

**Agreement Between**

**Cornell University**

**ILR Extension**

**Metropolitan District Office,**

**New York City**

**And**

**The Communication Workers of America,**

**AFL/CIO**

**80 Pine Street, New York, NY 10005**

**October 1, 2005 – September 30, 2008**

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## **ARTICLE 1 RECOGNITION**

This is an Agreement between Cornell University ILR Extension Office, Metropolitan District Office in New York City, (herein, "Employer") and the Communication Workers of America, (AFL/CIO), 80 Pine Street, New York, NY 10005 (herein, "Union").

The Employer recognizes the Union as sole and exclusive collective bargaining agent with respect to hours, wages, and other terms and conditions of employment of all regular full-time, regular part-time, support staff employees, administrative aides, and reproduction employees employed by the Employer at the New York State School of Industrial and Labor Relations, Extension Division, Metropolitan District Office as certified by the National Labor Relations Board by case 2-RC- 21877. Full-time employees shall be those defined as regularly scheduled to work a minimum of thirty-five (35) hour per week. Part-time employees shall be those defined as regularly scheduled to work twenty (20) hours per week but less than thirty-five (35) hours per week. Excluded are all temporary, student and other employees, guards, professional employees and supervisors as defined in the act.

A "temporary employee" is one who is hired to fill a vacated permanent position on a temporary basis, who is hired for a special project or to replace a unit employee who is on vacation or any contractual leave of absence provided herein and shall be administered as followed:

- (i) Temporary employee filling a vacated permanent position on a temporary basis:  
A temporary employee shall continue employment with the university for a period of up to three (3) months and is so informed at the time of hire. The university shall fill that position on a permanent basis as per Article 10, Filling Job Vacancies, within a three (3) month period.
- (ii) Hired for a special project:  
When a temporary employee is hired for a special project the term of employment will start and end with the term of the special project.
- (iii) To replace a unit employee who is on vacation or on a contractual leave of absence provided herein:  
The university shall have the right to move the temporary employee from position to position without a break of service. The university shall notify the union and the shop steward in writing whenever it hires or extends the hire of a temporary employee.

The three (3) month period referred to in (i) above, may be extended at the option of the university upon advance notice in writing to the union and the shop steward for an additional one (1) month or for the entire length of any contractual leave and the employee shall still be considered a temporary employee. A temporary employee, as defined above, shall be covered by the terms and conditions of this agreement during the extended period of temporary employment.

Upon the return of the temporarily replaced unit employee or the expiration of the temporary employment, the university may either terminate the temporary employee or retain the temporary employee in a unit classification subject to Article 10, Filling Job Vacancies. In the event the employee is retained, he/she shall be covered by the terms of this agreement in the same manner as all newly hired regular full-time employees including that such employees must successfully complete the mandatory probationary period which shall begin on the date of the employee's designation as a regular full-time employee.

Bargaining unit employees who are immediately able to satisfactorily perform the available work shall be offered available overtime hours before such overtime hours are either outsourced or made available to the temporary employees who are then working.

## **ARTICLE 2 TERMS OF AGREEMENT**

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

It is agreed by and between the parties that any provision of this Agreement which is subject to funding by the State of New York shall not become effective until appropriate approval by the State.

## **ARTICLE 3 MANAGEMENT RIGHTS**

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

1. determine the mission, purposes, objectives, policies, and programs of the institution;
2. determine the facilities, methods, standards, and means of operation, and number and qualifications of personnel required for the conduct of its program;
3. determine and/or alter work schedules, hours of employment, and the duties, responsibilities and assignments of employees with respect hereto;
4. recruit, hire, approve, train, retain, evaluate, transfer, promote, demote, layoff and recall employees;
5. determine or change job content, classify or reclassify positions and allocate or reallocate new or existing positions;
6. discipline or discharge employees in accordance with the provisions of this Agreement and rules and regulations promulgated hereunder;
7. promulgate, modify and enforce rules and regulations and qualitative and quantitative standards of performance;
8. although the University retains the right to subcontract unit work, the University agrees that it will make reasonable effort to avoid employee layoffs where sub-contracting may eliminate unit jobs; and, no employee who is employed as of the date of the ratification of

our October 1, 2005 – September 30, 2008 agreement shall be laid off as a result of subcontracting during the term of the aforesaid Agreement.

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

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

#### **ARTICLE 4 UNION SECURITY**

Each employee who is member of the Union on the effective date of this Agreement shall, as a condition of employment, remain a member. Each employee who is not a member as a condition of employment, shall, no later than thirty (30) days after his/her employment or the effective date of this Agreement, whichever is later, become and remain a member of the Union. On written notice from a duly authorized union official that an employee who has been employed more than thirty (30) days has failed to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the union, the employer will discharge such employee within fourteen (14) days after receipt of such notice unless within such fourteen (14) days, such employee's failure to tender such dues and initiation fees is cured.

#### **ARTICLE 5 DUES CHECKOFF**

The University agrees to deduct an initiation fee and thereafter bi-weekly the regular Union membership dues from the wages earned by any member of the Union covered by this Agreement and to remit such dues monthly to the Union, provided such employee previously has signed a written authorization and direction to make such deduction to the appropriate University Payroll Manager.

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

In the event that an employee who has authorized payroll deductions for dues, falls into arrears for one (1) month's dues or less as a result of an unpaid leave of absence or layoff, the University shall deduct that amount, in addition to usual dues deductions, from the employee's paycheck within one (1) month following the Union's notification to the University of the employee's name, social security number, the amount of dues owed and the period for which they are owed. Further, the Union is required to send notice to the employee via first class mail that the Union has requested that the University take this deduction. 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.

#### **ARTICLE 6 NO STRIKE GUARANTEE**

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

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

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

## **ARTICLE 7 FAIR EMPLOYMENT PRACTICES**

The University and the Union recognize their mutual obligations that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, creed, color, religion, age, sex, sexual orientation, union activity, marital status, disability, national origin, Vietnam era veteran or disabled veteran status. Any employee claiming he/she was discriminated against based upon one (1) of the above-noted protected categories may file a grievance at Step 2 of the Grievance Procedure, Article 11 of the Agreement.

The University and Union recognize their mutual obligations under the various Affirmative Action and Equal Employment Opportunity statutes and regulations, labor laws and federal, state and local laws.

## **ARTICLE 8 UNION STATUS AND RIGHTS**

### Stewards

The Union will the notify Employer in writing of the elected officers and stewards (and their alternates in case of the absence of any union representative authorized to administer this Agreement on behalf of the union), and the Employer shall recognize no others.

### Access

An authorized non-employee Union representative shall have reasonable access to Employers premises to ascertain whether conditions of this Agreement are being observed, provided there is no interruption of service or the Employers activities. As a courtesy the Union shall notify management of any visit.

All employees shall have the right to review their personal employee records once a year upon one (1) month prior written request.

### Administration

For purposes of conducting union business (e.g., Steward meetings, pre-grievance investigations, etc.) during working hours, the University will grant union steward(s) and or other bargaining unit members a reasonable amount of unpaid union business leave. Where feasible, employees will be excused for such leaves provided that the University is given two (2) work days advance notice prior to the date of the leave.

When the Union and the University jointly collaborate on projects, presentations, investigations, etc., which further both labor and management initiatives, employees shall sustain no loss of pay when time spent on such initiatives cuts across normal working hours.

The University will grant two (2) union stewards or their designee three (3) days of paid union business leave within the fiscal year (July 1 – June 30) upon one (1) weeks advance written notice.

#### Bulletin Board

A suitable bulletin board or bulletin board space shall be provided at the employer's premises for the Unions use.

### **ARTICLE 9 SENIORITY**

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

#### Probationary Period

Every new employee will be on probation for a period of ninety (90) calendar days. During that probationary period the new employee shall have no seniority and may be discharged at the employer's will. Periods of temporary layoff, disability and workers' compensation shall extend the probationary period accordingly. Upon satisfactory completion of the probationary period seniority shall commence, retroactive to the last date of hire. During their probationary period, employees shall have no seniority rights and may be terminated at the sole election of the University and without recourse to the grievance and arbitration provisions of this Agreement.

Any employee transferred from a position excluded from the bargaining unit shall have no seniority if transferred into the bargaining unit. Such an employee shall be considered a "new hire" for seniority purposes. Employees who transfer out of the bargaining unit to accept a supervisory position or other regular position not included in the bargaining unit shall have their seniority frozen as of the date of transfer.

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

#### Layoff

Employees in the affected pay bands shall have the option of displacing an employee in his/her pay band or a lower pay band if he/she has seniority. Any employee exercising the option of displacing an employee in a lower pay band shall maintain their current salary and be entitled to contractual increases.

- a. The University shall layoff employees in the inverse order of seniority. However, if an employee in the pay band whose seniority would otherwise cause his/her layoff can not be replaced by an employee in the same pay band who is qualified to serve as a replacement with only reasonable training, the next less senior employee will be laid off.
- b. In the event of recall, the University shall recall by order of seniority. Senior employees will be recalled first and so on.

#### Loss of Seniority

All seniority rights and all other rights under this Agreement shall be lost if the following occurs:

1. The employee resigns employment.
2. The employee is discharged for cause.
3. The employee retires from Cornell University.
4. The employee is absent from active employment for one (1) year.
5. The employee is absent from work for three consecutive working days without directly notifying the supervisor or the departmental administrator in keeping with departmental procedures and provided the failure to notify is not due to circumstances beyond the control of the employee.
6. The employee fails to return to work for three consecutive working days, provided the failure to return to work is not due to circumstances beyond the control of the employee, after:
  - the expiration of an approved leave of absence,
  - recall from layoff,
  - the expiration of vacation,
  - or disciplinary suspension,
  - expiration of disability or workers' compensation status

Regular Employees Hired for a Specific Term (Term Employees)

1. Term employees will not acquire rights until the job/position is made regular.
2. Term employees made regular shall have their seniority date made retroactive to the date of the commencement of their term appointment.
3. Term appointees shall not have any displacement rights over regular employees unless and until they obtain regular status.

**ARTICLE 10  
FILLING JOB VACANCIES**

The university will post job openings at the ILR Extension Metropolitan District Office in New York City in accordance with the following procedure:

1. The University will post via e-mail all job vacancies which occur in the bargaining unit including the job description and grade for a minimum of five days before posting the position outside the bargaining unit. Employees who are absent for the duration of the posting period and who return to work within fifteen days of the initial posting, shall have five days from their date of return to apply for the position.
2. The job opening shall be filled by regular members of the bargaining unit by seniority provided the employee has the recognized skill and ability to immediately perform the job, or will be able to perform the job after a reasonable amount of training, not to exceed twenty (20) working days.
3. The University will provide the union with a list of all bargaining unit members, their titles and pay grades annually. The union shall provide the University a list of shop stewards annually.
4. The university agrees to provide unit members who are not offered a job for which they have applied a general written explanation of why they were not selected. A copy will also be provided to a unit shop steward.

**ARTICLE 11**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

1. "Grievance" within the meaning of the Agreement shall be defined as any matter involving the interpretation or application of this Agreement, which alleges a violation of the rights of an employee, or the Union under the terms of this Agreement.
2. An employee grievant and/or one Union representative participating in the required meetings of the Grievance Procedure, Steps I through 4 inclusive, as set forth in this Article, during working hours shall suffer no loss of wages for the time spent in such meetings. Whenever possible grievance meetings shall be scheduled during the grievant's normal working hours, at a mutually convenient time.
3. In no instance shall a grievance be filed after thirty (30) calendar days for discipline and sixty (60) calendar days for other grievances from the date of its occurrence or reoccurrence. Any grievance not processed at each level within the number of working days specified herein shall be regarded as settled on the basis of the University's most recent answer. If the University should fail to observe the time limits in a specific step, the grievance may be appealed to the next step or the Union may wait for the University's response. "Working Day" within the meaning of this Article shall be defined as Monday through Friday, excluding all paid holidays.
4. Settlements through Step 2 of the Grievance Procedure shall not establish a precedent or practice for either party. The Union or the University may withdraw a grievance at any step without prejudice or precedence.
5. Initial steps and time limits in the Grievance Procedure may be waived by written mutual agreement of both the University and a Union representative.
6. No employee shall be discriminated against for participating in the Grievance Procedure.
7. Where an employee's presence as a witness is required during the adjustment of a grievance or during arbitration, the University shall excuse that employee from work. Neither party, however, shall be responsible for the expense of witnesses called by the other, including lost work time. Witnesses called by mutual agreement in advance of the witness appearance shall not lose pay.
8. At each step of the grievance procedure, each party shall present the facts and documents known to the party at the time to support its position on the grievance.
9. All matters coming under this Article may first be discussed between the aggrieved employee, a unit shop steward and his/her supervisor. If a resolution is reached it shall not establish a precedent or practice for either party.

All grievances shall be processed and settled in conformity with the following procedure:

Step 1. The aggrieved employee and his/her steward will write out the grievance indicating the nature of the grievance, the facts upon which it is based, the contractual provisions that the grievant believes has been violated, and the remedy sought. The grievance shall be heard by the grievant's supervisor who shall render his/her answer in writing within ten (10) working days from the date the grievance was discussed. Such

discussion shall take place within ten (10) working days of the submission of the grievance. In the event a satisfactory settlement is arrived at, the parties will execute the appropriate grievance forms. In the event no satisfactory settlement is arrived at, the procedure will then go to Step 2.

Step 2: If the immediate supervisor's written response does not resolve the grievance and the union chooses to pursue the matter further, the immediate supervisor's answer shall be appealed within ten working days to the NYC Administrative Lead or his/her designee. The NYC Administrative Lead or his/her designee shall within twenty (20) working days from the date the grievance is appealed, meet and discuss the grievance with the employee, the steward and a union representative. A written answer to the grievance shall be provided to the employee and the union representative within fifteen (15) working days of the step 2 meeting.

Step 3: If the grievance has not been satisfactorily resolved, the union, within ten (10) working days of receipt of the step two answer may appeal the grievance to the Director of Labor Relations. The union's representative, and the Director of Human Resources for the School of ILR or the Director of Labor Relations will consult with each other within twenty (20) working days of receipt of the Step 2 response in an effort to resolve the grievance. The employer will provide a Step 3 answer within ten (10) working days following the step 3 consultation.

#### Grievance Mediation

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

Step 4 - Election to Arbitrate. If the grievance remains unresolved after the Step 3 answer from the University, the designated Union Representative may appeal the grievance to arbitration within forty-five (45) days from the Step 3 answer by written notice to the American Arbitration Association requesting that agency to provided panels from which the arbitrator shall be selected.

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

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

The parties shall bear their own expenses and share in the arbitrator's fee and expenses equally. Each party shall be responsible for the expenses of its witnesses and

representatives, except as provided in Section 7 of this Article. Either party may be represented by counsel.

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

Grievances involving suspension or discharge may be submitted directly to Step 2 if mutually agreed upon. In order to be timely filed, such grievance must be submitted in writing to the Director of Administration within thirty (30) calendar days.

The time periods and limits provided in this Article shall not include Saturdays, Sundays or contractual holidays. Such time periods may be extended only by mutual agreement of the university and the union. In the absence of such agreement, the time limits shall be mandatory.

It is agreed that the use of the grievance procedure set forth herein shall be mandatory and shall be regarded as the sole and exclusive machinery for the adjustment of claims or grievances. The union may not at any time resort to economic action in support of grievances while they are being processed or thereafter.

All grievance forms shall be printed and supplied by the union.

## **ARTICLE 12 DISCIPLINE AND DISCHARGE**

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

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

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

The university agrees to honor the employees' Weingarten rights including:

- a. notifying the employee if a discussion may lead to disciplinary action;
- b. stopping all discussion with an employee when the university or employee determines that the discussion may lead to discipline of the employee, in order to provide the employee with the opportunity to meet with and have the shop steward or other union representative present before continuing the discussion;
- c. violations of (a) and (b) above shall be subject to Article 11, Grievance Procedure and Arbitration in this Agreement.

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

Referral to the Employee Assistance Program (EAP) is not a required step of the disciplinary procedure.

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

Management shall use its best efforts in appropriate cases to give the Union advanced notice of suspensions and discharges. Failure to give notice shall not be an issue in any grievance relating to the suspension or discharge.

Probationary employees shall be exempt from the provisions of this Article.

### **ARTICLE 13 FLEXIBLE WORKING HOURS**

The University shall consider employee requests for flexible working hours. Metropolitan District Office shall review such requests based upon the District's determination that it would be able to sustain its work flow and/or meet its requirements. While the decision to grant such requests is the University's, the employee may grieve a denial of such a request to the Third Step of the Grievance Procedure for final disposition by the parties but the denial shall not be arbitrable.

### **ARTICLE 14 LEAVE OF ABSENCE WITHOUT PAY**

#### Short-Term Position Leave

All regular full-time and part-time employees may be eligible for a short-term position unpaid leave after completion of their probationary period. Short-term position leaves may be requested for up to six (6) months. The employee's position will be held open for the duration of the short-term leave. The request must state the reason for the leave and the length of leave.

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

#### Long-Term Personal Leave

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

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

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

The employee is required to submit a written request for a long-term unpaid personal leave through the Director of Administration to Office of Human Resources stating the reason for the leave and length of leave. The request for a long-term unpaid personal leave must be made at least two (2) weeks in advance of the first day of leave. Whenever employees exhaust their Short-Term Disability Plan benefits and application for Long-Term Disability Plan benefits is still pending, the employee shall be automatically placed on a Long-Term Personal Leave for the interim period up to a maximum of one (1) year.

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

Requests for unpaid long-term personal leave are granted entirely at the discretion of Office of Human Resources. Denials shall not be unreasonable but shall not be grievable.

#### General Provisions For Short-Term And Long-Term Unpaid Personal Leaves

Accrued vacation must be exhausted before a long term unpaid personal leave begins. An employee shall not be eligible for sick leave or disability benefits while on an approved unpaid leave. Sick leave and vacation will not accrue while an employee is on unpaid leave. If the employee returns to active employment at the University within the limits specified by the unpaid leave of absence agreement, sick leave shall be restored to its former level.

Acceptance of any employment inconsistent with the unpaid leave will result in termination.

### **ARTICLE 15 JURY DUTY LEAVE**

An employee called for jury duty will be paid his/her regular rate of pay upon submission of the summons. An employee subpoenaed to appear in court as a witness by the employer or for an employment related matter will be paid his/her regular rate of pay upon submission of the subpoena. The employee should notify his/her supervisor immediately.

### **ARTICLE 16 BEREAVEMENT LEAVE**

After thirty (30) days of employment, an employee will be entitled to a leave of absence, as actually needed and used by him/her, for funeral arrangements, or attendance due to death of grandparents, parents, brother, sister, spouse, mother, father, sister or brother-in-law, child, grandchild or domestic partner. The employer will reimburse the employee for scheduled work time he/she actually lost during this leave to a maximum of three (3) seven (7) hour days at his/her regular wage rate.

### **ARTICLE 17 MILITARY LEAVE**

Employees who are members of the National Guard, Coast Guard, or Military Reserve Units shall be granted leave with pay or training periods of more than seven (7) days on no more than two (2) occasions in a twelve (12) month period, up to a maximum of thirty (30) in total in a twelve (12) month period. Vacation or Personal Leave may be used for military training in excess of thirty (30) days subject to the approval of the Director of Administration.

Whenever possible, the employee shall provide written documentation to the University at least two weeks in advance of the scheduled training, specifying the reason and duration of the military leave.

## **ARTICLE 18 SICK, HEALTH CARE AND PERSONAL LEAVE**

### Sick Leave

Sick leave permits the employee income continuation for time when they are not able to work due to their illnesses. The University reserves the right to establish attendance standards, to require medical verification of employee illness and to discipline employees for abuse of sick leave, including suspension or discharge. Employees shall accrue sick leave as follows:

- Sick leave accrual is based on the number of straight time hours paid to an employee during a pay period, at the rate of .04615 hours per hour paid. Sick leave accrual begins immediately upon employment.
- If an employee is on a paid leave (for other than vacation) for more than twenty (20) consecutive calendar days, sick leave ceases to accrue. The twenty (20) consecutive days are counted from the first day of absence.
- Sick leave accrual shall not exceed a total of seven hundred twenty (720) hours for an employee regularly scheduled to work forty (40) hours per week. All other accruals shall be prorated based upon a forty (40) hour work week.
- Sick leave cannot be taken before it is accrued.

Sick leave shall be available for only personal employee illness or employee dental or medical appointments which cannot be scheduled outside regular working hours.

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

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

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

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

### Health Care Leave

Up to three (3) working days of accumulated sick leave may be taken within each fiscal year in the event that an employee's full attention is necessary to care for a member of the employee's immediate household, or who is a member of the immediate family or a dependent. Immediate family shall be restricted to those relationships identified in Article 16. Regular part-time

employees may take the prorated equivalent. Health care leave that is not used by the end of the fiscal year will remain as unused sick leave.

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

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

#### Personal Leave

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

Where personal leave is used for an emergency, the employee's supervisor must be notified as soon as possible. Personal leave for purposes other than an emergency requires advance permission of the employee's supervisor.

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

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

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

Employees may choose to combine Health Care Leave and Personal Leave days and use the six (6) days in any combination for such leave.

The university will separate out and designate whether the employee has used sick days or a personal leave day and provide such information to the employees on a monthly basis.

### **ARTICLE 19 VACATION**

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

Employees are entitled to earn vacation under the following schedule:

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

Paid vacation accrual begins on the date of last hire. Changes in accrual rates shall be effective on the anniversary date of last hire. Paid vacation may accrue to a maximum of three hundred and twenty (320) hours or two (2) times the annual accrual rate, whichever is less.

If a scheduled University holiday falls within an employee's vacation period, the employee shall be given the holiday pay and shall not have to use vacation time for that day. If an employee is on vacation when the University declares an unscheduled day off (e.g., inclement weather) the employee shall continue to use vacation time for that day and will not be given an additional day off.

Upon termination, an employee shall have a right to receive payment for all unused vacation time, provided the employee has completed at least one year of continuous service.

When an employee retires, accrued vacation will be paid in normal payroll amounts and cycles until the current and accrued vacation is exhausted. Employees who receive vacation pay following retirement will receive holiday pay for all holidays covered under Article 20 of this Agreement which fall within the period.

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

Written requests for vacation time off shall be submitted as soon as reasonably possible to the employee's supervisor. The employee shall receive a copy of the approval or rejection within a reasonable period of time. Once approved, the vacation time off cannot be canceled or changed without the agreement of the employee.

When an employee has accrued vacation leave and dies, the corresponding payment for such shall be paid to the employee's beneficiaries or estate.

## **ARTICLE 20 HOLIDAYS**

### Number and Identity

There will be eleven holidays. These include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and recess days between Christmas and New Year's day, and

In addition, there are four floating paid holidays which the employee shall select in January of each year. The floating holidays will be chosen among the following days: Martin Luther King Day, Columbus Day, Good Friday, Veteran's Day, Lincoln's Birthday and President's Day. Two (2) of the four (4) floating holidays shall be Martin Luther King Day and President's Day for all bargaining unit employees entitled to holidays.

Once a floating holiday is approved as a day off such time off may not be changed except mutual agreement of the employee and supervisor.

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

#### Holiday Pay

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

Regular part-time employees will receive prorated pay at their usual rate, provided the holiday falls on a regularly scheduled work-day.

#### Pay For Holiday Work

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

Upon mutual agreement, employees may receive holiday pay in lieu of holiday compensatory time off. Only time worked in this option shall be used for overtime purposes.

#### Eligibility

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

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

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

## **ARTICLE 21 OTHER BENEFITS**

The University and the Union agree that, during the term of this Agreement, the University will automatically extend to Statutory employees covered by this Agreement any adjustments made by the University in the current benefit programs listed below in this paragraph which the University might make for 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.

- Group Life Insurance
- Accidental Death and Dismemberment Plan
- New York State Employees Retirement System Benefits

- Tax Deferred Annuity Plan (Voluntary)
- Cornell Children's Tuition Scholarship Plan
- Long-Term Disability Plan (non-vested employees only)
- Workers' Compensation
- Cornell's Short-Term Disability Plan
- Group Health Insurance:
  - The Statewide Plan or Group Health Incorporated
- Employee Tuition and Training Program
- Direct Deposit
- Cornell Break in Service Policy
- Employee Assistance Program (EAP)
- Family and Medical Leave Act
- Vacation

## **ARTICLE 22 HOURS OF WORK AND OVERTIME**

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

While the University will make every effort to accommodate an employee's request to be excused, the University reserves the right to require employees to work overtime or report on their scheduled hours or days off.

When feasible departments shall give employees at least one (1) week notice prior to weekly work schedule changes or long-term changes in work location.

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

Other than during emergency situations, seniority shall be respected when scheduling overtime provided the employee can do the available work.

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

Any indefinite transfer to another ILR Extension Office shall require thirty (30) days advance written notice to the employee, shop steward and the union.

An employee who is required or authorized to work on a Saturday or Sunday who is not regularly scheduled to work on a Saturday or Sunday, shall be paid at the rate of time and one-half (1 ½) their regular rate for the hours worked on the Saturday or Sunday.

### Tour of Duty Pay

Whenever a scheduled tour of duty begins before 7:00 a.m. or ends after 7 p.m., each employee shall receive a wage adjustment of ten percent (10%) of the employee's basic hourly rate payable for all hours worked in that scheduled tour. Such wage adjustment shall be paid for the following paid leave situations: vacation, holiday, sick, personal and family health care leave.

Call-Back Pay

Employees required to return to work after leaving the University’s premises following their work shift shall be paid a minimum of four (4) hours at rate of one and one half (1 ½) times their regular rate of pay.

**ARTICLE 23**

**WAGES**

Effective on the date set forth below, employees shall receive the following increases to their base rates of pay:

October 1, 2005	Three and one half percent (3 ½ %)
October 1, 2006	Four percent (4%)
October 1, 2007	Four percent (4%)

Job Rates

Effective on the dates set forth below, the job rates shall be as follows:

Effective Date	C01	C02	C03	C04
	Hourly/Annual	Hourly/Annual	Hourly/Annual	Hourly/Annual
10/1/05	\$15.22/\$27,708	\$16.81/\$29,449	\$18.54/\$33,752	\$21.03/\$38,274
10/1/06	\$15.83/\$28,808	\$17.48/\$31,818	\$19.28/\$35,093	\$21.87/\$39,806
10/1/07	\$16.46/\$29,963	\$18.18/\$33,086	\$20.05/\$36,493	\$22.74/\$41,396

Longevity Pay

Current employees who reach their anniversary date as outlined below will receive a one-time longevity payment, which shall be applied to their base pay. Such longevity payment will be paid at the beginning of the pay period following their anniversary date. No employee shall receive more than one longevity adjustment during the life of this Agreement.

Five (5) Years of Service	\$700.00
Ten (10) Years of Service	\$950.00
Fifteen (15) Years of Service	\$1200.00
Twenty (20) Years of Service	\$1450.00
Twenty-Five (25) Years of Service	\$1700.00

Any employee receiving a longevity adjustment as of the date of ratification in accordance with the terms of the prior Agreement shall have his/her rate adjusted to the rates herein as of the date of ratification. After twenty-five (25) years of service, and each fifth (5<sup>th</sup>) year of service following the twenty-fifth (25<sup>th</sup>) year, employees will receive the 25<sup>th</sup> year longevity.

Hire Rate

Effective upon ratification all employees who are at the Hire Rate shall move to the Job Rate. All new hires shall be hired at the Job Rate.

## **ARTICLE 24 SEPARABILITY**

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

## **ARTICLE 25 TEMPORARY ASSIGNMENTS**

When an employee is temporarily assigned to a higher pay band or position inside the bargaining unit and performs substantially all of the duties of such position for a period of more than thirty (30) working days, and where the employee's salary is below the Job Rate to which the employee is temporarily assigned, the employee's salary shall be raised to the higher pay band Job Rate beginning the thirty-first (31<sup>st</sup>) work day.

## **ARTICLE 26 TECHNOLOGICAL/ORGANIZATIONAL CHANGES**

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

## **ARTICLE 27 PROFESSIONAL DEVELOPMENT**

A non-bargaining unit supervisor will work with employees wishing to pursue educational goals while employed at the university. The employee's educational goals shall not be limited to work-related responsibilities only, and include: technical training workshops, attainment of certificates, associates, undergraduate and graduate degree programs, etc.

## **ARTICLE 28 SUCCESSORSHIP**

This Agreement shall be binding upon the successors and assignees of the parties hereto.

## **ARTICLE 29 DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect until 11:59 p.m., September 30, 2008 and, thereafter, shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least sixty (60) days prior to the termination date of this Agreement of its desire to

change or modify in any way or terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party.

**ARTICLE 30  
AGREEMENT**

This Agreement is entered into this 9<sup>th</sup> day of March, 2006 by the between Cornell University ILR Extension Office, Metropolitan District Office in New York City, (herein, "Employer") and the Communication Workers of America, (AFL/CIO), 80 Pine Street, New York, NY 10005 (herein, "Union").

In witness whereof, the parties hereto have executed this Agreement this 9<sup>th</sup> day of March 2006.

Cornell University

Communications Workers of America, Local 1101

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## **Letters of Understanding**

1. Employees shall receive in addition to their regular wage the Metropolitan Area wage differential.
2. Employees who successfully complete accredited course work through the CUNY system shall be reimbursed at the CUNY tuition rate up to 12 credits per calendar year.
3. Employees shall be provided with an “unlimited” New York City Transit Pass.
4. Cornell University shall continue in effect the Neutrality Agreement signed and dated May 27, 1999.
5. Joint Labor-Management Committee: The parties agree to the formation of a joint labor-management committee consisting of two members of the union, and two members from management from the Metropolitan office. The committee will meet at least quarterly with the intent to improve communications, problem solve, and openly discuss issues of concern to both parties. An agenda will be set prior to each meeting. Guests may be invited depending on topics of the agenda. The outcome of each meeting will be publicly communicated to all employees in the Metropolitan office.

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