours shall be granted a total of a

1 thirty (30) minute paid rest period. All rest periods shall be scheduled at
2 the discretion of the department.

3
4 Where necessitated by departmental operations rest periods may be tem-
5 porarily suspended. Rest periods shall not be cumulative.

6
7 ARTICLE XXV
8 VOLUNTEER FIREFIGHTER AND
9 EMERGENCY MEDICAL TECHNICIAN LEAVE

10
11 In the event that a volunteer firefighter and/or an Emergency Medical Techni-
12 cian (EMT) associated with a volunteer fire company is called to a working
13 fire or emergency during the employee's actual scheduled working hours,
14 the University shall compensate the employee at the employee's regular
15 straight time hourly rate of pay only for those emergency hours which
16 overlap the employee's scheduled hours. It is expected that the employee
17 shall respond to a fire or medical emergency only when that individual's
18 services are necessary. The employee must request leave from his/her
19 supervisor before departing the workplace.

20
21 If after responding to a medical emergency or fire such employee's service
22 or presence is not required, the employee shall immediately return to the
23 employee's work assignment, provided there is time remaining in the
24 employee's shift.

25
26 In the event that a volunteer firefighter and/or an EMT is required to respond
27 to a working fire or emergency during the eight (8) hours immediately
28 preceding the start of the employee's shift, the employee shall receive
29 compensatory time off during the upcoming shift equal to the actual time
30 spent in resolving the emergency or fire. In no event shall the employee
31 receive compensatory time off for any time greater than the employee's shift
32 assignment for that day. The employee shall notify his/her department of an
33 impending absence from duty as soon as possible after it becomes apparent
34 he/she will not be present at the start of their scheduled shift.

35
36 Any hours compensated under this provision shall be counted as hours
37 paid but shall not apply to any calculations for premium pay, unless oth-
38 erwise provided by this agreement. The University shall pay or provide
39 compensatory time off only for time spent when responding to emergency
40 calls or fires.

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

6
7 ARTICLE XXVI
8 OTHER BENEFITS
9

10 Endowed Employees

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

16
17 Group Life Insurance
18 Accidental Death and Dismemberment Plan
19 Cornell University Retirement Plan
20 Cornell Tax Deferred Annuity Plan (Voluntary)
21 Cornell Children's Tuition Scholarship Plan
22 Cornell Long Term Disability Plan
23 Cornell Workers' Compensation
24 Cornell's Short-Term Disability Plan
25 Cornell Health Care Plan
26 Employee Tuition and Training Program
27 Employee Assistance Program
28 Department Leave
29 University Leave
30 Jury Duty
31 Funeral Leave
32 Voting
33 Sick Leave Conversion (for post retirement health insurance coverage)
34 Sick Leave (accruals)
35 Direct Deposit
36 Inclement Weather
37 Holidays
38 Vacations
39 Family and Medical Leave Policies
40 Catastrophic Leave Donation Policy

1 Statutory Employees
2 During the term of this agreement any adjustments made by the University
3 in the current benefit programs listed below for statutory employees not
4 covered by a collective bargaining agreement will be duplicated for statutory
5 bargaining unit employees. In the event of such changes, the University
6 will notify the Union of such changes prior to their implementation.

- 7
- 8 Group Life Insurance
- 9 Accidental Death and Dismemberment Plan
- 10 New York State Employees Retirement System Benefits
- 11 Tax Deferred Annuity Plan (Voluntary)
- 12 Cornell Children's Tuition Scholarship Plan
- 13 Long-Term Disability Plan (non-vested employees only)
- 14 Workers' Compensation
- 15 Cornell's Short-Term Disability Plan
- 16 Group Health Insurance
- 17 The Empire Plan or Group Health Incorporated
- 18 Employee Tuition and Training Program
- 19 Employee Assistance Program
- 20 Department Leave
- 21 University Leave
- 22 Jury Duty
- 23 Funeral Leave
- 24 Voting
- 25 Sick Leave Conversion (for post retirement health insurance coverage)
- 26 Sick Leave (accruals)
- 27 Direct Deposit
- 28 Inclement Weather
- 29 Holidays
- 30 Vacations
- 31 Family and Medical Leave Policies
- 32 Catastrophic Leave Donation Policy

33
34 ARTICLE XXVII
35 SEPARABILITY
36

37 If any provision or part thereof of this agreement is found to be invalid or
38 unenforceable by a final decision of a court of law or is in conflict with any
39 applicable federal or state law or regulation, such provision, or part thereof
40 shall be deemed to be deleted from this agreement. In the event that any

1 provision, or part thereof, of this agreement is thus rendered inoperative,
2 and of no force and effect, the remaining provisions shall, nevertheless,
3 remain in full force and effect.

4
5 **WAGES**
6 **ARTICLE XXVIII**
7

8 Patrol Officers shall be hired in accordance with the following pay
9 schedule and shall move to the corresponding yearly rate effective the
10 anniversary of their date of hire into their current position. Employees
11 hired with basic academy shall receive \$1,000 above the hire rate.

12
13 Upon completion of twenty (20) years of service, the employee will
14 receive a one (1) percent increase to their applicable wage rate effective
15 on their twenty (20) year anniversary date.

16
17 Upon completion of thirty (30) years of service the employee will re-
18 ceive an additional one (1) percent increase to their applicable wage rate
19 effective on their thirty (30) year anniversary date.

20
21 In addition Patrol Officers shall receive a market equity payment of 5%
22 added to their base wage each year of the agreement.

23
24 For those employees receiving an in year step adjustment based on an-
25 niversary date, the market equity payment shall be adjusted accordingly.
26
27

2006-2009 Wage Schedule			
	Effective 12/1/06	Effective 12/1/07	Effective 12/1/08
Hire rate	\$18.27/\$38,000	\$19.00/\$39,520	\$19.76/\$41,101
1 year rate	\$20.10/\$41,800	\$20.90/\$43,472	\$21.74/\$45,211
2 year rate	\$21.90/\$45,562	\$22.78/\$47,384	\$23.69/\$49,280
3 year rate	\$23.66/\$49,207	\$24.60/\$51,175	\$25.59/\$53,222
4 year rate	\$25.43/\$52,897	\$26.45/\$55,013	\$27.51/\$57,214
5 year rate	\$27.29/\$56,770	\$28.39/\$59,041	\$29.52/\$61,402
20 yr 1% premium	\$27.56/\$57,331	\$28.67/\$59,624	\$29.81/\$62,009
30 yr 1% premium	\$27.84/\$57,904	\$28.95/\$60,220	\$30.11/\$62,629

1 Telecommunication Officers shall be paid at the Hire Rate according to
2 the following wage schedule. At the discretion of management, newly
3 hired employees may be paid at the Job Rate. Upon completion of
4 one (1) year of service the employee will move to the Job Rate at the
5 beginning of the pay period following their one-year anniversary date.
6 Employees will be paid at the Job Rate until completion of five (5) years
7 of service. Upon completion of five (5) years of service the employee
8 will move to the 5 Year Rate at the beginning of the pay period follow-
9 ing their five-year anniversary date.

10
11 Telecommunication Officers hired prior to December 1, 2000 shall be paid
12 in accordance with a separate memorandum of understanding.

13
14 Upon completion of twenty (20) years of service, the employee will
15 receive a one (1) percent increase to their applicable wage rate effective
16 on their twenty (20) year anniversary date.

17
18 Upon completion of thirty (30) years of service the employee will re-
19 ceive an additional one (1) percent increase to their applicable wage rate
20 on their thirty (30) year anniversary date.

21
22

2006-2009 Wage Schedule			
	Effective 12/1/06	Effective 12/1/07	Effective 12/1/08
Hire rate	\$14.55/\$30,264	\$15.13/\$31,475	\$15.74/\$32,734
1 yr job rate	\$16.18/\$33,654	\$16.83/\$35,000	\$17.50/\$36,400
4 yr rate	\$18.16/\$37,771	\$18.89/\$39,282	\$19.64/\$40,853

23
24
25
26
27
28
29

30
31
32

ARTICLE XXIX
DURATION OF AGREEMENT

33 The agreement shall become effective on December 1, 2006 and shall
34 remain in full force and effect until November 30, 2009.

35
36 And, thereafter shall be renewed from year to year unless any party hereto
37 shall notify the other party, in writing, at least sixty (60) days prior to the
38 termination date of this agreement of its desire to change or modify in
39 any way or terminate this agreement. Such written notice shall be sent by
40 certified mail to the other party.

ARTICLE XXX
AGREEMENT

This agreement is entered into this 27th day of February 2007, by and between Cornell University and the Cornell Police Union.

In witness whereof, the parties hereto have executed this agreement the 27th day of February, 2007

Cornell Police Union



Cornell University



1 SIDE LETTER AGREEMENTS

2
3 1. Work Schedules

4
5 Management agrees to meet and seek input from the union prior to
6 making changes in the daily work schedule.

7
8 2. Plain Clothes Division

9 Selection Process

- 10
11
12 • The qualifications and job requirements of plain clothes officers
13 shall be defined at the sole discretion of management.
14
15 • Opportunities for such positions shall be posted for one (1) calendar
16 week.
17
18 • Any interested patrol officer in the Department of Cornell Police
19 may apply.
20
21 • An interview committee shall be jointly developed by the Depart-
22 ment Head or designee and the Union President or designee and
23 shall include a minimum of one bargaining unit employee.
24
25 • All qualified applicants shall be interviewed.
26
27 • The recommendation of the committee shall be forwarded to the
28 Department Head or designee who, in their sole discretion, shall
29 make the final decision.
30
31 • All interviewed applicants shall be notified of the committee recom-
32 mendation to the Department Head.

33
34 Addendum

- 35
36 • Plain clothes and patrol positions shall be considered separate,
37 regular positions.
38
39 • Plain clothes officers shall be paid at a rate equal to 107% of their
40 respective hourly rate in the patrol officers' salary schedule for the

1 life of the agreement, 2% of which will be used to offset the cost
2 of clothing.

- 3
- 4 • The two divisions shall have separate overtime lists and shall be
5 assigned as such except in emergency situations. That is to say, if
6 overtime is available in the patrol division it shall be offered first
7 to such officers. Once this list is exhausted, if additional officers
8 are needed, the department shall make such opportunities available
9 to the plain clothes officers.
- 10
- 11 • If a patrol officer is formally assigned to the plain clothes division
12 on a temporary basis for a minimum of five (5) working days,
13 such officer shall receive acting pay equal to 105% of their regular
14 hourly rate for the life of the agreement.
- 15

16 3. Training Instructors

17
18 Employees required by management to conduct formal training ses-
19 sions shall be paid at the rate of 107% of the employees regular wage
20 rate for the life of the agreement.

21

22 4. Lead Officer Status

23
24 Patrol officers assigned to lead officer status shall be paid 105% of the
25 employee's regular wage rate for the life of the agreement.

26
27 Plain clothes officers assigned to lead officer status shall be paid 112%
28 of the employee's regular wage rate for the life of the agreement.

29

30 5. Overtime

31
32 The parties shall continue to meet and address issues related to timely
33 notification for non-emergency overtime details.

34

35 6. Return to Work from Workers' Compensation

36
37 Absent extenuating circumstances the university agrees to guarantee
38 re-employment for up to eighteen (18) months, following a workers'
39 compensation absence, assuming the employee is able to return to full
40 duty without restrictions. The university retains the right to require

1 retraining prior to returning to duty. Such a return may require the
2 Cornell Police Department to enact the layoff provisions of this agree-
3 ment.

4
5 The university shall make a reasonable effort at the unit level to find
6 light duty assignments in the two (2) to four (4) week period immedi-
7 ately prior to return to full duty for a work related absence.

8
9 7. Mandatory Days

10
11 If the department schedules additional Mandatory Duty Days beyond
12 the five (5) days already observed, employees who do not otherwise
13 receive overtime shall accrue one half (1/2) hour of compensatory time,
14 up to a maximum of four (4) hours for each hour worked. Such time
15 shall be banked and may be scheduled in keeping with other general
16 work orders. This provision shall not apply to emergency details.
17 This provision also applies to Homecoming as long as Homecoming
18 remains a mandatory duty day.

19
20 8. Rules and Regulations

21
22 The Union has the right to grieve the reasonableness of any rule or
23 regulation.

24
25 9. Field Training Officers

26
27 The Department and the Union agree that Field Training Officers shall
28 receive a 5% pay increase plus 5% compensatory time for hours worked
29 in each phase. If the following conditions are met, the employee shall
30 receive an additional 5% compensatory time for hours worked in each
31 phase:

- 32
- 33 1. Satisfactory attendance during phase
- 34 2. Attends scheduled meetings
- 35 3. DOR's are properly completed
- 36 4. Professional relationship maintained with trainee
- 37 5. Presented desired role model
- 38 6. Is sincere and candid in all evaluations of the trainee
- 39

40 Such payment shall be paid at the completion of each phase.

1 10. Technological/Organizational Changes
2

3 The university will notify the union in writing as soon as possible in
4 advance of planned technological changes (including major changes
5 in equipment, organization or methods of operation) that may affect
6 employees represented by the union. Meetings regarding such planned
7 changes will be held as soon thereafter as can be mutually arranged.
8 At such meetings, the university will advise the union of its plans with
9 respect to the introduction of such changes and will familiarize the union
10 with the progress being made. Although the university is required to
11 notify the union as soon as possible in advance of the introduction of
12 any planned technological changes, it will make a good faith effort
13 to advise the union as soon as it decides to introduce such changes in
14 order to give the union the opportunity to discuss the impact of these
15 changes upon the bargaining unit.

INDEX

<u>TITLE</u>	<u>ARTICLE</u>	<u>PAGE</u>
CHECKOFF	VI	4
DEPARTMENTAL INVESTIGATIONS	XII	12
DISCIPLINE AND DISCHARGE	X	10-11
DURATION OF AGREEMENT	XXIX	27
FAIR EMPLOYMENT PRACTICES	XVII	15
GRIEVANCE PROCEDURE AND ARBITRATION	VIII	6-8
HEALTH AND SAFETY	XVIII	15
HOLIDAYS	XXII	19-21
HOURS OF WORK, OVERTIME AND PREMIUM PAY	XXIII	21-22
LAYOFF AND RECALL	XI	11-12
MANAGEMENT RIGHTS	IV	2-3
MEAL BREAK AND REST PERIOD	XXIV	22-23
MILITARY TRAINING LEAVE	XXI	19
NO-STRIKE	VII	4-5
OTHER BENEFITS	XXVI	24-25
HUMAN RESOURCE RECORDS	XV	13-14
PRODUCTIVITY	XIII	13
PURPOSE AND INTENT	I	1
RECOGNITION	II	1
SENIORITY	IX	8-10
SEPARABILITY	XXVII	25-26
SICK AND PERSONAL LEAVE	XIX	15-17
SIDE LETTERS		29-32
SIGNATURES	XXX	28
TERMS OF AGREEMENT	III	1-2
UNIFORMS AND EQUIPMENT	XVI	14
UNION MEMBERSHIP	V	3-4
VACATION	XX	17-19
VOLUNTEER FIREFIGHTER AND EMERGENCY MEDICAL TECHNICIAN LEAVE	XXV	23-24
WAGES	XXVIII	26-27
WORK FORCE CHANGES	XIV	13

