



**Agreement Between**

**Cornell University**

**NYC ILR Extension Office**

**And**

**The Communication Workers of America,**

**AFL/CIO**

**FOR Exempt UNIT**

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

**August 16, 2018-June 30, 2022**

## TABLE OF CONTENTS

<u>TITLE</u>	<u>ARTICLE</u>	<u>PAGE</u>
Recognition	1	1-2
Terms of Agreement	2	2
Management Rights	3	2-3
Union Security	4	3
Dues Check-off	5	3-4
No Strike Guarantee	6	4
Fair Employment Practices	7	4
Union Status Rights	8	4-5
Seniority	9	5-6
Filling Job Vacancies	10	7
Grievance Procedure and Arbitration	11	7-9
Discipline and Discharge	12	10
Flexible Working Hours	13	10-11
Leave of Absence Without Pay	14	11-12
Jury Duty Leave	15	12
Bereavement Leave	16	12
Military Leave	17	12
Vacation	18	14-15
Holidays	19	15-16
Other Benefits	20	16-17
Wages	22	18-19
Separability	23	19
Special Assignments	24	19
Professional Development	26	20
Successorship	27	20
Duration of Agreement	28	20
Agreement	29	21
Reclassifications	30	22
Appendix: List of Job Titles		

## ARTICLE 1 RECOGNITION

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

The Employer recognizes the Union as sole and exclusive collective bargaining agent with respect to hours, wages, and other terms and conditions of employment of all non-academic full-time and regular part-time administrator II and III; program coordinator I and II; communication specialist II and IIIs, research support specialist I and IIs; extension support specialist I and II; financial specialist II and III; event/ conference coordinators II; instructional technical specialist II and III; student service associates I and IIs; and multimedia editors located in the NYC ILR Extension Office as certified by the National Labor Relations Board by case 02-RC-223560. Excluded are all temporary, student and other employees, guards, professional employees and supervisors as defined in the Act.

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

- (i) Temporary employee filling a vacated regular position on a temporary basis:  
A temporary employee shall continue employment with the university for a period of up to twelve (12) months and is so informed at the time of hire. The university shall fill that position on a regular basis, within a twelve (12) month period.
- (ii) Hired for a special project:  
When a temporary employee is hired for a special project the term of employment will start and end with the term of the special project.
- (iii) To replace a unit employee who is on vacation or on a contractual leave of absence provided herein:  
The university shall have the right to move the temporary employee from position to position without a break of service. The university shall notify the union and the shop steward in writing whenever it hires or extends the hire of a temporary employee.

The twelve (12) month period referred to in (i) above, may be extended at the option of the university upon advance notice in writing to the union and the shop steward for the entire length of any contractual leave and the employee shall still be considered a temporary employee. A temporary employee, as defined above, shall be covered by the terms and conditions of this agreement during the extended period of temporary employment.

## ARTICLE 2 TERMS OF AGREEMENT

This Agreement constitutes the full, complete and final understanding and agreement of the parties for the duration hereof. The parties voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such

subject matter may or may not have been within the knowledge or contemplation of either or both parties at the time that this Agreement was negotiated or signed. The execution of this Agreement shall not result in any abridgment of the rights retained by the University pursuant to Article 3.

### ARTICLE 3 MANAGEMENT RIGHTS

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

1. determine the mission, purposes, objectives, policies, and programs of the institution;
2. determine the facilities, methods, standards, and means of operation, and number and qualifications of personnel required for the conduct of its program;
3. determine and/or alter work schedules, hours of employment, and the duties, responsibilities and assignments of employees with respect hereto;
4. recruit, hire, approve, train, retain, evaluate, transfer, promote, demote, layoff and recall employees;
5. determine or change job content, classify or reclassify positions and allocate or reallocate new or existing positions;
6. discipline or discharge employees in accordance with the provisions of this Agreement and rules and regulations promulgated hereunder;
7. promulgate, modify and enforce rules and regulations and qualitative and quantitative standards of performance;
8. although the University retains the right to subcontract unit work, the University agrees that it will make reasonable effort to avoid employee layoffs where sub-contracting may eliminate unit jobs;
9. change existing, or introduce new equipment, operations, methods, processes, means or facilities as determined to be in the best interest of the University.

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

### ARTICLE 4 UNION SECURITY

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

#### ARTICLE 5 DUES CHECKOFF

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

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

In the event that an employee who has authorized payroll deductions for dues, falls into arrears for one (1) month's dues or less as a result of an unpaid leave of absence or layoff, the University shall deduct that amount, in addition to usual dues deductions, from the employee's paycheck within one (1) month following the Union's notification to the University of the employee's name, social security number, the amount of dues owed and the period for which they are owed. Further, the Union is required to send notice to the employee via first class mail that the Union has requested that the University take this deduction. The Union shall indemnify the University against any and all claims, demands, suits, or other forms of liability that may arise out of action taken or not taken by the University at the Union's request for the purpose of complying with any of the above provisions.

#### ARTICLE 6 NO STRIKE GUARANTEE

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

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

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

ARTICLE 7  
FAIR EMPLOYMENT PRACTICES

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

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

ARTICLE 8  
UNION STATUS AND RIGHTS

Stewards

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

Access

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

All employees shall have the right to review their personal employee records once a year upon one (1) week's prior written request for records maintained in the New York City office and one (1) month's prior written request for records maintained in Ithaca, New York.

Administration

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

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

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

Bulletin Board

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

ARTICLE 9

## SENIORITY

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

### Probationary Period

Every new employee will be on probation for a period of ninety (90) calendar days. Periods of temporary layoff, disability and workers' compensation shall extend the probationary period accordingly. The University may extend the probation period for an additional thirty (30) days with the approval of a Union official. Upon satisfactory completion of the probationary period seniority shall commence, retroactive to the last date of hire. During their probationary period, employees shall have no seniority rights and may be terminated at the sole election of the University and without recourse to the grievance and arbitration provisions of this Agreement.

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

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

### Layoff

In the event the University should determine that a layoff is necessary, the union will be informed of the pending decision and a joint labor management meeting shall be held. Management will provide the union with specific reasons for the layoff. In the meeting, the parties will attempt to find reasonable alternatives in order to avoid the layoff. Within five (5) working days of the joint meeting, either party may request a federal mediator from the Federal Mediation and Conciliation Service (FMCS) to further assist the parties in discussing this issue.

a. All layoffs shall be initiated at the department level in the following order:  
Employees shall be laid off in line with their seniority in their wage grade and classification within a department, provided the employee(s) to be laid off does not have specialized knowledge or abilities required in the classification which could not be met by the remaining work force.

b. An employee laid off under (a) above may displace (1) the least senior employee in a lower wage grade in the same classification within their department, provided the employee who might be displaced does not have required specialized knowledge or abilities not possessed by the laid off employee or (2) the least senior employee in another classification, provided the laid off employee has the recognized skill and ability to immediately perform the job, or will be able to perform the job after a reasonable amount of training, not to exceed twenty (20) working days.

### Severance

Employees who are laid off under the provisions of the Layoff section of this Article, will have an option, exercisable in writing within five (5) business days of receipt of written notice of layoff, to elect instead of displacement (i.e. bumping) and recall rights to receive severance pay

at the rate of one (1) week of pay per year of seniority service, not to exceed 24 weeks. Severance pay is calculated at the rate of the employee's regular base pay at the time of written notification of layoff, and would be issued in a lump sum payment.

NOTE: If an employee has been laid off previously and received severance pay for prior seniority service, and then rehired and subsequently laid off, he or she will not receive severance pay for the same period of seniority service.

NOTE: The purpose of severance pay is to provide some financial assistance to employees to help them deal with the initial difficulties that may result from the loss of employment. It is not intended to be recognition of years of service with the University. Therefore, employees who accept a regular position with Cornell University that will begin within two weeks of their effective date of layoff are not eligible for severance pay as provided above.

#### Loss of Seniority

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

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

#### Regular Employees Hired for a Specific Term (Term Employees)

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

### ARTICLE 10 FILLING JOB VACANCIES



The university will post job openings which may occur in the bargaining unit at the NYC ILR Extension Office in accordance with the following procedure:

1. The University will post via e-mail all job vacancies which occur in the bargaining unit including the job description and grade while concurrently advertising the position externally. The University will limit consideration to internal candidates for a minimum of five (5) working days before considering external applicants.
2. It is agreed that all openings should be filled by the person most qualified to perform the work. If all relevant factors are equal, the job opening shall be filled by regular members of the bargaining unit by seniority provided the employee has the recognized skill and ability to immediately perform the job, or will be able to perform the job after a reasonable amount of training, not to exceed twenty (20) working days.
3. The University will provide the union with a list of all bargaining unit members, their titles and pay grades annually. The union shall provide the University a list of shop stewards annually.
4. The university agrees to provide unit members who are not offered a job for which they have applied a general written explanation of why they were not selected. A copy will also be provided to a unit shop steward.

#### ARTICLE 11 GRIEVANCE PROCEDURE AND ARBITRATION

1. "Grievance" within the meaning of the Agreement shall be defined as any matter involving the interpretation or application of this Agreement, which alleges a violation of the rights of an employee, or the Union under the terms of this Agreement.
2. An employee grievant and/or one Union representative participating in the required meetings of the Grievance Procedure, Steps I through 4 inclusive, as set forth in this Article, during working hours shall suffer no loss of wages for the time spent in such meetings. Whenever possible grievance meetings shall be scheduled during the grievant's normal working hours, at a mutually convenient time.
3. In no instance shall a grievance be filed after ten (10) working days for discipline and thirty (30) working days for other grievances from the date of its occurrence or reoccurrence. Any grievance not processed at each level within the number of working days specified herein shall be regarded as settled on the basis of the University's most recent answer. If the University should fail to observe the time limits in a specific step, the grievance may be appealed to the next step or the Union may wait for the University's response. "Working Day" within the meaning of this Article shall be defined as Monday through Friday, excluding all paid holidays.
4. Settlements through Step 2 of the Grievance Procedure shall not establish a precedent or practice for either party. The Union or the University may withdraw a grievance at any step without prejudice or precedence.
5. Initial steps and time limits in the Grievance Procedure may be waived by written mutual agreement of both the University and a Union representative.

6. No employee shall be discriminated against for participating in the Grievance Procedure.
7. Where an employee's presence as a witness is required during the adjustment of a grievance or during arbitration, the University shall excuse that employee from work. Neither party, however, shall be responsible for the expense of witnesses called by the other, including lost work time. Witnesses called by mutual agreement in advance of the witness appearance shall not lose pay.
8. At each step of the grievance procedure, each party shall present the facts and documents known to the party at the time to support its position on the grievance.

All matters coming under this Article may first be discussed between the aggrieved employee, a unit shop steward and his/her supervisor. If a resolution is reached it shall not establish a precedent or practice for either party.

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

Step 1. The aggrieved employee and his/her steward will write out the grievance indicating the nature of the grievance, the facts upon which it is based, the contractual provisions that the grievant believes has been violated, and the remedy sought. The grievance shall be heard by the grievant's supervisor who shall render his/her answer in writing within ten (10) working days from the date the grievance was discussed. Such discussion shall take place within ten (10) working days of the submission of the grievance. In the event a satisfactory settlement is arrived at, the parties will execute the appropriate grievance forms. In the event no satisfactory settlement is arrived at, the procedure will then go to Step 2.

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

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

#### Grievance Mediation

Upon mutual agreement, the University and the Union will request a Federal Mediator from the Federal Mediation and Conciliation Service for the purpose of grievance mediation. This process may be implemented with mutual agreement prior to filing for Arbitration, or in the time frame between the filing for Arbitration and the Arbitration

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

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

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

Where the decision of the arbitrator includes an award for back pay, back wages shall be limited to the amount of wages that the employee otherwise would have earned less any unemployment compensation or other additional interim payments or compensation. The parties shall bear their own expenses and share in the arbitrator's fee and expenses equally. Each party shall be responsible for the expenses of its witnesses and representatives, except as provided in Section 7 of this Article. Either party may be represented by counsel.

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

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

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

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

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

## ARTICLE 12 DISCIPLINE AND DISCHARGE

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

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

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

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

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

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

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

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

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

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

### ARTICLE 13

#### FLEXIBLE WORKING ARRANGEMENTS

The University shall consider employee requests for flexible working arrangements. NYC ILR Extension Office shall review such requests based upon the Office's business needs and ability to achieve workplace goals. While the decision to grant such requests is the University's, the employee may grieve a denial of such a request to the Third Step of the Grievance Procedure for final disposition by the parties but the denial shall not be arbitrable.

### ARTICLE 14

#### LEAVE OF ABSENCE WITHOUT PAY

#### Short-Term Position Leave

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

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

#### Long-Term Personal Leave

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

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

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

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

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

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

#### General Provisions for Short-Term and Long-Term Unpaid Personal Leaves

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

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

ARTICLE 15  
JURY DUTY LEAVE

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

ARTICLE 16  
BEREAVEMENT LEAVE

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

For the funeral of other relatives, a fellow employee in the bargaining unit, or when serving as a pallbearer, a maximum of one-half (1/2) day for a local funeral, and one (1) day for an out-of-town funeral, will be granted with pay.

ARTICLE 17  
MILITARY LEAVE

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

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

ARTICLE 18  
VACATION

Employees are entitled to earn vacation under the following schedule:

<u>Years of Service Completed</u>	<u>Vacation Earned Per Year</u>	<u>Vacation Factor</u>
Less than 10 years	15 days	.6250
10 but less than 11 yrs.	16 days	.6667
11 but less than 12 yrs	17 days	.7083
12 but less than 13 yrs	18 days	.7500
13 but less than 14 yrs.	19 days	.7917

14 years or more                      20 days                                      .8333

Paid vacation accrual begins on the date of last hire. Changes in accrual rates shall be effective on the anniversary date of last hire.

Credited Service

Exempt Maximum Accumulation

Less than ten years:    30 days  
10 but less than 11 years: 32 days  
11 but less than 12 years: 34 days  
12 but less than 13 years: 36 days  
13 but less than 14 years: 38 days  
14 years or more years:  40 days

Each year, as of October 15, leave balances that exceed the maximum will be automatically adjusted to the appropriate maximum.

Upon termination, including retirement, an employee shall have a right to receive payment for all unused vacation time up to a maximum of 30 days, provided the employee has completed at least one year of continuous service. The payment will be made in a lump sum in the pay period following the last day of employment.

The University will work with employees who have more than 30 days of vacation to schedule those vacation days in excess of 30 prior to the employee's last day at the University. Except as provided in Short-Term Disability, vacation time cannot be substituted for health and personal leave. The supervisor has sole discretion to approve the use of vacation time when employees have exhausted their accrued sick leave.

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

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

ARTICLE 19  
HOLIDAYS

Number and Identity

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

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

ARTICLE 20  
OTHER BENEFITS

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

- Group Life Insurance
- Accidental Death and Dismemberment Plan
- New York State Employees Retirement System Benefits
- Tax Deferred Annuity Plan (Voluntary)
- NY SUNY ORP
- Cornell Children's Tuition Scholarship Plan
- Long-Term Disability Plan (non-vested employees only)
- Workers' Compensation
- Cornell's Short-Term Disability Plan
- Group Health Insurance:  
    The Statewide Plan or Group Health Incorporated
- Employee Tuition and Training Programs
- Direct Deposit
- Cornell Break in Service Policy
- Employee Assistance Program (EAP)
- Family and Medical Leaves, including NY Paid Family Leave
- Inclement Weather Policy
- Health and Personal Leave, including NYC Paid Safe and Sick Leave
- Lactation Policy

ARTICLE 21  
WAGES

Employees hired after the certification of the CWA as the bargaining agent will be paid according to the salary schedule below. Employees hired before the certification of the CWA as the bargaining agent will retain their salaries as of July 1, 2018 and receive the percentage increases on July 1, 2019, July 1, 2020 and July 1, 2021 indicated below.

Position Title	Ratification of Contract or Hire Date (whichever is later)	7/1/19 (2.75%)	7/1/20 (2.5%)	7/1/21 (2.5%)
Administrator II	\$58,500	\$60,109	\$61,611	\$63,151
Administrator III	\$75,500	\$77,576	\$79,515	\$81,503
Communication Specialist II	\$56,500	\$58,054	\$59,505	\$60,993



Communication Specialist III	\$69,000	\$70,898	\$72,670	\$74,487
Coord Program I	\$56,000	\$57,540	\$58,979	\$60,453
Coord Program II	\$60,500	\$62,164	\$63,718	\$65,311
Event/Conference Coordinators II	\$57,000	\$58,568	\$60,032	\$61,532
Extension Supp Spec I	\$54,000	\$55,485	\$56,872	\$58,294
Extension Supp Spec II	\$61,500	\$63,191	\$64,771	\$66,390
Financial Specialist II	\$59,500	\$61,136	\$62,664	\$64,231
Financial Specialist III	\$73,000	\$75,007	\$76,882	\$78,804
Instructional Tech Spec II	\$55,500	\$57,026	\$58,452	\$59,913
Instructional Tech Spec III	\$66,000	\$67,815	\$69,510	\$71,248
Multimedia Editors	\$50,000	\$51,375	\$52,659	\$53,975
Research Support Specialist I	\$52,000	\$53,430	\$54,766	\$56,135
Research Support Specialist II	\$58,500	\$60,109	\$61,612	\$63,152
Student Service Associates I	\$49,500	\$50,861	\$52,132	\$53,435
Student Service Associates II	\$58,500	\$60,109	\$61,612	\$63,152

The University reserves the right to hire an individual for a higher salary in the classification as long as the salary is not greater than a current bargaining unit employee in that classification.

#### ARTICLE 22 SEPARABILITY

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

## ARTICLE 23 RECLASSIFICATIONS

When an employee submits a job reclassification request, the employee shall complete and submit a Position Classification Review Request Form and an updated and accurate staff position description (in track changes to current staff position description) to the ILR Human Resources. The Union may assist the employee in any stage of this process. ILR Human Resources shall consider such request and develop in conjunction with the employee an updated and accurate job description if appropriate. Reasonable effort will be made to complete this process within ninety (90) business days.

ILR Human Resources will conduct a fair and objective review. Employee and supervisor additional input shall be sought when appropriate.

If the employee wishes to appeal the results of the decision, the employee may forward an appeal of the decision with written justification directly to Step 3 of the Grievance Procedure. This Article is not arbitrable. It is understood that when an existing job is upgraded or reclassified, the employee holding that position shall remain in that revised position. Reclassification reviews may not be requested more than once per year unless job duties or responsibilities have materially changed.

## ARTICLE 24 SPECIAL ASSIGNMENTS

Any employee who is assigned by their supervisor to fill in a higher level position on a temporary basis for more than five (5) working days, will be temporarily be paid an additional 10% of their current salary. Any employee reassigned to the same position within twelve (12) months of the previous assignment to the ungraded job will not be subject to the five (5) days waiting period.

The effective date of any pay increase shall be the beginning of the acting appointment. At the end of the acting appointment, employees shall return to their previous salary, plus any adjustment to salary that may have occurred in the meantime.

This provision is not applicable when the job description reflects a fill-in role and the acting appointment is within the scope of such a role.

This provision is not applicable when an employee is temporarily assigned to work with an employee (not to replace an employee) in a higher grade for the purpose of providing a cross-training and development opportunity.

## ARTICLE 25 SUBCONTRACTING

When the University is considering outsourcing work or contracting outside vendors to perform non-incidental work or services that would otherwise be bargaining unit work that may result in a layoff of a bargaining unit employee, the union will be informed of the pending decision and a joint labor/ management meeting shall be held. In the meeting, the parties will attempt to find reasonable alternatives in order to avoid subcontracting. Management will provide the Union

with specific reasons for the consideration of outsourcing in advance of the meeting. Within five (5) working days of the joint labor/ management meeting, either party may request a federal mediator from the Federal Mediation and Conciliation Service (FMCS) to further assist the parties in discussing the issue.

When the University is considering outsourcing work or contracting outside vendors to perform non-incident work or services that would otherwise be bargaining unit work that does not result in a layoff of a bargaining unit employee, the University will make its best efforts to inform the Union of the pending decision and the University will meet with the Union upon request.

The University's final decision shall not be subject to the grievance and arbitration provisions in the collective bargaining agreement.

ARTICLE 26  
PROFESSIONAL DEVELOPMENT  
ADDITIONAL EDUCATIONAL BENEFIT

If the ILR School authorizes annual professional development funds for its staff employees, members of the bargaining unit will be eligible for those funds on the same terms as other ILR School staff employees.

Employees who successfully complete accredited course work (earning C or better) shall be reimbursed at one hundred per cent (100%) of the Matriculating Borough of Manhattan Community College rate per credit hour up to eight (8) credit hours for the academic year.

ARTICLE 27  
SUCCESSORSHIP

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

ARTICLE 28  
JOINT LABOR-MANAGEMENT COMMITTEES

The parties agree to the formation of a joint labor-management committee consisting of two members of the union, and two members from management from ILR NYC Extension Office. The committee will meet at least two (2) times a year with the intent to improve communications, problem solve, and openly discuss issues of concern to both parties. An agenda will be set prior to each meeting. Guests may be invited depending on topics of the agenda. The outcome of each meeting will be publicly communicated to employees in this bargaining unit.

The parties also agree to create a joint labor-management committee to meet and discuss up to twice a year basis, i.e., July, November, the reclassification process. The meetings to be initiated by the union. The committee will consist of two members of the union and two members of management (representative of administration and ILR HR.) An agenda will be set prior to each meeting. Guests may be invited depending on topic of the agenda. The outcome of each meeting will be publicly communicated to employees in this bargaining unit.

ARTICLE 29  
DURATION OF AGREEMENT

This Agreement shall remain in full force and effect until 11:59 p.m., June 30, 2022, and, thereafter, shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least sixty (60) days prior to the termination date of this Agreement of its desire to change or modify in any way or terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party.

ARTICLE 30  
AGREEMENT

This Agreement is entered into as of this \_\_\_\_<sup>th</sup> day of December, 2018 for the period, August 16, 2018 through June 30, 2021 by the between Cornell University, NYC ILR Extension Office, (herein, “Employer”) and the Communication Workers of America, (AFL/CIO), 80 Pine Street, New York, NY 10005 (herein, “Union”).

In witness whereof, the parties hereto have executed this Agreement as of this \_\_\_\_<sup>th</sup> day of January, 2019.

Cornell University

Communications Workers of America, Local 1101

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Appendix: List of CWA (Exempt) Unit Job Titles in NYC ILR Extension Office

<u>CWA Job Title</u>	
Administrator II	C06
Administrator III	C07
Communication Specialist II	C06
Communication Specialist III	C07
Coord Program I	C06
Coord Program II	C07
Event/ Conference Coordinator II	C06
Extension Supp Specialist II	C06
Financial Specialist II	C06
Financial Specialist III	C07
Instructional Tech Specialist II	C06
Instructional Tech Specialist III	C07
Multimedia Editors	C06
Research Support Specialist I	C06
Research Support Specialist II	C07
Student Services Associates I	C06
Student Services Associates II	C07

## INDEX

<u>TITLE</u>	<u>ARTICLE</u>	<u>PAGE</u>
Agreement	30	16
Bereavement Leave	16	12
Discipline and Discharge	12	10
Dues Check-off	5	3-4
Duration of Agreement	25	20
Fair Employment Practices	7	4
Flexible Working Hours	13	10-11
Filling Job Vacancies	10	7
Grievance Procedure and Arbitration	11	7-9
Holidays	20	15-16
Jury Duty Leave	15	12
Management Rights	3	2-3
Military Leave	17	12
No Strike Guarantee	6	4
Other Benefits	21	16-17
Professional Development	27	20
Reclassifications	31	22
Recognition	1	1-2
Seniority	9	5-6
Separability	24	19
Successorship	28	20
Terms of Agreement	2	2
Union Security	4	3
Union Status and Rights	8	4-5
Vacation	19	14-15
Wages	23	18-19