



AGREEMENT BETWEEN

CORNELL UNIVERSITY

AND

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS

LOCAL 832S

MARCH 15, 2007 THROUGH MARCH 14, 2010

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1 This Agreement is between Cornell University, hereinafter referred to as
2 the University and the International Union of Operating Engineers, Local
3 832S, hereinafter referred to as the Union and is effective from March 15,
4 2007 through March 14, 2010.

5
6 ARTICLE I
7 PURPOSE AND INTENT
8

9 It is agreed by the University and the Union that the purpose of this Agree-
10 ment is to: promote orderly and cooperative labor relations between the
11 University and Union; assure efficient, economical and uninterrupted plant
12 operations; establish fair wages, hours and working conditions of employ-
13 ment; to prevent strikes, lockouts, slowdowns; and to set forth the entire
14 Agreement between Cornell University, the Union and employees at the
15 Chilled Water Plant, the Water Filtration Plant and the Central Heating Plant
16 located on the campus of Cornell University, Ithaca, New York.

17
18 It is recognized by this Agreement to be the duty and obligation of the
19 University and of the Union to cooperate fully for the advancement of
20 said purposes and conditions.

21
22 ARTICLE II
23 UNION RECOGNITION
24

25 The University hereby recognizes the Union as the exclusive collective
26 bargaining representative with respect to wages, hours of employment and
27 other working conditions for those employees, employed by the Univer-
28 sity at the Chilled Water Plant, the Water Filtration Plant and the Central
29 Heating Plant (including the Co-Generation area) located on the campus
30 of Cornell University, Ithaca, New York whose duties are defined by the
31 specific classifications listed in Appendix A of this Agreement. Members
32 of this Union shall take charge of all work coming under the jurisdiction
33 of the International Union of Operating Engineers. An engineer is to be
34 on duty at all times while any equipment under the jurisdiction of the
35 International Union of Operating Engineers is in operation. In a continu-
36 ous operating plant, no engineer is to leave a watch until another engineer
37 reports for duty.

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ARTICLE III
UNION SECURITY

The parties agree that all employees in the Chilled Water Plant, Water Filtration Plant, and Central Heating Plant subject to the jurisdiction of Local Union No. 832S, International Union of Operating Engineers as set forth in Schedule A attached hereto and made part hereof, shall become members of the respective Local No. 832S, no later than the 31st day from the commencement of their employment or the execution date of this Agreement, whichever is later, and shall remain in good standing thereafter, subject to the limitations of any applicable law. The university agrees to compensate up to five (5) union representatives for lost work time spent in scheduled negotiations. Lost work time shall mean only those hours the employee is regularly scheduled to work.

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ARTICLE IV
UNION DUES, INITIATION FEES,
& SERVICE CHARGES

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

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

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

ARTICLE V
MANAGEMENT RIGHTS

Except as otherwise specifically provided in the Agreement, the University

1 retains all of the rights, functions, duties and responsibilities of management
2 currently accorded it by law. These rights include, by way of illustration
3 but not limited to:

- 4
- 5 a. The determination of the size and qualifications of the work force,
6 including the allocation and assignment of work or workers; the
7 content of job classifications; the determination of policies affecting
8 the selection and training of the employees and the ultimate authority
9 to hire, recall, transfer, promote, lay off, suspend, demote or dismiss
10 employees;
- 11 b. The full and exclusive control of the management of the University;
12 the supervision of all operations; including the means, methods,
13 manner, standards and processes by which any and all work will be
14 performed;
- 15 c. The right to change existing, or introduce new equipment, operations,
16 methods, processes, means or facilities as determined to be in the
17 best interest of the University;
- 18 d. The right to schedule operations, including the right to change work
19 schedules;
- 20 e. The right to implement permanent, temporary or seasonal layoffs
21 and/or the right to implement work sharing schedules or work week
22 reduction schedules as an attempt to avoid layoffs in the event that
23 insufficient work is available to support the full work force;
- 24 f. The right to determine the nature, mix and extent of services, utilities
25 and energy resources to be produced, utilized, contracted for and/or
26 purchased by the University;
- 27 g. The right to determine and enforce work rules, standards of personal
28 behavior on the job, qualitative and quantitative standards of perfor-
29 mance and occupational health and safety standards;
- 30 h. The right to alter past work customs, traditions, and practices;
- 31 i. The right to subcontract any and all work when and as deemed neces-
32 sary by the University;
- 33 j. The right to establish and enforce rules and procedures for discipline
34 and discharge for just cause.

35
36 Furthermore, the exercise or non-exercise of rights hereby retained by the
37 University shall not be deemed a waiver of any such right or prevent the
38 University from exercising such rights in any way in the future.

1 ARTICLE VI
2 PRODUCTIVITY
3

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

10 ARTICLE VII
11 NO STRIKE GUARANTEE
12

13 Under no circumstances shall the Union, its officials, its employees, its
14 affiliates, or its members, directly or indirectly cause, instigate, permit,
15 support, encourage or condone, nor shall any employee or employees,
16 directly or indirectly, take part in any action against or any interference with
17 the operations of the University such as a strike, work stoppage, sit-down,
18 stay-in, slow-down, curtailment of work, restriction of production, or any
19 picketing, patrolling or demonstrations at any location whatsoever during
20 the term of this Agreement and as a continuing obligation.
21

22 In the event of any such action or interference, and on notice from the
23 University, the Union without delay shall take whatever affirmative action
24 is necessary to prevent and bring about the termination of such action or
25 interference. Such affirmative action shall include the immediate disavowal
26 and refusal to recognize any such action or interference and the Union im-
27 mediately shall instruct any and all employees to cease their misconduct
28 and inform them that their misconduct is a violation of the Agreement
29 subjecting them to disciplinary action, including discharge.
30

31 In addition the Union shall within twenty-four (24) hours of any such action
32 or interference, deliver the following notice to the University:
33

34 "To all employees of the University represented by Lo-
35 cal 832S, International Union of Operating Engineers,
36 AFL-CIO:
37

38 You are advised that the action against and interference
39 with the operations of Cornell University which took place
40 (date) is unauthorized by the Union and in violation of

1 the collective bargaining Agreement. You are directed to
2 cease this action and interference immediately.”
3

4 An authorized official of the Union shall sign the notice.
5

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

13 ARTICLE VIII
14 DISCIPLINE AND DISCHARGE
15

16 The University retains the right to: uniformly establish, maintain and amend
17 work rules and rules governing the on-the-job conduct of its employees,
18 enforce such rules and/or discharge employees for just cause.
19

20 Any employee aggrieved when the University exercises its rights outlined
21 above, shall comply with such rule, order and/or discipline and shall,
22 thereafter, pursue a grievance through the grievance procedure set forth
23 in this Agreement.
24

25 In the event that the University determines that the appropriate discipline
26 in a particular case is suspension without pay and/or discharge of an em-
27 ployee, then the University will provide written notice of such decision to
28 the employee and Union Representative. Such notice shall be mailed to
29 the union representative within forty-eight (48) hours of the notice to the
30 employee and shall outline the reasons for the disciplinary action. Discharge
31 and suspension without pay decisions may be filed directly at Step II of
32 the grievance procedure within five (5) working days from the date the
33 employee received such written notification. The parties may mutually
34 agree to waive the Step II proceeding and move the grievance immediately
35 to Step III within the time limits specified in Step II.
36

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

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

7
8 Disciplinary warning letters shall be removed from an employee file if no
9 similar infractions occur in the 18 months following the warning.

10
11 The University shall have the discretion to immediately discharge employ-
12 ees who commit serious offenses, without limiting the University's right
13 to determine other circumstances and/or offenses which would constitute
14 just cause for immediate discharge. The following are listed by way of
15 illustration and not limitation as offenses which would warrant immedi-
16 ate discharge:

- 17 a. Sleeping on duty.
- 18 b. Drinking alcoholic beverages and/or taking non-prescribed controlled
19 substances during working hours.
- 20 c. Reporting to work under the influence of alcohol or non-prescribed
21 controlled substances.
- 22 d. Engaging in or threatening physical violence to a supervisor or
23 fellow employee.
- 24 e. Theft.
- 25 f. Insubordination.
- 26 g. Ringing another employee's clock card.
- 27 h. Violation of safety rules which results in danger to the employee,
28 other individuals and/or property.

29
30 ARTICLE IX
31 NON-DISCRIMINATION

32
33 The University and Union recognize their mutual obligations under the
34 various affirmative action and equal employment opportunity statutes
35 and regulations.

36
37 In accordance with these statutes and regulations, the University and the
38 Union agree to apply this Agreement without discrimination in regard to
39 race, color, religion, creed, national origin, sex or age, marital status, dis-
40 ability, sexual orientation, Vietnam era veteran and disabled veteran status,

1 except where sex or age is a bona fide occupational qualification.

2
3 The University and the Union will exercise their respective responsibil-
4 ity for non-discrimination in employment rights for workers with dis-
5 abilities, as mandated by the Americans with Disabilities Act.

6
7 ARTICLE X
8 SENIORITY
9

10 Definition

11 Plant seniority shall be defined as an employee's length of continuous
12 service within the Chilled Water Plant, the Water Filtration Plant, and the
13 Central Heating Plant as measured from the employee's last date of hire
14 into these plants.

15
16 The Chilled Water Plant, the Water Filtration Plant and the Central Heat-
17 ing Plant shall be considered as separate seniority units for the purpose of
18 layoff, recall, promotion and vacation preference.

19
20 University seniority shall be defined as the length of continuous service
21 from the date of last hire in the University and shall be utilized for such
22 purposes as set forth elsewhere in this Agreement.

23
24 Seniority shall be continued during periods of short-term disability.

25
26 Loss of Seniority

27 An employee shall lose his seniority if the employee:

- 28
29 a. Resigns or quits.
30 b. Is discharged or terminated (unless reversed through the grievance
31 or arbitration procedure).
32 c. Retires.
33 d. Does not return from layoff within three (3) working days after being
34 notified, by certified or registered mail or by telegram addressed to
35 the employee at his last forwarding address filed with the Utilities
36 Department Business Office, to return to work. An employee who
37 moves must notify the Utilities Department Business Office of his
38 change of address in writing within five (5) calendar days of such
39 move.

- 1 e. Has been on layoff for a time equal to his unit seniority at the time
2 of his layoff or twelve (12) months, whichever is less.
- 3 f. Is absent from work or fails to return to work at the expiration of
4 a leave of absence, vacation or disciplinary layoff, for three (3)
5 consecutive working days without notifying and receiving approval
6 from the plant manager or designee.
- 7 g. Is transferred or promoted into another position within the University,
8 except such an employee shall have the right to return to his/her
9 former position (with no loss of seniority) for a period of thirty (30)
10 calendar days, provided such employee has not been discharged
11 from his/her position in that department for misconduct.
- 12 h. The employee fails to return to employment at Cornell within one
13 year following the expiration of Short-Term Disability Leave.
- 14 i. An employee on a continuous absence from work due to a work-
15 related injury or illness who fails to return to work within one year
16 of a determination by a physician that the employee is permanently
17 disabled or if the employee fails to return to work within thirty (30)
18 months following a continuous absence due to work-related injury
19 or illness.

20
21 Bargaining unit employees who are promoted to supervisory positions in
22 the Chilled Water Plant, Water Filtration Plant or Central Heating Plant shall
23 be eligible to return to the bargaining unit within three (3) months from
24 the date of promotion, provided such employee has not been discharged
25 for misconduct.

26
27 Probationary Employee

28 An employee is a probationary employee for the first three (3) months of
29 his regular full-time continuous employment. An employee will not begin
30 to accrue seniority rights until after the probationary period is completed
31 at which time seniority will be calculated from the employee's original
32 date of hire.

33
34 Probationary employees may be disciplined, laid off or terminated with
35 or without cause and without regard to the grievance and arbitration
36 procedures.

37
38 Layoff and Recall

39 In the event of layoffs, probationary employees shall be laid off first. If
40 further layoffs are necessary, the last person hired in the particular clas-

1 sification shall be the first laid off, providing that the remaining employ-
2 ees are qualified to perform the remaining job responsibilities and work
3 available. In the event of recall, employees shall be recalled in the reverse
4 order of layoff.

5
6 Employees who would otherwise be laid off under this procedure may
7 displace employees in other positions within the same plant, provided the
8 employee to be displaced:

- 9 • has less seniority;
- 10 • is employed in the same salary grade, or lower;
- 11 • is employed in a position which the employee who is about to
12 be laid off has held in the past or, in the University's judgment,
13 has the qualification to and can immediately perform the job
14 without further training; and further,
- 15 • provided that the employee accepts the position at the rate of
16 pay designated for that lower position.

17
18 Filling Job Vacancies

19 It is agreed that the job opening should be filled by the person most qualified
20 to perform the work. The University will post job openings which may
21 occur in the bargaining unit in each plant, throughout the University, and
22 may also advertise outside the University to ensure that qualified individuals
23 are made aware of such openings.

24
25 A "promotion" is defined as the transfer of an employee to a regular opening
26 in a classification assigned to a higher pay grade within the seniority unit.
27 A regular opening is one which is expected to continue indefinitely until
28 discontinued by the University and shall not include any opening which
29 is limited in duration, or occasioned by absences or other reasons for short
30 duration job assignments.

31
32 It is the University's intent to follow the practice of promotion from within.
33 Whenever a promotional opportunity exists, the University will consider
34 the qualifications and past job performance of applicants. If all factors are
35 equal, unit seniority shall be considered first, then bargaining unit seniority
36 shall be the determining factor.

37
38 Whenever employees are promoted they will be placed at the 1-5 year
39 wage rate for that grade and remain at that rate until they have completed
40 four (4) years of service in that position. Employees promoted one (1)

1 grade shall move to the third (3rd) year in the 1 - 5 Range of the pay scale
2 if the employee is at the 5+ rate in the grade from which they are being
3 promoted.

4
5 Upon written request the university shall inform the union regarding the
6 status of a position if it is not to be filled in a reasonable length of time.

7
8 Employee who are temporarily assigned for one day or more to a higher
9 graded position shall be paid for those days in accordance with the promo-
10 tion language above.

11
12 ARTICLE XI
13 GRIEVANCE PROCEDURE
14

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

21
22 Working days, for the purpose of processing a grievance, shall be defined
23 as Monday through Friday, excluding all paid holidays.

24
25 The Union shall have the right to appoint a shop representative for each
26 plant to handle employee grievances. The Union shall notify the University
27 in writing of the appointment of the shop representatives.

28
29 Employees desirous of seeking counsel from the shop representative, or
30 any shop representative desirous of investigating an alleged grievance
31 during working hours must make prior arrangements for such discussion
32 through their immediate supervisor before leaving their assigned duties.
33 The immediate supervisor will allow reasonable time for such discussion
34 of an alleged grievance, without loss of pay, at times when operational
35 needs permit. When such time off is granted, the employees involved shall
36 punch out on their clock cards until they return to work.

37
38 Initial steps and time limits in the Grievance Procedure may be waived
39 by written mutual agreement of both the University and a Union repre-
40 sentative.

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

3
4 No employee shall be discriminated against or adversely treated for par-
5 ticipating in a grievance proceeding.

6
7 Step I

8 An employee who wishes to pursue a grievance must submit a completed and
9 signed grievance form to management within three (3) working days from
10 the date on which the cause of the complaint occurred or from the date the
11 aggrieved employee had reason to know of its occurrence. Management will
12 meet with the employee and/or shop representative within five (5) working
13 days from the receipt of the grievance form, and will provide a response
14 within five (5) working days from the date of the Step I meeting.

15
16 Step II

17 If the immediate supervisor's answer does not resolve the grievance and
18 the employee chooses to pursue the matter further, a written grievance
19 may be appealed to the Director of Utilities and Energy Management or
20 designee within five (5) working days from the Step I response, setting
21 forth the facts upon which the grievance is based, the sections(s) of the
22 Agreement alleged to have been violated and the remedy or corrections
23 sought. The Director of Utilities and Energy Management or designee
24 within ten (10) working days from the date the grievance is appealed shall
25 meet and discuss the grievance with the employee and a Union representa-
26 tive. A written answer to the grievance shall be provided to the employee
27 and the Union representative within five (5) working days after the date
28 of the Step II meeting.

29
30 Step III

31 If the Union does not agree with the Step II answer, the matter shall be
32 discussed by the Union Representative and Director of Staff and Labor
33 Relations or his/her representative within ten (10) working days from the
34 date of receipt of the appeal to Step III. The Director of Staff and Labor
35 Relations or his/her representative will provide the Union with a written
36 answer on the appeal within ten (10) working days of this meeting.

37
38 Step IV

39 If the Union disagrees with the Step III answer, it may appeal the grievance
40 to arbitration by notifying the Director of Staff and Labor Relations within

1 ten (10) working days from its receipt of the Step III answer. Unless a mutual
2 agreement by the parties is made to the contrary, only one grievance may
3 be the subject of an appeal to arbitration.

4
5 If the grievance is appealed to arbitration, the moving party shall request
6 the Federal Mediation and Conciliation Service to submit a panel of
7 seven (7) arbitrators. Each party shall have the right to reject one panel
8 of arbitrators.

9
10 The Union shall first strike one name from the list, the University shall
11 then strike one name, and so on in succession. The person whose name
12 remains shall be the arbitrator.

13
14 When considering and rendering a decision on the grievance, the arbitrator
15 shall have no right to add to, subtract from, nullify, ignore or modify any
16 of the terms of this Agreement. The arbitrator shall render his/her decision
17 within thirty (30) days from the close of the arbitration. The decision of
18 the arbitrator shall be final and binding on all involved parties.

19
20 The costs of arbitration shall be borne equally by the University and Union.
21 Each party will be responsible for the expenses of its witnesses and repre-
22 sentatives, such as lost work time and travel expenses.

23
24 ARTICLE XII
25 HOURS OF WORK/OVERTIME
26

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

31
32 All employees are to be at the place designated by their supervisors, ready
33 for work, at their starting time and remain at their work site and continue
34 working until the end of their shift in the case of maintenance workers, or
35 until relieved by the next shift worker in the case of shift personnel.

36
37 The University reserves the right to establish, schedule and/or alter shift
38 operations, and all employees thereby affected shall be required to work
39 such shifts. The University shall provide employees as much advance
40 notice as practicable under existing circumstances but in no event shall

1 such notice be less than seven (7) days of any major, long-term change
2 in shift schedules it shall adopt. The University also reserves the right to
3 change the pay day.

4
5 Lunch periods shall be unpaid and the time and duration of the lunch period
6 will be scheduled by the supervisors. Employees who are not given time
7 off from work for lunch periods will be permitted to lunch during working
8 hours provided such lunching does not interfere with work or the orderly and
9 efficient operation of the University. In the event an employee is required
10 to work twelve (12) consecutive hours, time for a meal will be permitted
11 in the same manner allowed above for the lunch breaks.

12
13 Only time actually worked over eight (8) hours per day or night, or forty
14 (40) hours per week shall be considered overtime and is to be paid for at
15 the rate of one and one-half (1-1/2) times the employee's regular rate of
16 pay (see side letter for 12 hour schedule.)

17
18 The work week means seven (7) consecutive days beginning 12:01 a.m.
19 Thursday. A work day shall be defined as the 24 consecutive hour period
20 beginning with an employees starting time on each work day. All paid
21 absences shall be considered time worked for the purposes of computing
22 overtime.

23
24 There is no weekend premium pay. Only hours worked beyond the normal
25 eight (8) hour work day will be paid at one and one-half (1-1/2) times the
26 employee's regular rate of pay, regardless of the days the hours are worked
27 (see side letter for 12 hour schedule.)

28
29 There shall be no pyramiding of overtime and/or premium pay.

30
31 In the event that an employee has to be called in to work outside of his
32 regularly scheduled hours, he will be guaranteed a minimum of four
33 (4) hours of pay. This will not apply to employees who are called in to
34 begin work prior to the start of their next shift or held over at the end of
35 a shift.

36
37 In the event that an employee is called at home outside of regular working
38 hours, at the direction of management, to resolve equipment problems, such
39 employee shall receive one (1) hour of pay.

1 Employees who work a non-rotating shift and work more than sixteen
2 (16) consecutive hours shall receive one (1) hour of paid time off at the
3 beginning of their next scheduled shift for each hour worked over sixteen
4 (16). In the case of an emergency where the employee is needed to work,
5 management may schedule this time off as convenient.
6

7
8 ARTICLE XIII
9 RELIEF WORK PAY

10 Operators designated as relief personnel shall be required to be available
11 upon request for both scheduled and unscheduled relief of regularly assigned
12 operators. If the Relief Operator is required to work as an Operator on a
13 weekend, when he/she was not scheduled to work, he/she may work the
14 remainder of his/her regular scheduled work-week or he/she may, with the
15 permission of the supervisor, request to take compensatory time within the
16 same work week as defined in Article XII. If a relief operator has received
17 less than 48 hours notice, other than in an emergency situation, he/she has
18 the option of overtime or compensatory time within the same work-week.
19 When the Relief Operator is required, by emergency or schedule, to work
20 a relief shift in the same work-day as his/her normal Monday to Friday
21 schedule, he/she will be excused from his/her regular shift unless otherwise
22 required by the supervisor.
23

24 Relief Operators scheduled to work on a weekend shift will have the right
25 to work another day on his or her regular day shift not to exceed six (6)
26 total days in a work-week. A work-day is defined as eight (8) hours.
27

28 ARTICLE XIV
29 OVERTIME DISTRIBUTION

30
31 The University reserves the right to require employees to work overtime as
32 may be necessary to meet the University's operating requirements.
33

34 It is the intent of the University that every reasonable attempt shall be
35 made to schedule overtime as equitably as practicable among employees
36 of the same job classification at each plant. However, when overtime not
37 scheduled in advance is required, it shall not be necessary to call in the
38 low person on the "overtime balancing list", rather employees already at
39 work may be utilized.

1 It is the intent of the University to assign scheduled overtime to the employee
2 with the least amount of accumulated hours within the job classification
3 required by the University for the scheduled overtime work. However,
4 the University may deviate from assigning the low person whenever such
5 employees are within a twenty-five (25) hour spread. The University will
6 review with the shop representative when employees have been scheduled
7 to work overtime, if those employees scheduled, are not within twenty-five
8 (25) accumulated overtime hours of the low employee within the same
9 job classification.

10
11 Whenever possible the University shall post at each plant before 3:00 P.M.
12 on Wednesday, the scheduled overtime for the following calendar week.
13 Employees who wish to be excused from the scheduled overtime must make
14 such request to their supervisor before the end of their Thursday shift. Any
15 employee so excused shall be charged on the "overtime balancing list" those
16 hours the employee would have been paid for working the overtime. Any
17 employee who has agreed to work and fails to work shall, in addition to
18 any discipline enforced by the University for such offense, be charged on
19 the "overtime balancing list" double the number of overtime hours he/she
20 had been scheduled to work, except if the employee notifies the supervisor
21 in advance of the scheduled overtime of his/her inability to work because
22 of an emergency. He/she shall only be charged the hours he/she would
23 otherwise have been paid for working the scheduled overtime.

24
25 When two (2) employees mutually agree, with prior supervisory approval,
26 to exchange scheduled work hours, neither employee shall be credited with
27 overtime hours which result from this arrangement.

28
29 The University shall post credited overtime hours on a bi-weekly basis in
30 each plant referred to in this Agreement.

31
32 The balancing of overtime hours among employees whose overtime is
33 balanced shall be from January 1 to December 31 of each year. On Janu-
34 ary 1, all employees within twenty-five (25) hours of the lowest employee
35 credited with overtime hours within each classification shall have their
36 overtime hours adjusted to zero. Employees within each classification
37 who have been credited with over twenty-five (25) overtime hours more
38 than the lowest employee within such classification shall have twenty-five
39 (25) hours subtracted from their overtime total and be credited with the
40 remaining total of overtime hours.

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ARTICLE XV
WAGES

Wages will be paid according to the schedule listed below.

Wage Schedule				
		2007-2008	2008-2009	2009-2010
Grade 1	0-1 year	14.58	15.16	15.77
Grade 2	0-1 year	15.13	15.74	16.37
	1-5	17.00	17.68	18.39
	5+	17.69	18.40	19.13
Grade 3	0-1	16.08	16.72	17.39
	1-5	18.03	18.75	19.51
	5+	18.79	19.54	20.33
Grade 4	0-1	18.15	18.87	19.63
	1-5	19.51	20.29	21.10
	5+	20.17	20.97	21.81
Grade 5	0-1	18.94	19.70	20.48
	1-5	21.05	21.89	22.77
	5+	21.83	22.70	23.61
Grade 6	0-1	20.96	21.79	22.67
	1-5	24.35	25.32	26.33
	5+	25.11	26.11	27.15
Grade 7	0-1	22.90	23.82	24.77
	1-5	25.34	26.36	27.41
	5+	26.26	27.31	28.40

33 Employees on the payroll as of the ratification date of this agreement
34 and the anniversary date at the beginning of year 3 shall receive a gross
35 pay lump sum payment of \$250.

36
37 Adjustments for Years of Service

38 All adjustments for years of service shall be effective on the first pay period
39 after the employee's anniversary date.

1 Employees formally assigned by management to a lead person role shall
2 receive an additional five percent (5%) of base pay for the duration of the
3 assignment.

4
5 ARTICLE XVI
6 INCONVENIENCE PAY
7

8 Employees who are regularly scheduled to shift work and relief operators
9 shall be eligible to receive the following inconvenience pay in addition to
10 their regular straight time rates.

11
12 Eight Hour Shifts

<u>Shift</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>
8-4 p.m.	0	0	0	0	0	\$1.03	\$1.03
4-12 p.m.	\$1.03	\$1.03	\$1.03	\$1.03	\$1.03	\$1.73	\$1.73
12-8 p.m.	\$1.03	\$1.03	\$1.03	\$1.03	\$1.03	\$1.73	\$1.73

23
24 Twelve Hour Shifts

<u>Shift</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>
6 a.m.- 6 p.m.	0	0	0	0	0	\$1.03	\$1.03
6pm.- 6 a.m.	\$1.03	\$1.03	\$1.03	\$1.03	\$1.03	\$1.73	\$1.73

34 Inconvenience pay shall increase by the CPI-U for years two and three
35 of the agreement.

ARTICLE XVII
PAID VACATIONS

Regular full-time workers employed under this Agreement are entitled to earn vacation under the following schedule:

Years of <u>Service Completed</u>	Vacation Earned <u>Per Year</u>
1-5 years	2 weeks (80 hours)
6-10 years	3 weeks (120 hours)
10 + years	3 weeks + 1 day/yr. Up (120 hours + 8 hours) to 4 weeks (160 hours)

Vacations cannot be taken before they are earned. Employees may carry over any unused portion of their vacation into the next year, but vacations cannot be accrued beyond two times the employee's annual accrual rate up to a maximum of three hundred and twenty (320) hours. Vacation-eligible staff may accrue in excess of their maximum. At the end of the fiscal year (June 30), leave balances that exceed the maximum will automatically be adjusted to the appropriate maximum.

Employees are encouraged to take their vacations in five (5) day increments.

Vacations are to be taken at a time mutually convenient to the employee and the employee's supervisor. The University reserves the right to leave final vacation approval to the discretion of the supervisor, however, every effort will be made to honor the employee's requested vacation time.

In the event that more employees than it is practicable to release request the same vacation period, final vacation authorization classification shall be based on seniority for requests made prior to March 15 each year and thereafter on a first come, first serve basis as determined by the date of the employee's written vacation request.

Employees requesting more than two (2) weeks vacation shall notify their supervisor in writing at least four (4) weeks in advance of the desired vacation time.

1 Vacation time ceases to accrue after an employee is on a paid leave for
2 other than vacation for more than twenty (20) consecutive calendar days.
3 Vacation time will not accrue during an approved leave of the absence
4 without pay or layoff.

5
6 An employee's vacation pay shall be at his/her regular rate. Vacation time
7 shall be paid in a lump sum upon retirement.

8
9 If a University designated holiday falls within an employee's vacation, he
10 will be paid his base rate for the holiday and will not be charged for the
11 vacation. When an employee terminates or retires, he shall be paid for any
12 unused vacation but will not be paid for the University designated holidays
13 which may fall within the terminal vacation period.

14
15 Except as otherwise set forth in this Agreement, vacation time may not be
16 substituted for sick leave.

17
18 ARTICLE XVIII
19 PAID HOLIDAYS

20
21 The University agrees that regular, full-time workers employed under this
22 Agreement are entitled to the following paid holidays, as celebrated by
23 the University:

- 24
25 Memorial Day
26 Independence Day
27 Labor Day
28 Thanksgiving Day, and the day after
29 Winter holiday period.

30
31 Pay for Holidays Not Worked

32 Regular full-time employees who are not scheduled to work on the holiday
33 will be paid for holidays at their base rate of pay not to exceed eight (8)
34 hours. Regular full-time employees whose regularly scheduled day off
35 falls on a holiday shall be paid for that holiday or the employee may take
36 compensatory time in lieu of holiday pay.

37
38 Regular part-time employees will receive prorated pay at their base rate,
39 provided the holiday falls on a regularly scheduled work day.

1 Pay for Holidays Worked

2 Employees who are required to work on a University holiday will receive
3 pay at time and one-half their base rate of pay (premium pay) plus shift
4 differential, if applicable, for hours actually worked on that holiday plus
5 holiday pay at the employee's base rate for that day, not to exceed eight
6 (8) hours.

7
8 The additional pay received for working on the holiday and holiday premium
9 pay are not to be considered for the purposes of calculating overtime. The
10 hours actually worked on the holiday are the only hours to be considered
11 for overtime purposes.

12
13 Compensatory Time for Holidays Worked

14 An employee wishing to use compensatory time off in lieu of the holiday
15 pay received for working on the holiday shall submit a written request along
16 with a time card (in plants using time cards) covering the pay period of the
17 holiday. Request for compensatory time may be granted or denied at the
18 discretion of the supervisor in keeping with operational needs. Compensa-
19 tory time off for the holiday pay shall be equal to the hours worked on a
20 standard work day up to eight (8) hours, but not to exceed the employee's
21 standard workday.

22
23 Compensatory Time for Holidays on Regularly Scheduled Days Off

24 Employees shall be paid for up to eight (8) hours or may take compensatory
25 time for holidays which fall on their regularly scheduled days off.

26
27 Compensatory Time Usage and Payments

28 Such compensatory time must be taken by June 30 in the year in which
29 it accrues and must be requested by the employee in writing at least one
30 week in advance of the desired usage. Compensatory time which is not
31 requested or authorized to be used within the above period shall be paid
32 at the employee's base rate of pay.

33
34 Eligibility

35 Employees are eligible for holiday pay provided employees work their
36 scheduled work shift immediately preceding and succeeding the holiday.
37 Failure to work scheduled work shifts before and after the holiday and
38 failure to work on the holiday when scheduled to do so, shall be excused
39 where due to, but not limited to, bona fide illness, death in the immediate

1 family or other justifiable reasons acceptable to the employer such as when
2 an employee is on workers' compensation or disability.

3
4 ARTICLE XIX
5 SICK LEAVE
6

7 Sick Leave

8 Cornell University agrees to provide sick leave to the employees covered
9 under this Agreement in the event that a bona fide employee illness neces-
10 sitates that the employee be absent from work.

11
12 It is not the intent of this clause to provide a leave of absence for any reason
13 other than employee illness. Abuse of sick leave shall result in the employee
14 being subject to disciplinary action including termination.

15
16 Sick leave accrual is based on the number of standard straight time hours
17 paid an employee during a pay period times a factor of .04615. Sick leave
18 accrual begins immediately upon employment. Sick leave may accrue the
19 maximum of 90 days (maximum of 720 hours). Sick leave may not be
20 taken before it is accrued.

21
22 If an employee is on a paid leave (for other than vacation) for more than 20
23 consecutive calendar days, sick leave ceases to accrue. The 20 consecutive
24 days are counted from the first day of absence.

25
26 Employees shall call in to the plant at least one (1) hour before the start
27 of their scheduled shift, so as to inform the supervisor of their illness. In
28 the event that the supervisor is not at the plant, the employee will leave
29 word where he/she may be reached if different from the number that is
30 available.

31
32 Employees will be required to submit written documentation of their illness,
33 signed by their personal physician, for any sick leave which extends beyond
34 five (5) working days (maximum of 40 hours). Documentation for any sick
35 leave absence may be required by the employee's supervisor, where there
36 is evidence that the employee is abusing his/her sick leave privilege.

37
38 Employees returning to work may be required to have a physical examina-
39 tion by the University physician.

1 Health Care Leave

2 Up to three (3) working days (maximum of 24 hours) of accumulated sick
3 leave may be taken within each contract year in the event that an employee's
4 full attention is necessary to care for a member of the immediate family, a
5 dependent, or a member of the immediate household. Regular part-time
6 employees may take the prorated equivalent. Health care leave that is not
7 used by the end of the contract year will remain as unused sick leave.

8
9 Where health care leave is used for an emergency, the employee's supervi-
10 sor must be notified as soon as possible. Health care leave for purposes
11 other than an emergency requires advance permission of the employee's
12 supervisor.

13
14 Supervisors may require verification of the health care or emergency caus-
15 ing an employee to request use of this leave time.

16
17 Personal Leave

18 Up to three (3) working days (maximum of 24 hours) of accrued sick
19 leave may be taken for personal business reasons or emergencies within
20 each contract year. Employee with twenty (20) or more years of service
21 may take five (5) days of personal leave (maximum of 40 hours). Per-
22 sonal leave that is not used by the end of the contract year will remain as
23 unused sick leave.

24
25 When personal leave is used for an emergency, the employee must notify
26 his/her supervisor as soon as possible. Personal leave for purposes other
27 than an emergency must be approved by the employee's supervisor in
28 advance. Such uses shall be limited to the need to conduct business that
29 must be scheduled during normal working hours.

30
31 Supervisors may require verification of the personal business or emergency
32 causing the employee to request or use personal leave.

33
34 Sick, personal and health care leave balances are canceled upon termination
35 of the employee and may not be taken as terminal leave. An employee
36 shall not be allowed to use sick or personal leave when the employee is
37 on an unpaid leave from the University.

38
39 The University shall provide employees with a quarterly report of their
40 accumulated sick leave.

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ARTICLE XX
OTHER BENEFITS

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

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

- Group Life Insurance
- Accidental Death and Dismemberment
- Cornell University Retirement Plan
- Cornell University Tax Deferred Annuity Plan
- Cornell Children's Tuition Scholarship
- Cornell Short-Term Disability Plan
- Cornell Long-Term Disability Plan
- Cornell Worker's Compensation Plan
- Cornell Health Care Plan
- Prescription Drug Plan
- Employee Tuition and Training Program
- Sick Leave Conversion for Post-Retirement
- Select Benefits Program
- Direct Deposit
- Employee Assistance Program
- Holidays
- Sick Leave
- Funeral Leave
- Family and Medical Leave Act

ARTICLE XXI
INCLEMENT WEATHER

The operations of the Chilled Water Plant, Water Filter Plant and Central Heating Plant are continuous and do not cease regardless of weather conditions. From time to time the Director of Utilities and Energy Management

1 or designee may make announcements concerning the effect of weather
2 conditions on the Utilities and Energy Management Department. Employees
3 are expected to report to work as scheduled unless they have been notified
4 to the contrary in advance by their supervisor.

5
6 Should conditions exist that cause the Director of Utilities and Energy Man-
7 agement or a designee to announce that the University is closed, employees
8 at the Chilled Water Plant, Water Filter Plant or Central Heating Plant should
9 report as scheduled. Employees who work during the closure will receive
10 time and one-half (1-1/2) their regular rate of pay; those employees unable
11 to report as scheduled will receive their regular pay. Those employees on
12 approved scheduled vacation or sick leave will be charged vacation or sick
13 leave time regardless of the weather conditions or a University closing.

14
15 Essential personnel will be issued cards annually by the Cornell Police
16 identifying their services as essential to the continued operation of the
17 University during such emergency conditions.

18
19 When the University remains open, employees unable to reach work due
20 to inclement weather conditions must notify their supervisor as early as
21 possible after determining they will not be able to report as scheduled.
22 Employees unable to report, who have notified their supervisors, may elect
23 to be paid, other than sick leave and family health care, from accrued paid
24 leave or be excused without pay.

25
26 Employees required to work overtime in place of employees unable to
27 reach work, under conditions when the University is officially closed, will
28 not be charged for these hours of overtime accumulation for purposes of
29 overtime distribution.

30
31 ARTICLE XXII
32 LEAVES WITHOUT PAY
33

34 Regular full-time employees with at least one year continuous service may take
35 a leave without pay upon the prior written approval of the Director of Utilities
36 and Energy Management and the Director of Staff and Labor Relations.

37
38 Leaves of absence are normally granted for periods of one (1), two (2),
39 or three (3) months. Leaves may be renewed for three (3) month exten-
40 sions, but in no case will a leave be granted for a total period greater than
41 twelve (12) months.

1 Employees who request a leave of absence and subsequently begin employ-
2 ment elsewhere shall be terminated from their University employment.

3
4 An employee returning from a leave of absence may be required to furnish
5 a physician's statement attesting to the employee's fitness to return to work
6 and satisfactorily function in his job.

7
8 Leaves of absence, except military leaves, will be granted with the under-
9 standing that the employee will have first consideration for employment
10 when the employee is ready to return to work. There is no assurance,
11 however, that the employee will be reinstated in an employee's former
12 position unless a specific written arrangement has been made with the
13 department at the time the leave is granted.

14
15 ARTICLE XXIII
16 MILITARY TRAINING LEAVE

17
18 Employees who are members of the National Guard or U.S. Military
19 Reserve Units will be granted leave with pay for training periods of more
20 than seven (7) days but less than thirty (30) calendar days in duration once
21 a year. Vacation or personal leave may be used for any military training in
22 excess of thirty (30) days subject to the approval of their supervisor and
23 the Director of Utilities and Energy Management.

24
25 Employees shall provide written documentation at least two (2) weeks in
26 advance of the scheduled training, specifying the reason and duration of
27 the military leave. Employees scheduled to work on weekends shall be
28 rescheduled if 2 weeks advanced notice is given for such request.

29
30 ARTICLE XXIV
31 VOTING TIME

32
33 Employees will be allowed time off to vote up to a maximum of two (2)
34 hours without loss of pay. These two (2) hours will be granted only if there
35 are not four (4) consecutive hours either before or after the employee's
36 shift in which voting locations will be open.

37
38 Authorization to take voting time off shall be granted by the employee's
39 supervisor.

1 ARTICLE XXV
2 JURY DUTY
3

4 Employees who are unable to work a full shift as scheduled because they
5 are subpoenaed to serve as jurors shall suffer no loss of regular pay. Em-
6 ployees who serve as jurors or are subpoenaed to serve as witnesses on
7 days on which they would otherwise be scheduled for work shall be paid
8 their regular straight time hourly rate.
9

10 To be eligible for employer's payments, the employee must present a state-
11 ment from an officer of the court indicating the date and time served.
12

13 When the employee provides the University with at least one (1) week ad-
14 vance notice the subpoenaed employee shall be scheduled for the day shift
15 during the period which the employee is subpoenaed. The University reserves
16 the right to adjust work schedules to accommodate plant operations.
17

18 Employees released from jury duty on or before 12:00 noon are expected
19 to return to work as promptly as possible but in no case more than two (2)
20 hours after their release from court.
21

22 ARTICLE XXVI
23 SAFETY EQUIPMENT
24

25 Failure of an employee to wear safety shoes or any other required safety
26 apparel or devices shall be handled in accordance with the Discipline and
27 Discharge Article.
28

29 Employees shall be eligible once each contract year to receive, upon proof
30 of purchase an amount equal to the purchase of one pair of safety shoes or
31 boots up to a maximum cost of \$116. The maximum amount will increase
32 by the CPI-U for years two and three of the agreement.
33

34 ARTICLE XXVII
35 FUNERAL LEAVE
36

37 Regular full-time employees shall receive a maximum of three (3) days
38 (maximum 24 hours) leave with pay to attend the funeral when a death occurs
39 in the employee's immediate family, which shall include only the following:
40 spouse, father, mother, child, brother, sister, mother-in-law, father-in-law,

1 brother-in-law, sister-in-law, grandparent, grandchild. Children shall include
2 biological, adopted, step or foster in the same household.

3
4 The employee will be excused from work to attend the funeral and make
5 other necessary arrangements without loss of pay from the day of death
6 through the day after the funeral, but not more than a total of three (3)
7 days (maximum 24 hours).

8
9 Employees shall notify their supervisors prior to taking time off and will receive
10 their regular pay for those days that they were actually scheduled to work.

11
12 In the event of the death of an employee's spouse or children an employee
13 may be allowed additional days as needed. Pay for these additional days
14 shall be charged against accrued paid leave.

15
16 For the funeral of other relatives or services as a pall bearer, an employee
17 may be released from work with pay for a maximum of one-half (1/2) day
18 for a local funeral, and one (1) day when the employee would have to drive
19 twenty-five (25) miles or more from the university to attend the funeral.

20
21 ARTICLE XXVIII
22 VOLUNTEER FIREFIGHTERS

23
24 The operations of the Central Heating Plant, Chilled Water Plant and Water
25 Filtration Plants are vital life support services to the University. Under
26 no circumstances are employees covered by this Agreement to leave their
27 plant to fight a fire during their scheduled shift without the prior approval
28 of their supervisor. All personnel are expected to arrive, ready to work, as
29 scheduled, unless the absence is approved in advance by their supervisor.
30 An employee at the scene of an active fire at the start of the employee's
31 shift will make all reasonable attempts to notify the supervisor. Employees
32 who are permitted time off for volunteer firefighting will have the time
33 charged against accrued vacation, or taken at no pay. With the approval of
34 the supervisor, volunteers may switch shifts with other operations personnel.
35 The overtime reimbursement rules for shift switching will apply.

36
37 ARTICLE XXIX
38 TRANSPORTATION ALLOWANCE

39
40 Employees who regularly use their private vehicles for service calls shall

1 be reimbursed \$97 per pay period for year one of the agreement which
2 shall be increased by the CPI-U for years two and three of the agreement.
3 Employees who are absent more than 5 consecutive working days will not
4 be paid the car allowance for the period of absence. The university reserves
5 the right to develop and implement alternate means of transportation.
6

7 ARTICLE XXX
8 PLANT CLOSINGS
9

10 In the event the University closes down a plant covered by this Agreement,
11 the University will provide as much notice as possible to the layoffs that
12 will result, but in no event will such advance notice be less than two (2)
13 months. When such minimum notice before layoffs is not possible, the
14 employees to be laid off will, in lieu of such notice, receive pay equal to
15 what he/she would have received had notice been possible.
16

17 ARTICLE XXXI
18 SEPARABILITY
19

20 If any provision of this Agreement, or any supplement thereto, is found invalid
21 by operation of law or by any board or court of competent jurisdiction, or
22 if compliance with or enforcement of any provision should be permanently
23 restrained by any such court, the remainder of this Agreement, and any
24 supplements thereto, shall remain in full force and effect, and the Employer
25 and the Union, at the request of either party, shall enter into negotiations
26 for the purpose of arriving at a mutually satisfactory replacement for such
27 provision or supplement.
28

29 ARTICLE XXXII
30 DURATION OF AGREEMENT
31

32 The Agreement shall become effective on March 15, 2007 and shall remain
33 in full force and effect until midnight, March 14, 2010.
34

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

ARTICLE XXXIII
AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this agreement
this 15 day of March, 2007.

Cornell University

International Union
of Operating Engineers

E. Peter Tufford

James Glather

SCHEDULE A
CLASSIFICATION BY GRADE LEVEL

<u>TITLE</u>	<u>GRADE</u>
Sr. Mechanic General or PM Mechanic	7
Sr. Mechanic Welder	7
Sr. Mechanic CWP Maintenance Mechanic & Operator	7
Sr. Mechanic Plant Relief Operator	7
Sr. Mechanic WFP Technician & Operator	7
Sr. I&C Mechanic	7
Sr. I&C Mechanic/Environmental Technician	7
Sr. CHP WTP Operator	7
CHP Senior Plant Operator	7
WFP Plant Operator	6
WFP Plant Operator Trainee, 1 yr. limit pending license	5
CHP Assistant/Machine Operator	5
WTP Operator	5
General or PM Mechanic	5
Mechanic Welder	5
I&C Mechanic	5
Boiler Operator/WTP Technician	5
Boiler Operator/WTP Technician Relief	5
Assistant Boiler Operator	2
Laborer	1
CHP= Central Heating Plant	
WFP= Water Filtration Plant	
CWP= Chilled Water Plant	
WTP= CHP Water Treatment Plant	

SIDE LETTERS

1. At the discretion of the university, employees shall be cross-trained to fill temporary vacancies of more than 3 months in duration. Such opportunities shall be posted internally prior to hiring.
2. After 31 days such employees shall pay agency fees to the union. The duration of such temporary appointments maybe extended by mutual agreement. This does not apply to student hires.
3. The Union and the University agree to jointly support training and educational efforts on such topics as Diversity, Health and Safety, Workplace Violence and Workplace Ethics or any other topics designed to improve working conditions and the work environment.
4. The parties agree to meet quarterly to discuss and review issues of mutual interest such as an inclement weather contingency plan.
5. In keeping with the practice of the other plants, Water Filter Plant operators will be provided uniforms.
6. The University agrees to submit for review within six months of ratification of this agreement the following positions: CHP Sr. plant operator, boiler operator/WTP technician, assistant boiler operator.
7. Staff may request one week up to 40 hours of unpaid vacation per year to be taken in one continuous block of time subject to management approval in keeping with Article 17 – Paid Vacations.
8. Assistant Boiler Operators who are temporarily assigned for four hours or more to a higher graded position in the summer months shall be paid for those hours in accordance with the promotion language.
9. Water Filter Plant

This agreement applies to the six current bargaining unit staff in the water filter plant in the event the plant closes due to the merger, under discussion at this time, with Cornell University, the City of Ithaca and Bolton Point:

- Every effort will be made to find alternate employment for affected employees.
 - Within reason and where feasible training will be provided to accommodate alternate employment.
 - All effected employees shall receive a minimum of six (6) months notice
 - In addition, employees who work through the notice period, whatever that might be, shall receive a lump sum payment equal to two (2) months pay at their regular rate which is in effect at that time.
10. Any Operator working a twelve (12) hour schedule during his or her regular thirty-six (36) hour work-week will be paid overtime for hours worked over thirty-six (36) hours. This shall not apply to relief operators except when a relief operator works two (2) or more consecutive regularly scheduled work-weeks as an operator.
11. The parties agree that the University may temporarily assign an Assistant Boiler Operator Grade 2 to perform a variety of duties including those typically assigned to a Boiler Operator/Relief. This will normally begin with the steam shut down near the end of May and end in early September. It is the intent of the University to provide this opportunity to all Assistant Boiler Operators. However, the University will determine the actual duration and the number of employees assigned to this temporary duty according to its business needs.

During the time he/she is assigned to this temporary duty, an Assistant Boiler Operator Grade 2 shall be paid at a rate equal to a Grade 5 0-1 Year.

In the event there is insufficient work for all the Assistant Boiler Operators to be temporarily assigned, every effort will be made to distribute the time equitably assuming all employees have the skills necessary to perform the temporary assignment.

12. It is understood with the merger of the Chilled Water Plan and the Central Heating Plant, the Seniority as defined in Article X, of the collective bargaining agreement, shall be considered as one unit for

the purpose of layoff, recall, promotion and vacation preference.

An employees' seniority will be measured as his or her length of continuous service as measured from the employees' hire into either the Chilled Water Plant or the Central Heating Plant.

13. Additional Pay Provisions

CHP Sr. Plant Operators will be paid at wage level 7 plus an additional 5% as agreed upon April 2, 2003.

Sr. Mechanic Plant Relief Operators will be paid at wage level 7 plus an additional 3% as agreed upon on April 2, 2003.

14. Central Heating Plant

The university agrees to meet with representatives of the union, when more detailed information is available, to discuss and negotiate as required by law any contractual issues resulting from the new Cornell Combined Heat and Power project planned to be added to the Heating Plant and placed in operation in late 2009.

Any changes to job classification levels will be retroactive to a date thirty (30) days prior to the actual date that a new gas turbine generator is first synchronized for at least one (1) continuous hour to the University electric distribution system.

15. Water Filter Plant

The University agrees to meet with representatives of the union, when more detailed information is available, to further discuss issues of stand by pay, and other contractual requirements related to operational hours and staff levels currently under review at the Water Filter Plant. Management agrees to meet with the Union thirty (30) days prior to implementation of any changes.

Letter of Understanding A
Central Heating Plant
12 Hour Operating Schedule

This Letter of Understanding contains the special understanding and contract amendments to the current agreement between Cornell University and the IUOE, as it pertains to the Central Heating Plant (CHP).

This 12-hour schedule is in effect indefinitely, subject to the following: That the schedule does not create undue hardship in locating relief personnel, unusual overtime expenditures, scheduling difficulties, or reduce employee effectiveness. Cornell reserves the right to revert to the traditional eight-hour schedule and contract language at any time should management feel that the schedule is failing to meet the objectives of the preceding sentence.

Here follows the changes to the “Agreement Between Cornell University and The International Union of Operating Engineers, Local 71-71A (IUOE)” to accommodate the twelve (12) hour work schedule for the CHP operators. Suggested revisions are shown in BOLD.

Overtime:

Article XII Hours of Work/Overtime

Page 13, Lines 13 and 25

Change the eight (8) hours references to twelve (12) hours.

Shift Differential:

Article XVI Inconvenience Pay

Page 17, Lines 24 through 32

See the schedule table for inconvenience pay to show shift differential for the 12-hour shift:

Vacations:

Vacation selection process will be similar to the current practice.

Revisions to the IUOE contract would read:

Article XVII Paid Vacations

Page 18

Accrual rates and total accruals will remain unchanged by this adjustment.

Page 18

Cornell's intent in this schedule would be to urge vacation to be taken on day shift to minimize scheduling problems, inconvenience difficulties and to minimize unnecessary overtime for replacements.

Page 18, Lines 23 and 24

Insert: "Employees are encouraged to take their vacation in standard shift lengths (two (2) or three (3)) day increments." Also add: "Vacation will be used at the rate of 12 hours per scheduled shift or fractions thereof."

Sick Leave Policy:

Article XIX Sick Leave

Page 21, Line 20

Insert: "Each sick leave absence will be accrued on the basis of hours absent from the scheduled shift, to a maximum of 12 hours for each scheduled shift."

Page 21, Lines 16 through 18

Change: "Sick leave accrual is based on 80 standard straight time hours per pay period times the factor .04615, except accruals modified per Page 21, Lines 4-6."

Page 21, Line 24

Insert: "Disability Pay Out"

"An operator on disability will revert to an 8 hour, 5 day per week pay schedule for the duration of the disability and may use sick and vacation benefits to supplement disability payments at the rate of 4 hours per day."

Page 21, Lines 26 to 30

Change: "Whenever possible, employees shall call in to the plant at least four hours before the start of their scheduled shift in order to inform supervision. As is presently the case, calling in one hour before the start of their scheduled shift is required."

Page 22, Line 2 "Health Care Leave"

Change: "Up to two (2) working days (24 hours) of accumulated sick leave..."

Page 22, Line 18 “Personal Leave”

Change: “Up to two (2) working days (24 hours) of accrued sick leave...”

Page 22, Line 20 and 21

Change: “Employee with twenty (20) or more years of service may take up to 40 hours of personal leave.”

Military Leave:

Article XXIII Military Training Leave

Page 25, Line 23

Add: “Employees on leave will be paid on the basis of a standard five (5) day, 40 hour work week.”

Jury Duty:

Article XXV Jury Duty

Page 26, Line 8

Add: “... straight time hourly rate - 8 hour day, 5 day week basis.”

Funeral Leave:

Article XXVII Funeral Leave

Page 27, Line 2

Add: “Three days paid leave for 12-hour shift workers shall be interpreted as up to three calendar days with a maximum of 24 hours on an 8 hour per day basis. An employee may elect to fill out the balance of the normal three day schedule as vacation or personal leave if desired.”

Other Provisions:

The following are other items that were addressed in the shift implementation process. They outline the differences in the way that certain issues will be handled for those on the 12-hour shift.

Work Length Limitations:

It is the intent of management to limit the hours worked per shift to 12 hours as much as possible. In the event of unscheduled absences, operators may occasionally work up to 14 hours to cover these types of absences. Occasionally is defined as a total of no more than 2 shift extensions per workweek. This may not occur for the same person on successive shifts.

The maximum number of successive 12-hour shifts worked may not exceed 5.

The maximum number of successive days worked without 24 hours off is 7. This assumes some shorter shifts are worked to provide coverage.

Scheduling of Unscheduled Absences:

The method of providing coverage for unscheduled absences is defined as follows:

- 1) The intent is for the operators who regularly work a rotating shift schedule to handle the majority of the unscheduled absences for their job classification.
- 2) In general, for night shifts and weekends, those who are off will split the absence. In some cases the available persons who can cover are two operators, and in others, those available are an operator and a relief operator.
- 3) If one or the other of the available persons in item 2 cannot cover the absence, then the remaining person will be offered the whole shift.
- 4) If neither of the available persons is available, then reliefs will be contacted.
- 5) Relief operators will cover unscheduled absences during weekday day shifts. If they are not available or if business needs dictate, operators will sometimes be used to fill these absences.
- 6) As a last resort, we will fill vacancies with others that are in a higher classification.

Scheduling of Scheduled Absences:

The method of providing coverage for scheduled absences is defined as follows:

- 1) Staff will first be scheduled to avoid overtime. This means that in general, relief operators will cover scheduled vacancies.
- 2) Absences that require overtime will be worked according to the overtime balancing list and the work length limitations.
- 3) If a relief operator works a 12-hour shift or shifts and it results in completing a 40 hour work week part way through a normally scheduled maintenance shift, the relief operator may request to work the remainder of the day, or other overtime in the work week, to avoid the inconvenience of coming into work for a short day. It is management's intention to accommodate these requests most of the time. It may be necessary to deny these requests for legitimate business needs should these change in the future. As is presently the case, management may require the relief operator to work the overtime if needed.

Relief Operators:

Relief operators will be the same as the other operators and fall under these understandings for purposes of hours of work, overtime, and inconvenience pay. For instance, if a relief operator is covering for a 12-hour shift he will receive shift differential and overtime as if he were working the 12-hour shift. Relief operators have the option to work later in the workweek after working a weekend day to earn a maximum of 8 hours overtime per pay week.

Training and Meetings:

Management intends to hold an all day (8 hour) session(s) for all operators to fulfill all required OSHA training. Attendance at this session is required for all employees.

Other operator or safety training sessions, staff meetings, etc. will be held during the day shift with reliefs covering whenever possible.

Letter of Understanding B
Central Heating Plant
10 Hour Maintenance Schedule

At the request of the Maintenance Personnel at the Cornell University Central Heating Plant (CHP), this Side Letter of Understanding contains the special understandings and contract amendments to the current agreement between Cornell University and the IUOE.

This 4 day, 10-hour schedule (hours of 6 A.M. to 4:30 P.M.) is in effect from June 1, 2000 until September 6, 2000, subject to the following: That the schedule does not create undue hardships in the CHP maintenance or operations routines, unusual overtime expenditures, scheduling difficulties, reduced employee effectiveness, or any unforeseen problems. Cornell reserves the right to revert to the traditional eight-hour schedule and contract language at any time should management feel the schedule is failing to meet the objectives of the preceding sentence. Cornell CHP management shall determine which maintenance employees will be able to work this schedule based on the operational requirements of the CHP. Consistent with last year's 4 day, 10-hour schedule, this letter does not apply to plant Relief Operators.

The Water Treatment Plant duties must be performed on the day of the week that the Water Treatment Plant Operator is absent. The CHP is planning to cover these absences first with recently hired Boiler Operator Assistants, then with Relief Operators, and lastly (if necessary) Boiler Operators.

The Administration, Finance and Facilities Attendance Policy requires that employee absences be reviewed every six months for patterns of abuse. Repeated occurrences of unexcused absences shall be reviewed during the period of 4-10's, especially at the beginning or ending of the work week. Should a pattern of absences become apparent, the employee may be asked to prove they had a reason for the absence (doctor's note, etc.).

Ash truck loading will, in general, be performed by the Boiler Operator Assistants, but may be performed by available personnel such as the on-shift Boiler Operator or others.

One or more of the current Boiler Operator Assistants shall be assigned to assist the Sr. Instrumentation and Controls Mechanic.

Here follows the changes to the “Agreement Between Cornell University and The International Union of Operating Engineers, Local 71-71A(IUOE)” to accommodate the 4 day, 10-hour work schedule for CHP maintenance personnel. Suggested revisions are shown in BOLD.

- Article XII Hours of Work/Overtime
Page 12, Line 27 and Page 13 Lines 13 & 25
Change the eight (8) hours references to ten (10) hours per the attached schedule.

- Article XVI Inconvenience Pay
Page 17, Line 12
Add: Inconvenience pay shall not be paid to maintenance personnel working the regularly scheduled ten (10) hour schedules while this letter is in effect.

- Article XVII Paid Vacations
Page 18, Line 26
Add: Vacation will be used at the rate of 10 hours per scheduled shift or fractions thereof.

- Article XVIII Paid Holidays
Page 19, Line 36 “Pay for Holidays Not Worked”
Should the employee anticipate not accruing 40 hours during a week that includes a holiday, the employee may elect to not be paid for the full 40 hours, use vacation time, compensatory time, personal time, or may work extra hours in the same work week (at straight time rate) at the discretion of management to ensure 40 hours of pay. In the case where a holiday falls on a regularly scheduled work day and the employee is not required to work, the employee’s schedule will be modified so that overtime will not occur.”

- Article XIX Sick Leave
Page 21, Line 22
Insert: “Each sick leave absence will be debited on the basis of hours absent from the scheduled shift, to a max of 10 hours for each scheduled shift.”

Page 21, Line 36

Insert: "Disability Pay Out"

"An employee on disability will revert to an 8 hour, 5 day per week pay schedule for the duration of the disability and may use sick and vacation benefits to supplement disability payments at the rate of 4 hours per day."

- Article XXIII Military Training Leave

Page 25, Line 23

Add: Employees on leave will be paid on the basis of a standard five (5) day, 40 hour work week.

- Article XXV Jury Duty

Page 26, Line 8

Add: "... straight time hourly rate - 10 hour day, 4 day week basis."

- Article XXVII Funeral Leave

Page 27, Line 2

Add: Three days paid leave for employees shall be interpreted as up to three calendar days with a maximum of 24 hours on an 8 hour per day basis. An employee may elect to fill out the balance of the normal three-day schedule as vacation or personal leave if desired.

Letter of Understanding C
Water Filtration Plant
12 Hour Operating Schedule

This Letter of Understanding contains understandings and contract amendments to the current agreement between Cornell University and the IUOE, as it pertains to the Water Filtration Plant (WFP), are incorporated in the attachment to this memorandum.

This 12 hours schedule is in effect indefinitely, subject to the following: That the schedule does not create undue hardship in locating relief personnel, unusual expenditures, scheduling difficulties, or reduced employee effectiveness. Cornell reserves the right to revert to the traditional eight hour schedule and contract language at any time should management feel the schedule is failing to meet the objectives of the proceeding sentence.

Here follows the changes to the “Agreement Between Cornell University and The International Union of Operating Engineers, Local 71-71A (IUOE) to accommodate the twelve (12) hour shift for Water Filtration Plant operations. Suggested revisions are shown in BOLD.

- Article XII Hours of Work/Overtime
Page 13, Lines 13 & 25
- Change the eight (8) hours references to twelve (12) hours per the attached schedule.

- Article XVI Inconvenience Pay
Page 17, Lines 28-32
Change the schedule table shown to have only two shifts. A 7 am to 7 p.m. shift.

- Article XVII Paid Vacations
Page 18, Line 26-29
This section discusses the understanding regarding vacation approval. Cornell’s intent in this new schedule would be to urge vacation to be taken on day shift to minimize scheduling problems, inconvenience difficulties and to minimize unnecessary overtime for replacements.

Page 18, Line 14

Add: Vacation will be used at the rate of 12 hours per scheduled shift or fractions thereof.

- Article XIX Sick Leave

Page 21, Line 20

Insert: "Each sick leave absence will be accrued on the basis of hours absent from the scheduled shift, to a max of 12 hours for each scheduled shift".

Page 21, Line 16

Change: "Sick leave accrual shall be based on 80 standard straight time hours per pay period times the factor .04615, except accruals modified per Lines 33-36."

Page 21, Line 36

Insert: "Disability Pay Out"

"A plant operator on disability will revert to an 8 hour, 5 day per week pay schedule for the duration of the disability and may use sick and vacation benefits to supplement disability payments at the rate of 4 hours per day."

Page 21, Line 26

Change - "Employees shall call in to the plant at least one hour before the start of their scheduled day shift and at least four hours before the start of their scheduled evening shift, so as to inform the supervisor of their illness." *

* NOTE: This is intended to reduce problems of finding replacement personnel for the evening shift, which is complicated by the fact that, on the 12 hour shift, employees staying over could end up very tired and unfit for working two shifts as is often done now.

Page 22, Line 2 "Health Care Leave"

Change: "Up to two (2) working days (24 hours) of accumulated sick leave..."

Page 22, Line 18 "Personal Leave"

Change: "Up to two (2) working days (24 hours) of accrued sick leave..."

- Article XXIII Military Training Leave
Page 25, Line 23
Add: Employees on leave will be paid on the basis of a standard five (5) day, 40 hour work week.

- Article XXV Jury Duty
Page 26, Line 8
Add: “....straight time hourly rate - 8 hour day, 5 day week basis.”

- Article XXVII Funeral Leave
Page 27, Line 2
Add: Three days paid leave for plant operators shall be interpreted as up to three calendar days with a maximum of 24 hours on an 8 hour per day basis. An employee may elect to fill out the balance of the normal three day schedule as vacation or personal leave if desired.

RELIEF OPERATORS

This would add an understanding of how we would administer the contract as it applies to relief operators. For scheduled relief, relief operators would be the same as the plant operator and fall under these understandings for purposes of hours of work, overtime, inconvenience pay. All other terms of sick leave accruals, vacation and sick leave vacation accruals and use and holidays, etc. would be as defined in the general contract for all employees on the standard 8 hour schedule.

In the event a relief operator is called back after a scheduled day shift worked, to serve on an evening shift, the hours over 8 in a day would be subject to overtime payment. A day being defined, in this instance, as from midnight to midnight. (Therefore, a relief operator called back after a day shift to begin work at 7:00 p.m. for the evening shift, would receive five hours at overtime and then 7 hours the next day at straight time.) In the situation when the relief operator must return for the evening shift of that second day, and any consecutive subsequent days, the 12 hour straight time rules will apply.

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