

AGREEMENT BETWEEN

CORNELL UNIVERSITY

AND

TOMPKINS-CORTLAND COUNTIES

BUILDING TRADES COUNCIL,

MAINTENANCE DIVISION

JULY 1, 2021—JUNE 30, 2026

TABLE OF CONTENTS

| Title | Article | Page |
|--|----------------|-------------|
| Recognition | 1 | 3-4 |
| Duration of Agreement | 2 | 4-5 |
| No Strike/No Lockout | 3 | 5-6 |
| Discipline and Discharge | 4 | 6 |
| Grievance Procedure | 5 | 7-12 |
| Layoff and Recall | 6 | 12-15 |
| Filling Vacancies (New Employees) | 7 | 15-16 |
| Union Security | 8 | 16-17 |
| Apprentice Training | 9 | 17 |
| Wages | 10 | 18-19 |
| Transportation Allowance | 11 | 19-20 |
| Emergency Call Back | 12 | 20-21 |
| Tools and Equipment | 13 | 21 |
| Hours of Work and Overtime | 14 | 22-24 |
| Paid Holidays | 15 | 24-25 |
| Paid Vacations | 16 | 26-27 |
| Health and Personal Leave | 17 | 27 |
| Jury Duty | 18 | 28 |
| Funeral Leave | 19 | 28 |
| Military Training Leave | 20 | 29 |
| Leaves of Absence Without Pay | 21 | 29-30 |
| Voting Time | 22 | 31 |
| Inclement Weather Policy | 23 | 31 |
| Worker's Compensation | 24 | 32 |
| Clothing | 25 | 33 |
| Volunteer Firefighters and EMT Leave | 26 | 33-35 |
| Direct Deposit | 27 | 35 |
| Other Benefits | 28 | 35-36 |
| Fair Employment Practices | 29 | 36 |
| Management Rights | 30 | 36-37 |
| Health and Safety | 31 | 37 |
| Classifications | 32 | 38 |
| Joint Training Program on Requirements of Agreement | 33 | 39 |
| Apprentice Wages | Appendix 1 | 39 |
| Temporary Trades Contract & Benefit Funds | Appendix 2 | 40 |
| Coverage of Temporary Trades Under Policy 6.9 Sick Leave (New York State) | Appendix 3 | 41 |
| Signatures | 34 | 42 |
| Side Letters of Agreement | | 43-54 |
| • EMCS Shift Differential | | 43 |
| • Laborers | | 43 |
| • Work Rule Changes | | 44 |
| • Four Ten Hour Day Work Schedule | | 44-45 |
| • Job Security | | 45-46 |

| | |
|--|-------|
| • Workers' Compensation and Short Term Disability Light Duty Work | 46 |
| • Building Trades Maintenance Assistant | 46 |
| • Minor Repairs Performed on Campus | 47-53 |
| • Subcontracted Jurisdictional Disputes | 53 |
| • Lang Letter to Marsh, January 7, 2010 | 54 |
| • Drivers License | 54 |
| • Retirement Benefits | 54 |
| • Clock in/ out Process in FM Work Rules | 54 |

| | |
|-------|-------|
| Index | 55-56 |
|-------|-------|

ARTICLE 1
RECOGNITION

1
2
3 This Agreement is between Cornell University, hereinafter referred
4 to as the Employer, and Tompkins-Cortland Counties Building
5 Trades Council, Maintenance Division, hereinafter referred to as
6 the Union. The local unions which are members of the Tompkins-
7 Cortland Counties Building Trades Council, Maintenance Division
8 are the following:

- 9
10 Local #241 - International Brotherhood of Electrical Workers
11 Local #81 - United Association of Plumbers and Steamfitters
12 Local #277 - North Atlantic States Regional Council of Carpenters
13 Local #3NY - Bricklayers & Allied Craftworkers
14 Local #178 - IUPAT Painter District Council No. 4
15 Local #112 - SMART Twin Tier Sheet Metal Workers
16 Local #785 - Laborers International Union of North America

17
18 The definition of craft maintenance as applied to this agreement
19 shall be as follows:

20
21 All work associated with the demolition, repair, replacement,
22 improvement to or construction of equipment, buildings,
23 structures, utilities, and/or system or components thereof. Craft
24 maintenance for trades assistants shall be limited to work assigned
25 to individuals employed as building trade laborers and which
26 directly assists the craft work performed by other employees
27 covered by this agreement; the Employer is free to assign such
28 work; provided, however, such assignment does not fall within the
29 craft performed by other employees covered by this agreement.

30
31 Not included in the definition is the work associated with the
32 monitoring, tests, lubrication, and other repetitive preventive
33 maintenance work performed by Facilities Management
34 mechanical maintenance staff or qualified technicians of such
35 University offices as Environmental Health & Safety, etc.

1 The University and the Union recognize and agree that high
2 standards of workmanship, efficiency, work quality and
3 productivity are in their mutual best interests. To this end the
4 Union shall meet periodically with representatives of the
5 University, and the Union and its members shall cooperate with the
6 University in identifying the means to improve both workmanship
7 and productivity.

8
9 The Employer recognizes the Union as the exclusive representative
10 for electricians and lineworkers, painters, plumbers, steamfitters,
11 controls mechanics, welders, refrigeration mechanics, carpenters,
12 masons, sheet metal workers; and, building trade laborers,
13 including journeypersons, apprentices and temporary employees
14 (except temporary student trades assistants whom the Employer is
15 free to hire as it deems necessary provided no regular building
16 trade laborer is on lay off status under this Agreement) in such
17 jobs, but excluding supervisors, all other employees for the
18 purpose of collective bargaining in respect to rates of pay, wages,
19 hours of employment and other conditions of employment. Any
20 and all such employees shall receive at least the minimum wages
21 and work under the conditions of this Agreement.

22 This Agreement shall be effective at Cornell University in Ithaca,
23 New York, and shall include the University facilities in Tompkins
24 County, New York, and cover craft maintenance performed at the
25 University.

26
27 **ARTICLE 2**
28 **DURATION OF AGREEMENT**

29
30 This Agreement shall be effective July 1, 2021 and shall continue
31 in effect until June 30, 2026 at midnight, and shall be
32 automatically renewed from year to year thereafter unless at least
33 ninety (90) days prior to any termination either party serves written
34 notice of termination on the other. If either party wishes to modify
35 the contract for the next contract period, it will give at least ninety

1 (90) days notice prior to the expiration of the contract indicating
2 the Article(s) and Section(s) to be discussed, and negotiations will
3 commence not less than sixty (60) days prior to the expiration of
4 the contract. It is agreed that negotiation will be conducted on
5 Cornell time limited to one person from each shop. If the parties
6 are unable to reach an agreement on any changes or modifications
7 to this Agreement, by the last day of June or the anniversary date
8 of this Agreement, both parties shall use the State and/or Federal
9 Mediation Service, to reach a settlement of the differences.
10 However, by mutual consent of both parties the agreement to use
11 the mediation services mentioned above may be stayed for a period
12 not to exceed ten (10) days.

13
14 **ARTICLE 3**
15 **NO STRIKE/NO LOCKOUT**
16

17 Except as otherwise provided for in this Agreement or as provided
18 for by law, the Union will not strike during the term of this
19 Agreement.

20
21 It is understood that it is the right of the individual employee of the
22 bargaining unit to respect the picket line of any of the local unions
23 who are members of the Tompkins-Cortland Building Trades
24 Council. This understanding in no way diminishes the obligation
25 of employees to perform emergency work as mutually agreed to by
26 the Union represented by the President of the Building Trades (or
27 designee) and the University representative.

28
29 Otherwise, the Union will not authorize, engage in, encourage or
30 condone any picketing, demonstration, slowdown, interruption of
31 work, concerted failure to report to work or any other action by
32 employees of the bargaining unit, other unions or other groups of
33 employees which might in any way interrupt or interfere with the
34 operations of the University for any purpose or reason whatsoever
35 for the term of this Agreement. The Union shall take affirmative
36 action to abide by these provisions. If an individual employee

1 participates in any of the prohibited activities listed above, that
2 employee's lost time shall be unpaid time.

3 Nothing in this Article shall preclude the University from seeking
4 legal or other redress of the Union, or legal or other redress of any
5 individual for damage to or loss of University property, nor
6 nothing in this Article shall preclude the Union from seeking legal
7 redress as appropriate under law should the University violate state
8 or federal laws.

9
10 The University shall not lock out the bargaining unit members
11 during the term of this Agreement.

12
13 **ARTICLE 4**
14 **DISCIPLINE & DISCHARGE**
15

16 The University and the Union agree to a procedure of progressive
17 discipline. The parties adhere to the principle that discipline has
18 the objective of improving the future performance of the employee.
19 No employee shall be disciplined without just cause.

20
21 The steps in the procedure of progressive discipline shall include
22 oral warnings, written warnings, suspensions and terminations.
23 Disciplinary penalties, however, shall correspond to the severity of
24 the matter. Performance appraisals will not be utilized as a step of
25 progressive discipline.

26
27 In imposing discipline on a current charge, the University will not
28 take into account any prior infractions that occurred more than
29 eighteen months (18) prior to the date of the current infraction. The
30 life of discipline may be extended by mutual agreement of the
31 University and the Union.

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ARTICLE 5 GRIEVANCE PROCEDURE

9 The purpose of this Article is to establish procedures for the
10 processing and settlement of grievances. All grievances shall be
11 handled and disposed of solely in accordance with the procedures
12 prescribed in this Article.

Uniform Provisions for Grievance Procedures

- 9 • Grievance meetings will be held to coincide with the
10 grievant's working hours, whenever possible.
- 11 • Employees will only be paid for the time spent in attending
12 grievance hearings when such time coincides with their
13 regularly scheduled working hours.
- 14 • When the shop representative first becomes involved with the
15 grievance, he/she and the employee may meet for up to thirty
16 (30) minutes prior to either the Step 1 or Step 2 hearing.
17 Such time shall be paid time.
- 18 • In no instance shall a grievance be filed after ten (10)
19 working days from the date of the condition, circumstance,
20 occurrence or knowledge of the occurrence which gives rise
21 to the grievance. Working day within the meaning of this
22 Article is defined as Monday through Friday, excluding all
23 paid holidays.
- 24 • In no instance shall a grievance be filed later than one (1)
25 calendar month following the occurrence.
- 26 • Grievance settlements shall not establish a precedent or
27 practice for either party unless mutually agreed upon.
- 28 • The Union may withdraw a grievance at any step without
29 prejudice or precedence.
- 30 • Whenever the University fails to meet the time limits
31 required in the grievance procedure, the Union may appeal
32 the grievance at issue to the next step. Whenever the Union
33 fails to meet the time limits required in the grievance
34 procedure, the grievance shall be regarded as settled on the
35 basis of the University's last response or position. Initial
36 steps and the time limits of the grievance procedure may be

1 waived by written mutual agreement of the Union and the
2 University.

- 3 • Information/Document Exchange: At any stage of the
4 grievance/arbitration procedure, a party may request, and the
5 opposing party must supply, relevant, non-confidential
6 information/documents needed to assess or present the
7 requesting party's case. The arbitrator, if appointed to hear
8 the underlying dispute, shall have the jurisdiction to enforce
9 this provision.

10 **Non-jurisdictional Grievances**

11 Definition: A grievance shall be defined as a claim by an
12 employee or the Union that an act or omission by the employer or
13 its agents violates a provision of this agreement.
14

15 **Informal Resolution**

16 If a regular employee has a problem in connection with his/her
17 employment he/she should discuss that concern with his/her
18 immediate supervisor as soon as possible after the problem arises.
19 The employee may bring his/her union trade representative with
20 them when they discuss the concerns with the supervisor.
21

22 **Step 1**

23 Employees shall request a meeting with the respective manager
24 and/or his/her designee to verbally present a grievance. The
25 manager or designee shall schedule the grievance meeting within
26 three (3) working days of the request. At the employee's request
27 the union trade representative shall attend the meeting.
28

29 **Step 2**

30 If there is no acceptable resolution of the grievance at Step 1 the
31 employee and/or the union trade representative and the respective
32 business agent may file a formal grievance at Step 2 within five (5)
33 working days from the date of the Step 1 meeting. A formal
34 grievance shall be written, identifying the terms of the Agreement
35 alleged to have been violated, the date of the occurrence, the
36

1 names of individuals involved, a brief description of the
2 occurrence and the remedy sought by the grievant. The grievance
3 shall be filed with the Human Resource Representative for
4 Facilities and Campus Services (FCS) who shall sign and date its
5 receipt.

6
7 The grievance shall be scheduled and heard, in person, within five
8 (5) working days from its receipt. A written response shall be
9 given by management to the grievant and union trade
10 representative within five (5) working days from the date of the
11 Step 2 meeting.

12 13 **Step 3**

14 In the event that the grievance remains unresolved to the
15 satisfaction of the grievant and or Union, the Union may appeal it
16 to Step 3 by filing a written appeal with the Director of Staff &
17 Labor Relations within ten (10) working days of the Step 2
18 response.

19
20 The grievance will be heard, in person, within ten (10) working
21 days from receipt of the appeal by the Director of Staff & Labor
22 Relations. The Director of Staff & Labor Relations will respond to
23 the grievance in writing within ten (10) working days of the Step 3
24 meeting.

25 26 **Step 4**

27 When the University's Step 3 response fails to satisfy the Union,
28 the Union may demand arbitration of the matter by submitting that
29 demand in writing to the University within ten (10) working days
30 of the Step 3 response. The parties will thereafter attempt to agree
31 on a mutually acceptable arbitrator to hear and decide the matter.
32 If the parties are unable to agree on an arbitrator or in the event the
33 agreed upon arbitrator cannot or will not accept the assignment,
34 either party may request a panel of nine (9) arbitrators from the
35 Federal Mediation Conciliation Service (FMCS). The parties
36 should then strike the names and/or number their selections and

1 return the panel to the FMCS for the designation of an arbitrator. If
2 no arbitrator is selected from the first panel, the FMCS shall send
3 the parties a final panel of five (5) arbitrators. The parties will then
4 strike names, alternately, until the name of the arbitrator who is to
5 serve remains. The party who strikes first will be determined by
6 lot.

7
8 The jurisdictional authority of the arbitrator is defined and limited
9 to the determination as to whether there have been violations of the
10 provision or provisions of the Agreement as set forth in the written
11 grievance; the arbitrator shall have no power to add to, subtract
12 from, or modify any of the terms of this Agreement. The decision
13 of the arbitrator shall be based exclusively on evidence presented
14 at the arbitration hearings and shall be final and binding on all
15 involved parties. Where the decision of the arbitrator includes an
16 award for back pay, the award shall be limited to the amount of
17 wages that the employee otherwise would have earned, less any
18 unemployment compensation. The decision of the arbitrator shall
19 be based exclusively on evidence presented at the arbitration
20 hearing(s) and shall be final and binding on all involved parties.

21
22 The cost of the arbitrator shall be borne equally between the parties
23 to this Agreement. The parties shall bear their own expenses for
24 arbitration and share in the arbitrator's fee and expenses equally.

25 26 **Process for Jurisdictional Issues and Intra-Union and Non- 27 Union Disputes**

28 Definition: A jurisdictional dispute shall include a claim by the
29 Union or one of the craft unions listed in Article 1, Recognition,
30 that employees represented by a different labor organization were
31 improperly assigned work that should have been assigned to
32 employees represented by the Union or listed craft union. A
33 grievance which alleges that the employer failed to apply terms of
34 this agreement to any work defined as "craft maintenance" under
35 this agreement, by assigning work to non-union personnel shall

1 also be addressed under this procedure, as will disputes involving
2 intra-union work assignments.

3 4 **Step 1**

5 The Union representative may file a formal grievance with the
6 Director of Staff & Labor Relations within ten (10) working days
7 from the date of the alleged violation. The formal grievance shall
8 be written, identifying the terms of the Agreement alleged to have
9 been violated, the date of the occurrence, the names of individuals
10 involved, a brief description of the occurrence and the remedy
11 sought by the grievant.

12 The grievance shall be scheduled and heard within five (5)
13 working days from its receipt. A written response shall be given
14 by management to the Union representative within five (5)
15 working days from the date of the Step 1 meeting.

16 17 **Step 2 - Grievance Mediation**

18 If the parties fail to resolve the dispute through the Step 1 process,
19 within twenty (20) working days from the receipt of the Step 1
20 answer, the Union may request a Federal Mediator from the
21 Federal Mediation and Conciliation Service for the purpose of
22 grievance mediation. The parties shall meet with the mediator at
23 the earliest possible date in an attempt to resolve the dispute.

24 25 **Step 3 - Arbitration**

26 If the parties fail to resolve the dispute through the Step 2 process
27 the President of the Building Trades Council may appeal the
28 grievance to arbitration by submitting an official written notice to
29 the Director of Staff & Labor Relations within thirty (30) working
30 days after the mediation meeting. The parties will thereafter
31 attempt to agree on a mutually acceptable arbitrator to hear and
32 decide the matter. If the parties are unable to agree on an arbitrator
33 or in the event the agreed upon arbitrator cannot or will not accept
34 the assignment, either party may request a panel of nine (9)
35 arbitrators from the Federal Mediation Conciliation Service
36 (FMCS). The parties should then strike the names and/or number

1 their selections and return the panel to the FMCS for the
2 designation of an arbitrator. If no arbitrator is selected from the
3 first panel, the FMCS shall send the parties a final panel of five (5)
4 arbitrators. The parties will then strike names, alternately, until the
5 name of the arbitrator who is to serve remains. The party who
6 strikes first will be determined by lot.

7
8 The jurisdictional authority of the arbitrator is defined and limited
9 to the determination as to whether there have been violations of the
10 provision or provisions of this Agreement as set forth in the written
11 grievance. The arbitrator shall have the authority to issue an
12 appropriate remedy which may include a monetary award. The
13 arbitrator shall have no power to add to, subtract from, or modify
14 any of the terms of this Agreement. The decision of the arbitrator
15 shall be based exclusively on evidence presented at the arbitration
16 hearings and shall be final and binding on all involved parties.

17
18 The parties shall bear their own expenses and share in the
19 arbitrator's fee and expenses equally. Each party shall be
20 responsible for the expenses of its witnesses and representatives.

21
22 **ARTICLE 6**
23 **LAYOFF AND RECALL**
24

25 In the event there is a reduction in force, for each affected trade,
26 seniority will be followed on a last-in, first-out basis. Workers
27 may be laid off out of seniority order for not more than forty (40)
28 hours during a fiscal year from July 1 to June 30. Once a worker
29 has been laid off for forty (40) hours the worker will not be laid off
30 again out of seniority order. Workers may, at their own choice,
31 use vacation time earned to maintain wages for these hours.
32 Vacation hours used instead of reduction in force no pay status will
33 count toward the forty (40) hours in which a worker may be laid
34 off out of order of seniority.

1 No regular employee will be laid off for any amount of time if the
2 University has any temporary workers in that trade in the previous
3 fifteen (15) calendar days.

4
5 At least one (1) week notice of reduction in force will be given to
6 the President of the Tompkins-Cortland Counties Building Trades
7 Council and the Representative of the workers in the affected
8 trade(s) if the reduction is expected by the University to be five (5)
9 or more full working days. Notice to the Union shall be prior to
10 notice to the workers and will include the number of workers in
11 each affected trade to be laid off and the number of days the layoff
12 is expected to be in effect.

13
14 The University and the Union in applying this bona fide seniority
15 system will remain aware of their affirmative action commitment
16 under Article 29, Fair Employment Practices, of this contract.

17
18 The University has the right to retain at least one (1) apprentice in
19 each trade, or one (1) apprentice for each six (6) working
20 journeypersons or fraction thereof, whichever is larger, out of line
21 of seniority. In the event there are more apprentices in any trade
22 than the University wishes to retain under the above, such
23 apprentices will go into the seniority pool with the journeypersons.
24 No new apprentices will be added in any trade while one (1) or
25 more journeypersons is on layoff status in that trade.

26
27 The Air Conditioning/Refrigeration (ACR) Shop is not considered
28 a separate trade for the purposes of the above provisions. In the
29 ACR Shop, total continuous regular employment time with the
30 University in any shop covered by this contract as a journeyperson
31 or apprentice at Cornell shall be used to compute seniority.
32 (Workers who were transferred into ACR or who may be
33 transferred into ACR will have seniority from the date of transfer,
34 unless required by labor law to be credited with seniority from the
35 date last employed by the University as a skilled craftsworker.)

36

1 Seniority for reduction in force purposes is defined, except in the
2 special cases stated above, as continuous time in the respective
3 trade as a regular employee at Cornell as a journeyman or
4 apprentice. Breaks in service will be determined in accordance
5 with standard University policy at the time of layoff or recall. If
6 there is a need to lay off out of line with seniority to retain special
7 skills, the parties will meet to discuss such special situations.

8
9 A seniority roster will be made available once a year on April 1.
10 Changes made in the seniority roster since the prior year's posting
11 are open to challenge. Any employee who does not challenge such
12 changes in the seniority date on that roster within one (1) month of
13 the date posted shall have it considered correct.

14
15 An employee laid off for not more than two (2) consecutive full
16 pay periods will continue to accrue fringe benefits during this
17 layoff. Recall will be in inverse order of layoff. Recall rights are
18 only effective for the balance of this contract or twelve (12)
19 months, whichever is greater. If an employee who has been laid
20 off following the signing of this contract and who is recalled
21 during the life of this contract, the employee shall have the
22 employee's full accrued health and personal leave as of the date of
23 the layoff credited to the employee upon return.

24
25 An employee may be recalled out of order of inverse seniority to
26 meet a temporary situation or emergency where a particular
27 problem requires an individual with specific skills. The senior
28 employee with the specific skills will be recalled first. The
29 President of the Tompkins-Cortland Counties Building Trades
30 Council and the shop representative in the affected shop(s) will be
31 notified prior to an out of seniority order recall. The notification
32 will include the specific job and the expected duration of the
33 specific job. Should a worker feel aggrieved by an out of seniority
34 order recall, the worker may grieve under Article 5, Grievance
35 Procedure, of this contract.

1 Workers are responsible for keeping the department and the Union
2 informed of an address and telephone number of record where they
3 can be reached. Recall must be accomplished by telephone if
4 possible and certified mail with return receipt to the last address of
5 record. A copy of the certified letter will be sent to the President
6 of the Council and to the appropriate union trade representative. If
7 an employee fails to report to work within three (3) working days
8 of the date of receipt of the certified letter the employee shall be
9 considered to have voluntarily resigned unless physically or
10 mentally unable to report as required. If a worker maintains a
11 physical and mental inability to report, within three (3) working
12 days of notice of recall, the employee will provide the Associate
13 Vice President of Facilities Management with a specific written
14 statement from a medical doctor that the employee is unable to
15 report and giving the expected duration of such inability. The
16 employee shall have the continuing responsibility of informing the
17 department of changes in this status. In the event the employee
18 does not submit the written doctor's statement or report as required
19 the employee will be deemed to have voluntarily resigned.

20
21 **ARTICLE 7**
22 **FILLING VACANCIES (NEW EMPLOYEES)**
23

24 When new or additional employees are required, the Employer
25 shall notify the Union before hiring any applicant. The Union shall
26 then be given an opportunity to refer applicants for the vacancy,
27 provided that in such referral the Union shall not discriminate
28 against any job applicant because of membership or non-
29 membership in a local union and provided further that the
30 Employer shall retain the right to reject any applicant who, in the
31 Employer's judgment, is not suitable or qualified for the work to
32 be performed. The provisions of this Article shall not apply to the
33 appointment of temporary employees as regular full-time
34 employees, which may be made without notification to the Union.
35 A physical examination shall be required for all new employees.

1 The parties agree to meet and discuss the craft certification
2 requirements for each trade in order for the University to address
3 those qualifications and requirements in its hiring process and
4 ensure that qualified candidates are referred to the union for
5 membership.

6 **ARTICLE 8**
7 **UNION SECURITY**
8

9 All employees who are members of the Union on the effective date
10 of this Agreement shall be required to remain members of the
11 Union as a condition of employment during the term of this
12 Agreement and all employees shall be required to become and
13 remain members of the Union as a condition of employment from
14 and after the thirty-first (31) day following, (a) the date of their
15 employment, or (b) the effective date of this Agreement,
16 whichever is later.

17 The President of the Tompkins-Cortland Counties Building Trades
18 Council, Maintenance Division is the primary representative of the
19 Union. The President may delegate his/her responsibilities to other
20 union trade representatives.

21
22 The adjustment by union trade representatives and/or union
23 stewards of day-to-day, minor issues without the participation or
24 approval of the President of the Tompkins-Cortland Building
25 Trades Council, Maintenance Division, will not set a precedent for
26 future issues and grievances.

27
28 To assist the President with union representation, university trade
29 employees will serve as Stewards as follows, Lead Steward
30 Representative, Assistant Lead Steward Representative, Zone
31 Representative for each zone as designated by Facilities and
32 Campus Services (FCS) and one Steward for each trade (Trade
33 Representatives).

34
35 The University agrees to compensate up to fifteen (15) union
36 trades representatives for lost work time spent in scheduled

1 negotiations and quarterly meetings. Lost work time shall mean
2 only those hours the employee is regularly scheduled to work.

3
4 The University will notify the BTC of new full-time regular hires.
5 The Lead Steward Representative may schedule thirty (30) minutes
6 of paid time to meet with the full-time regular employees within
7 the first thirty (30) days of their employment.

8
9 **ARTICLE 9**
10 **APPRENTICE TRAINING**

11
12 The Employer agrees to participate in the Joint Apprentice
13 Selection and Training Programs which have been established for
14 the respective unions and which are in active and regular operation
15 in compliance with Federal and/or State apprenticeship standards.
16 For such programs, the Employer agrees to contribute (\$.05) per
17 hour for every hour worked by a journeyman in the respective
18 trade covered under this Agreement into the appropriate joint
19 apprentice training trust fund for that trade which shall be
20 established and administered in compliance with Section 302 of
21 the Labor Management Relations Act, 1947. Such trades shall
22 include all those listed in Article 1, Recognition.

23
24 No such payment shall be made, however, except on written
25 request of the specific trade(s) involved, and only upon
26 certification of the President of the Tompkins-Cortland Counties
27 Building Trades Council that all of the conditions of this section
28 have been met.

29
30 Such funds will be paid annually on or before July 31 where they
31 have been earned as specified in this section.

32
33 The University agrees to provide the Union with a list of the
34 journeymen and their hours worked when such payment is
35 made.

1 **ARTICLE 10**
2 **WAGES**
3

4 Wages for each trade will be paid according to the schedule listed
5 below.

6
7 Building Trades Council Wage Rates 7/1/2021 - 6/30/2026
8

9

| Effective | Electrician | Plumber | Bldg. Trd. Lab. | Carpenter | Painter | Mason | Sheet Metal | Bldg. Trd. Maint Asst. |
|-----------|-------------|---------|-----------------|-----------|---------|---------|-------------|------------------------|
| 7/1/2021 | \$37.31 | \$37.31 | \$24.79 | \$33.95 | \$33.58 | \$34.87 | \$33.95 | \$24.79 |
| 7/1/2022 | \$38.24 | \$38.24 | \$25.41 | \$34.80 | \$34.42 | \$35.74 | \$34.80 | \$25.41 |
| 7/1/2023 | \$39.29 | \$39.29 | \$26.11 | \$35.76 | \$35.37 | \$36.72 | \$35.76 | \$26.11 |
| 7/1/2024 | \$40.47 | \$40.47 | \$26.89 | \$36.83 | \$36.43 | \$37.82 | \$36.83 | \$26.89 |
| 7/1/2025 | \$41.72 | \$41.72 | \$27.72 | \$37.97 | \$37.56 | \$38.99 | \$37.97 | \$27.72 |

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18 All employees will receive \$1,000 effective upon the ratification of
19 the 7/1/21 – 6/30/26 collective bargaining agreement.
20

21 General Forepersons shall be compensated at a rate equal to one
22 hundred and twelve and one-half percent (112.5%) of the journey
23 person rate for their respective trade. The General Foreperson will
24 receive General Foreperson wages during the performance of the
25 specific job for all hours paid while in such assignment.
26

27 Forepersons shall be compensated at a rate equal to one hundred
28 and eight and one-half percent (108.5%) of the journey person rate
29 appropriate for their tier for the specific craft involved. A
30 foreperson is a journey person who has been assigned by the
31 supervisor to oversee the work of their own trade on a specific job
32 or function. Forepersons are expected to carry out the normal
33 duties of the trade. The foreperson will receive foreperson wages
34 during the performance of the specific job for all hours paid while
35 in such assignment. The foreperson will be notified of a change
36 back to the journey person rate by the end of their shift on the
37 workday before the change is to occur.
38

1 Any employee who is assigned, by their supervisor, to a General
2 Foreperson or Foreperson position on a temporary assignment that
3 is at least one working day, will be temporarily paid as per the
4 rates listed above.

5
6 Seniority for the purposes of this Article shall have the same
7 definition as that set forth in the sixth paragraph of Article 6,
8 Layoff and Recall.

9
10 Apprentice rates shall be paid in accordance with Appendix 1,
11 Apprentice Wages.

12 Except for Temporary Student Trades Assistants, temporary
13 workers will be hired in accordance with Article 7, and will be
14 paid at the rate, and the University shall make one contribution to
15 each Local Union on a monthly basis on their behalf to the
16 employee benefit funds in accordance with the rates, as set forth in
17 the collective bargaining agreements identified in Appendix 2 to
18 the Agreement.

19 The Union agrees to provide to the University, as soon as possible,
20 any changes in the rates of pay stipulated in construction contracts
21 in effect in the Tompkins County area.

22
23 Paydays shall be on alternate Thursdays.

24
25 **ARTICLE 11**
26 **TRANSPORTATION ALLOWANCE**

27
28 Employees who choose to regularly use their private vehicle for
29 university service shall receive one hundred eighty dollars
30 (\$180.00) bi-weekly for the life of the agreement effective the first
31 pay period in July 2021.

32
33 If an employee is required to use their personal vehicle, the
34 transportation allowance, payable biweekly, shall be as follows:
35 starting the first pay period in July 2021, one hundred eighty

1 dollars (\$180.00). This amount will change each year of the
2 Agreement as determined by the variance in the Consumer Price
3 Index-All Urban Consumers (CPI-U) as published by the United
4 States Bureau of Labor Statistics for the period June - May of the
5 preceding months. If the Consumer Price Index-All Urban
6 Consumers (CPI-U) is less than or equal to zero, the amount will
7 not change.

8
9 Employees who are absent more than five (5) consecutive working
10 days for workers' compensation or NYS disability will not be paid
11 a personal transportation allowance during that time.

12
13 Excess of the employee's primary auto insurance and subject to the
14 terms and conditions of University Policy 4.9, Legal Defense and
15 Indemnification, the University shall indemnify and hold harmless
16 and provide a legal defense to any bargaining unit employee who
17 in the course of his/her employment and while using his/her
18 personal vehicle is involved in an accident.

19
20 The University reserves the right to develop and implement
21 alternate means of transportation and has the exclusive right to
22 determine the application of the provision.

23
24 **ARTICLE 12**
25 **EMERGENCY CALL BACK**

26
27 In the event that an emergency requires calling in an employee to
28 work after they have left the premises, the employee shall be
29 compensated at a minimum of four (4) hours at time and one-half,
30 or double time for actual hours worked, whichever is greater. In
31 the event the employee works two and a half hours or more
32 between 10pm and 7:30am prior to a normal workday, the
33 employer will grant the employee one (1) hour of rest time, paid at
34 straight time, for each hour so worked. Rest time will not be
35 granted if the employee is called in after 5:30 am. By mutual
36 agreement, the employee and the supervisor can agree to the

1 employee taking the rest time at the beginning or the end of the
2 shift. In the event, the employee and the supervisor do not agree
3 on the scheduling of the rest time, the rest time will be taken at the
4 beginning of the shift.

5
6 In the event an emergency requires the performance of diagnostic
7 or related work by an employee who has left the premises and such
8 work can be performed without return to the premises, the
9 employee shall be compensated at a minimum of one (1) hour pay
10 or actual hours worked, whichever is greater, paid at time and one-
11 half (1 1/2).

12 13 **General Provisions**

14 In the event the emergency extends more than four (4) hours into
15 the next normal work day, then, in lieu of rest time, all emergency
16 hours worked will be paid at the rate of time and one half (1 1/2).
17 If time remains in the shift when the emergency ends, the
18 employee shall then be given rest time, paid at the straight time
19 rate, for such remaining shift hours.

20
21 Each shop/zone shall prepare a list of employees which includes
22 their specialty skills information, a correct off-hours telephone
23 number and their desire to work Emergency Call Back. Employees
24 who do not wish to work Emergency Call Back will be called if no
25 other employee is available or their special skill is required. This
26 list will be updated once per quarter and kept on file with the
27 EMCS service center and the FCS Customer Service Center.

28
29 This provision does not apply to any pre-scheduled or non-
30 emergency overtime assignments.

31 32 **ARTICLE 13** 33 **TOOLS AND EQUIPMENT**

34
35 Employees shall provide such hand tools as are ordinarily and
36 customarily provided by skilled tradespeople under local area
37 union agreements for each trade. Cornell University shall be

1 responsible for the replacement of tools that it provides but only on
2 the presentation of the broken or worn-out tool. Recognizing that
3 workers are normally careful with their tools but that occasional
4 losses do occur, where a Cornell issued tool is lost and the
5 employee has not frequently lost tools in the past, the employee's
6 supervisor may as a matter of discretion issue a replacement tool.

7 **Prescription Safety Glasses**

9 The parties agree that there has been a best practice of providing an
10 allowance for prescription safety glasses. They further agree that
11 on a going-forward basis, such allowance shall be provided as
12 follows: up to two-hundred-fifty dollars (\$250.00), on a bi-annual
13 (every two years) basis, for prescription safety glasses. Appropriate
14 documentation of purchase of such glasses is required from the
15 employee before the allowance can be issued.

16 **ARTICLE 14** 17 **HOURS OF WORK AND OVERTIME**

19
20 The normal workweek is Monday through Friday, 7:30 a.m. - 4:00
21 p.m. The University has the right to alter the work schedule of any
22 employee(s) within the unit. The department shall give an
23 employee at least five (5) working days minimum notice of a shift
24 change that will last more than two (2) weeks. The department
25 shall give an employee at least forty-eight (48) hours minimum
26 notice of all schedule changes or the department will pay the
27 employee one and one-half (1-1/2) times their regular rate for all
28 hours worked during the shift for which notice was not provided.

29
30 The work week for pay purposes begins at 12:00 a.m. Thursday
31 and ends at 11:59 p.m. Wednesday and consists of five (5) work
32 days and two (2) consecutive days off unless the employee and
33 supervisor mutually agree otherwise. An employee who works a
34 schedule during a Thursday through Wednesday period which does
35 not include two (2) consecutive days off will receive four (4)
36 additional hours of pay at their regular rate. A shift consists of a

1 minimum of two (2) consecutive work days. This differential shall
2 not be considered in the computation of any premium rate and
3 shall not be paid for any hour of which overtime is paid. Article
4 12, Emergency Call Back, shall not apply when this provision is
5 used. The University will seek journeyman volunteers to work
6 the second or third shift who are qualified to perform the necessary
7 work. If there are insufficient numbers of volunteers, the
8 University can with forty-eight (48) hours written electronic notice
9 to the president of the Union, with a copy to the business
10 representative for the employee(s) in the affected trade, assign
11 qualified journeymen(s) to perform the work on the basis of
12 reverse seniority.

13
14 The shifts are defined for pay purposes as having the following
15 range of scheduled start times:

16
17 1st Shift: 5:30 AM – 9:30 AM.

18
19 2nd Shift: 9:31 AM – 5:29 PM. Second Shift is paid at 108%
20 regular rate.

21
22 3rd Shift: 5:30 PM – 5:29 AM. Third Shift is paid at 112% regular
23 rate.

24
25 Depending on the number of employees required, the complexity
26 or size of the project, the estimated time the work will take, and the
27 trades required to perform work during the 2nd or 3rd shift, a
28 foreperson or a general foreperson may be appointed.

29
30 Employee requested flextime schedules and other special
31 agreements reached between the union trade representative and
32 management related to hours of work are excluded from the terms
33 of the shift pay provisions and weekend shift pay.

34
35 Employees shall be paid one and one-half (1 1/2) times their
36 regular rate for all shifts on Saturday and all shifts on Sunday.

1
2 Hours worked in excess of eight (8) in one (1) day will be paid at
3 the rate of time and one-half (1 1/2) the employee's regular rate.
4

5 While the University will make every effort to accommodate an
6 employee's request to be excused, the University reserves the right
7 to require employees to work overtime.
8

9 Any employee required to work more than sixteen (16)
10 consecutive hours prior to a normal work day shall be entitled to
11 one hour paid rest time for each hour worked over sixteen (16).
12
13

14 **ARTICLE 15**
15 **PAID HOLIDAYS**
16

17 Regular full-time workers employed under this Agreement are
18 entitled to the following paid holidays or days celebrated as such
19 by Cornell:
20

- 21 Martin Luther King, Jr.
 - 22 Memorial Day
 - 23 Juneteenth
 - 24 Independence Day
 - 25 Labor Day
 - 26 Thanksgiving Day
 - 27 Friday after Thanksgiving Day
 - 28 Winter Holiday Period (6 days)
- 29

30 Any vacation or health and personal leave requests will be granted
31 for the workday preceding the winter holiday period. If the
32 employee has no accrued vacation or health and personal leave,
33 this day will be granted without pay.
34

35 Requests from military veterans for leave to observe Veteran's
36 Day will be granted.
37

1 **Pay For Holiday Work**

2 Employees who are required to work on a University holiday will
3 receive pay in accordance with one of the following options:

4
5 - Employees required to work on a university holiday will be
6 paid 1.5 times their hourly rate for hours actually worked on
7 that holiday plus regular pay for the balance of the hours, if
8 any, not worked on the holiday. In addition, the employee
9 shall receive paid leave time off equal to the number of hours
10 worked on that holiday, not to exceed the employees normal
11 standard work day.

12
13 - At the discretion of the department, employees may be granted
14 straight time pay for the hours worked on that holiday plus
15 straight time pay for the balance of the workday, if any. In
16 addition, the employee shall receive 1.5 hours of paid leave
17 time for hours worked on the holiday.

18
19 - At the discretion of the department, after advanced discussion
20 with the employee, employees may receive holiday pay in lieu
21 of holiday paid leave time off. Only time worked in this
22 option shall be used for overtime purposes.

23
24 Paid leave time off will be scheduled at the mutual agreement of
25 the employee and the supervisor, in keeping with the operating
26 needs of the department and federal and state law. Paid leave time
27 must be used by October 15th of the year in which it was earned
28 unless an extension is mutually agreed to by the employee and the
29 supervisor.

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ARTICLE 16
PAID VACATIONS

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12

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

| Upon Completion of | Weeks Per Year |
|---|-----------------------|
| One (1) year through five (5) years of service | Two (2) |
| Six (6) years through ten (10) years of service | Three (3) |

13
14
15
16
17
18

Upon completion of eleven (11) years of service and for each full year of service thereafter up to fifteen (15) years of service, the employee shall receive a day of paid vacation in addition to the fifteen (15) days. No employee shall earn paid annual vacation in excess of twenty (20) days.

19
20

Vacation cannot be taken before it is earned.

21
22
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On the anniversary date marking completion of five (5) years of credited service at Cornell, employees shall be immediately credited with sixty (60) hours of vacation in addition to any already accrued. Employees with more than five (5) years of credited service at Cornell who transfer into the bargaining unit are not entitled to the additional sixty (60) hours of vacation. Cornell employees who transfer into the department may bring up to three-hundred-twenty (320) hours of vacation balance. Employees shall receive this additional sixty (60) hours of vacation only once during the life of their employment at Cornell. The maximum accrual of vacation is three-hundred-twenty (320) hours. Exceptions to the maximum accrual must be approved in advance by the Associate Vice President of Facilities Management for FCS. Unless an exception is approved in advance, the excess will not be carried over beyond December 31st of any given year. Each year,

1 as of December 31st, leave balances that exceed the maximum will
2 automatically be adjusted to the appropriate maximum.

3
4 Vacations are to be taken at a time mutually convenient to the
5 employee and the employee's supervisor provided that each
6 employee shall have the right to schedule two (2) weeks of
7 vacation at the employee's sole discretion so long as no more than
8 one-fourth (1/4) of his shop is off work or scheduled to be off work
9 during the requested period. Such requests for vacation must be
10 made at least two (2) weeks in advance to the supervisor and will
11 be honored on a first come-first served basis.

12
13 If an employee on approved non-layoff related vacation is called in
14 to work, the employee will be paid for the vacation hours worked
15 that day at time and one-half (1 1/2) the regular straight time rate
16 instead of being paid vacation for those hours. The employee will
17 not be charged vacation for the hours worked. These premium
18 work hours will count toward time worked in the day or payroll
19 week on a straight hour for hour basis.

20
21 Workers temporarily laid off for less than six (6) months shall have
22 the option of using their accrued vacation before going on no-pay
23 status. The deferring of vacation does not extend recall rights,
24 fringe benefits, or seniority.

25
26 **ARTICLE 17**
27 **HEALTH AND PERSONAL LEAVE**

28
29 The parties adopt the University's Health and Personal Leave
30 Policy. The University shall notify the Union to discuss any plan to
31 reduce the maximum or rate of accrual.

1 **ARTICLE 18**
2 **JURY DUTY**

3
4 Regular full-time employees subpoenaed for jury duty will receive
5 compensation at their normal base rate for the actual time required
6 for jury service.

7
8 Employees serving on jury duty are expected to work during
9 normal working hours when excused from court when more than
10 one-half (1/2) day, excluding travel time from court, remains in
11 his/her work day or unless excused by his/her supervisor, i.e. more
12 than one-half (1/2) day must remain in the shift once the employee
13 arrives at the worksite from court.

14
15 An employee who works a schedule other than a normal schedule
16 of Monday through Friday who is selected for Jury Duty may
17 request a temporary schedule change. Such requests will be
18 considered on a case by case basis in keeping with business needs.

19
20 **ARTICLE 19**
21 **FUNERAL LEAVE**

22
23 Regular full-time employees shall receive a maximum of three (3)
24 days leave with pay when a death occurs in an employee's
25 immediate family. The immediate family consists of a spouse,
26 domestic partner, child, stepchild, sibling, parent, stepparent,
27 grandparent, grandchild, father-in-law, mother-in-law, son-in-law,
28 daughter-in-law, brother-in-law, or sister-in-law.

29
30 For the funeral of other relatives, a fellow employee in the
31 immediate work unit, or when serving as a pallbearer, a maximum
32 of one-half (1/2) day for a local funeral and one (1) day for an out-
33 of-town funeral may be granted with pay. In all other cases time
34 may be taken and charged to vacation time.

1 **ARTICLE 20**
2 **MILITARY TRAINING LEAVE**

3 Regular full-time employees who are members of the National
4 Guard, Army, Navy, Marine Corps, Coast Guard, and Air Force
5 Reserve shall be granted a military leave with pay for their annual
6 training duty for a period not to exceed 30 calendar days during
7 any one (1) year. Military orders or appropriate documentation,
8 such as a letter from the employee's Commanding Officer, must be
9 provided to the FCS Human Resources for military leave with pay.
10 A letter from the Commanding Officer should include the start date
11 for duty or drill, the expected date of return, name and telephone
12 number of the commanding officer as well as the employee's rank
13 and duty station.

14
15 **ARTICLE 21**
16 **LEAVES OF ABSENCE WITHOUT PAY**

17
18 Regular full-time employees with at least one (1) year continuous
19 service, with the approval of the Associate Vice President of
20 Facilities Management, may request a leave of absence without
21 pay in accordance with the following:

22
23 **Family Illness**

24 An employee may be granted a leave without pay for unusual
25 home conditions or family circumstances. This leave is normally
26 granted for three (3) months but in no event may it exceed one (1)
27 year.

28
29 **Educational Leave**

30 An employee may be granted a leave without pay for a formal
31 program of education; the leave for three months, renewable, and
32 not to exceed one (1) year.

33
34 **Travel**

35 An employee may be granted a leave without pay for three (3)
36 months for travel, renewable, and not to exceed one (1) year.

1
2 **Military Service Leave**
3 A regular full-time employee will be granted a leave of absence for
4 military service in accordance with a Universal Military and
5 Training Service Act of 1941, as amended. Employees on military
6 leave shall not accrue vacation or health and personal leave but
7 will accrue time toward retirement and may continue their health
8 insurance and group life insurance.

9
10 **Other**

11 An employee may be granted a leave without pay for up to one (1)
12 year for other reasons deemed appropriate by the University.

13
14 An employee returning from any of these leaves of absence, except
15 military leave, may be required to furnish a physician's statement
16 as to the employee's fitness for the performance of the employee's
17 duties prior to a return to work, and may be required to have a
18 physical examination by a University physician.

19
20 These leaves of absence, except military, will be granted with the
21 understanding that an employee will have the first consideration
22 for employment when the employee is ready to return to work.
23 There is no assurance that the employee will be reinstated in the
24 employee's former position unless such specific arrangement has
25 been made by the department at the time the leave is granted.
26 Absences beyond one (1) year will be considered a resignation,
27 except for military leaves. The periods of leave of absence will be
28 exclusive of vacation pay.

29
30 Employees on leave of absence shall not accrue vacation, health
31 and personal leave or other fringe benefits, but may continue their
32 Health Insurance and Group Life Insurance, provided premiums
33 are paid in advance by the employee at full rate. Arrangements
34 should be made to pay this in advance.

35
36

1 **ARTICLE 22**
2 **VOTING TIME**

3
4 Employees will be allowed time off to vote up to a maximum of
5 two (2) hours, without loss of pay, if there are not four (4)
6 consecutive hours either before or after their shift in which to vote.

7
8 **ARTICLE 23**
9 **INCLEMENT WEATHER POLICY**

10
11 Employees required to report to or remain at work when the
12 University has officially announced a delayed opening, a partial
13 closing, or a University closing for inclement weather shall be paid
14 at a rate of time and one-half (1 1/2) their regular rate for the hours
15 worked when the University is closed and shall also receive paid
16 leave time off for each such hour worked.

17
18 Employees who are not required to report to or remain at work
19 shall be paid at their regular rate for the hours scheduled that day
20 but not worked due to the closing.

21
22 Those employees on approved scheduled vacation or health and
23 personal leave during such a closing shall be charged leave time,
24 regardless of the weather conditions.

25
26 Employees who are late to work or unable to report to work due to
27 severe weather and travel conditions may charge any such lost time
28 to either accrued health and personal or vacation leave when the
29 University has remained open or make up the time within the same
30 workweek at the mutual convenience of the employee and
31 supervisor.

32
33 An employee may request to leave a work assignment early due to
34 severe weather and travel conditions. Such requests shall be
35 honored unless it would cause unreasonable hardship for the
36 University and shall not be charged as an unscheduled absence.

1
2 **ARTICLE 24**
3 **WORKER'S COMPENSATION**
4

5 Workers covered under this contract who lose time because of an
6 accident or illness incurred at work, will continue to receive
7 regular pay during the first thirteen (13) weeks of total temporary
8 disability. There is a waiting period for the first five (5) days
9 unless the worker is absent for more than fourteen (14) days.
10 These five (5) days may be charged against accrued health and
11 personal leave or vacation.

12
13 If the disability keeps the worker from working for more than
14 fourteen (14) days the worker will be compensated from the first
15 day of absence with no charge against accrued leave, vacation or
16 overtime.

17
18 Workers disabled for more than thirteen (13) weeks will receive a
19 benefit equal to two-thirds (2/3) of the worker's average weekly
20 wage not to exceed the New York statutory rate awarded by the
21 Worker's Compensation Board for the duration of the total
22 temporary disability.

23
24 Any medical expenses incurred as a result of such injury at work
25 will be paid for by the University. The worker should not pay for
26 any such expenses from their own funds.

27
28 When a worker returns to work after an absence caused by an
29 accident or illness the worker may be required to furnish a
30 physician's statement as to fitness to perform usual duties. The
31 worker may also be required to have a physical examination by a
32 University physician.

1 **ARTICLE 25**
2 **CLOTHING**
3

4 The University will make a reasonable monetary reimbursement
5 for clothing rendered useless through unusual or accidental events
6 on the job. The University will not reimburse employees for
7 clothing worn out by normal wear and tear. Each case will be
8 considered on the basis of the circumstances surrounding it. In the
9 event a request for replacement is denied it may be appealed within
10 one week to the Zone Facility Director for final determination. The
11 University shall have the exclusive right to determine the
12 application of this provision in each case.
13

14 If safety shoes are required by the employer, the employee shall be
15 reimbursed by the employer for purchase(s) of up to two hundred
16 dollars (\$200.00) annually, as long as the employee provides an
17 appropriate receipt. The employee or employer may request a
18 Personal Protective Equipment assessment to be conducted by
19 either the Facilities Management Safety Manager or a
20 representative from Environmental Health and Safety to determine
21 whether safety shoes are required.
22

23 The University will provide required personal protection
24 equipment.
25
26

27 **ARTICLE 26**
28 **VOLUNTEER FIREFIGHTERS AND**
29 **EMERGENCY MEDICAL TECHNICIAN LEAVE**
30

31 Volunteer firefighters and/or an Emergency Medical Technicians
32 (EMT) must validate their association with a volunteer fire
33 department and/or volunteer emergency ambulance corps upon
34 request from a supervisor.
35

36 In the event that a volunteer firefighter and/or an Emergency
37 Medical Technician (EMT) associated with a volunteer fire

1 company is called to a working fire or emergency during the
2 employee's actual scheduled working hours, the University shall
3 compensate the employee at the employee's regular straight time
4 hourly rate of pay only for those emergency hours which overlap
5 the employee's scheduled hours. It is expected that the employee
6 shall respond to a fire or medical emergency only when that
7 individual's services are necessary. Whenever possible, the
8 employee shall request to leave from his/her supervisor before
9 departing the work place. The employee shall not depart from
10 work knowing that such departure may cause or contribute to
11 unsafe conditions at the University or damage to University
12 property.

13

14 If after responding to a medical emergency or fire such employee's
15 service or presence is not required, the employee shall immediately
16 return to the employee's work assignment, provided there is time
17 remaining in the employee's shift.

18

19 In the event that a volunteer firefighter and/or an EMT is required
20 to respond to a working fire or emergency during the eight (8)
21 hours immediately preceding the start of the employee's shift, the
22 employee shall receive paid leave time off during the upcoming
23 shift equal to the actual time spent in resolving the emergency or
24 fire. In no event shall the employee receive paid leave time off for
25 any time greater than their shift assignment for that day.

26

27 Any hours compensated under this provision shall be counted as
28 hours paid but shall not apply to any calculations for premium pay,
29 unless otherwise provided by this Agreement. The University shall
30 pay or provide paid leave time off only for time spent when
31 responding to emergency calls or fires.

32

33 The University may designate an employee as exempt from this
34 provision if the nature of the employee's job responsibilities is such
35 that the employee's sudden absence could create hazard or unduly
36 disrupt University business. The University reserves the right to

1 verify any claim, or the length of any claim made by an employee
2 under this provision.

3
4 **ARTICLE 27**
5 **DIRECT DEPOSIT**
6

7 Bargaining unit employees are encouraged to participate in the
8 direct deposit program so long as the University payday remains
9 alternate Thursdays.

10
11 **ARTICLE 28**
12 **OTHER BENEFITS**
13

14 The University agrees to automatically extend to the Union any
15 adjustments in the following benefits:

- 16
- 17 Air Travel
- 18 Cornell Health Care Plan (including prescription drug plan)
- 19 Contract College Health Care Plans
- 20 Cornell children's Tuition Scholarship (CCTS) Program
- 21 Group Life Insurance
- 22 Cornell Long Term Disability
- 23 Cornell University Retirement Plan (CURP)
- 24 New York State Employees Retirement System Benefits
25 (NYSERS)
- 26 Workers' Compensation
- 27 Cornell Short Term Disability Plan
- 28 Family & Medical Leave Act
- 29 Personal Accident Insurance
- 30 Faculty & Staff Assistance Program (FSAP)
- 31 Flexible Spending Accounts
- 32 Tax Deferred Annuity (TDA) Program
- 33 Paid Holidays (Ithaca Campus Only)
- 34 Flexibility in the Workplace
- 35 Health & Personal Leave
- 36 Sick Leave Conversion for Post-Retirement Health Insurance

1 Emergency Responder Leave
2

3 **ARTICLE 29**
4 **FAIR EMPLOYMENT PRACTICES**
5

6 The employer and the Union affirm the principle of equal
7 employment opportunity. There will be no discrimination to the
8 extent prohibited by law with reference to terms and conditions of
9 employment because of race, creed, color, sex, age, religion,
10 national origin, citizenship, marital status, protected veteran's
11 status, disability, sexual orientation or on any other basis as
12 prohibited by law, except where age or sex is a bona fide
13 occupational qualification. The Union acknowledges receipt of a
14 copy of the Employer's Affirmative Action and Workforce
15 Program and will assist in implementing said program.
16

17 **ARTICLE 30**
18 **MANAGEMENT RIGHTS**
19

20 The parties agree that operation of the University including
21 management and direction of its employees, and their work, is the
22 exclusive right of the University. Certain functions, powers and
23 responsibilities belong solely to the University, prominent among
24 which, but not wholly inclusive are: to determine the qualifications
25 for hiring, promotion and transfer; to supervise the employees; to
26 determine standards of quality and performance; to establish and
27 enforce reasonable work rules; to determine the work to be
28 performed and who is to perform it within the established craft
29 jurisdictions; to determine the hours of work, except as limited by
30 Article 14, Hours of Work and Overtime; to determine what
31 methods and equipment will be utilized together with all staffing
32 requirements; to sub-contract, or to contract out, provided that,
33 only with respect to work that falls within the jurisdiction of the
34 craft unions covered by this Agreement and that is performed
35 within the geographical limitations of the job site, the University
36 will sub-contract or contract out to sub-contractors or contractors

1 who have agreements with craft unions listed in Article 1,
2 Recognition; to terminate or divest itself of any part of the
3 University operation, temporarily or permanently; to establish rules
4 and procedures for discipline and discharge employees for just
5 cause; to establish, change, or eliminate appropriate job
6 classifications.

7
8 It is understood that all the functions, powers, and responsibilities
9 of the University are retained except those expressly modified by
10 an express provision of this Agreement.

11
12 The University must inform the Union, at least ninety (90)
13 calendar days in advance of the termination or divestment of itself
14 from any part of the University operation.

15
16 **ARTICLE 31**
17 **HEALTH AND SAFETY**

18
19 The Union recognizes that management has an obligation to
20 comply with the Occupational Safety and Health Act (OSHA).
21 Management reserves the right to reassign workers from one job
22 site to another for safety reasons and/or to avoid potential or real
23 OSHA violations. The Union acknowledges management's right
24 to establish safety programs and procedures and to take whatever
25 steps are necessary to comply with OSHA regulations.

26
27 The Union will make a reasonable effort to train employees to
28 become familiar with OSHA requirements and to report hazards to
29 their immediate supervisors.

30
31 The Union recognizes that management has an obligation to
32 comply with Federal, State, and local laws, regulations, and public
33 policies concerning energy conservation measures.

1 **ARTICLE 32**
2 **CLASSIFICATIONS**
3

4 The Union and the University recognize that the trades covered by
5 the Agreement offer certifications in various specialty areas. At
6 this time, the University recognizes the following specialties as
7 separate job classifications: ACR Tech, Fire Alarm Tech, Controls
8 Tech, Locksmith, Sprinkler Fitter. The University also has staff
9 position descriptions (“SPDs”) for the seven (7) trades covered by
10 the Agreement: Electricians (journey person and apprentice),
11 Plumbers (journey person and apprentice), Carpenters
12 (journey person and apprentice), Painters (journey person), Masons
13 (journey person), Sheet Metal Workers (journey person) and
14 Laborers (building trade assistants.)

15 Employees who have been hired under one of the separate job
16 classifications listed above will remain in that
17 specific classification unless business needs require reassignment.
18 When business needs require reassignment, the least senior
19 member will be transferred first, unless there is a need to retain
20 special skills. Employees will not be moved for purposes of
21 discipline, unless agreed to by the University and the Union.

22
23 Employees asked to perform an assignment within their staff
24 position description will be provided training and supervision as
25 needed. If the assignment is made during an emergency, sufficient
26 training will be provided to perform the assignment safely. Until
27 sufficient training has been provided, the reassigned employee will
28 not be disciplined for performance-related issues because of lack
29 of experience, skills and/or abilities in the new assignment.

30
31 The University will consult with the Union to determine the
32 training required for an assignment within a staff position
33 description and incorporate those recommendations into any
34 training plan. Upon request, training records will be provided to
35 the Union.
36

1 **ARTICLE 33**
2 **JOINT TRAINING PROGRAM ON**
3 **REQUIREMENTS OF AGREEMENT**
4

5 The parties agree to create a training program on the requirements
6 of the Agreement that will be offered on annual basis to facilities
7 personnel in the colleges and units.
8

9 **APPENDIX 1**
10 **APPRENTICE WAGES**
11

12 An Apprentice in a particular craft shall be paid a percentage of the
13 regular full-time journeyperson rate provided under the terms of
14 this Agreement for that craft, for each credited one thousand
15 (1,000) hours of training or six (6) month period.

16 All apprentices shall be paid in accordance with the percentage
17 schedules in effect for the respective downtown trade programs.
18

19 If a current regular full-time Cornell trade laborer and maintenance
20 assistant is hired into an apprentice program, the employee's
21 current wage shall be frozen until the apprentice schedule
22 coincides with the current wage.
23
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APPENDIX 2
TEMPORARY TRADES CONTRACTS AND BENEFIT FUND

North Atlantic States Regional Council

of Carpenters, Local #277

Health & Welfare Fund
 Pension Fund
 Defined Contribution Fund
 Dues
 Empire Labor Management Fund
 UBC Fund
 Industry Advancement Fund (we do not pay this)

International Brotherhood of Electrical Workers,

Local #241

IBEW
 NEBF
 Health & Welfare
 Pension Fund
 Apprentice & Training
 NLMCC
 Annuity
 Labor Management Cooperation Committee (LMCC)
 Administrative Maintenance Fund IAMF)
 Savings/ Vacation Fund
 Dues

International Union of Bricklayers & Allied

Craftworkers (BAC), Local #3 NY

Dues
 BAC/ PAC
 Organizational Fund
 International Pension Fund
 Training Fund
 International Masonry Fund (IMI)
 Health & Welfare
 Annuity
 Pension
 IPF-PPA Assessment (could not find in contract)
 Market Recovery (not found in contract)

Laborers International Union of North

America (LIUNA), Local 785

Dues
 Welfare
 Pension
 Defined Contribution
 Training Fund
 LECET
 NY State Health & Safety
 Death Benefit Fund
 Political Action Fund

International Union of Painters & Allied

Trades (IUPAT) District Council #4

Dues
 CNY Health & Welfare
 CNY Annuity
 LMCI
 IUPAT FTI
 IUPAT Pension
 IUPAT Annuity
 Apprentice Fund
 DC#4 STAR Fund

United Assoc. (UA) of Plumbers and

Steamfitters, Local 81

Working Dues Assessment
 Benefit & Defense Fund
 Health & Welfare Fund
 Pension
 Annuity
 Apprentice Training Fund
 International Training Fund

SMART Local #112, Sheet Metal

Workers International

Working Assessment Dues
 Vacation Fund
 National Pension Fund
 ITI/ NEMI
 SMOHIT
 IAP
 Health & Welfare
 Industry Education
 Local Pension
 Local Annuity

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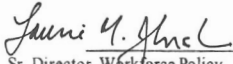
**APPENDIX 3
COVERAGE OF TEMPORARY TRADES UNDER
UNIVERSITY POLICY 6.9: SICK LEAVE (NEW YORK
STATE)**

Pursuant to NY Labor Law §196-b, temporary workers hired in accordance with this Agreement, will be eligible for New York Paid Sick Leave under University Policy 6.9 Sick Leave (New York State.) Temporary workers will accrue one (1) hour of paid sick leave for every thirty (30) hours worked, effective July 1, 2021. The provision of New York Paid Sick Leave for temporary workers is for compliance with New York law and does not imply eligibility for any other University benefit provided under this Agreement to its regular full-time employees

**ARTICLE 34
SIGNATURES**

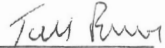
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this 27th day of September, 2022.

For Cornell University

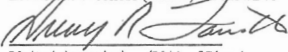


Sr. Director, Workforce Policy
Labor Relations, Cornell University

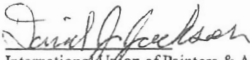
For Tompkins Cortland Counties
Building Trades Council, Maintenance Division



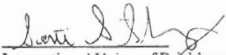
President, Tompkins-Cortland Building Trades
Council and International Brotherhood of
Electrical Workers (IBEW), Local #241



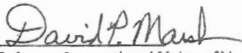
United Association (UA) of Plumbers
and Steamfitters, Local 81



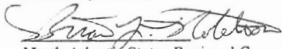
International Union of Painters & Allied Trades
(IUPAT) District Council #4



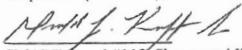
International Union of Bricklayers & Allied
Craft (BAC) Workers Local #3 N.Y.



Laborers International Union of North
America (LIUNA), Local 785



North Atlantic States Regional Council of
Carpenters (NASRCC), Local #277



SMART Local #112, Sheetmetal Workers
International

1 **SIDE LETTER OF AGREEMENT**
2 **EMCS SHIFT DIFFERENTIAL**

3
4 Employees working the weekday rotating shift (6pm to 6am) will
5 be paid \$1.34 per hour and \$2.34 per hour for the weekend rotating
6 shift for all hours worked on the weekend.

7
8 Effective the first pay period in July of each year of this agreement
9 this amount will change as determined by the variance in the
10 Consumer Price Index-All Urban Consumers (CPI-U) as published
11 by the United States Bureau of Labor Statistics for the period June
12 - May of the preceding months. If the Consumer Price Index-All
13 Urban Consumers (CPI-U) is less than or equal to zero, the amount
14 will not change.

15
16 Management will have the right to schedule new employees hired
17 into the Controls Shop in a non-shift position for up to a maximum
18 of one year from the date of hire. Following this one year period,
19 seniority shall be respected in the determination of shift
20 assignment.

21
22 **SIDE LETTER OF AGREEMENT**
23 **LABORERS**

24
25 The contract language in Article 1, Recognition, regarding
26 jurisdiction of Trade Assistants, in no way restricts Laborers
27 International Union of North America, Local 785, from inclusion
28 in discussions and outcomes, if any, of continuing dialogue with
29 Cornell University Administration and the Iron Workers, Asbestos
30 Workers, Roofers, Sprinkler Fitters and Operating Engineers.

1 **SIDE LETTER OF AGREEMENT**
2 **WORK RULE CHANGES**

3
4 Prior to the implementation of any work rule changes affecting the
5 entire membership the University agrees to distribute such changes
6 to the Union and at the Unions request discuss and seek input
7 regarding the intended changes and modifications.
8

9 **SIDE LETTER OF AGREEMENT**
10 **FOUR TEN HOUR DAY WORK SCHEDULE**

11
12 This side letter is mutually agreed by Cornell University and the
13 Tompkins-Cortland Counties Building Trades Council,
14 Maintenance Division to implement a four ten hour day work
15 week. This agreement will begin on August 7, 2008 and will
16 extend until June 30, 2009 on a trial basis at which time either
17 party may end this agreement upon written notification to the other
18 party. If no notification is exchanged, this agreement will
19 automatically continue year by year thereafter until one party
20 provides written notification to the other terminating it.
21

22 Cornell reserves the right to select projects, work groups, and
23 individual work assignments suited to this schedule. Consistent
24 with the conditions below, the Shops management will determine
25 which trades people will work the schedule based on operational
26 needs of the University. Management reserves the right to revert
27 back to the standard eight (8) hour schedule if the four ten hour
28 schedule does not meet its business needs.

29 This four ten hour day work schedule will be implemented on a
30 voluntary basis only and only members requesting the four ten
31 schedule will be considered.
32

33 Employees requesting to work a four ten hour day work week that
34 are scheduled to work shift work will be paid in accordance with
35 Article 14, Hours of Work and Overtime, of the BTC contract.

1 The following condition will apply to those who volunteer to work
2 the four ten hour day work week. Hours worked beyond ten hours
3 per day or forty hours per week will be paid at overtime rate.
4 Health and personal leave and vacation will be debited on the basis
5 of hours absent from the scheduled shift up to a maximum of ten
6 hours of each scheduled shift. Employees scheduled to work or not
7 will be credited with eight hours of holiday pay. The eight hours
8 credited on non scheduled work day may be banked or taken at
9 straight time rate during the pay period it is earned. Should an
10 employee anticipate not accruing forty hours during a pay period
11 that includes a holiday, the employee may elect to not to be paid
12 for the full forty hours, use vacation time, paid leave time from
13 previous holiday, or may work extra hours at the discretion of
14 management to ensure forty hours of straight time pay.

15
16 **SIDE LETTER OF AGREEMENT**
17 **JOB SECURITY**
18

19 Cornell will maintain (a) the aggregate number of positions in the
20 BTC bargaining unit workforce based on 151 positions and (b) the
21 level of each trade for the duration of this contract, except for loss
22 of major external funding or closing of major facilities and /or
23 departments which results in the loss of work. Any of the
24 conditions referenced in (a) or (b) above that result in a loss of
25 positions will be discussed with the President of the BTC and the
26 representative of the workers in the affected positions to justify the
27 reduction in positions. The 151 positions shall include the BTC
28 Maintenance Assistants.

29
30 The University will continue to employ three (3) BTC bargaining
31 unit members (an electrician, a plumber and a carpenter) in
32 Facilities Management to support procurement and supply chain
33 logistics. The parties agree the employment of these bargaining
34 unit members is limited to these three (3) positions, does not
35 preclude the University from hiring non-BTC members to work in
36 facilities management procurement and this work and these

1 positions are not subject to the exclusive jurisdiction provisions of
2 Article 1 of the Agreement.

3
4 When a regular position is open and available to be refilled, the
5 University will post the vacancy within thirty (30) days and work
6 expeditiously to fill that position to at least maintain the agreed
7 upon levels of each trade for the duration of this contract under the
8 conditions set forth above.

- 9 • Electricians – 57 (including procurement position)
- 10 • Sheet Metal – 6
- 11 • Masons – 4
- 12 • Painters – 7
- 13 • Trades Assistants – 7
- 14 • Plumbers – 51 (including procurement position)
- 15 • Carpenters – 15 (including procurement position)
- 16 • Maintenance Assistants - 4

17
18 **SIDE LETTER**
19 **WORKERS' COMPENSATION AND SHORT-TERM**
20 **DISABILITY LIGHT DUTY WORK ASSIGNMENTS**

21
22 The university will continue its present practice to make
23 reasonable efforts to provide light duty work on a case-by-case
24 basis when feasible and available.

25
26 **SIDE LETTER OF AGREEMENT**
27 **BUILDING TRADES MAINTENANCE ASSISTANT**

28
29 The University will create a new, multi-trade BTC bargaining unit
30 Maintenance Assistant position in accordance with the following
31 side letter “Minor Repairs Performed On Campus.” The
32 University will hire no more than fifteen (15) Maintenance
33 Assistant positions unless the parties agree to increase that number.

1 **SIDE LETTER OF AGREEMENT**
2 **MINOR REPAIRS PERFORMED ON CAMPUS**
3

4 I. Definition: For purposes of the administration of this Article,
5 the phrase “within the exclusive jurisdiction of the BTC” shall
6 include all maintenance work other than the specific minor
7 repairs listed here under and other tasks that are of a nature that
8 is less complicated and requires less skill than performance of
9 the minor repairs list in paragraph D (1) through (7) below.
10 Only BTC journeypersons and apprentices may perform work
11 within the exclusive jurisdiction of the BTC.

12
13 In order to clarify the scope of, and preserve, bargaining unit
14 work the following terms shall govern:

15
16 A) Campus Life (Residence Halls, Dining Halls, Cornell University
17 Owned Fraternities and Sororities) and Statler Hotel – Building
18 Trades Maintenance Assistants and/or UAW represented
19 Maintenance Mechanics may perform the work described
20 below. At these sites, said employees shall perform no work
21 within the exclusive jurisdiction of the BTC.

22
23 B) Sites Other Than Campus Life and Statler Hotel – Building
24 Trades Maintenance Assistants and Building Trades
25 journeypersons (as assigned by management) may perform the
26 work described below. Other than S09, S10 and S11
27 grandfathered positions listed below and agricultural research
28 workers performing minor repair work as part of their current
29 overall duties, UAW represented employees shall not be utilized
30 to perform the work described below, except on an
31 emergency/incidental basis.

32
33 The parties agree that grandfathered status is limited to and will
34 apply only to the four (4) Mechanical Shop Shift Mechanic
35 positions and the five (5) positions in the units listed below:

36 S09 Lab of Ornithology

- 1 S09 Dean of Students
- 2 S10 Botanic Gardens
- 3 S10 Vet – Baker Institute
- 4 S11 Mechanical Shop/Shift Mechanics (4 positions)

5
6 C) Building Trades Maintenance Assistants – Whether utilized in
7 Campus Life and Statler Hotel (“A” above) or any other
8 University site (“B” above), the Building Trades Maintenance
9 Assistants shall perform no work within the exclusive
10 jurisdiction of the BTC.

11
12 D) Crafts

13 1) Sheet Metal

- 14 a) Repair residential scale and style gutters;
- 15 b) Replace diffusers and grills without balancing dampers in
- 16 kind;

17 2) Painter

- 18 a) Painting limited to a 2” brush and not more than a quart of
- 19 paint;
- 20 b) Paint areas less than 1 sq. ft.;
- 21 c) Patch or repair a portion of drywall less than 1 sq. ft. that
- 22 does not require tape;

23 3) Electrician

- 24 a) Replace plug in fans limited to bathroom exhaust fans and
- 25 kitchen range exhaust fans;
- 26 b) Re-lamping;
- 27 c) Repair plug in cords and associated hardware in
- 28 equipment and appliances;
- 29 d) Replace covers and face plates;
- 30 e) Replace globes and lenses;
- 31 f) Reset branch circuit breakers one time only and report to
- 32 shop/zone as necessary, provided said employee has been
- 33 properly trained.

34
35 Note: All work involving the touching of conductors
36 above 100 volts except plug in cords, lamps or appliances

1 as noted above shall be performed by Building Trades'
2 journeypersons.

3 4) Carpenters

- 4 a) Lubricate door hardware;
- 5 b) Adjust door hardware;
- 6 c) Patch or repair a portion of drywall less than 1 sq. ft. that
7 does not require tape;
- 8 d) Replace full size ceiling tile (no cutting of the tile) if the
9 area is less than 40 sq. ft.;
- 10 e) Reattach loose cove base;
- 11 f) Repair carpet transition that is 3 lineal. ft. or less;
- 12 g) Refasten loose floor tile that is 2 sq. ft. or less;
- 13 h) Remove and or hang small items that are less than 15 lbs
14 (banners, clocks, pictures, small white boards, bulletin
15 boards);
- 16 i) Switch lock core (does not include set-up) Lock Shop will
17 do the set-up;
- 18 j) Replace Sargent 76 Series and Kwikset non-removable
19 core locksets. Lock Shop will do the set-up.

20 5) Masons

- 21 a) Repair or replace dry laid stones in pathway if 2 sq. ft. or
22 less;
- 23 b) Spot repair of floor or wall tiles if the area is less than 1
24 sq. ft. and takes 1 hour or less to repair;

25 6) Plumbers

- 26 a) Unclog drains and stoppages using a manual hand snake;
- 27 b) Operate valves to secure leaks;
- 28 c) Minor repairs to toilets, urinals, sinks, and showers, where
29 existing local shut-off valves hold, where the work can be
30 performed other than by a licensed plumber under the
31 applicable code and when work can be accomplished
32 within one hour. Minor repairs are limited to:
 - 33 • Toilets – replacement of seats, and flush handle
 - 34 • Urinal – hook re-set for waterless urinal
 - 35 • Showers – replacement of shower head, and shower
36 handle

- Faucets – replacement of handle, aerator, stoppers, and washers

7) Control Refrigeration

- a) Reset tripped equipment once and report to appropriate shop and or zone.

UAW Maintenance Mechanics and other UAW job classifications can continue to do work that is not on the minor repairs list and is not work within the exclusive jurisdiction of the BTC and has been consistently and openly performed in the past by the UAW. The BTC reserves the right to grieve any particular assignment or task that it believes falls within its exclusive jurisdiction.

Building Trades Maintenance Assistants shall receive a wage rate of \$24.79 per hour in year one of the new BTC agreement and the BTC increases in year two (2) through five (5) (wage rates listed in Article 10).

They shall also have the following hours of work and scheduling provisions:

- Overtime – payable at one and one-half times the hourly rate for all hours paid over forty (40) in workweek.
- Shift Differential - \$.90 per hour for employee who is regularly scheduled for four or more hours between 6PM – 6AM (payable during the following leave times: vacation (not including vacation buyout), holiday, health and personal leave, bereavement leave).
- Emergency Call Back – employees required to return to work after leaving the premises following their work shifts shall be paid a minimum of four (4) hours pay. In the event that an employee is called back a second time after leaving work within eight (8) hours only actual hours worked during the call-back shall be counted towards the calculation of overtime.

- 1
- 2 - Hours of Work – the University reserves the right to
- 3 determine and /or amend daily hours of work, and weekly
- 4 work schedules.
- 5
- 6 - Changing Schedules – when feasible the department shall
- 7 give employees one week notice prior to weekly work
- 8 schedule changes or long term changes in work location.
- 9 Except in emergency situations no schedule shall be changed
- 10 for any single employee more than three times in a fiscal year
- 11 to avoid overtime without the employee’s consent. This does
- 12 not apply to employees hired with the understanding that the
- 13 position requires a variable schedule.
- 14
- 15 - Holiday Pay – employees who are required to work on a
- 16 University holiday will receive pay at 1.5 times their normal
- 17 rate for hours actually worked on that holiday plus regular
- 18 pay for the balance of the hours, if any, not worked on the
- 19 holiday. In addition, the employee shall receive paid leave
- 20 time off equal to the number of hours worked on that holiday,
- 21 not to exceed the employees standard work day. Unused paid
- 22 leave time will be paid out at the end of the fiscal year. At the
- 23 discretion of the department after advanced discussion with
- 24 the employee, employees may receive holiday pay in lieu of
- 25 holiday paid leave time off. Only time worked in this option
- 26 shall be used for overtime purposes.

27

28 **Enforcement:**

29 For purposes of monitoring compliance with this Article, the

30 BTC shall, upon request, be provided with all service requests

31 filled by UAW maintenance mechanics.

32

33 With respect to work other than that described in D (1) – (7) above,

34 the University reserves to right to file a charge under 29 U.S.C.

35 Section 158 (b) (4) (ii) D. Upon the filing of such a charge, the

36 Union, at its option, may reopen negotiations limited to the issue of

1 the scope of bargaining unit work. The parties shall bargain in
2 good faith in an attempt to resolve their difference and if unable to
3 do so, shall submit their dispute to a mutually selected Arbitrator
4 for resolution. The Arbitrator shall apply “Baseball Arbitration”
5 principles to his/her award. The fees of the Arbitrator shall be
6 shared equally between the parties. The no-strike/no lockout
7 provisions set forth in the parties’ agreement shall continue to
8 govern all aspects of any reopened negotiations.

9
10 To the extent work is performed contrary to the Minor Repairs
11 Performed on Campus Side Letter, the BTC reserves its right to
12 grieve that work in accordance with the following expedited
13 grievance/arbitration procedure:

14
15 **Step 1**

16 Within ten (10) days of the Union learning of the performance of
17 the work by the Maintenance Mechanic(s), it shall request, in
18 writing, a meeting with the Director of Staff and Labor Relations.
19 The parties shall meet as soon as schedules permit.

20
21 **Step 2**

22 If the dispute cannot be resolved at the Step 1 meeting, either party
23 may refer the matter to Arbitrator James Markowitz who shall
24 convene a hearing as soon as schedules permit. In the event
25 Arbitrator James Markowitz cannot serve, the matter will be
26 referred to another arbitrator mutually selected by the parties who
27 shall convene a hearing as soon as schedules permit.

28
29 **Step 3**

30 The issue before Arbitrator James Markowitz shall be limited to:
31 Does the performance of [work description] violate Exhibit 1 -
32 Minor Repairs Performed on Campus? If so, what shall the
33 remedy be?

1 **Step 4**

2 The Decision of the Arbitrator shall be final and binding and shall
3 control the assignment of work going forward.

4
5 **Step 5**

6 The costs/fees of the Arbitrator shall be paid by the University for
7 the first two such arbitrations and thereafter shall be split equally
8 by the parties.

9
10
11 **SIDE LETTER**
12 **SUBCONTRACTED JURISDICTIONAL DISPUTES**

13
14 The Union accepts as its remedies for subcontracted work giving
15 rise to jurisdictional disputes the matrix listed below:

16
17 **Subcontracted Work Jurisdiction Resolution Matrix**

18
19

| | Work By | Remedy | Example Disputes |
|----|--|---|--|
| 20 | 1) Collective Bargaining Agreement (CBA) members | BTC/union internal matter. No CU role or arbitration. | Duffield Hall & North Campus – Plumbers vs Laborers installing chilled water plastic piping. |
| 21 | 2) CBA members and other trades unions | BTC/union internal matter. No CU role or arbitration. | Physical Sciences – Sheet Metal Workers vs Iron Workers hanging curtain wall. |
| 22 | 23 | 24 | |
| 25 | 3) Non-CBA member and non-trades unions | Not an issue for this CBA. | |
| 26 | 27 | 28 | |
| 29 | 30 | 31 | |
| 32 | 4) CBA work by non-union work | Arbitrable if CBA members claim jurisdiction. | Schoellkopf Hall - Asbestos abatement demolition done by non-union workers but is laborer work. Animal Health Diagnostic Lab – Sidewalk work done by non-union labor. |

33 Cornell will provide to the Union the weekly Facilities Contract
34 Report.

1 **SIDE LETTER OF AGREEMENT**
2 **LANG LETTER TO MARSH, JANUARY 7, 2010**

3
4 The letter from Jessica Lang to David Marsh, dated January 7,
5 2010, is accepted by the union as a satisfactory explanation of the
6 Performance Appraisal as it relates to discipline.

7
8 **SIDE LETTER OF AGREEMENT**
9 **DRIVER'S LICENSE**

10
11 The parties acknowledge that a valid driver's license as defined by
12 Cornell is a qualification for employment. In the event, an
13 employee loses this qualification, Cornell will continue its practice
14 of attempting to accommodate the employee with alternate
15 employment where driving is not required. In the event, no
16 alternate employment is available, the employee will be terminated
17 from employment.

18
19 **SIDE LETTER OF AGREEMENT**
20 **RETIREMENT BENEFITS**

21
22 The parties agree to further discussion of the retirement benefit
23 options available to employees.

24
25 **SIDE LETTER OF AGREEMENT**
26 **CLOCK-IN/OUT PROCESS IN FM WORK RULES**

27
28 The University agrees to add to the FM (Facilities Management)
29 Work Rules the following process for employees who utilize a
30 Cornell vehicle, rather than their personal vehicle, during their
31 workday. At the beginning of the shift, employees will park their
32 personal vehicle, clock in and then go to the Cornell vehicle. At
33 the end of the shift, employees will park the Cornell vehicle, clock
34 out and then go to personal vehicle.

INDEX

| <u>Title</u> | <u>Article</u> | <u>Page</u> |
|---|----------------|-------------|
| Apprentice Training | 9 | 17 |
| Apprentice Wages | Appendix 1 | 39 |
| Classifications | 32 | 38 |
| Clothing | 25 | 33 |
| Direct Deposit | 27 | 35 |
| Discipline and Discharge | 4 | 6 |
| Duration of Agreement | 2 | 4-5 |
| Emergency Call Back | 12 | 20-21 |
| Fair Employment Practices | 29 | 36 |
| Filling Vacancies (New Employees) | 7 | 15-16 |
| Funeral Leave | 19 | 28 |
| Grievance Procedure | 5 | 7-12 |
| Health and Safety | 31 | 37 |
| Hours of Work and Overtime | 14 | 22-24 |
| Inclement Weather Policy | 23 | 31 |
| Joint Training Program | 33 | 39 |
| Jury Duty | 18 | 28 |
| Layoff and Recall | 6 | 12-15 |
| Leaves of Absence Without Pay | 21 | 29-30 |
| Management Rights | 30 | 36-37 |
| Military Training Leave | 20 | 29 |
| No Strike/No Lockout | 3 | 5-6 |
| Other Benefits | 28 | 35-36 |
| Paid Holidays | 15 | 24-25 |
| Paid Vacations | 16 | 26-27 |
| Recognition | 1 | 3-4 |
| Health & Personal Leave | 17 | 27 |
| Side Letters of Agreement | | 43-54 |
| • Building Trades Maintenance Assistant | | 46 |
| • Clock-In/Out Process In FM Work Rules | | 54 |
| • Drivers License | | 54 |
| • EMCS Shift Differential | | 43 |
| • Four Ten Hour Day Work Schedule | | 44-45 |
| • Job Security | | 45-46 |
| • Laborers | | 43 |
| • Lang Letter to Marsh, January 7, 2010 | | 54 |
| • Minor Repairs Performed on Campus | | 47-53 |
| • Retirement Benefits | | 54 |
| • Subcontracted Jurisdictional Disputes | | 53 |
| • Work Rule Changes | | 44 |
| • Workers' Compensation and Short-Term Disability Light Duty Work | | 46 |
| Signatures | 34 | 42 |
| Temporary Trades Contract & Benefit Funds | Appendix 2 | 40 |
| Tools and Equipment | 13 | 21 |

| | | |
|--------------------------|----|-------|
| Transportation Allowance | 11 | 19-20 |
| Union Security | 8 | 16-17 |
| Volunteer Firefighters | 26 | 33-35 |
| Voting Time | 22 | 31 |
| Wages | 10 | 18-19 |
| Workers' Compensation | 24 | 32 |

