

Cornell University

AGREEMENT BETWEEN

CORNELL UNIVERSITY

AND

INTERNATIONAL SECURITY, POLICE, AND
FIRE PROFESSIONALS OF AMERICA
LOCAL 532

OCTOBER 1, 2008 – SEPTEMBER 30, 2011

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PURPOSE AND INTENT

This agreement is between Cornell University, hereinafter referred to as the University, and the International Security, Police and Fire Professionals of America (SPFPA) Union, and its Local 532, hereinafter referred to as the Union. It is agreed by the University and the Union that the purpose of this agreement is to promote harmonious labor relations between the University and the Union; assure efficient, economical and uninterrupted operations; establish fair wages, hours and working conditions of employment; to establish equitable and peaceful procedures for the resolution of differences and to set forth the entire agreement between the University, the Union and employees in the Transportation Services Department.

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

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ARTICLE 1 RECOGNITION

The University recognizes the International Security, Police and Fire Professionals of America (SPFPA) Union, and its Local 532, as the exclusive bargaining representative for the purpose of collective bargaining with respect to salaries, wages, hours and all other terms and conditions of employment of all employees in the bargaining unit as certified by the National Labor Relations Board, Case # 3 -RC -11447, dated July 29, 2004.

The unit shall consist of all regular full-time and regular part-time* Transportation Services Representatives (TSRs) at employee level 1, 2 and 3 working at the main campus of Cornell University in Ithaca, New York; excluding all office, clerical, professional and technical employees, students and other temporary employees and all other employees.

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

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ARTICLE 2
TERMS OF AGREEMENT

This agreement expresses the full, complete and final agreement of the parties for the duration hereof. It cancels and supersedes any and all agreements and understandings that may have been in effect previously and this agreement may be amended only by mutual agreement of the parties in writing. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the University and the Union for the life of this agreement, 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 referred to or covered in this agreement, except as expressly provided in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this agreement. The execution of this agreement shall not result in any abridgment of the rights held by management or the union, except as otherwise modified by this agreement.

25 For purposes of negotiating a successor agreement, the University shall reimburse up to five (5) employees, designated by the National Union, for all negotiating sessions as a result of lost work time during negotiations with the University. This payment will be to all the employees, but will not exceed a total of forty-five (45) hours per employee.

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ARTICLE 3
UNION SECURITY AND MEMBERSHIP

34 Any employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30) day following the effective date of this Agreement or within ten (10) days following employment, whichever is later, as a condition of continued employment, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union, for the duration of this Agreement.

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1 Employees meet the requirement of being members of the Union, within the
2 meaning of this Article, by tendering the periodic dues and initiation fees
3 uniformly required as a condition of acquiring or retaining membership in
4 the Union or, in the alternative, by tendering to the Union financial core fees
5 and dues, as defined by the U.S. Supreme Court in *NLRB v. General Motors*
6 *Corporation*, 373 U.S. 734 (1963) and *Beck v. Communication Workers of*
7 *America* 487 U.S. 735 (1988).
8

9 The University will deduct from wages of any employee covered by this
10 Agreement said employee's dues and initiation fees as a member of the Union
11 upon receiving the employee's individual written authorization for the Uni-
12 versity to make such deductions signed by the employee. Authorization forms
13 are to be provided by the Union. The University will pay to the proper of-
14 ficers of the Union the wages withheld for such dues and initiation fees. The
15 remittances shall be accompanied by a list showing individual names, social
16 security numbers, dates hired, and amounts deducted. The total remittances
17 are to be made not later than five (5) days after the date of the deduction. The
18 Union shall advise the University of the amount of initiation fees and dues to
19 be deducted. Payment for membership dues shall not be required as a condition
20 of employment during leaves of absence without pay in excess of thirty (30)
21 days. The University will notify the Union of newly hired employees covered
22 by the Agreement, including the name, social security number, address, job
23 classification and hire date of such employee on a monthly basis.
24

25 In the event the Union requests the discharge of an employee for failure to
26 comply with the provisions of the Article, it shall serve written notice on the
27 Employer requesting that the employee be discharged effective no sooner than
28 two (2) weeks after the date of that notice. The notice shall contain the rea-
29 son for discharge. In the event the Union subsequently determines that the
30 employee has remedied the default prior to the discharge date, the Union will
31 notify the Employer and the employee, and the Employer will not be required
32 to discharge that employee.
33

34 Anything herein to the contrary notwithstanding an employee shall not be re-
35 quired to pay money to the Union or to become a member of, or continue
36 membership in, the Union as a condition of employment, if employed in any
37 state, in any location other than an enclave wherein exclusive federal juris-
38 diction applies, which prohibits or otherwise makes unlawful payment to a
39 labor organization or membership in a labor organization as a condition of
40 employment.

1 The Union agrees to indemnify and save the University harmless against any
2 claim, suits, judgments, or liabilities of any sort whatsoever arising out of the
3 University's compliance with the provisions of this article.
4

5 **ARTICLE 4**
6 **MANAGEMENTS RIGHTS**
7

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

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

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

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ARTICLE 5
NO STRIKE GUARANTEE

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

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, including discharge.

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

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

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ARTICLE 6
GRIEVANCE PROCEDURE AND ARBITRATION

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

The parties agree to encourage discussions between employees and supervisors prior to implementing the official steps as outlined in this Article.

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

1 When employees are required to attend a grievance hearing as a grievant, Uni-
2 versity witness, or Union representative, they will only be paid for the time
3 spent in attending grievance hearings when such time coincides with their
4 regularly scheduled working hours. When a grievance is filed by more than
5 one employee, the grievance will identify one of those employees who shall
6 represent the class of grievants at each step of the grievance procedure. Neither
7 party shall be responsible for the expense of witnesses called by the other party,
8 including lost work time.

9
10 Without a compelling reason for absence, a grievance will be dismissed when
11 the grievant fails to be present at any one of the hearings of the steps of the
12 grievance procedure.

13
14 “Working day” within the meaning of this Article is defined as Monday through
15 Friday, excluding all paid holidays. Whenever the University fails to meet the
16 time limits required in this Article, the grievance at issue may be appealed to the
17 next step. Whenever the Union or grievant fails to meet the time limits required
18 in this Article, the grievance shall be regarded as settled on the basis of the
19 University’s last response or position. Initial steps and time limits of this Article
20 may be waived by mutual written agreement, of the Union and the University.

21
22 No Step One or Step Two grievance settlement shall establish precedent or
23 practice for either the Union or the University. A grievance may be withdrawn
24 at Steps One or Two without prejudice or precedent.

25
26 When the Union alleges that the University has violated a specific provision or
27 provisions of this agreement, so as to allegedly violate employees’ rights under
28 the terms of the agreement, the Union may initiate a grievance at Step Three
29 of this procedure.

30
31 No employee shall be discriminated against for participating in the grievance
32 procedure.

33
34 It shall be the employee’s obligation to indicate whether or not the employee
35 wants Union representation during the grievance procedure. If the employee
36 does not wish representation, the employee must notify the Union and the Uni-
37 versity in writing of their intent. A Union representative must be present at all
38 other steps except Step One of the grievance procedure.

39
40 At each step of the grievance procedure, each party shall present the facts and
41 documents known to the party at the time to support its position on the griev-

1 ance. Additional information requested by either party in writing shall be
2 provided in keeping with applicable labor law prior to the next step of the
3 grievance procedure.

4
5 The steps of the grievance procedure shall be:

6
7 Step One

8 An employee or the union shall file a grievance, no later than ten (10) work-
9 ing days from the date of the condition, circumstance or occurrence which
10 gives rise to the grievance, with the employee's supervisor. The grievance
11 must be written on a grievance form identifying the specific Article(s) al-
12 leged to have been violated, the remedy sought by the grievance, the identity
13 of the principal parties and witnesses involved, the date of the occurrence,
14 and a short description of the occurrence. It shall be filed with the grievant's
15 supervisor who shall sign and date its receipt. The supervisor may schedule
16 the grievance meeting and may respond in writing within five (5) working
17 days of the request.

18
19 Step Two

20 If no mutually acceptable resolution of the grievance results, the employee
21 may proceed to Step Two by appealing the Step One answer to the depart-
22 ment head or designee no later than five (5) working days from receipt of
23 the Step One answer. The department head or designee will schedule and
24 hear the grievance within five (5) working days from receipt of the Step
25 Two appeal. Such hearing may be waived by mutual agreement of the par-
26 ties and the grievance moved to Step 3. A written response, including the
27 basis for the decision, may be given by management to the grievant and
28 Union representative within five (5) working days from the date of the Step
29 Two hearing.

30
31 Step Three

32 In the event that the grievance remains unresolved to the satisfaction of the
33 union, the President of the Local Union, or his/her designee, may appeal it
34 to Step Three by filing a written appeal with the Office of Staff and Labor
35 Relations no later than five (5) working days from receipt of the Step Two
36 answer. A representative of the Office of Staff and Labor Relations shall
37 schedule and hear the grievance within ten (10) working days of receipt of
38 the appeal and shall respond in writing within ten (10) working days thereaf-
39 ter. Such response shall include a decision granting or denying the grievance
40 and the basis for the their decision.

1 Step Four

2 If the grievance remains unresolved to the satisfaction of the Local Union,
3 or if the Union perceives that the settlement offer is a violation of the terms
4 or conditions of the agreement, the Union may, in its sole discretion, forward
5 the grievance to the Union Regional Vice President and request arbitration
6 of the matter by submitting that demand in writing to the American Arbitra-
7 tion Association within Thirty (30) working days of the issuance of the Step
8 Three response. A copy of the demand shall be sent to the Office of Staff and
9 Labor Relations at that same time. The selection of an arbitrator and arbitra-
10 tion proceedings shall be conducted under the then current Labor Arbitration
11 Rules of the American Arbitration Association.

12
13 The jurisdictional authority of the arbitrator is defined and limited to the
14 determination as to whether, in a disciplinary grievance, there was just cause
15 for the disciplinary action. If there was not just cause, any award of back
16 pay should be limited to the amount of wages that the employee otherwise
17 would have earned, less any other compensation including but not limited to
18 unemployment compensation. In no event shall an arbitrator's award be retro-
19 active to a date earlier than ten working days prior to the date the grievance
20 was first presented or the date the contract grievance occurred, whichever is
21 later. In a contract grievance, the authority of the arbitrator is limited to the
22 determination as to whether there has been a violation(s) of the provision or
23 provisions of the agreement as set forth in the written grievance and the arbi-
24 trator shall have no power to add to, subtract from or modify any of the terms
25 of this agreement. The arbitrator shall render his/her decision within thirty
26 (30) days from the last hearing date or the due date for briefs, whichever is
27 later. The decision of the arbitrator shall be based exclusively on evidence
28 presented at the arbitration hearing(s) and shall be final and binding on all
29 involved parties.

30
31 The parties shall bear their own expenses and share in the arbitrator's fee
32 and expenses equally. Each party shall be responsible for the expenses of its
33 witnesses and representatives. Each party may be represented by counsel at
34 the arbitration hearing.

35
36 Grievance Mediation

37 Upon mutual agreement, the University and the Union may request a Federal
38 Mediator from the Federal Mediation and Conciliation Service for the pur-
39 pose of grievance mediation. This process may be implemented with mutual
40 agreement prior to filing for Arbitration, or in the time frame between the
41 filing for Arbitration and the Arbitration proceedings. In the event Grievance

1 Mediation is chosen prior to filing for Arbitration, the time limits for filing
2 for Arbitration will be extended to accommodate the Grievance Mediation
3 process. The decision/ recommendations of the Federal Mediator shall not
4 be binding on either party and may not be introduced in any subsequent
5 arbitration proceedings.
6

7 **ARTICLE 7**
8 **DISCIPLINE AND DISCHARGE**
9

10 The University and the Union agree to a procedure of progressive discipline.
11 The parties adhere to the principle that discipline has the objective of im-
12 proving the future performance of the employee.

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

16 Employee counseling and attempts to resolve matters of discipline infor-
17 mally, including referral to the Employee Assistance Program (EAP), do
18 not constitute discipline, nor do they constitute a part of the disciplinary
19 procedure.
20

21 A non-probationary employee may be disciplined or discharged only for just
22 cause. Unless circumstances warrant otherwise, an employee will be given
23 twenty-four (24) hours advance notice of the investigatory interviews with
24 them that may lead to their discipline.
25

26 Disciplinary penalties may include a verbal warning, written reprimand, sus-
27 pension, discharge or any combination thereof and shall correspond to the
28 severity of the matter. Demotion shall not be used as a disciplinary penalty.
29 Situations involving major infractions or offenses shall be exempted from
30 progressive discipline and may subject an employee to discipline, including
31 discharge, regardless of the employee's prior record.

32 Disciplinary actions may be initially grieved at Step Two of the grievance
33 procedure as set forth in Article 6.

34 All written statements regarding discipline shall be provided to the employ-
35 ee and shall include the reasons for the discipline. The employee must sign
36 the statement to acknowledge receipt of the document. If the employee is
37 unable or unwilling to sign the statement, a union representative for that de-
38 partment shall sign on behalf of the employee. No written statements, notes
39 or other information that negatively impact an employee will be placed in
40 their personnel file without providing the employee with a copy.

1 An employee may not be disciplined or discharged for an infraction that
2 occurred more than one (1) year before the date of the intended disciplinary
3 action, unless that infraction would normally warrant immediate suspension
4 or discharge or would be considered to be a violation of penal law, in which
5 instance the corresponding statute of limitations would apply.
6

7 Written discipline shall be removed from an employee's personnel file after
8 two (2) years of employment without discipline. The life of discipline may
9 be adjusted by mutual agreement of the parties.
10

11 **ARTICLE 8** 12 **SENIORITY** 13

14 All employees in the bargaining unit at the time of the effective date of this
15 agreement shall have seniority as recorded as of their date of hire into the job
16 title within the Field Service Unit of Transportation Department, as a Trans-
17 portation Service Representative (TSR). Employees previously hired as a
18 University Service Officer, will have seniority as recorded as of their date of
19 hire into that job title. Employees hired into the bargaining unit after the ef-
20 fective date of this Agreement shall have seniority equal to the length of time
21 an employee has been continuously employed in the bargaining unit.
22

23 Bargaining unit employees shall be considered probationary employees for
24 the first ninety (90) calendar days of employment, commencing with the
25 first day of employment with the department. During their probationary pe-
26 riod, employees shall have no seniority rights and may be discharged by the
27 University without recourse to the grievance and arbitration provisions of
28 this agreement. Employees who transfer out of the bargaining unit to ac-
29 cept other employment at the University shall have their seniority frozen
30 as of the date of transfer. If the employee returns to a position within the
31 bargaining unit, without a break in continuing service, the employee's fro-
32 zen seniority shall be restored, but the service time outside the bargaining
33 unit shall be discounted. Employees hired on the same date shall rank for
34 seniority according to the last four digits of their social security number
35 with the employee having the highest number being given the highest rank.
36 However, employees hired from within the University shall have seniority
37 over employees hired from outside of the University.
38

39 In addition to other factors, seniority and time in grade for employees shall
40 be considered in assignments, schedules, leaves and promotions. Promot-
41 tional openings shall be filled by the applicant most qualified to perform

1 the work. If all relevant factors, such as experience and qualifications are
2 equal, then the employee with the most bargaining unit seniority shall be
3 awarded the position.
4

5 The seniority of an employee shall be broken and continuity of service shall
6 be considered broken whenever one of the following conditions occurs:
7

- 8 a. The employee is discharged for cause.
- 9 b. The employee is absent from work for three (3) consecutive days without
10 directly notifying the immediate supervisor or the person to whom the
11 immediate supervisor reports and provided the failure to notify is not due
12 to circumstances beyond the control of the employee.
- 13 c. The employee voluntarily leaves the employment of the University.
- 14 d. The employee is on layoff status for a period of twelve (12) consecutive
15 months.
- 16 e. The employee retires.
- 17 f. The employee is receiving benefits under the Long-Term Disability
18 Leave Plan.
- 19 g. The employee is terminated for failure to successfully complete any
20 training program required under law.
- 21 h. The employee is terminated for failure to maintain any license required
22 for the position in which the employee is employed.
- 23 i. The employee fails to return to employment at Cornell within one (1)
24 year following the expiration of Short-Term Disability Leave.
- 25 j. An employee on a continuous absence from work due to a work related
26 injury or illness who fails to return to work within one (1) year of a deter-
27 mination by a physician that the employee is permanently disabled or if
28 the employee fails to return to work within thirty (30) months following
29 a continuous absence due to a work related injury or illness.

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31 **ARTICLE 9**
32 **LAYOFF AND RECALL**
33

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

36
37 In the event the Cornell University Transportation Services Department
38 finds it necessary to lay off bargaining unit employees from their respective
39 departments, the decision to lay off employees shall consider affirmative
40 action obligations, under existing University Affirmative Action plans, abil-
41 ity to perform the work and seniority of the employees of the department

1 enacting the layoff. In instances where affirmative action obligations and
2 ability to perform the work are not bearing on the layoff decision the least
3 senior employee within the department and grade affected by the layoff shall
4 be laid off first. If there is an employee with less seniority in a lower grade
5 in that department, the employee to be laid off shall displace the least senior
6 employee in that lower grade. The displacing employee shall be paid at the
7 corresponding wage range of that grade. The displaced employee shall have
8 all of the rights contained in this Article, unless the displaced employee is in
9 a probationary status as a newly hired employee.

10 Notice of Layoff to Employees

11 In cases of less than ten (10) years of service, employees shall receive writ-
12 ten notification within a minimum of thirty (30) calendar days (not including
13 accrued vacation time) prior to the effective date of the layoff.
14

15
16 In cases of ten (10) or more years of service, employees shall receive writ-
17 ten notification of layoff within a minimum of sixty (60) calendar days (not
18 including accrued vacation time) prior to the date of layoff.
19

20 When minimum notification, as described above, is not possible, the employ-
21 ee will receive, in lieu of notice, pay equal to the amount he/she would have
22 received had notice been possible, in addition to any accrued vacation pay.
23

24 When employees receive notice of layoff as provided for above, Office of
25 Human Resources will give the employees special assistance in identifying
26 other jobs the employees may be able to perform.
27

28 Laid off employees shall be entitled to continue those benefits (e.g., health
29 insurance, group life insurance, ADD, etc.) that are granted to non-represent-
30 ed employees under University policy for a period not to exceed one (1) year
31 following the effective date of layoff.
32

33 When bargaining unit positions within the affected department become
34 available, employees shall be recalled in inverse order of layoff when the
35 employee is able to perform the work. Notice of recall shall be sent to the
36 employee at his last known address by certified mail. The Union shall be
37 notified at the same time. When an employee returns from layoff to the same
38 bargaining unit position, the employee shall be paid at his/her rate of pay
39 upon layoff plus any increments that would have been paid had the employ-
40 ee never been laid off. If the employee returns to a lower position his/her
41 rate of pay will be a percentage of the maximum rate of that position equal

1 to the percentage of the maximum rate of the formerly held position. If the
2 employee fails to report for work within three (3) days from receipt of the
3 recall notice, the employee's seniority shall be broken. Recall rights shall
4 expire one (1) year following the effective date of layoff.
5

6 **ARTICLE 10**
7 **DEPARTMENTAL INVESTIGATIONS**

8
9 In order to maintain trust and confidence in the respective departments
10 whenever a complaint or accusation is made against a bargaining unit em-
11 ployee, the management of that respective department shall promptly and
12 thoroughly investigate same. Members of the bargaining unit shall fully
13 cooperate in all aspects of such investigations. The Local Union President
14 or his/her designee will be advised on the nature of the ongoing investiga-
15 tion and may be present for all investigative meetings with bargaining unit
16 employees. In addition, bargaining unit employees will not be denied union
17 representation in any formal or informal investigative meeting. All such in-
18 vestigations shall be conducted in a fair, respectful and reasonable manner.
19

20 **ARTICLE 11**
21 **PRODUCTIVITY**

22
23 The Union and the University recognize and agree that high standards of
24 workmanship, efficiency, work quality and productivity are in the mutual
25 best interests of both the University and the Union. To this end, the Union
26 and University shall cooperate to promote improvement and sustain high
27 levels of work quality and productivity.
28

29 **ARTICLE 12**
30 **WORK FORCE CHANGES**

31
32 All employees shall be given at least seven (7) calendar days notice of pend-
33 ing transfers, shift changes, or reassignments unless there are uncontrollable
34 or unseen emergency reasons for the changes. In the event of extenuating
35 personal circumstances management shall reasonably consider requests for
36 more than seven (7) days notice.
37

38 **ARTICLE 13**
39 **HUMAN RESOURCE RECORDS**

40
41 Office of Human Resources shall collect and maintain the official human

1 resource file on each employee. Human resource files are University prop-
2 erty and shall be used for University-related activities. Employee human
3 resource files will be maintained in a secure manner and not be provided to
4 anyone without a valid reason.
5

6
7 Employees may arrange to examine materials in their official personnel file,
8 exclusive of confidential documents, by appointment with Office of Human
9 Resources. Employees may respond to any document that is included in their
10 human resource file. Employees will get a copy of and be notified if such
11 document is to be placed in their human resource file.
12

13 Where an employee authorizes a representative to obtain information from
14 the employee's official human resource file, such representative shall obtain
15 written consent from the employee for each examination of the file and/or
16 copying of any material from that file. The employee's representative shall
17 contact a Labor Relations Specialist, at the Staff and Labor Relations of-
18 fice, to arrange an appointment to examine the employee's official human
19 resource file. Examination of the official file shall be done in the presence
20 of a Labor Relations representative. All written authorizations to examine an
21 employee's human resource file shall become a part of that file.
22

23 Transportation Services shall maintain a department file for members of
24 the bargaining unit. These files shall include any materials determined by
25 management to be appropriate, including copies of letters received by the
26 department from representatives of University management that commend
27 an individual employee for work related performance. Employees shall be
28 allowed to make copies of documents contained within their department file
29 upon payment of a reasonable per copy fee.
30

31 **ARTICLE 14** 32 **FAIR EMPLOYMENT PRACTICES** 33

34 The University and the Union recognize their mutual obligations that the
35 provisions of this agreement be applied to all employees covered by this
36 agreement without regard to race, color, religion, age, sex, marital status,
37 union membership, disability national origin, sexual orientation Vietnam
38 era veteran or disabled veteran status. An employee claiming discrimination
39 within the bounds of one of the above-noted protected categories may file a
40 grievance in keeping with Article VIII, or the employee may pursue a remedy
41 through those procedures established by corresponding law.

1 The University and Union recognize their mutual obligations under the
2 various Affirmative Action and Equal Employment Opportunity statutes and
3 regulations.
4

5 **ARTICLE 15**
6 **HEALTH AND SAFETY**
7

8 The departments shall continue to comply with all applicable federal and
9 state occupational health and safety laws for the protection of the health and
10 safety of the employee. Employees shall comply with safety rules estab-
11 lished by the University. Job related OSHA familiarization and training will
12 be provided as necessary.
13

14 **ARTICLE 16**
15 **SICK, HEALTH CARE AND PERSONAL LEAVE**
16

17 Sick Leave

18 Cornell University agrees to provide paid sick leave to the employees cov-
19 ered under this agreement in the event that they are unable to perform their
20 duties because of a claimed temporary disability, which disables an em-
21 ployee from the full performance of duty. It is not the intent of this clause to
22 provide a leave of absence for any reason other than employee illness. The
23 University reserves the right to establish attendance standards. Abuse of sick
24 leave and/or continual poor attendance may result in the employee being
25 subject to disciplinary action including termination.
26

27 Sick leave accrual is based on the number of standard straight time hours
28 paid an employee during a pay period times a factor of .04615. Sick leave
29 accrual begins immediately upon employment. Sick leave may accrue to
30 a maximum of ninety (90) days. Sick leave may not be taken before it is
31 accrued.
32

33 Employees shall call in to the Department at least one (1) hour before the
34 start of their scheduled shift, so as to inform the supervisor of their illness.
35 In the event that the supervisor is not at work, the employee will leave word
36 where the employee may be reached if different from the number that is
37 available. Documentation for any sick leave absence, including certification
38 by a physician that an employee is unable to perform his/her duties, may be
39 required by the employee's department.
40

41 Employees returning to work after an extended illness may be required, prior

1 to and as a condition of return to work, to have a physical examination by the
2 University physician to establish that the employee is no longer disabled.

3
4 Health Care Leave

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

13
14 Where health care leave is used for an emergency, the employee's supervisor
15 must be notified as soon as possible. Health care leave for purposes other than
16 an emergency requires advance permission of the employee's supervisor.

17
18 When a supervisor determines that it is necessary, a supervisor may require
19 verification of the health care or emergency causing an employee to request
20 use of this leave time.

21
22 Personal Leave

23 Up to three working days of accrued sick leave may be taken for personal
24 business reasons or emergencies within each fiscal year. For employees with
25 twenty (20) or more years of continuous service, up to five (5) working days
26 of accrued sick leave may be taken for personal business reasons or emer-
27 gencies within each fiscal year effective the beginning of the next fiscal year.
28 Personal leave that is not used by the end of the fiscal year will remain as
29 unused sick leave.

30
31 When personal leave is used for an emergency, the employee must notify his/
32 her supervisor as soon as possible. Personal leave for purposes other than an
33 emergency must be approved by the employee's supervisor in advance. Such
34 uses shall be limited to the need to conduct business that cannot be scheduled
35 during non-working hours.

36
37 When a supervisor determines that it is necessary, a supervisor may require
38 verification of the personal business or emergency causing the employee to
39 request or use personal leave.

40
41 Sick, personal and health care leave balances are canceled upon termination

1 of the employee and may not be taken as terminal leave. An employee shall
2 not be allowed to use sick, health care or personal leave when the employee
3 is on an unpaid leave from the University.
4

5 **ARTICLE 17**
6 **VACATION**
7

8 Employees are eligible to use accrued vacation leave after twelve (12)
9 months of continuous service at the University. However, with the supervi-
10 sor's approval, employees may use accrued vacation after six (6) months.
11 If the employee terminates prior to completing twelve (12) months of ser-
12 vice, the amount of vacation paid will be deducted from the employee's
13 final paycheck. Vacation shall accrue for each straight time hour paid (up to
14 a maximum of 80 hours for employees during a biweekly period), according
15 to the following rates.
16

17 Employees are entitled to earn vacation under the following schedule:
18

19 <u>Years of Service</u>	20 <u>Vacation</u>	21 <u>Vacation</u>
22 <u>Completed</u>	23 <u>Earned Per Year</u>	24 <u>Factor</u>
25 1 to 10	26 3 weeks	27 .05769
28 10 years	29 1 day more per year	30 .06153
	31 up to 4 weeks	32 .06538
		33 .06923
		34 .07307
		35 .07692

36 Paid vacation accrual begins on the date of last hire. Changes in accrual
37 rates shall be effective on the anniversary date. Paid vacation may accrue
38 to two (2) times the annual accrual rate up to a maximum of three hundred
39 and twenty (320) hours.
40

41 If an employee is on vacation when the University declares an unscheduled
42 day off (e.g., inclement weather) the employee shall continue to use vacation
43 time for that day and will not be given an additional day off.
44

45 Upon termination, an employee shall have a right to receive payment for all
46 accrued and unused vacation time, provided the employee has completed at
47 least one year of continuous service. This payment will be made in a lump
48 sum in the pay period following the last day of employment.
49
50

1 When an endowed employee retires, all accrued vacation will be paid in a
2 lump sum. The lump sum will be paid in the pay period following the last
3 day of work. Employees who receive vacation pay following retirement will
4 receive holiday pay for all holidays covered under Article 19 of this agree-
5 ment, which fall within the period.
6

7 Except as provided in Short -Term Disability, vacation time cannot be sub-
8 stituted for sick leave. The department head or designee has sole discretion
9 to approve the use of vacation time when employees have exhausted their
10 accrued sick leave.
11

12 An employee must request, in writing, permission to use vacation leave.
13 Written requests for vacation time off shall be submitted to the employee's
14 supervisor as soon as reasonably possible prior to the time to be taken off.
15 The employee shall receive a copy of the approval or rejection within a rea-
16 sonable period of time.

17 When multiple vacation requests for the same period are simultaneously
18 received, approvals will be granted by length of seniority, with the highest
19 seniority employee given first preference. Employee requests for vacation
20 between October 1 and March 31 shall be submitted in writing before Sep-
21 tember 1. Requests for the period of April 1 through September 30 shall be
22 submitted before March 1. All such requests for vacation shall be considered
23 by the department in keeping with staffing needs. Any requests for vacation
24 leave that are not submitted within the time frames set forth above shall be
25 granted on a first come, first served basis in keeping with department staffing
26 needs. Once approved, the employee must take the vacation on the date(s)
27 for which it was approved unless the parties mutually agree to the resched-
28 uling of this vacation. When an employee who has accrued vacation leave
29 dies, the corresponding payment for such shall be paid to the employee's
30 duly appointed legal representative or, if none, any relative the University in
31 its discretion may deem appropriate.
32

33 **ARTICLE 18** 34 **MILITARY TRAINING LEAVE** 35

36 Employees who are members of the National Guard, Coast Guard, or U.S.
37 Military Reserve units shall be granted leave with pay for training periods of
38 more than seven (7) days, but less than thirty (30) calendar days in duration
39 once a year. This paid leave period shall not include time necessary for travel
40 to and from such training.

1 Whenever possible, the employee shall provide written documentation to
2 the University at least two (2) weeks in advance of the scheduled training,
3 specifying its duration.
4

5 **ARTICLE 19**
6 **HOLIDAYS**
7

8 The University shall observe the holidays listed below for employees cov-
9 ered by this agreement:
10

11 Memorial Day
12 Independence Day
13 Labor Day
14 Thanksgiving Day
15 Friday After Thanksgiving Day
16 Winter Holiday Period (Six (6) days)
17

18 Each year the Office of Human Resources shall announce the specific calen-
19 dar days on which these holidays shall be observed. Holidays which fall on
20 Saturdays or Sundays shall be designated by the University for observance
21 on a weekday.
22

23 Holiday Pay

24 Regular full-time employees who are not scheduled to work on the holiday
25 will be paid for holidays at their regular rate of pay.
26

27 Pay for Holiday Worked

28 Employees who are required to work on a University holiday will receive
29 pay at time and a half their normal rate for hours actually worked on that
30 holiday plus regular pay for the balance of the hours in the employee's stan-
31 dard workday, if any, not worked on that holiday. In addition, the employee
32 shall receive compensatory time off equal to the number of hours worked on
33 that holiday, not to exceed the employee's standard workday.
34

35 Accrued Compensatory Holiday Time

36 Accrued holiday compensatory time must be used by the end of the fiscal
37 year. It is scheduled with the approval of the supervisor. Time not used by
38 the end of the fiscal year will be paid to the employee in a lump sum, to be
39 calculated by multiplying the number of accrued hours by the employee's
40 straight time hourly rate.

1 Irrespective of the days worked or the number of hours worked in any one
2 day, employees shall be paid for all hours worked in excess of forty (40)
3 hours in any given work week at one and one-half times (1-1/2) their regular
4 rate of pay. Only hours actually paid shall be credited for the purpose of
5 computing overtime worked in any workweek.
6

7 Nothing contained in this agreement shall be construed as a guarantee of
8 hours of work per day or per week or as a limitation on the right of the
9 University to require overtime. Unless the employee and the employer mu-
10 tually agree, the employee's hours will not be reduced for the sole purpose
11 of avoiding overtime once the employee has first reported to work during
12 that workweek.
13

14 Emergency Call-Back

15 Employees required to return to work following their regularly scheduled
16 work day but preceding their next regularly scheduled work day shall be
17 paid a minimum of four (4) hours pay.
18

19 Travel Expenses

20 The department agrees to reimburse all employees for travel expenses while
21 on travel status in the performance of their official duties for reasonable
22 expenses incurred for hotel lodging, meals and incidental expenses related
23 thereto, upon submission of receipts, in keeping with University travel re-
24 imbursement procedures.
25

26 Voluntary Overtime

27 Voluntary overtime shall be initially determined by Seniority. Any person
28 wanting to work overtime will be placed on a list starting with the most
29 senior person.
30

31 The Supervisor will start with the most senior person and offer the overtime
32 detail. If the employee accepts or declines the overtime his/her name will
33 go to the bottom of the list and the next person will be offered the overtime
34 detail. The Union recognizes that emergency overtime will occur and that
35 other provisions of this article shall apply.
36

37 Off duty personnel shall be given the opportunity to accept non-emergency,
38 voluntary overtime on their off duty time.

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**ARTICLE 21
MEAL BREAK AND REST PERIOD**

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13

Meal Breaks

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Employees scheduled to work six (6) hours of work or more per day will be provided a thirty (30) minute unpaid, uninterrupted meal break. Additional meal breaks will be provided as required by New York State law.

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Rest Periods

Full-time employees shall be granted two (2) fifteen (15) minute, paid, rest periods to be coordinated by management to take place at appropriate times during the shift.

Where necessitated by departmental emergency operations rest periods may be temporarily suspended. Rest periods shall not be cumulative.

**ARTICLE 22
WAGES**

All employees on the payroll as of the date of ratification shall receive a 4.25 % wage increase effective October 1, 2008.

The parties agree to re-open the contract for the purpose of wage negotiations in years two and three of the agreement.

**ARTICLE 23
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. The parties will convene and negotiate a lawful alternative to the deleted provision. 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 24
OTHER BENEFITS**

During the term of this agreement any adjustments made by the University in the current benefit programs listed below for employees not covered by a

1 collective bargaining agreement will be duplicated for bargaining unit em-
2 ployees. In the event of such changes, the University will notify the Union
3 of such changes prior to their implementation.
4

5 Group Life Insurance
6 Accidental Death and Dismemberment Plan
7 Cornell University Retirement Plan
8 Cornell Tax Deferred Annuity Plan (Voluntary)
9 Cornell Children's Tuition Scholarship Plan
10 Cornell Long Term Disability Plan
11 Cornell Workers' Compensation
12 Cornell's Short-Term Disability Plan
13 Cornell Health Care Plan
14 Employee Tuition and Training Program
15 Employee Assistance Program
16 Department Leave
17 University Leave
18 Jury Duty
19 Funeral Leave
20 Voting
21 Sick Leave Conversion (for post retirement health insurance coverage)
22 Sick Leave (accruals)
23 Direct Deposit
24 Inclement Weather
25 Holidays
26 Vacations
27 All other unlisted benefits currently provided other University Employees
28

29 **ARTICLE 25**
30 **VOLUNTEER FIREFIGHTER AND EMERGENCY MEDICAL**
31 **TECHNICIAN LEAVE**
32

33 In the event that a volunteer firefighter and/or an Emergency Medical
34 Technician (EMT) associated with a volunteer fire company is called to a
35 working fire or emergency during the employee's actual scheduled working
36 hours, the University shall compensate the employee at the employee's reg-
37 ular straight time hourly rate of pay only for those emergency hours which
38 overlap the employee's scheduled hours. It is expected that the employee
39 shall respond to a fire or medical emergency only when that individual's
40 services are necessary. The employee shall request leave from his/her super-
41 visor before departing the workplace.

1 If after responding to a medical emergency or fire such employee's service
2 or presence is not required, the employee shall immediately return to the
3 employee's work assignment, provided there is time remaining in the em-
4 ployee's shift.

5
6 In the event that a volunteer firefighter and/or an EMT is required to respond
7 to a working fire or emergency during the eight (8) hours immediately pre-
8 ceding the start of the employee's shift, the employee shall receive compen-
9 satory time off during the upcoming shift equal to the actual time spent in
10 resolving the emergency or fire. In no event shall the employee receive com-
11 pensatory time off for any time greater than the employee's shift assignment
12 for that day. The employee shall notify his/her department of an impending
13 absence from duty as soon as possible after it becomes apparent he/she will
14 not be present at the start of their scheduled shift.

15
16 Any hours compensated under this provision shall be counted as hours paid
17 but shall not apply to any calculations for premium pay, unless otherwise pro-
18 vided by this agreement. The University shall pay or provide compensatory
19 time off only for time spent when responding to emergency calls or fires.

20
21 The University may designate an employee as exempt from this provision if
22 the nature of the employee's job responsibilities are such that the employee's
23 sudden absence could create hazard or unduly disrupt University business.
24 The University reserves the right to verify any claim or the length of any
25 claim made by an employee under this provision.

26
27 **ARTICLE 26**
28 **UNIFORMS AND EQUIPMENT**

29
30 The University may establish rules pertaining to employees dress, equip-
31 ment, and appearance and may require the wearing of particularized ap-
32 parel.

33
34 The University shall have sole discretion to determine the need and the use
35 of equipment necessary to the performance of job duties. Issued apparel shall
36 be replaced by the University as needed at the department's discretion, and
37 shall be of professional quality. Adequate inventory shall be maintained.

1 The University shall normally issue such required particularized apparel
2 which will include:

- 3
4 Five (5) pairs of khaki pants-
5 Five (5) pairs of khaki shorts
6 Five (5) red logo polo shirts
7 Three (3) logo sweat shirts or turtlenecks
8 One (1) logo baseball hat or visor
9 One (1) set of rain pants and coat
10 One (1) pair of winter boots
11 One (1) winter jacket
12

13 The University shall pay each employee a footwear allowance of \$225.00 in
14 year 1 of the contract in the first pay period of October 2008. The University
15 shall pay each employee \$100.00 per year, paid in the first pay check of
16 October in years two and three, toward the purchase of footwear or other
17 apparel. Payment to employees hired during the year shall be prorated.
18 The University will provide black headbands/winter hats, and black winter
19 gloves and liners.
20

21 Issued or approved equipment or apparel that is negligently lost or negli-
22 gently damage shall be replaced at the expense of the employee and as such,
23 may be cause for discipline.

24 All department-issued apparel, equipment, and other university property
25 shall be returned upon termination of employment.
26

27 The University will provide each TSR a full-sized locker to store uniforms
28 and equipment. Lockers shall be adequate and accessible at all times.
29

30 **ARTICLE 27** 31 **DURATION OF AGREEMENT** 32

33 The agreement shall become effective on October 1, 2008, and shall remain
34 in full force and effect until September 30, 2011.
35

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

**ARTICLE 28
AGREEMENT**


This agreement is entered into this 16th day of September 2008, by and between Cornell University and the International Union of Security, Police and Fire Professionals of America (SPFPA), Local 532. The parties by mutual consent can modify or change this agreement.

IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal

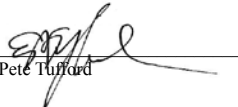
WITNESS WHEREOF:

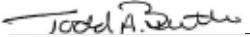
In witness whereof, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

For:
SPFPA


Howard E. Johannssen
Senior Advisor to the President

For:
Cornell University


Pete Tufford


Todd Butler
Local President

ARTICLE 22
WAGES

All employees on the payroll as of the date of ratification shall receive a 4.25 % wage increase effective October 1, 2008.

~~The parties agree to re-open the contract for the purpose of wage negotiations in years two and three of the agreement.~~

In year two (2) of the agreement, employees on the payroll as of October 1, 2009, who have an annualized base salary of less than \$40,000 will receive a \$750 gross pay lump sum payment (pro-rated accordingly for eligible part-time staff, if any.)

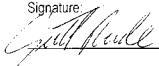
In year three (3) of the agreement, employees on the payroll as of October 1, 2010, will receive a \$1,250 gross pay lump sum payment (pro-rated accordingly for eligible part-time staff, if any.)

Agreed and Accepted

For the Union, SPFFA, Local 532:

For Cornell University

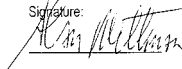
Signature:



Date:

9/23/09

Signature:



Date:

9/23/09

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