

AGREEMENT BETWEEN

CORNELL UNIVERSITY

AND

**THE INTERNATIONAL UNION
OF OPERATING ENGINEERS
LOCAL 158S**

**MARCH 15, 2019 THROUGH
MARCH 14, 2024**

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1 This Agreement is between Cornell University, hereinafter referred to
2 as the University and the International Union of Operating Engineers,
3 Local 158S, hereinafter referred to as the Union and is effective from
4 March 15, 2019 through March 14, 2024.

5
6 **ARTICLE 1**
7 **PURPOSE AND INTENT**
8

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

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

22
23 **ARTICLE 2**
24 **UNION RECOGNITION**
25

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

1 **ARTICLE 3**
2 **UNION SECURITY**
3

4 The parties agree that all employees in the Water Filtration Plant,
5 and Central Energy Plant subject to the jurisdiction of Local Union
6 No. 158S, International Union of Operating Engineers as set forth
7 in Schedule A attached hereto and made part hereof, shall become
8 members of the respective Local No. 158S, no later than the 31st day
9 from the commencement of their employment or the execution date of
10 this Agreement, whichever is later, and shall remain in good standing
11 thereafter, subject to the limitations of any applicable law. The
12 university agrees to compensate up to five (5) union representatives for
13 lost work time spent in scheduled negotiations. Lost work time shall
14 mean only those hours the employee is regularly scheduled to work.

15 **ARTICLE 4**
16 **UNION DUES, INITIATION FEES,**
17 **& SERVICE CHARGES**
18

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

28
29 The Union shall indemnify the University against any and all claims,
30 demands, suits or other forms of liability that may arise out of action
31 taken or not taken by the University at the Union's request for the
32 purpose of complying with any of the above provisions of this Article.

33
34 Employees may cancel authorizations for check-off of Union dues or
35 service charges at any time and should continue payment directly to
36 the Union.

ARTICLE 5
MANAGEMENT RIGHTS

1
2
3
4 Except as otherwise specifically provided in the Agreement, the
5 University retains all of the rights, functions, duties and responsibilities
6 of management currently accorded it by law. These rights include, by
7 way of illustration but not limited to:

- 8
9 a. The determination of the size and qualifications of the work force,
10 including the allocation and assignment of work or workers; the
11 content of job classifications; the determination of policies affecting
12 the selection and training of the employees and the ultimate
13 authority to hire, recall, transfer, promote, lay off, suspend, demote
14 or dismiss employees;
- 15 b. The full and exclusive control of the management of the University;
16 the supervision of all operations; including the means, methods,
17 manner, standards and processes by which any and all work will
18 be performed;
- 19 c. The right to change existing, or introduce new equipment, operations,
20 methods, processes, means or facilities as determined to be in the
21 best interest of the University;
- 22 d. The right to schedule operations, including the right to change work
23 schedules;
- 24 e. The right to implement permanent, temporary or seasonal layoffs
25 and/or the right to implement work sharing schedules or work week
26 reduction schedules as an attempt to avoid layoffs in the event that
27 insufficient work is available to support the full work force;
- 28 f. The right to determine the nature, mix and extent of services, utilities
29 and energy resources to be produced, utilized, contracted for and/
30 or purchased by the University;
- 31 g. The right to determine and enforce work rules, standards of personal
32 behavior on the job, qualitative and quantitative standards of
33 performance and occupational health and safety standards;
- 34 h. The right to alter past work customs, traditions, and practices;
- 35 i. The right to subcontract any and all work when and as deemed
36 necessary by the University;
- 37 j. The right to establish and enforce rules and procedures for discipline
38 and discharge for just cause.
- 39

40 Furthermore, the exercise or non-exercise of rights hereby retained
41 by the University shall not be deemed a waiver of any such right or

1 prevent the University from exercising such rights in any way in the
2 future.

3
4 **ARTICLE 6**
5 **PRODUCTIVITY**
6

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

12
13 The Union and the University agree to jointly support training and
14 educational efforts on such topics as Diversity, Health and Safety,
15 Workplace Violence and Workplace Ethics or any other topic designed
16 to improve working conditions and the work environment.

17
18 The parties agree to meet quarterly to discuss and review issues of
19 mutual interest such as an inclement weather emergency plan.

20
21 **ARTICLE 7**
22 **NO STRIKE GUARANTEE**
23

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

33
34 In the event of any such action or interference, and on notice from the
35 University, the Union without delay shall take whatever affirmative
36 action is necessary to prevent and bring about the termination of
37 such action or interference. Such affirmative action shall include
38 the immediate disavowal and refusal to recognize any such action
39 or interference and the Union immediately shall instruct any and
40 all employees to cease their misconduct and inform them that their

1 misconduct is a violation of the Agreement subjecting them to
2 disciplinary action, including discharge.

3
4 In addition the Union shall within twenty-four (24) hours of any such
5 action or interference, deliver the following notice to the University:

6 "To all employees of the University represented by Local 158S,
7 International Union of Operating Engineers, AFL-CIO:
8 You are advised that the action against and interference with the
9 operations of Cornell University which took place (date) is
10 unauthorized by the Union and in violation of the collective
11 bargaining Agreement. You are directed to cease this action and
12 interference immediately."

13
14 An authorized official of the Union shall sign the notice.

15
16 Nothing herein shall preclude the University from seeking legal or
17 other redress of any individual who has caused damage to or loss
18 of University property or from taking disciplinary action, including
19 discharge, against any employee. Any such disciplinary action
20 taken shall not be reviewable through the grievance and arbitration
21 procedures, except for the fact question of whether the employee took
22 part in any such action or interference.

23
24 **ARTICLE 8**
25 **DISCIPLINE AND DISCHARGE**

26
27 The University retains the right to: uniformly establish, maintain and
28 amend work rules and rules governing the on-the-job conduct of its
29 employees, enforce such rules and/or discharge employees for just
30 cause.

31
32 Any employee aggrieved when the University exercises its rights
33 outlined above, shall comply with such rule, order and/or discipline and
34 shall, thereafter, pursue a grievance through the grievance procedure
35 set forth in this Agreement.

36
37 In the event that the University determines that the appropriate
38 discipline in a particular case is suspension without pay and/or
39 discharge of an employee, then the University will provide written
40 notice of such decision to the employee and Union Representative.
41 Such notice shall be mailed to the union representative within forty-

1 eight (48) hours of the notice to the employee and shall outline the
2 reasons for the disciplinary action. Discharge and suspension without
3 pay decisions may be filed directly at Step II of the grievance procedure
4 within five (5) working days from the date the employee received such
5 written notification. The parties may mutually agree to waive the Step
6 II proceeding and move the grievance immediately to Step III within
7 the time limits specified in Step II.

8
9 Any written warning that is given to an employee shall be signed by the
10 employee to acknowledge receipt. If the employee is unable to sign the
11 statement, a Union Representative shall sign on behalf of the employee.

12
13 Upon settlement of any grievance which may provide for back-
14 pay adjustment, whether settled by or before arbitration, such pay
15 adjustment shall be retroactive to no earlier than the effective date
16 of the discharge or suspension without pay and shall be reduced by
17 any and all remuneration and/or unemployment insurance received
18 elsewhere by the employee during such time.

19
20 Disciplinary warning letters shall be removed from an employee file if
21 no similar infractions occur in the 18 months following the warning.

22
23 The University shall have the discretion to immediately discharge
24 employees who commit serious offenses, without limiting the
25 University's right to determine other circumstances and/or offenses
26 which would constitute just cause for immediate discharge. The
27 following are listed by way of illustration and not limitation as offenses
28 which would warrant immediate discharge:

- 29
30 a. Sleeping on duty.
31 b. Drinking alcoholic beverages and/or taking non-prescribed
32 controlled substances during working hours.
33 c. Reporting to work under the influence of alcohol or non-prescribed
34 controlled substances.
35 d. Engaging in or threatening physical violence to a supervisor or
36 fellow employee.
37 e. Theft.
38 f. Insubordination.
39 g. Ringing another employee's clock card.
40 h. Violation of safety rules which results in danger to the employee,
41 other individuals and/or property.

ARTICLE 9
NON-DISCRIMINATION

1
2
3
4 The University and Union recognize their mutual obligations under the
5 various affirmative action and equal employment opportunity statutes
6 and regulations.

7
8 In accordance with these statutes and regulations, the University and
9 the Union agree to apply this Agreement without discrimination in
10 regard to race, color, religion, creed, national origin, sex or age, marital
11 status, disability, sexual orientation, citizenship status, protected
12 veteran status, except where sex or age is a bona fide occupational
13 qualification.

14
15 The University and the Union will exercise their respective
16 responsibility for nondiscrimination in employment rights for workers
17 with disabilities, as mandated by the Americans with Disabilities Act
18 as amended.

ARTICLE 10
SENIORITY

19
20
21
22 Plant seniority will be measured as his/her amount of cumulative
23 service in either the Central Energy Plant or the Water Filtration Plant.

24
25 The Water Filtration Plant and the Central Energy Plant shall be
26 considered as separate seniority units for the purpose of layoff, recall,
27 promotion and vacation preference.

28
29 University seniority shall be defined as the length of continuous service
30 from the date of last hire in the University and shall be utilized for such
31 purposes as set forth elsewhere in this Agreement.

32
33 Seniority shall be continued during periods of short-term disability.

34
35 Loss of Seniority

36 An employee shall lose his seniority if the employee:

- 37
38 a. Resigns or quits.
39 b. Is discharged or terminated (unless reversed through the grievance
40 or arbitration procedure).
41 c. Retires.

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

26
27 Bargaining unit employees who are promoted to supervisory positions
28 in the Water Filtration Plant or the Central Energy Plant shall be eligible
29 to return to the bargaining unit within three (3) months from the date
30 of promotion, provided such employee has not been discharged for
31 misconduct.

32

33 Probationary Employee

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

1 Probationary employees may be disciplined, laid off or terminated with
2 or without cause and without regard to the grievance and arbitration
3 procedures.

4

5 Layoff and Recall

6 In the event of layoffs, probationary employees shall be laid off first.
7 If further layoffs are necessary, the last person hired in the particular
8 classification shall be the first laid off, providing that the remaining
9 employees are qualified to perform the remaining job responsibilities
10 and work available. In the event of recall, employees shall be recalled
11 in the reverse order of layoff.

12

13 Employees who would otherwise be laid off under this procedure may
14 displace employees in other positions within the same plant, provided
15 the employee to be displaced:

16 - has less seniority;

17 - is employed in the same salary grade, or lower;

18 - is employed in a position which the employee who is about to be
19 laid off has held in the past or, in the University's judgment, has the
20 qualification to and can immediately perform the job without further
21 training; and further,

22 - provided that the employee accepts the position at the rate of pay
23 designated for that lower position.

24

25 Filling Job Vacancies

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

31

32 A "promotion" is defined as the transfer of an employee to a regular
33 opening in a classification assigned to a higher pay grade within the
34 seniority unit. A regular opening is one which is expected to continue
35 indefinitely until discontinued by the, University and shall not include
36 any opening which is limited in duration, or occasioned by absences or
37 other reasons for short duration job assignments.

38

39 It is the University's intent to follow the practice of promotion from
40 within. Whenever a promotional opportunity or the opportunity to
41 transfer to the same or lower graded position exists, the University

1 will consider the qualifications and past job performance of applicants.
2 If all factors are equal, unit seniority shall be considered first, then
3 bargaining unit seniority shall be the determining factor.

4
5 Whenever employees are promoted they will be placed at the 1-5
6 year wage rate for that grade and remain at that rate until they have
7 completed four (4) years of service in that position. Employees
8 promoted one (1) grade shall move to the third (3rd) year in the 1 - 5
9 Range of the pay scale if the employee is at the 5+ rate in the grade
10 from which they are being promoted.

11
12 Upon written request the university shall inform the union regarding
13 the status of a position if it is not to be filled in a reasonable length
14 of time.

15
16 Employees who are temporarily assigned for one day or more to a
17 higher graded position shall be paid for those days in accordance with
18 the promotion language above.

19
20 At the discretion of the university, employees shall be cross-trained
21 to fill temporary vacancies of more than 3 months in duration. Such
22 opportunities shall be posted internally prior to hiring.

23
24 After 31 days such employees shall pay agency fees to the union. The
25 duration of such temporary appointments may be extended by mutual
26 agreement. This does not apply to student hires.

27
28 Water Filter Plant Position Progression

29 The three (3) operator position descriptions are meant to be progressive.
30 a. A new operator can be hired into either Junior Operator or Operator,
31 depending on qualifications.
32 b. When the requirements of Operator are met by a Junior Operator, he/
33 she will be promoted to Operator.
34 c. When the requirements of Sr. Mechanic WFP Technician & Operator
35 are met by an Operator, he/she will be promoted to Sr. Mechanic
36 WFP Technician & Operator.

ARTICLE 11
GRIEVANCE PROCEDURE

1
2
3
4 A grievance is defined as an alleged violation of this Agreement
5 which violates the rights or privileges of an employee covered by this
6 Agreement. An employee who wishes to pursue a grievance as set
7 forth below should submit his/her complaint in writing, setting forth
8 the facts upon which the grievance is based, the specific section(s) of
9 this Agreement alleged to have been violated and remedy or correction
10 requested.

11
12 Working days, for the purpose of processing a grievance, shall be
13 defined as Monday through Friday, excluding all paid holidays.

14
15 The Union shall have the right to appoint a shop representative for
16 each plant to handle employee grievances. The Union shall notify the
17 University in writing of the appointment of the shop representatives.

18
19 Employees desirous of seeking counsel from the shop representative,
20 or any shop representative desirous of investigating an alleged
21 grievance during working hours must make prior arrangements for
22 such discussion through their immediate supervisor before leaving
23 their assigned duties. The immediate supervisor will allow reasonable
24 time for such discussion of an alleged grievance, without loss of pay,
25 at times when operational needs permit. When such time off is granted,
26 the employees involved shall punch out on their clock cards until they
27 return to work.

28
29 Initial steps and time limits in the Grievance Procedure may be waived
30 by written mutual agreement of both the University and a Union
31 representative.

32
33 If the University should fail to observe the time limits in a specific step,
34 the grievance may be appealed to the next step.

35
36 No employee shall be discriminated against or adversely treated for
37 participating in a grievance proceeding.

38
39 Step I

40 An employee who wishes to pursue a grievance must submit a
41 completed and signed grievance form to management within three

1 (3) working days from the date on which the cause of the complaint
2 occurred or from the date the aggrieved employee had reason to know
3 of its occurrence. Management will meet with the employee and/or
4 shop representative within five (5) working days from the receipt of
5 the grievance form, and will provide a response within five (5) working
6 days from the date of the Step I meeting.

7
8 Step II
9 If the immediate supervisor's answer does not resolve the grievance
10 and the employee chooses to pursue the matter further, a written
11 grievance may be appealed to the Director of Utilities or designee
12 within five (5) working days from the Step I response, setting forth
13 the facts upon which the grievance is based, the sections(s) of the
14 Agreement alleged to have been violated and the remedy or corrections
15 sought. The Director of Utilities or designee within ten (10) working
16 days from the date the grievance is appealed shall meet and discuss the
17 grievance with the employee and a Union representative. A reasonable
18 attempt will be made to hear the grievance during normal day-time
19 working hours, adjusting the time periods to hear the grievances for the
20 employee's schedule, as necessary. A written answer to the grievance
21 shall be provided to the employee and the Union representative within
22 five (5) working days after the date of the Step II meeting.

23
24 Step III
25 If the grievance is not resolved in Step II, the Union representative may
26 appeal the grievance in writing to the Director of Workforce Policy and
27 Labor Relations within five (5) consecutive working days of receipt of
28 the Step 2 answer. The appeal shall include the reason for disagreement
29 of the Step II response. The Director of Workforce Policy and Labor
30 Relations or his/her representative will meet with the Union within ten
31 (10) working days from the appeal to Step III and will provide the
32 Union with a written answer on the appeal within ten (10) working
33 days of this meeting.

34
35 Step IV
36 If the Union disagrees with the Step III answer, it may appeal the
37 grievance to arbitration by notifying the Director of Workforce Policy
38 and Labor Relations within ten (10) working days from its receipt of
39 the Step III answer. Unless a mutual agreement by the parties is made
40 to the contrary, only one grievance may be the subject of an appeal to
41 arbitration.

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

5
6 The Union shall first strike one name from the list; the University shall
7 then strike one name, and so on in succession. The person whose name
8 remains shall be the arbitrator.

9
10 When considering and rendering a decision on the grievance, the
11 arbitrator shall have no right to add to, subtract from, nullify, ignore
12 or modify any of the terms of this Agreement. The arbitrator shall
13 render his/her decision within thirty (30) days from the close of the
14 arbitration. The decision of the arbitrator shall be final and binding on
15 all involved parties.

16
17 The costs of arbitration shall be borne equally by the University and
18 Union. Each party will be responsible for the expenses of its witnesses
19 and representatives, such as lost work time and travel expenses.

20
21 **ARTICLE 12**
22 **HOURS OF WORK/OVERTIME**

23
24 The University reserves the right to establish, schedule and/or alter
25 shift operations, and all employees thereby affected shall be required
26 to work such shifts. The University shall provide employees as much
27 advance notice as practicable under existing circumstances but in
28 no event shall such notice be less than seven (7) days of any major,
29 long-term change in shift schedules it shall adopt. The University also
30 reserves the right to change the pay day.

31
32 The work week means seven (7) consecutive days beginning 12:01
33 a.m. Thursday. A work day shall be defined as the 24 consecutive hour
34 period beginning with an employee's starting time on each work day.
35 All paid absences and call-back pay shall be considered time worked
36 for the purposes of computing overtime.

37
38 All employees are to be at the place designated by their supervisors, ready
39 for work, at their starting time and remain at their work site and continue
40 working until the end of their shift in the case of maintenance workers, or
41 until relieved by the next shift worker in the case of shift personnel.

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

2

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

8

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

12

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

18

19 Training and Meetings

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

23

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

26

27 1) Payment of Travel Time for Required Training

28

29 Single Travel Day:

30 If an employee is required to travel to another location for mandatory
31 training and return home in the same work day, the travel time to and
32 from the other location will be paid as straight time. Any meal breaks
33 taken during this time are unpaid. In the event employees travel in
34 one vehicle, all employees will be paid straight time pay for the hours
35 spent traveling. The time the employee is actually traveling will not be
36 considered in overtime calculations and will be paid as straight time,
37 unless total hours at the end of the pay week exceed 40.

38

39 Travel Away from Home including an Overnight Stay:

40 If an employee is required to travel to another location for mandatory
41 training and is required to stay overnight, the employee will be paid

1 for the travel time to and from the other location. (Any hours spent
2 at the mandatory training will be hours worked, this does not include
3 meals, optional social or related activities to the training). The time
4 the employee is actually traveling will not be considered in overtime
5 calculations and will be paid as straight time, unless total hours at the
6 end of the pay week exceed 40.

7
8 Travel Away from Home with Required Travel on a Non-Work Day:
9 If an employee is required to travel to another location for mandatory
10 training on a non-regular work day, the employee will be paid straight
11 time for the travel to and from the other location. (Any hours spent
12 at the mandatory training will be hours worked, this does not include
13 meals, optional social or related activities to the training). The time
14 the employee is actually traveling will not be considered in overtime
15 calculations and will be paid as straight time, unless total hours at the
16 end of the pay week exceed 40.

17
18 2) Payment of Travel Time for Optional Training
19 Throughout the year, the management may encourage staff to attend
20 off-site training events that are beneficial to the utility operations and/
21 or an individual's personal growth. Such events will be characterized
22 as "optional," and participation will be at the staff member's discretion.
23 Cornell Policy 6.7.13 will be used to determine travel time as time
24 worked for all optional training. For these purposes, normal working
25 hours will be considered 6am to 6pm, all days of the week.

26
27 Schedules

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

33
34 Lunch periods shall be unpaid and the time and duration of the lunch
35 period will be scheduled by the supervisors. Employees who are not
36 given time off from work for lunch periods will be permitted to lunch
37 during working hours provided such lunching does not interfere with
38 work or the orderly and efficient operation of the University. In the
39 event an employee is required to work twelve (12) consecutive hours,
40 time for a meal will be permitted in the same manner allowed above
41 for the lunch breaks.

1 Only time actually worked over eight (8) hours per day or night, or
2 forty (40) hours per week shall be considered overtime and is to be
3 paid for at the rate of one and one-half (1-1/2) times the employee's
4 regular rate of pay.

5
6 There is no weekend premium pay. Only hours worked beyond the
7 normal eight (8) hour work day will be paid at one and one-half (1-1/2)
8 times the employee's regular rate of pay, regardless of the days the
9 hours are worked.

10
11 10-Hour Schedule:

12 A four (4) day, 10-hour schedule option is available with Cornell
13 management's approval, subject to the following: That the schedule
14 does not create undue hardships in maintenance or operations routines,
15 unusual overtime expenditures, scheduling difficulties, reduced
16 employee effectiveness, or any unforeseen problems. Cornell reserves
17 the right to revert to other schedules and contract language at any
18 time should management feel the current schedule is failing to meet
19 the objectives of the preceding sentence. Cornell management shall
20 determine which employees will be able to work this schedule based
21 on the operational requirements. A normal schedule of work for a full-
22 time employee shall be ten (10) hours per day or night.

23
24 12-Hour Schedule:

25 A twelve (12) hour shift schedule is available, subject to the following:
26 That the schedule does not create undue hardship in locating relief
27 personnel, unusual overtime expenditures, scheduling difficulties, or
28 reduced employee effectiveness. Cornell reserves the right to revert
29 to the other schedules and contract language at any time should
30 management feel the current schedule is failing to meet the objectives
31 of the proceeding sentence. A normal schedule of work for a full-time
32 employee shall be twelve (12) hours per day or night.

33
34 Only time actually worked over twelve (12) hours per day or night,
35 or forty (40) hours per week shall be considered overtime and is to be
36 paid for at the rate of one and one-half (1-1/2) times the employee's
37 regular rate of pay.

38
39 It is the intent of management to limit the hours worked per shift to
40 twelve (12) hours as much as possible. In the event of unscheduled
41 absences, operators may occasionally work up to 14 hours to cover

1 these types of absences. Occasionally is defined as a total of no more
2 than 2 shift extensions per workweek. This may not occur for the same
3 person on successive shifts.

4
5 The maximum number of successive twelve (12) hour shifts worked
6 may not exceed 5.

7
8 The maximum number of successive days worked without 24 hours off
9 is 7. This assumes some shorter shifts are worked to provide coverage.
10 Any Operator working a twelve (12) hour schedule during his or
11 her regular thirtysix (36) hour work-week will be paid overtime
12 for hours worked over thirty-six (36) hours. This shall not apply to
13 relief operators except when a relief operator works two (2) or more
14 consecutive regularly scheduled work-weeks as an operator.

15
16 13.33-Hour Schedule:

17 A thirteen and one-third (13.33) hour shift schedule is available, subject
18 to the following: That the schedule does not create undue hardship in
19 locating relief personnel, unusual overtime expenditures, scheduling
20 difficulties, or reduced employee effectiveness. Cornell reserves the
21 right to revert to other schedules and contract language at any time
22 should management feel the current schedule is failing to meet the
23 objectives of the preceding sentence. A normal schedule of work for
24 a full-time employee shall be thirteen and one-third (13.33) hours per
25 day or night.

26
27 Only time actually worked over forty (40) hours per week shall be
28 considered overtime and is to be paid for at the rate of one and one-half
29 (1-1/2) times the employee's regular rate of pay.

30
31 It is the intent of management to limit the hours worked per shift to
32 thirteen and one-third (13.33) hours as much as possible. In the event
33 of unscheduled absences, operators may occasionally work up to 17.33
34 hours to cover these types of absences. Occasionally is defined as a
35 total of no more than 2 shift extensions per workweek. This may not
36 occur for the same person on successive shifts.

37
38 The maximum number of successive 13.33-hour shifts worked may
39 not exceed 5. Operators working a 13.33-hour shift shall work no more
40 than 17.33 consecutive hours, unless emergency conditions exist.

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

3
4 Standby Coverage at the Water Filter Plant

- 5 1. During periods when the Water Filtration Plant is not producing
6 water and is not staffed, personnel will be available to respond to
7 call-ins. Examples of calls include, but are not limited to, low tank
8 levels, low pressures and flood alarms.
- 9
- 10 2. Standby is scheduled and includes one hour availability prior to
11 standby duty. The schedule and/or assignments may be modified as
12 business needs change.
- 13 1. The scheduled person is expected to be available for coverage if
14 needed, including the hour prior to the beginning of the
15 standby coverage.
- 16 2. If a standby person is unable to cover the standby period,
17 arrangements must be made to have an alternate standby person.
18 Standby designee will work with or inform the Plant Manager
19 about alternate standby coverage.
- 20 3. The Plant Manager will contact the standby person if needed.
- 21 a. If called in to work prior to 4 hours of the beginning of the
22 regularly scheduled shift, 4 hours of OT will be given and
23 either the regular shift shortened or additional OT granted
24 to complete the shift. The employee will have the right to
25 complete his/her regularly scheduled shift.
- 26 b. If called in to work within 4 hours of the beginning of the
27 regularly scheduled shift, either the regular shift will be
28 shortened or OT will be granted to complete the shift. The
29 employee will have the right to complete his/her regularly
30 scheduled shift.
- 31 c. If unable to respond when called, standby pay for the
32 assignment will be forfeited.

33
34 Scheduling of Coverage for Unscheduled Absences at the CEP

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

- 37
- 38 1. The intent is for the operators who regularly work a rotating shift
39 schedule to handle the majority of the unscheduled absences for
40 their job classification.

- 1 2. In general, for night shifts and weekends, those who are off will split
2 the absence. In some cases the available persons who can cover are
3 two operators, and in others, those available are an operator and a
4 relief operator.
5
- 6 3. If one or the other of the available persons in item 2 cannot cover the
7 absence, then the remaining person will be offered the whole shift.
8
- 9 4. If neither of the available persons is available, then reliefs will be
10 contacted.
11
- 12 5. Relief operators will cover unscheduled absences during weekday
13 day shifts. If they are not available or if business needs dictate,
14 operators will sometimes be used to fill these absences.
15
- 16 6. As a last resort, we will fill vacancies with others that are in a higher
17 classification.
18

19 Scheduling of Coverage for Scheduled Absences at the CEP

20 The method of providing coverage for scheduled absences is defined
21 as follows:
22

- 23 1. Staff will first be scheduled to avoid overtime. This means that in
24 general, relief operators will cover scheduled vacancies.
25
- 26 2. Absences that require overtime will be worked according to the
27 overtime balancing list and the work length limitations.
28
- 29 3. If a relief operator works a 12-hour shift or shifts and it results in
30 completing a 40 hour work week part way through a normally
31 scheduled maintenance shift, the relief operator may request to
32 work the remainder of the day, or other overtime in the work week,
33 to avoid the inconvenience of coming into work for a short day. It
34 is management's intention to accommodate these requests most of
35 the time. It may be necessary to deny these requests for legitimate
36 business needs should these change in the future. As is presently
37 the case, management may require the relief operator to work the
38 overtime if needed.

1 Relief Operators

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

9
10 **ARTICLE 13**
11 **RELIEF WORK PAY**

12
13 Operators designated as relief personnel shall be required to be
14 available upon request for both scheduled and unscheduled relief of
15 regularly assigned operators. If the Relief Operator is required to work
16 as an Operator on a weekend, when he/she was not scheduled to work,
17 he/she may work the remainder of his/her regular scheduled work-
18 week or he/she may, with the permission of the supervisor, request
19 to take compensatory time within the same work week as defined in
20 Article XII. If a relief operator has received less than 48 hours' notice,
21 other than in an emergency situation, he/she has the option of overtime
22 or compensatory time within the same work-week. When the Relief
23 Operator is required, by emergency or schedule, to work a relief shift in
24 the same work-day as his/her normal Monday to Friday schedule, he/
25 she will be excused from his/her regular shift unless otherwise required
26 by the supervisor. When the Relief Operator is required to work an
27 emergency relief shift in the same work-day as his/her normal Monday
28 to Friday schedule and does not work forty (40) hours in that same
29 work-week he/she shall suffer no loss of accruals for that work-week.

30
31 Relief Operators scheduled to work on a weekend shift will have the
32 right to work another day on his or her regular day shift not to exceed
33 six (6) total days in a work-week. A work-day is defined as eight (8)
34 hours.

35
36 Water Filtration Plant Relief Operators

37 This would add an understanding of how we would administer the
38 contract as it applies to relief operators. For scheduled relief, relief
39 operators would be the same as the plant operator and fall under
40 these understandings for purposes of hours of work, overtime, and
41 inconvenience pay. All other terms of sick leave accruals, vacation and

1 sick leave vacation accruals and use and holidays, etc. would be as
2 defined in the general contract for all employees on the standard 8 hour
3 schedule.

4
5 In the event a relief operator is called back after a scheduled day shift
6 worked, to serve on an evening shift, the hours over 8 in a day would be
7 subject to overtime payment. A day is defined, in this instance, as from
8 midnight to midnight. (Therefore, a relief operator called back after a
9 day shift to begin work at 7:00 p.m. for the evening shift, would receive
10 five hours at overtime and then 7 hours the next day at straight time.) In
11 the situation when the relief operator must return for the evening shift
12 of that second day, and any consecutive subsequent days, the 12 hour
13 straight time rules will apply.

14
15 **ARTICLE 14**
16 **OVERTIME DISTRIBUTION**

17 The University reserves the right to require employees to work overtime
18 as may be necessary to meet the University's operating requirements.

19
20 It is the intent of the University that every reasonable attempt shall
21 be made to schedule overtime as equitably as practicable among
22 employees of the same job classification at each plant. However,
23 when overtime not scheduled in advance is required, it shall not be
24 necessary to call in the low person on the "overtime balancing list",
25 rather employees already at work may be utilized.

26
27 It is the intent of the University to assign scheduled overtime to the
28 employee with the least amount of accumulated hours within the job
29 classification required by the University for the scheduled overtime
30 work. However, the University may deviate from assigning the low
31 person whenever such employees are within a twenty-five (25) hour
32 spread. The University will review with the shop representative when
33 employees have been scheduled to work overtime, if those employees
34 scheduled, are not within twenty-five (25) accumulated overtime hours
35 of the low employee within the same job classification.

36
37 Whenever possible the University shall post at each plant before
38 3:00 P.M. on Wednesday, the scheduled overtime for the following
39 calendar week. Employees who wish to be excused from the scheduled
40 overtime must make such request to their supervisor before the end of
41 their Thursday shift. Any employee so excused shall be charged on the

1 “overtime balancing list” those hours the employee would have been
2 paid for working the overtime. Any employee who has agreed to work
3 and fails to work shall, in addition to any discipline enforced by the
4 University for such offense, be charged on the “overtime balancing
5 list” double the number of overtime hours he/she had been scheduled
6 to work, except if the employee notifies the supervisor in advance
7 of the scheduled overtime of his/her inability to work because of
8 an emergency. He/she shall only be charged the hours he/she would
9 otherwise have been paid for working the scheduled overtime.

10

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

14

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

17

18 The balancing of overtime hours among employees whose overtime
19 is balanced shall be from January 1 to December 31 of each year. On
20 January 1, all employees within twenty-five (25) hours of the lowest
21 employee credited with overtime hours within each classification
22 shall have their overtime hours adjusted to zero. Employees within
23 each classification who have been credited with over twentyfive
24 (25) overtime hours more than the lowest employee within such
25 classification shall have twenty-five (25) hours subtracted from their
26 overtime total and be credited with the remaining total of overtime
27 hours.

**ARTICLE 15
WAGES**

Central Energy Plant Employees Wage Schedule						
		3/15/19- 3/14/20	3/15/20- 3/14/21	3/15/21- 3/14/22	3/15/22- 3/14/23	3/15/23- 3/14/24
Grade 1	0-1 year	21.12	21.70	22.29	22.96	23.65
Grade 2	0-1 year	21.86	22.46	23.08	23.77	24.49
	1-5	24.45	25.12	25.81	26.58	27.38
	5+	25.38	26.08	26.79	27.60	28.43
Grade 3	0-1	23.18	23.81	24.47	25.20	25.96
	1-5	25.86	26.57	27.30	28.12	28.97
	5+	26.92	27.66	28.42	29.27	30.15
Grade 4	0-1	26.01	26.73	27.46	28.29	29.14
	1-5	27.89	28.66	29.45	30.33	31.24
	5+	28.79	29.58	30.40	31.31	32.25
Grade 5	0-1	27.10	27.85	28.61	29.47	30.35
	1-5	30.02	30.85	31.70	32.65	33.63
	5+	31.09	31.94	32.82	33.81	34.82
Grade 6	0-1	29.89	30.71	31.56	32.50	33.48
	1-5	34.55	35.50	36.48	37.57	38.70
	5+	35.60	36.58	37.58	38.71	39.87
Grade 7	0-1	32.56	33.46	34.38	35.41	36.47
	1-5	35.93	36.91	37.93	39.07	40.24
	5+	37.19	38.21	39.26	40.44	41.65
Grade 8	0-1	34.15	35.09	36.06	37.14	38.25
	1-5	37.67	38.70	39.77	40.96	42.19
	5+	39.00	40.07	41.18	42.41	43.68

For CEP only:

For training purposes, a Boiler Operator (Grade 5) assigned by their supervisor to temporarily work as a Sr. Plant Operator will be paid at the Grade 7 wage rate for all hours of the assignment.

Assistant Boiler Operators who are temporarily assigned for four hours or more to a higher graded position in the summer months shall be paid for those hours in accordance with the promotion language.

The parties agree that the University may temporarily assign an Assistant Boiler Operator Grade 2 to perform a variety of duties

1 including those typically assigned to a Boiler Operator/Relief. This
 2 will normally begin with the steam shut down near the end of May and
 3 end in early September. It is the intent of the University to provide this
 4 opportunity to all Assistant Boiler Operators. However, the University
 5 will determine the actual duration and the number of employees
 6 assigned to this temporary duty according to its business needs.

7
 8 During the time he/she is assigned to this temporary duty, an Assistant
 9 Boiler Operator Grade 2 shall be paid at a rate equal to a Grade 5 0-1
 10 Year.

11
 12 In the event there is insufficient work for all the Assistant Boiler
 13 Operators to be temporarily assigned, every effort will be made to
 14 distribute the time equitably assuming all employees have the skills
 15 necessary to perform the temporary assignment.

16
 17 Water Filter Plant Employees

18
 19

Water Filter Plant Employees Wage Schedule						
		3/15/19- 3/14/20	3/15/20- 3/14/21	3/15/21- 3/14/22	3/15/22- 3/14/23	3/15/23- 3/14/24
Grade 5	0-1	26.08	26.79	27.53	28.36	29.21
	1-5	29.00	29.79	30.61	31.53	32.48
	5+	30.06	30.89	31.74	32.69	33.67
Grade 6	0-1	28.86	29.66	30.47	31.39	32.33
	1-5	33.53	34.45	35.40	36.46	37.55
	5+	34.57	35.52	36.50	37.60	38.72
Grade 7	0-1	31.54	32.41	33.30	34.30	35.33
	1-5	34.90	35.86	36.85	37.95	39.09
	5+	36.16	37.16	38.18	39.32	40.50
Grade 8	0-1	33.12	34.03	34.96	36.01	37.09
	1-5	36.64	37.65	38.69	39.85	41.04
	5+	37.97	39.01	40.08	41.29	42.52

20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35 Standby pay for eligible Water Filter Plant employees shall be \$3.00
 36 per hour.

1 Adjustments for Years of Service for Central Energy Plant and Water
2 Filter Plant Employees

3
4 All adjustments for years of service shall be effective on the first pay
5 period after the employee's anniversary date.

6
7 Employees formally assigned by management to a lead person role
8 shall receive an additional five percent (5%) of base pay for the
9 duration of the assignment.

10
11 **ARTICLE 16**
12 **INCONVENIENCE PAY**
13

14 All employees who are regularly scheduled to work during the hours
15 outlined according to the chart below shall be eligible to receive
16 inconvenience pay in addition to their regular straight time rates.

17
18 All Shifts

19

<u>Shift</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>
20 6 a.m.–6 p.m.	0	0	0	0	0	\$1.30	\$1.30
21 6 p.m.–6 a.m.	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30	\$2.15	\$2.15

22
23

24 **ARTICLE 17**
25 **PAID VACATIONS**

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

28

<u>Years of</u>	<u>Vacation Earned</u>
<u>Service Completed</u>	<u>Per Year</u>
29 Up to 5 years	2 weeks (80 hours)
30 6-9 years	3 weeks (120 hours)
31 10 years	3 weeks + 1 day/yr.
32 11 years	3 weeks + 2 days/yr
33 12 years	3 weeks + 3 days/yr
34 13 years	3 weeks + 4 days/yr
35 14 years	4 weeks (160 hours)

36
37
38

39 Vacations cannot be taken before they are earned. Employees may
40 carry over any unused portion of their vacation into the next year,
41 but vacations cannot be accrued beyond two times the employee's

1 annual accrual rate up to a maximum of three hundred and twenty
2 (320) hours. Vacation-eligible staff may accrue in excess of their
3 maximum. On October 15, leave balances that exceed the maximum
4 will automatically be adjusted to the appropriate maximum.

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

10

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

16

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

20

21 If a staff member is on a paid family or medical leave (including
22 through the use of accruals), vacation and sick leave accruals will
23 stop on the first day of the leave after any applicable waiting period
24 is satisfied. Accruals will begin again once the staff member returns to
25 active service. Vacation time will not accrue during an approved leave
26 of the absence without pay or layoff.

27

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

30

31 If a University designated holiday falls within an employee's vacation,
32 he will be paid his base rate for the holiday and will not be charged
33 for the vacation. When an employee terminates or retires, he shall be
34 paid for any unused vacation but will not be paid for the University
35 designated holidays which may fall within the terminal vacation period.

36

37 Except as otherwise set forth in this Agreement, vacation time may not
38 be substituted for sick leave.

1 Employees may request one week up to 40 hours of unpaid vacation
2 per year to be taken in one continuous block of time subject to
3 management approval.

4
5 When an employee takes a day of vacation the number of hours used
6 will be equal to the number of hours that employee was scheduled to
7 work that day.

8
9 Cornell's intent in this schedule would be to urge vacation to be
10 taken on day shift to minimize scheduling problems, inconvenience
11 difficulties and to minimize unnecessary overtime for replacements.

12
13 **ARTICLE 18**
14 **PAID HOLIDAYS**

15 The University agrees that regular, full-time workers employed
16 under this Agreement are entitled to the following paid holidays, as
17 celebrated by the University:

- 18
19 Martin Luther King Jr. Day
20 Memorial Day
21 Independence Day
22 Labor Day
23 Thanksgiving Day, and the day after
24 Winter holiday period

25
26 Pay for Holidays Not Worked

27 Regular full time employees who are not scheduled to work on
28 a holiday will be paid for holidays at their base rate of pay times 8
29 hours. Should the employee anticipate not accruing 40 hours during
30 a week that includes a holiday, the employee may elect to not be paid
31 for the full 40 hours, use vacation time, compensatory time, personal
32 time, or may work extra hours in the same work week (at straight time
33 rate) at the discretion of management to ensure 40 hours of pay. In
34 the case where a holiday falls on a regularly scheduled work day and
35 the employee is not required to work, the employee's schedule will be
36 modified so that overtime will not occur.

37
38 Pay for Holidays Worked

39 Employees who are required to work on a University holiday will
40 receive pay at time and one-half their base rate of pay (premium pay)

1 plus shift differential, if applicable, for hours actually worked on that
2 holiday plus holiday pay at the employee's base rate for that day for
3 hours actually worked on that holiday.

4
5 The pay received for working on the holiday and holiday premium
6 pay is not to be considered for the purposes of calculating overtime.
7 The hours actually worked on the holiday are the only hours to be
8 considered for overtime purposes.

9
10 Compensatory Time for Holidays Worked

11 An employee wishing to use compensatory time off in lieu of the
12 holiday pay received for working on the holiday shall submit a
13 written request covering the pay period of the holiday. Request for
14 compensatory time may be granted or denied at the discretion of the
15 supervisor in keeping with operational needs. Compensatory time off
16 for the holiday pay shall be equal to up to hours actually worked on
17 that holiday.

18
19 Compensatory Time for Holidays on Regularly Scheduled Days Off

20 Employees shall be paid for 8 hours for each holiday or may take
21 compensatory time up to eight (8) hours for holidays that fall on their
22 regularly scheduled days off.

23
24 Compensatory Time Usage and Payments

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

30
31 Eligibility

32 Employees are eligible for holiday pay provided employees work
33 their scheduled work shift immediately preceding and succeeding the
34 holiday. Failure to work scheduled work shifts before and after the
35 holiday and failure to work on the holiday when scheduled to do so,
36 shall be excused where due to, but not limited to, bona fide illness,
37 death in the immediate family or other justifiable reasons acceptable to
38 the employer such as when an employee is on workers' compensation
39 or disability.

1 In the event that December 25th, January 1st and/or July 4th fall on
2 a weekend day and the University decides to pay non-exempt non-
3 bargaining unit staff time and one-half for all hours actually worked
4 on those days, employees covered by this agreement will be included.
5 In the event the University decides to pay non-exempt non-bargaining
6 unit staff who are regularly required to work weekends during the
7 winter holiday period premium pay for all hours worked on Saturday
8 and/or Sunday, employees covered by this agreement will be included,
9 in accordance with university policy or procedures for such payment.

10
11 **ARTICLE 19**
12 **SICK LEAVE**

13 Sick Leave

14 Cornell University agrees to provide sick leave to the employees
15 covered under this Agreement in the event that a bona fide employee
16 illness necessitates that the employee be absent from work.

17
18 It is not the intent of this clause to provide a leave of absence for any
19 reason other than employee illness. Abuse of sick leave shall result in
20 the employee being subject to disciplinary action including termination.

21
22 Sick leave accrual is based on the number of standard straight time
23 hours paid an employee during a pay period times a factor of .04615.
24 Sick leave accrual begins immediately upon employment. Sick leave
25 may accrue to the maximum of 720 hours (i.e., 90, 8 hour days). Sick
26 leave may not be taken before it is accrued.

27
28 Each sick leave absence will be debited on the basis of hours absent
29 from the scheduled shift, to a maximum of the length of the employee's
30 scheduled shift.

31
32 If a staff member is on a paid family or medical leave (including
33 through the use of accruals), vacation and sick leave accruals will
34 stop on the first day of the leave after any applicable waiting period
35 is satisfied. Accruals will begin again once the staff member returns to
36 active service. Employees shall call in to the plant at least one (1) hour
37 before the start of their scheduled shift, so as to inform the supervisor
38 of their illness. In the event that the supervisor is not at the plant, the
39 employee will leave word where he/she may be reached if different

1 from the number that is available. Whenever possible employees shall
2 call in to the plant at least four (4) hours before the start of their shift in
3 order to inform supervision.

4
5 Employees will be required to submit written documentation of their
6 illness, signed by their personal physician, for any sick leave which
7 extends beyond five (5) working days (maximum of 40 hours).
8 Documentation for any sick leave absence may be required by the
9 employee's supervisor, where there is evidence that the employee is
10 abusing his/her sick leave privilege.

11
12 Employees returning to work may be required to have a physical
13 examination by the University physician.

14
15 Disability Pay Out – An employee on disability will revert to an 8 hour,
16 5 day per week pay schedule for the duration of the disability and may
17 use sick leave and vacation benefits to supplement disability payments
18 at the rate of 4 hours per day.

19
20 Health Care Leave

21 Up to a maximum of 24 hours of accumulated sick leave may be taken
22 within each contract year in the event that an employee's full attention
23 is necessary to care for a member of the immediate family, a dependent,
24 or a member of the immediate household. Regular part-time employees
25 may take the prorated equivalent. Health care leave that is not used by
26 the end of the contract year will remain as unused sick leave.

27
28 Where health care leave is used for an emergency, the employee's
29 supervisor must be notified as soon as possible. Health care leave for
30 purposes other than an emergency requires advance permission of the
31 employee's supervisor.

32
33 Supervisors may require verification of the health care or emergency
34 causing an employee to request use of this leave time.

35
36 Personal Leave

37 Up to a maximum of 24 hours of accrued sick leave may be taken for
38 personal business reasons or emergencies within each contract year.
39 Employee with twenty (20) or more years of service may take up to

1 forty (40) hours of personal leave. Personal leave that is not used by the
2 end of the contract year will remain as unused sick leave.

3
4 When personal leave is used for an emergency, the employee must
5 notify his/her supervisor as soon as possible. Personal leave for
6 purposes other than an emergency must be approved by the employee's
7 supervisor in advance. Such uses shall be limited to the need to conduct
8 business that must be scheduled during normal working hours.

9
10 Supervisors may require verification of the personal business or
11 emergency causing the employee to request or use personal leave.

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

17
18 **ARTICLE 20**
19 **OTHER BENEFITS**

20
21 The University and Union agree that, during the term of this
22 Agreement, the University will automatically extend to employees
23 covered by the Agreement any adjustments or any new benefits made
24 by the University in the benefit programs listed below which it might
25 make for University employees not covered by a collective bargaining
26 Agreement. In the event of such changes, the University will notify the
27 Union of such changes prior to their implementation.

28
29 The following benefits will be extended to all University employees and
30 shall include any adjustments made during the term of the Agreement:

- 31
32 Group Life Insurance
33 Accidental Death and Dismemberment
34 Cornell University Retirement Plan
35 Cornell University Tax Deferred Annuity Plan
36 Cornell Children's Tuition Scholarship
37 Cornell Short-Term Disability Plan
38 Cornell Long-Term Disability Plan
39 Cornell Worker's Compensation Plan
40 Cornell Health Care Plan

- 1 Prescription Drug Plan
- 2 Employee Tuition and Training Program
- 3 Sick Leave Conversion for Post-Retirement
- 4 Select Benefits Program
- 5 Direct Deposit
- 6 Faculty and Staff Assistance Program
- 7 Holidays
- 8 Sick Leave
- 9 Funeral Leave
- 10 Family and Medical Leave Act
- 11 Emergency Responder Leave
- 12 Spot Recognition Program
- 13

**ARTICLE 21
INCLEMENT WEATHER**

16
17 The operations of the Water Filtration Plant and Central Energy Plant
18 are continuous and do not cease regardless of weather conditions.
19 From time to time the University Administration or designee may
20 make announcements concerning the effect of weather conditions
21 on the Department. Employees are expected to report to work as
22 scheduled unless they have been notified to the contrary in advance
23 by their supervisor.

24
25 Should conditions exist that cause the University Administration to
26 announce that the University is closed, employees should report as
27 scheduled. Employees who work during the closure will receive time
28 and one-half (1-1/2) their regular rate of pay; those employees unable
29 to report as scheduled will receive their regular pay. Those employees
30 on approved scheduled vacation or sick leave will be charged vacation
31 or sick leave time regardless of the weather conditions or a University
32 closing.

33
34 When the University remains open, employees unable to reach work
35 due to inclement weather conditions must notify their supervisor as
36 early as possible after determining they will not be able to report
37 as scheduled. Employees unable to report, who have notified their
38 supervisors, may elect to be paid, other than sick leave and family
39 health care, from accrued paid leave or be excused without pay.

1
2 Employees required to work overtime in place of employees unable to
3 reach work, under conditions when the University is officially closed,
4 will not be charged for these hours of overtime accumulation for
5 purposes of overtime distribution.

6
7 **ARTICLE 22**
8 **LEAVES WITHOUT PAY**
9

10 Regular full-time employees with at least one year continuous service
11 may take a leave without pay upon the prior written approval of the
12 Director of Utilities and the Facilities Human Resources.

13
14 Leaves of absence are normally granted for periods of one (1), two
15 (2), or three (3) months. Leaves may be renewed for three (3) month
16 extensions, but in no case will a leave be granted for a total period
17 greater than twelve (12) months.

18
19 Employees who request a leave of absence and subsequently begin
20 employment elsewhere shall be terminated from their University
21 employment.

22
23 An employee returning from a leave of absence may be required to
24 furnish a physician's statement attesting to the employee's fitness to
25 return to work and satisfactorily function in his job.

26
27 Leaves of absence, except military leaves, will be granted with the
28 understanding that the employee will have first consideration for
29 employment when the employee is ready to return to work. There
30 is no assurance, however, that the employee will be reinstated in an
31 employee's former position unless a specific written arrangement has
32 been made with the department at the time the leave is granted.

33
34 **ARTICLE 23**
35 **MILITARY TRAINING LEAVE**
36

37 Employees who are members of the National Guard or U.S. Military
38 Reserve Units will be granted leave with pay for training periods of
39 more than seven (7) days but less than thirty (30) calendar days in
40 duration once a year. Vacation or personal leave may be used for any

1 military training in excess of thirty (30) days subject to the approval of
2 their supervisor and the Director of Utilities.

3
4 Employees shall provide written documentation at least two (2) weeks
5 in advance of the scheduled training, specifying the reason and duration
6 of the military leave. Employees scheduled to work on weekends shall
7 be rescheduled if 2 weeks advanced notice is given for such request.

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

10
11 **ARTICLE 24**
12 **VOTING TIME**
13

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

18
19 Authorization to take voting time off shall be granted by the employee's
20 supervisor.

21
22 **ARTICLE 25**
23 **JURY DUTY**

24 Employees who are unable to work a full shift as scheduled because
25 they are subpoenaed to serve as jurors shall suffer no loss of regular pay.
26 Employees who serve as jurors or are subpoenaed to serve as witnesses
27 on days on which they would otherwise be scheduled for work shall
28 be paid their regular straight time hourly rate for the duration of their
29 regularly scheduled shift (8, 10, or 12 or 13.33 hours.)

30
31 To be eligible for employer's payments, the employee must present
32 a statement from an officer of the court indicating the date and time
33 served.

34
35 When the employee provides the University with at least one (1) week
36 advance notice the subpoenaed employee shall be scheduled for the
37 day shift during the period which the employee is subpoenaed. The
38 University reserves the right to adjust work schedules to accommodate
39 plant operations.

1
2 Employees released from jury duty on or before 12:00 noon are
3 expected to return to work as promptly as possible but in no case more
4 than two (2) hours after their release from court.

5
6 **ARTICLE 26**
7 **SAFETY EQUIPMENT**
8

9 Failure of an employee to wear safety shoes or any other required
10 safety apparel or devices shall be handled in accordance with the
11 Discipline and Discharge Article.

12
13 Employees shall be eligible once each contract year to receive, upon
14 proof of purchase an amount equal to the purchase of one pair of
15 safety shoes or boots up to a maximum cost of \$200 for the life of the
16 agreement.

17
18 In keeping with the practice of the other plants, Water Filtration Plant
19 operators will be provided uniforms.

20
21 **ARTICLE 27**
22 **FUNERAL LEAVE**

23 Regular full-time employees shall receive a maximum of three (3) days
24 (maximum 24 hours) leave with pay to attend the funeral when a death
25 occurs in the employee's immediate family, which shall include only
26 the following: spouse, father, mother, child, brother, sister, mother-
27 in-law, father-in-law, brother-in-law, sister-in-law, grandparent,
28 grandchild. Children shall include biological, adopted, step or foster
29 in the same household.

30
31 The employee will be excused from work to attend the funeral and
32 make other necessary arrangements without loss of pay from the
33 day of death through the day after the funeral, but not more than a
34 total of three (3) days (maximum 24 hours). Three days paid leave
35 for employees shall be interpreted as up to three calendar days with a
36 maximum of twenty-four (24) hours on an eight (8) hour per day basis.
37 An employee may elect to fill out the balance of the normal three-day
38 schedule as vacation or personal leave if desired.

1
2 Employees shall notify their supervisors prior to taking time off and
3 will receive their regular pay for those days that they were actually
4 scheduled to work.

5
6 In the event of the death of an employee's spouse or children an
7 employee may be allowed additional days as needed. Pay for these
8 additional days shall be charged against accrued paid leave.

9
10 For the funeral of other relatives, fellow employee in the immediate
11 work unit (including spouse and child of the fellow employee), or
12 services as a pall bearer, an employee may be released from work with
13 pay for a maximum of one-half (1/2) day for a local funeral, and one
14 (1) day when the employee would have to drive twenty-five (25) miles
15 or more from the university to attend the funeral.

16
17 **ARTICLE 28**
18 **VOLUNTEER FIREFIGHTERS**

19
20 The operations of the Central Energy Plant and Water Filtration
21 Plants are vital life support services to the University. Under no
22 circumstances are employees covered by this Agreement to leave
23 their plant to fight a fire during their scheduled shift without the prior
24 approval of their supervisor. All personnel are expected to arrive, ready
25 to work, as scheduled, unless the absence is approved in advance by
26 their supervisor. An employee at the scene of an active fire at the start
27 of the employee's shift will make all reasonable attempts to notify
28 the supervisor. Employees who are permitted time off for volunteer
29 firefighting will have the time charged against accrued vacation,
30 or taken at no pay. With the approval of the supervisor, volunteers
31 may switch shifts with other operations personnel. The overtime
32 reimbursement rules for shift switching will apply.

33
34 **ARTICLE 29**
35 **TRANSPORTATION ALLOWANCE**

36
37 Employees who regularly use their private vehicles for service calls
38 shall be reimbursed \$116.21 per pay period for the life of the agreement.

1 Employees who are absent more than 5 consecutive working days will
2 not be paid the car allowance for the period of absence. The university
3 reserves the right to develop and implement alternate means of
4 transportation.

5
6 **ARTICLE 30**
7 **PLANT CLOSINGS**

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

15
16 **ARTICLE 31**
17 **SEPARABILITY**

18
19 If any provision of this Agreement, or any supplement thereto, is found
20 invalid by operation of law or by any board or court of competent
21 jurisdiction, or if compliance with or enforcement of any provision
22 should be permanently restrained by any such court, the remainder
23 of this Agreement, and any supplements thereto, shall remain in full
24 force and effect, and the Employer and the Union, at the request of
25 either party, shall enter into negotiations for the purpose of arriving at
26 a mutually satisfactory replacement for such provision or supplement.

27
28 **ARTICLE 32**
29 **RECLASSIFICATION**

30
31 When an employee or group of employees, request a job reclassification
32 review, the employee(s) shall provide in writing the reason for the
33 review to the department. The Union may assist the employee(s) in any
34 stage of this process. The department shall review such request and
35 develop in conjunction with the employee(s) a revised job description
36 if appropriate. Reasonable effort will be made to complete this process
37 within sixty (60) days. The department shall forward the request to
38 Facilities Human Resources within two (2) weeks of the completion
39 of the job description. Facilities Human Resources will conduct a fair
40 and objective review. Employee(s) input shall be sought when

1 appropriate. The employee(s) shall be notified of the results of the
2 review within six (6) months from the initial request.

3
4 For positions which are reclassified, the employees' pay shall be
5 retroactive to the beginning of the pay period following receipt of
6 the request by Facilities Human Resources and in no event more than
7 sixty (60) days after the department's receipt of the employee's written
8 request.

9
10 If the employee(s) wishes to appeal the results of the decision the
11 employee(s) may forward an appeal of such decision with written
12 justification through his or her department to Division of Human
13 Resources. Such appeal shall be processed in accordance with the
14 established Compensation appeals procedure. It is understood that
15 when an existing job is reclassified, the employee(s) holding that
16 position shall remain in that revised position. Reviews may not be
17 requested more than once a year unless job duties or responsibilities
18 have changed. The decision at Step III is final subject only to the
19 Union's right to submit the requested reclassification to federal
20 mediation before the Federal Mediation and Conciliation Service.
21 The decision/recommendations of the Federal Mediator shall not be
22 binding on either party.

23
24 **ARTICLE 33**
25 **DURATION OF AGREEMENT**

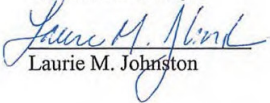
26
27 The Agreement shall become effective on March 15, 2019 and shall
28 remain in full force and effect until midnight, March 14, 2024.

29
30 And, thereafter, shall be renewed from year to year unless any party
31 hereto shall notify the other party, in writing, at least sixty (60) DAYS
32 PRIOR TO THE TERMINATION DATE OF THIS Agreement of its
33 desire to change or modify in any way or terminate this Agreement.
34 Such written notice shall be sent by certified mail to the other party.

ARTICLE 34
AGREEMENT

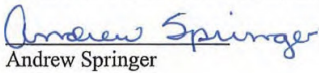
IN WITNESS WHEREOF, the parties hereto have executed this agreement this 14th day of March, 2019.

Cornell University:



Laurie M. Johnston

International Union of Operating Engineers:



Andrew Springer

SCHEDULE A
CLASSIFICATION BY GRADE LEVEL

1		
2		
3		
4	<u>TITLE</u>	<u>GRADE</u>
5	CEP Senior Plant Operator	8
6	CEP Senior Plant Relief Operator	8
7	Sr. I&C Environmental Technician	8
8	WFP Lead Sr. Mechanic Tech and Operator	8
9	WFP Sr. Mechanic Tech and Relief Operator	8
10		
11	Sr. Mechanic General or PM Mechanic	7
12	Sr. Mechanic Welder	7
13	Sr. Mechanic WFP Technician & Operator	7
14	Sr. I&C Technician	7
15	Sr. CEP WTP Operator	7
16		
17	WFP Plant Operator	6
18		
19	Jr. WFP Plant Operator, 1 yr. limit pending license	5
20	WTP Operator	5
21	General or PM Mechanic	5
22	Mechanic Welder	5
23	I&C Mechanic	5
24	Boiler Operator/WTP Technician	5
25	Boiler Operator/WTP Technician Relief	5
26		
27	Boiler Operator/WTP Technician Trainee	3
28		
29		
30	CEP = Central Energy Plant	
31	WFP= Water Filtration Plant	
32	WTP= CEP Water Treatment Plant	

1 **SIDE LETTER**
2 **FURTHER DISCUSSIONS ON IUOE TRAINING FUND**

3
4 The parties agree to engage in future discussions on the IUOE Training
5 Fund. The IUOE will assist the University in obtaining additional
6 information on the training program, including but not limited to,
7 curricula, application, selection and approval process and identifying
8 other employers who have sent employees to the Training Center in
9 Texas.

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