

## **2024 Cornell University**

# CONTRACT SETTLEMENT TENTATIVE AGREEMENTS

UAW Local 2300 2415 North Triphammer Road Ithaca, NY 14850 Cornell Proposal
August 27, 2024 (7:30pm)
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UAW Local 2300-Cornell University 2024-2028
PROPOSAL TO SETTLE THE CONTRACT
AND RESOLVE THE STRIKE

7:45 pm 8/27/24

This offer expires at 10pm, August 27, 2024.

The parties agree to the following terms to settle the contract and resolve the strike:

(1) Wage Charts as set out in Attached Schedule;

Hire Rate: Employees will move from the Hire Rate to the Job Rate upon completion of three (3) years of service.

<u>Job Rate:</u> All employees currently in the Job Rate or move into the Job Rate from the Hire Rate will remain at the Job Rate for the duration of this agreement.

<u>Legacy Rate</u>: All employees currently in the "Prior to 6/30/97 Step 3" will receive the Legacy Rate plus the transition biweekly legacy payments in Years 1, 2 and 3.

- (2) Employees on the payroll as of the date of ratification of the tentative agreement shall receive retroactivity of their wage increases to July 1, 2024 or their start date whichever is later.
- (3) Duration: July 1, 2024 to June 30, 2028.
- (4) Longevity Pay as follows:

Current employees reaching the following years of service (as reflected in Workday under "Years of Service") will receive a one-time longevity pay. Such longevity payment will be paid at the beginning of the pay period following their anniversary date.

Five (5) years of service	\$250
Ten (10) Years of Service	\$500
Fifteen (15) Years of Service	\$750
Twenty (20) Years of Service	\$1000
Twenty-five (25) Years of Service and	\$1250
successive five (5) year anniversary (30 years,	
35 years, etc.)	

- (5) For Tipped Employees at the Statler, the parties agree on Cornell's proposal, dated 8/18/24.
- (6) COLA: (revised 8/27/24). University's proposal with the following bases:

	COLA Threshold
FY25	335.471
FY26	351.607
FY27	363.421
FY28	375.232

- (7) Botanic Garden Cell Phones: the parties agree on Cornell's proposal, dated August 14, 2024.
- (8) Add to AES Subcouncil agreement: Employees who work seven (7) consecutive days or more, which may, fall outside of the regular pay week of 12am, Thursday to 11:59pm, Wednesday, shall be paid one dollar and twenty-five cents (\$1.25) per hour in addition to their base pay for each hour worked on the seventh (7<sup>th</sup>) consecutive day thereafter, exclusive of overtime.
- (9) Training Pay: the parties agree on Cornell's proposal, dated August 14, 2024.
- (10) Article 17: the parties agree on Cornell's proposal, dated August 13, 2024, with the following amounts:

Clothing or Shoes	Annual Amount
Slip Resistant Shoes	\$95
Safety (Steel Toe) Shoes	\$180
Clothing	\$230
Dining Pants	\$100

- (11) Article 20; MOU to Settle Rest Period Grievance: parties agree on Cornell's proposal, dated August 12, 2024, with addendum that the MOU is effective on ratification of the tentative agreement.
- (12) Article 35: Shift Differential: the parties agree on Cornell's proposal, dated July 11, 2024 (re-proposed August 1, 2024).
- (13) FCS Subcouncil Agreement (Zone and Shift Mechanics; shift differential increase from \$1.72 to \$2.00 for weekends, 6pm to 6am)
- (14) All tentative agreements:

Article 5: Dues Check-off

Article 8: Union Representation

Article 9: Seniority

Article 10: Job Vacancies

Article 12: Discipline and Discharge (Notification to Union)

Article 12: Discipline and Discharge (Life of Discipline, 18 months)

Article 13: Health and Safety: Local Union President Appointment Authority

Article 13: Health and Safety: Tick Borne Disease Prevention Training

Article 13: Health and Safety Training and Orientation

Article 14: Layoff: use of HAP time for Statler and Dining layoffs

Article 17: Replacement Value for Required Apparel

Article 23: Volunteer Firefighter Cell Phone Use

Article 24: Inclement Weather: 30 minutes late without penalty

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Article 24: Inclement Weather: Optional Lodging

Article 24: Inclement Weather: road closures will not be an unscheduled absence Article 31: Sick, Healthcare and Personal Leave change to Health and Personal Leave Article 32: Vacations (move to University Vacation schedule for non-exempt employees)

Article 33: Holidays (2 floating holidays, eff. 7/1/25)

Article 33: Holiday pay for employees with non-standard workweek

Article 34: Other Benefits

Article 35: Hours of Work: add word "unforeseen"

Article 37: Work out of Grade Article 40: Reclassifications LOU B: Job Descriptions MOU LOU B: Department Policies LOU C: AES Scheduling

LOU C: Building Care 4am Shift

LOU C: Building Care; deletion of bullet points: 4, 5, and 7 with MOU

LOU C: Statler Meals

LOU C: Dining Summer Scheduling

(15) All proposals not addressed here or TA'ed are withdrawn or rejected. The tentative agreement constitutes the full, complete, and final understanding and agreement of the parties on the topics raised during bargaining.

### (16) To settle the strike:

- Upon ratification by the union, the UAW agrees to end the strike immediately, and
  direct employees to report to work for their regularly scheduled shifts on Tuesday,
  September 3, 2024. There will be no adverse consequences for attendance-related
  infractions for a twenty-four hour grace period, provided that this is not intended to
  permit willful subterfuge of the return to work.
- For all employees, the period of the work stoppage shall not constitute a break in service.
- The UAW will submit the University's offer for ratification on or before September 3, 2024 with an unanimous positive recommendation from the bargaining committee.
- The tentative agreement will become effective only upon ratification by the UAW's membership.
- Upon return to work, Cornell will not demand efforts above and beyond those routinely and reasonably called for within the unit performing their duties. Cornell shall not mandate overtime above and beyond overtime that is typical for each of the units.
- Cornell will not take any disciplinary or other adverse employment action against any employee for their participation in the work stoppage.
- All unfair labor practices related to bargaining are resolved. The UAW will withdraw
  of all pending unfair labor practice charges filed with the National Labor Relations

127/24 From VAW 8/27/24 8/27/24 Jaun M. Minil 8/27/24 10:45p Cornell Proposal

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Article 24: Inclement Weather: Optional Lodging

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Article 33: Holiday pay for employees with non-standard workweek

Article 34: Other Benefits

Article 35: Hours of Work: add word "unforeseen"

Article 37: Work out of Grade
Article 40: Reclassifications
LOU B: Job Descriptions MOU
LOU B: Department Policies
LOU C: AES Scheduling

LOU C: Building Care 4am Shift

LOU C: Building Care; deletion of bullet points: 4, 5, and 7 with MOU

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- Cornell will not take any disciplinary or other adverse employment action against any employee for their participation in the work stoppage.
- All unfair labor practices related to bargaining are resolved. The UAW will withdraw
  of all pending unfair labor practice charges filed with the National Labor Relations
  Board, i.e., Charges ##: 03-CA-346548; 03-CA-346832; 03-CA-347142; 03-CA348707; 03-CA-348988; 03-CA-348990, 03-CA-349069.
- All pending information requests are satisfied, including elevator repair, dated April 29, 2024 and July 25, 2025, information on Dining Schedules (7/18/24 A);

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- information concerning performance dialogues (7/14/24) and the request for financial information (8/21/24);
- The UAW will withdraw the fleet garage grievance (8/6/24), and the grievances 7/18/24 A and 7/18/24 B.

### Proposed Wage Tables

### Year 1:

- 8.9% Wage Rate Increases (COLA Basis)
- 8.9% Transition Biweekly Legacy Payments for S02-S12

	July 1, 2024-June 30, 2025									
Grade	Hire Rate	Job Rate	Legacy Ra	rate Transition Biweekly Legacy Payment						
S02	\$ 21.81	\$ 22.71	\$ 24.4	41 \$ 173.80						
S03	\$ 22.20	\$ 23.13	\$ 25.2	24 \$ 179.71						
S04	\$ 22.81	\$ 23.95	\$ 26.1	12 \$ 185.97						
S05	\$ 23.44	\$ 25.01	\$ 26.9	94 \$ 191.81						
S06	\$ 24.75	\$ 25.93	\$ 28.0	04 \$ 199.64						
S07	\$ 26.09	\$ 27.11	\$ 29.1	10 \$ 207.19						
S08	\$ 27.00	\$ 28.21	\$ 30.3	31 \$ 215.81						
S09	\$ 28.34	\$ 29.49	\$ 31.5	50 \$ 224.28						
S10	\$ 29.68	\$ 30.68	\$ 32.7	78 \$ 233.39						
S11	\$ 30.84	\$ 31.83	\$ 34.1	15 \$ 243.15						
S12	\$ 32.03	\$ 33.08	\$ 35.5	51 \$ 252.83						

#### Year 2:

- 7.5% Rate Increase for Job Rate S02-S04
- 7.5% Transition Biweekly Legacy Payments S02-S04
- 4% Increase for Hire Rates, and Job Rate S05-S12
- 4% Transition Biweekly Legacy Payments S05-S12

	July 1, 2025-June 30, 2026									
Grade	Hire Rate	Job Rate	Legacy Rate	Transition Biweekly Legacy Payment						
S02	\$ 22.68	\$ 24.41	\$ 24.41	\$ 146.46						
S03	\$ 23.09	\$ 24.86	\$ 25.24	\$ 151.44						
S04	\$ 23.72	\$ 25.75	\$ 26.12	\$ 156.72						
S05	\$ 24.38	\$ 26.01	\$ 26.94	\$ 86.21						
S06	\$ 25.74	\$ 26.97	\$ 28.04	\$ 89.73						
S07	\$ 27.13	\$ 28.19	\$ 29.10	\$ 93.12						
S08	\$ 28.08	\$ 29.34	\$ 30.31	\$ 96.99						
S09	\$ 29.47	\$ 30.67	\$ 31.50	\$ 100.80						
S10	\$ 30.87	\$ 31.91	\$ 32.78	\$ 104.90						
S11	\$ 32.07	\$ 33.10	\$ 34.15	\$ 109.28						
S12	\$ 33.31	\$ 34.40	\$ 35.51	\$ 113.63						

### Year 3

- Job Rate S02-S06 Increases of 4%
- 4% Transition Biweekly Legacy Payments S03-S06
- Rate Increases of 3.5% for all other grades/classifications
- 3.5% Transition Biweekly Legacy Payments S07-S12

	July 1, 2026-June 30, 2027									
Grade	Hi	re Rate	Job Rate		Legacy Rate		Transition Biweekly Legacy Payment			
S02	\$	23.47	\$	25.39	\$	25.39	\$	-		
S03	\$	23.90	\$	25.85	\$	25.85	\$	80.77		
S04	\$	24.55	\$	26.78	\$	26.78	\$	83.58		
S05	\$	25.23	\$	27.05	\$	27.05	\$	86.40		
S06	\$	26.64	\$	28.05	\$	28.05	\$	89.60		
S07	\$	28.08	\$	29.18	\$	29.18	\$	81.60		
S08	\$	29.06	\$	30.37	\$	30.37	\$	84.80		
S09	\$	30.50	\$	31.74	\$	31.74	\$	88.00		
S10	\$	31.95	\$	33.03	\$	33.03	\$	92.00		
S11	\$	33.19	\$	34.26	\$	34.26	\$	96.00		
S12	\$	34.48	\$	35.60	\$	35.60	\$	99.20		

#### Year 4:

• 3.25% Global Rate Increase

July 1, 2027-June 30, 2028								
Grade	Hire Rate	Job Rate						
S02	\$ 24.23	\$ 26.15						
S03	\$ 24.68	\$ 26.63						
S04	\$ 25.35	\$ 27.58						
S05	\$ 26.05	\$ 27.93						
S06	\$ 27.51	\$ 28.96						
S07	\$ 28.99	\$ 30.13						
S08	\$ 30.00	\$ 31.36						
S09	\$ 31.49	\$ 32.77						
S10	\$ 32.99	\$ 34.10						
S11	\$ 34.27	\$ 35.37						
S12	\$ 35.60	\$ 36.76						

### **Statler Hotel Wages – Special Classifications**

Effective July 1, 2024							
Grade	Classification	Hire Rate		Job Rate			
S02	Waitperson	\$	13.96	\$	14.80		
S04	Bartender	\$	13.96	\$	14.80		

Effective July 1, 2025							
Grade	Classification	Hire Rate		Job Rate			
S02	Waitperson	\$	14.52	\$	15.39		
S04	Bartender	\$	14.52	\$	15.39		

Effective July 1, 2026							
Grade	Classification	Hire Rate		Job Rate			
S02	Waitperson	\$	15.03	\$	15.93		
S04	Bartender	\$	15.03	\$	15.93		

Effective July 1, 2027							
Grade	Classification	Hire Rate		Job Rate			
S02	Waitperson	\$	15.52	\$	16.45		
S04	Bartender	\$	15.52	\$	16.45		

Cornell Proposal
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August 27, 2024

SO AGREED:

**Christine Johnson** 

President, UAW Local 2300

Laurie M. Johnston

Sr. Director, Staff and Labor Relations

**Cornell University** 

Cornell Proposal August 1, 2024

Article 35: Hours of Work and Overtime

Employees who work four (4) or more hours between 6:00pm and 6:00am shall be paid one dollar and twenty five cents (\$1.25) per hour. Employees who are regularly scheduled to work a shift which includes four (4) or more hours between 6:00pm and 6:00am shall be paid shift differential for the following paid leave situations: vacation, holiday, sick, personal, family health care leave and bereavement leave.

Cornell Proposal August 14, 2024

Training Pay [New]

Any employee who is assigned by their supervisor to train another employee in the same labor grade and job description for more than one (1) working day, will be paid at the next higher labor grade for the time spent training. If the employee is assigned by their supervisor to conduct a similar training for another employee in the same labor grade and job description they will not subject to the one (1) day waiting period.

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purhe may a free i principle to the proposal, however

UAW Demand - Letter of Understanding C - the proposal will not

Zone and Shift Maintenance Mechanics be accepted unt an ethnic

economic package is reached.

Shift differential: all regular scheduled employees who work on weekends (6:00 PM Friday till 6:00 AM Monday) will be paid the following allowance: Employees scheduled to work four or more hours between the hours of 6:00 PM and 6:00 AM will get \$1.72 \$2.00 an hour increase in pay. Any employee who works during the hours of 6:00 AM till 6:00 PM will receive \$1.25 an hour increase. Employees who regularly work a shift from 6:00 AM Monday thru 6:00 PM Friday, which includes four or more hours between the hours of 6:00 PM and 6:00 AM, shall be paid an additional \$1.25 an hour. These differentials will remain in effect for the duration of the agreement. If an employee receives this shift differential, then they will not be eligible for the shift differential which is covered under Article 35 of the contract. Management will entertain suggestions from the Union to change the present method of scheduling shift employees.

To VAW 8/12/24

Date:

Time:

Cornell Proposal August 14, 2024

Addendum to Botanic Garden Subcouncil Agreement

University mobile devices, i.e., smartphones, will be provided to employees whose positions regularly require them to work in remote locations, such as the natural areas team, arborist and construction team who want a university smartphone in addition to any personal device. In the event an employee who is not assigned a university smartphone has to work in a remote location, arrangements will be made to provide an appropriate device for the duration of the assignment.

### Wages for Tipped Service Employees Hired on or After July 1, 1994

Tipped Wage Schedule

\	age Benedule		July 1, 20	24-	June 30	, 2025 (6	i%)			
		His	re Rate	Job Rate		Ten Year Rate		25 Year Rate		Rate
Grade	Classification	Step 1		Ste	p 2	Step 3		Step	4	
S02	Waitperson	\$	13.59	\$	14.41	\$	14.84	\$	/	16.85
S04	Bartender	\$	13.59	\$	14.37	\$	14.81	\$		17.11
July 1, 2025-June 30, 2026 (4%)										
		Hii	re Rate	Jo	b Rate	Ten Y	ear Rate		25 Year	Rate
Grade		Step 1		Ste	ep 2	Step 3		Step	4	
S02	Waitperson	\$	14.13	\$	14.99	\$	15.43	\$		17.52
S04	Bartender	\$	14.13	\$	14.94	8	15.40	\$		17.79
			July 1, 202	26-J	une 30,	2027 (3.	5%)			
		Hii	re Rate	Rate Job Rate		Ten Year Rate		25 Year Rate		Rate
Grade		Step 1		Sto	ep 2	Step 3		Step	4	
S02	Waitperson	\$	14.62	\$	15.51	<b>35</b>	15.97	\$		18.13
S04	Bartender	\$	14.62	\$	15.46	\$	15.94	\$		18.41
			July 1, 20	27-	June 30	, 2028 (3	3%)			
		Hi	re Rate	Jo	b Rate	Ten Y	ear Rate		25 Year	Rate
Grade		Step 1		Sto	ep 2	Step 3		Step	M	
S02 /	Waitperson	\$	15.06	\$	15.98	\$	16.45	\$		18.67
S04	Bartender	\$	15.06	\$	15.92	\$	16.42	\$		18.96

Tipped Service Employees will receive an annual lump sum payment equal to the difference between the Cornell University Retirement Plan ("CURP") contribution based on their hours worked at their tipped wage and the amount of what their CURP contribution would have been based on those hours paid at their classification on the wage table.



### MEMORANDUM OF UNDERSTANDING

To UAW 8/12/24

Cornell University and UAW Local 2300 are parties to a collective bargaining agreement from July 1, 2022 to June 30, 2024 (the "Agreement,") and have agreed to the following:

WHEREAS, the UAW filed a grievance on August 10, 2023 alleging a violation of the agreement and federal labor law, the National Labor Relations Act;

WHEREAS, the UAW filed an unfair labor practice with the National Labor Relations Board (the "NLRB") on the same or similar facts, Charge No. 03-CA-327072;

WHEREAS, the parties have not been able to resolve the grievance through the grievance procedure and the parties are working on scheduling an arbitration hearing;

WHEREAS, the NLRB has asked the parties to resolve the unfair labor practice through their scheduled arbitration;

WHEREAS, the parties would like to resolve the grievance and the unfair labor practice. THEREFORE, Cornell and UAW agree to the following:

1. To amend the Rest Periods section of Article 20 as follows, changes shown in bold, italics and underline:

All employees working six (6) hours or more consecutive hours will be entitled to thirty **Rest Periods** (30) minutes of paid rest time during the day. Department heads shall have the authority to establish either one (1) thirty (30) minute rest period, where necessitated by departmental operations, or two (2) fifteen (15) minute rest periods and to determine the scheduling of such periods. Employees whose breaks are scheduled as two (2) fifteen (15) minute rest periods may request to skip one (1) break and those requests will not be unreasonably denied.

An employee shall be entitled to take one fifteen (15) minute paid rest period for each four (4) hours of overtime worked.

Meal and rest periods cannot be accumulated.

- 2. The UAW will notify the NLRB of the resolution of the grievance and ask to withdraw the unfair labor practice charge.
- 3. Cornell will notify the arbitrator that that arbitration can be cancelled; Cornell and the UAW will split the costs of cancellation fees, if any.

For the UAW Local 2300

Jan M. Musl Dated: \$127/24

June M. Man 7:45 8/27/24

### Cornell Cost of Living Allowance (COLA) Proposal -- 8/27/24

### **New Article**

Employees will receive a cost of living adjustment (COLA), in addition to the general wage increase for the upcoming fiscal year, if the annual increase in the CPI-W is greater than negotiated wage increase for the prior fiscal year, starting on July 1, 2025. Wage rates will be adjusted, if necessary, as soon as possible following the receipt of necessary CPI date for the preceding fiscal year. The parties agree to use the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (for all items, not seasonally adjusted) (United States City Average) published by the Bureau of Labor Statistics (1982-1984=100).

The initial index as of June July 1, 2024 is 308.054501. Using this index, if the CPI-W increases more than the wage increase for each fiscal year, a COLA increase will be added to wages the following year based on the following formula: For each 0.140 change in the index exceeding the wage increase for that year, a \$0.01 adjustment will be computed. The CPI-W used for this provision will be reindexed every year based on the general wage increases percentages for each year as contained in Article 36 (8.9%, 4.8%, 3.36%, 3.25%)6%, 43.5%, 3.5%, 3%):

### **COLA Threshold**

	COLA Threshold		
FY25	335.471		
FY26	351.607		
FY27	363.421		
FY28	375.232		

The amount of any COLA in effect at the time shall be included in computing overtime premium, shift premium, vacation payments, HAP, holiday payments, call-in pay, bereavement pay, jury duty pay and short-term military duty pay.

The parties agree that the FY28 COLA will be implemented, if applicable, in July 2028 notwithstanding the fact the collective bargaining agreement will expire on June 30, 2028 and will be enforceable, if applicable, via the grievance and arbitration provisions of this agreement after expiration on June 30, 2028.

Hire Rate	Rate as	of 6/30/2024	Propo	sed Rate as of 6/30/2028	Rate Change
S02	\$	20.03	\$	24.23	21.0%
S03	\$	20.39	\$	24.68	21.0%
S04	\$	20.95	\$	25.35	21.0%
S05	\$	21.52	\$	26.05	21.1%
S06	\$	22.73	\$	27.51	21.0%
S07	\$	23.96	\$	28.99	21.0%
S08	\$	24.79	\$	30.00	21.0%
S09	\$	26.02	\$	31.49	21.0%
S10	\$	27.25	\$	32.99	21.1%
S11	\$	28.32	\$	34.27	21.0%
S12	\$	29.41	\$	35.60	21.0%

Job Rate	Rate as	of 6/30/2024	Proposed	Rate as of 6/30/2028	Rate Change
S02	.\$	20.85	\$	26.15	25.4%
S03	\$	21.24	\$	26.63	25.4%
S04	\$	21.99	\$	27.58	25.4%
S05	\$	22.97	\$	27.93	21.6%
S06	\$	23.81	\$	28.96	21.6%
S07	\$	24.89	\$	30.13	21.1%
S08	\$	25.90	\$	31.36	21.1%
S09	\$	27.08	\$	32.77	21.0%
S10	\$	28.17	\$	34.10	21.1%
S11	\$	29.23	\$	35.37	21.0%
S12	\$	30.38	\$	36.76	21.0%

UAW Demand Date:

7/3/24 7/3/24 Chut Dan 7/3/24

New language, preceding first paragraph:

### **ARTICLE 5 – DUES CHECKOFF**

The University recognizes that employees' Union membership is a condition of employment, pursuant to Article 4, UNION SECURITY, and that having an effective system for the UAW to meet new employees, to sign their dues authorization cards through the Union onboarding process, is a shared responsibility.

The University, through Staff and Labor Relations, will work to ensure that the UAW has access to new employees in the bargaining unit prior to the end of the probationary period, pursuant to Article 9, SENIORITY.

The University will work directly with the UAW's designee(s) to ensure it has the University information and reports needed to manage the UAW membership function for employees in the bargaining unit effectively and in a timely manner.

The parties agree to meet on a regular basis, at least monthly or by mutual agreement, to ensure that new employees are meeting with the UAW designee(s) to sign their dues authorization card during the Union onboarding process.

Move from Article 8, Union Representation

The University will allow a union representative up to one hour of **paid** union business leave to orient new bargaining unit employees.

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Article 8: Union Representation

The University recognizes the obligation of the Union to represent employees in the bargaining unit. The Union shall attempt to distribute union responsibilities, paid or unpaid, in an effort to minimize the impact of time away from work. In the event, a manager or supervisor has concerns about an employee's responsibilities under Article 8, managers and supervisors will consult with Human Resources, Staff & Labor Relations and the president or designee of UAW Local 2300 about their concerns.

Information Requests: The parties recognize the University has a legal duty to respond to information requests from the Union. So that the University can promptly respond to these requests, the parties agree that the local union president will either send or be copied on any information request. In addition, the Staff & Labor Relations office will also be copied on any information request to the University.

The Union shall furnish the University with a list of all Union representatives and officers on a quarterly basis and shall promptly notify the University in writing of any change. This list shall also include the areas for which each steward and zone representative are responsible. The University shall recognize all Union representatives and officers upon official notification to Staff and Labor Relations of their election or appointment.

Note: For the local union president elected from the bargaining unit as provided by Letter of Understanding B, #10, the terms of Union Business leave are as defined in the parties' Memorandum of Understanding, dated February 13, 2019.

Unpaid Union Business Leave: The University shall grant the Union up to two hundred (200) days annually of unpaid leave for the purpose of conducting Union business. For purposes of this provision, the employee will accrue [health and personal] leave and vacation benefits for up to ten (10) days of unpaid union business leave. However, this limit shall be waived for ten (10) zone representatives, a list of which shall be provided to Staff & Labor Relations on a quarterly basis. Additionally, this limit shall be waived for all zone representatives during negotiations. Where feasible employees will be excused for such leaves provided that the University is given five (5) working days of advanced notice prior to the date of the leave. The Union will provide Staff & Labor Relations with advance notice of union meetings which could result in significant requests for union business leave.

Unpaid union business leave includes but is not limited to grievance investigation, reporting and preparing grievances, attendance at union, local and international meetings, attendance at conferences, preparation for negotiations and other union activities.

Paid Union Business Leave: Union officers, stewards or zone representatives attending a meeting with the University, e.g., providing union representation at intake or disciplinary meetings, labor-management meetings, including those identified in Letters of Understanding B and C, in their Union capacity will be compensated at their regular rate of pay. The University will compensate Union representatives and members attending grievance meetings and mediations who are required to address the grievance. For arbitrations, the terms of Article 11 shall apply.

Cornell Proposal August 14, 2024 Page 2

For purposes of negotiating a successor agreement, the University will reimburse up to ten (10) employees for lost work time as a result of negotiating sessions with the University. In the event, the negotiating sessions exceed their scheduled time, employees will be compensated for those additional hours at their regular pay. Employees will be eligible for overtime according to the terms of Article 35, Hours of Work and Overtime. For scheduled negotiation sessions with University, employees designated by the Union as members of the Union bargaining team may request alternate work hours under Article 19, Flexible Working Hours. Such requests will not be unreasonably denied.

The University agrees to provide eighty (80) hours of **paid union business leave** per year for Zone Representatives for joint training opportunities, problem solving and grievance prevention.

The University shall grant up to three (3) employees a full-time leave under the terms of the Long-Term Personal Leave of Article 22 for a period of up to a calendar year for the purpose of holding a Local Union office. When the employee's leave expires, the employee shall be returned to **their** department to the classification and grade last held by the employee, bumping the least senior University employee in that classification and grade. The salary of the employee upon return shall be equal to **their** last rate of pay plus any increments that may have accrued during the leave. This leave is subject to annual renewal at the discretion of the University.

The Union shall notify the Director of Staff & Labor Relations in writing of its intent, at least one (1) calendar month prior to the expiration of the leave, to either return to work, request an extension of the leave, or terminate the leave.

**UAW Demand - ARTICLE 9 - SENIORITY** 

Jan M. Janil Cart grand 6/11/24

The University shall provide the Union with a master list or disk (when available) of all bargaining unit employees quarterly, showing the name, seniority, date of employment, classification, wage grade and department of each employee.

Cornell Proposal Date: July 11, 2024

Article 10:

Filling Job Vacancies

Add the following sentence after paragraph 5: [New Language]

The parties recognize the potential value of including current employees in the hiring process for professional development and to develop a constructive, mutually respectful working environment. Therefore, at its discretion, the University may include an employee in its hiring process.

Chil Jr 7/17/24

Cornell Proposal June 21, 2024

Article 12: Discipline and Discharge

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 will contact the UAW local president or designee by e-mail or phone no less than one (1) business day prior to issuing discipline for suspension or termination. The University and the Union will continue collaborative efforts in ongoing pilot representation request programs to assist in coordinating appropriate union representation.

Jan M. Jhar 6/25/24

6/20/24 6/21/24 ND DISCHARGE (hul Jan 6/26/24

**UAW Demand - ARTICLE 12 - DISCIPLINE AND DISCHARGE** 

June 21, 2024 - Counter Demand

In imposing discipline on a current charge, the University will not take into account any prior infractions that occurred more than twenty-four (24) eighteen months (18) months prior to the date of the current infraction. Periods of disability and workers' compensation of greater than thirty (30) days shall extend the life of discipline.

Jan 7. 1/hn, L 6/20/24 V Churt John, L

### **UAW Counter Demand – ARTICLE 13 – HEALTH AND SAFETY**

June 25, 2024

The University shall continue to comply with all applicable federal, state and local occupational health and safety laws for the protection of the health and safety of the employee. To this end, all employees shall receive paid health and safety training and orientations for all aspects of their job to perform their jobs safely. This training will include instruction in proper work methods, the use of protective equipment, safe maintenance and the handling of materials and proper operation of equipment, in addition to accident reporting means and protocols. Employees will not be assigned or required to operate equipment until they have received the required training on paid time.

Cornell Proposal July 3, 2024

**New Language** 

Lan M. Jhn, L 7/10/21

Article 13: Health & Safety

The University will offer to employees who frequently work in areas where there is an increased exposure to ticks, e.g., Grounds, Botanic Gardens, AES, SCL (Athletics, Facilities) an annual one (1) hour (minimum) paid training on the prevention of tick borne illnesses, including information about appropriate PPE and the tick bite reporting process. These departments will have tick removal kits available.

UAW Demand - ARTICLE 13 (2) - HEALTH & SAFETY

Chiz 2 6/11/24

Up to three (3) bargaining unit employees selected by the union local Union President shall participate in the Joint Health & Safety Committee. This committee shall meet periodically but at least quarterly with The Office of Environment, Health & Safety and others the University deems appropriate to discuss relevant health and safety concerns, to share educational information, ongoing and planned safety and training programs information, and to establish joint priorities for future safety and training programs. The agenda shall be set jointly in advance for each meeting, and at least once each year to establish future priorities. These three (3) employees shall suffer no loss of wages for time spent in such meetings or training sessions during working hours. Any alleged health and safety violations shall be reviewed by this committee, or discussed by the Union and the University, prior to involving any outside parties.

Cornell Proposal August 1, 2024

Article 14: Layoff and Recall

CANTA W/31 8/9/24

Employees laid off during the winter intercession period in the Student and Campus Life and Statler Hotel may use accrued health and personal leave during this period as leave with pay.

UAW Demand Date:

1 1

ARTICLE 17 (1) - REQUIRED APPAREL

Jun 4. Shail 7/3/24 Chit Jul 7/3/24

The University will make a reasonable monetary provide current replacement value reimbursement for clothing rendered useless through unusual or accidental events on the job. The University will not reimburse employees for clothing worn out by normal wear and tear. Each case will be considered on the basis of the circumstances surrounding it. While the decision to determine the application of this provision in each case is the University's, the employee may grieve a denial to the third step of the Grievance Procedure for final disposition by the parties. Such matters shall not be arbitrable.

Cornell Proposal Date: June 13, 2024

Article 23: Volunteer Firefighter and Emergency Medical Technician Leave

Add new sentence to end of the 3<sup>rd</sup> paragraph:

After notice to their supervisor, the employee may keep a notification device/ phone on their person during the employee's scheduled hours for the purpose of receiving emergency notifications.

June M. Jhns C 6/17/24 UAW Demand – ARTICLE 24 (2) – INCLEMENT WEATHER

Jan M. Jhrst Church Jenson Church Jenson 6/11/24

During the onset of inclement weather,—Aan employee may arrive up to 30 minutes late for their regularly scheduled shift and/or request to leave a work assignment early due to severe weather and travel conditions. Such requests shall be honored unless it would cause unreasonable hardship for the University and shall not be charged as an unscheduled absence.

Cornell Proposal Date: June 25, 2024 Chit Jon L Jun M. Jan L 6/26/24

Article 24:

Inclement Weather

Add to this Article:

In the event, the University offers an employee the opportunity to stay in or near Ithaca when inclement weather is expected, the University shall provide lodging for the employee. If the University does not provide meals, employees will receive a reimbursement using the rates set by the Division of Financial Services for meal reimbursement in Ithaca, NY: Mileage and Per Diem | Cornell University Division of Financial Services

CONTRACT LOTS

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Cornell Proposal Date: June 26, 2024

Article 24: Inclement Weather

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If a municipality or county announces that motorists are prohibited from driving on all or some of the roads that would be within the employee's normal commute, employees are not expected to violate those requirements in order to come to work. Employees unable to report to work for these reasons will not be charged an unscheduled absence.

Cornell Proposal Date: August 1, 2024

Time:

Article 31: Sick, Health Care and Personal Leave

Amend this section to incorporate the University's Health and Personal Leave policy.

Health and Personal Leave

Health and Personal Leave permits the employee income continuation when they are not able to work due to their illness, need to care for a member of their family for illness or matters relating to absences related to domestic violence, family offenses, sexual offenses, stalking, and human trafficking. Family is defined as an employee's child, spouse, domestic partner, parent, sibling, grandparent, or grandchild and the child or parent of an employee's spouse or domestic partner. These provisions meet the requirements of the New York Paid Sick Leave, NY Labor Law §196-b.

The University reserves the right to establish attendance standards, to require medical verification of employee illness and to discipline employees for abuse of health and personal leave, including suspension or discharge. The University will engage in discussions with the Union prior to modification of these standards.

Employees shall accrue health and personal leave as follows:

- Health and Personal Leave is based on the number of straight time hours paid to an employee during a pay period, at the rate of .04615 hours per hour paid. Health and Personal Leave accrual begins immediately upon employment.
- If an employee is on a paid leave (for other than vacation) for more than 20 consecutive calendar days, sick leave health and personal leave ceases to accrue. With regard to military leave, determination for accrual shall be based on the Military Training Act. The 20 consecutive days are counted from the first day of absence.
- Health and Personal Leave shall not exceed a total of seven hundred twenty (720) hours for an employee regularly scheduled to work forty (40) hours per week. All other accruals shall be prorated based on a forty (40) hour work week.
- Health and Personal Leave cannot be taken before it is accrued.

Sick leave shall be available for only personal employee illness or employee dental or medical appointments which cannot be scheduled outside regular working hours.

Employees should submit, with as much advance notice as possible, a leave request to their supervisor. for routine medical and dental appointments. In the event of an medical emergency, the employee's supervisor should be notified as soon as possible. When there is reason to suspect abuse, supervisors may request a physician's certificate to verify the employee or family member's illness.

To be eligible for <u>Health and Personal Leave</u> pay employees must abide by the call-in procedure set forth by their individual departments except when failure to notify is due to circumstances beyond the control of the employee.

James Jane 8/9/24 CANTA Cornell Proposal Date: August 1, 2024

Time:

Upon return to work from <u>Health and Personal Leave greater than five (5) days</u>, the University reserves the right to require the employee to submit proof of the reason for the absence <u>or fitness</u> to return to work. <u>Employees may choose to provide verification to their supervisor, a higher level of departmental supervision. Human Resources or Medical Leave.</u>

On the first day of a job related injury (i.e., workers' compensation), time away from work to receive first aid treatment will be considered leave with pay. However, any other lost time from work on day one will be charged to the employee's **Health and Personal** Leave.

[Delete the next 6 paragraphs]

<u>Health and Personal Leave</u> balances are canceled upon termination of the employee's employment and may not be taken as terminal leave. An employee shall not earn or use <u>Health and Personal Leave</u> when the employee is on an unpaid leave from the University.

[Delete next two paragraphs]

The following is proposed as part of the entire economic package. The parties may agree in principle to this proposal, however, the proposal will not be accepted until an entire economic

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### **Article 32 Vacation**

package is reached.

Note: the University is proposing to delete the two charts in the current Vacation article and replace with the following:

### Article 32: Vacation

Vacation shall accrue for each straight time hour worked, including paid personal leave, sick leave, holidays, and vacation, according to the following rates.

## Delete two charts and replace with the following:

Vacation Factor	Vacation Earned per Year based on 40 hours a week	
.05769	3 weeks	
	3 weeks plus 1 day	
	3 weeks plus 2 days	
	3 weeks plus 3 days	
	3 weeks plus 4 days	
	4 weeks	
	.05769 .06153 .06538 .06923 .07307	

<sup>\*</sup>Years of Service Completed are the "Years of Service" noted on an employee's Workday page.

[No change to remaining provisions of the Article.]

Cornell Proposal July 16, 2024

New Language

Article 33: Holidays

Regular employees who are not scheduled to work on the holiday will be paid for holidays at their regular rate of pay for the employee's standard workday. Standard workday is defined as one-fifth (1/5) of the employee's regular weekly hours. Employees who regularly work less than five (5) days a week will receive holiday pay based on their standard workweek and workday, e.g., an employee who regularly works 4 days a week, their standard workday is defined as one-fourth (1/4) of the employee's regular weekly hours.

7/17/24 7/16/24 Chtgh

UAW Demand
Date: 9/12/24

Acceptance is Contingent on the determination

of the economic prehape. The parties may

ARTICLE 33 (1) - HOLIDAYS

The University shall observe the holidays listed below for employees covered by this an entire

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Agreement: Limmic

- Martin Luther King, Jr.
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday After Thanksgiving Day
- Winter Holiday Period

[new language]

In the event the University implements floating holidays, employees covered by this Agreement will be eligible for floating holidays in accordance with the University Policy or Program consistent with Article 34 Other Benefits.

In the event the University does not implement floating holidays as anticipated by Article 34 on or before July 1, 2025, the following shall apply to all bargaining unit members effective beginning July 1, 2025.

In addition, there are two floating paid holidays which the employee shall select in January of each year. The floating holidays will be chosen among the following days: Employee's Birthday, Indigenous People's (Columbus) Day, Good Friday, Veteran's Day, President's Day, Election Day, Yom Kippur, Rosh Hashanah, Eid al Fitr, Eid ul Adha or a corresponding religious holiday. Effective January 2025, employees will choose their floating holidays for the calendar year by January 31 and will be chosen by unit seniority. Changes to the requested floating holiday will only be made after January 31 with the approval of the unit director or assistant director. Employees hired after January 1 will have their floating holidays pro-rated for the calendar year.

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Cornell Proposal July 10, 2024

**Article 34 Other Benefits** 

Add the following:

Voting Inclement Weather NY Paid Family Leave Spot Recognition Program CAN TA

Christ 91. 147 Leure M. Jhnol 8/9/24 Cornell Proposal August 1, 2024

Article 33: Holidays

In the event the University implements floating holidays, employees covered by this agreement will be eligible for floating holidays in accordance with the University policy or program consistent with Article 34, Other Benefits.

Cornell Proposal

Date: June 12, 2024 35 ~ 74 0 Article 26: Hours of Work and Overtime

Add "unforeseen" to the 2<sup>nd</sup> sentence of the 3<sup>rd</sup> paragraph:

Except in unforeseen emergency situations, ....

Churt Jn 6/21/24 June M. March 6/21/24

CAN TA 6/21/24

Cornell Proposal Date: June 21, 2024

Article 37: Work Out of Grade

Revise 1st and 2nd Paragraphs:

Temporary Assignments: Any employee who is assigned by their supervisor to fill in a higher level position on a temporary basis for more than one (1) working day, will be temporarily paid at the corresponding pay rate for that grade. Any employee reassigned to the same position within twelve (12) months of the previous assignment to the upgraded job will not be subject to the one (1) day waiting period.

Acting Appointments: Except when an employee is placed in an acting appointment as a backfill for another employee who is on an approved leave, an employee may be assigned an acting appointment up to six (6) months. The University will notify the Union if an extension is required, up to twelve (12) months (total). The effective day of any pay increase shall be the beginning of the acting appointment. At the end of the acting appointment employees shall return to the grade and salary previously held, plus any adjustments to salary that may have occurred in the meantime. Employees who have filled the acting appointment and apply for the posted position will be given preferential consideration consistent with the requirements of Article 10, Filling Vacancies.

Jam M. Jhn, L 6/25/24 Chut Jan 6/25/24

Jame M. Jhni L 6/11/24 Chut John 6/11/24

#### **UAW Demand - ARTICLE 40 - RECLASSIFICATIONS**

When an employee or group of employees, request a job reclassification review, the employee(s) shall provide in writing the reason for the review to the department. The Union may assist the employee(s) in any stage of this process. The department shall review such request and develop in conjunction with the employee(s) a revised job description if appropriate. Reasonable effort will be made to complete this process within sixty (60) days. The department shall forward the request to the human resources office of the college/unit within two (2) weeks of the completion of the job description. The human resources office of the college/unit will conduct a fair and objective review with the employee's input. Employee(s) input shall be sought when appropriate. The employee(s) shall be notified of the results of the review within six (6) months from the initial request.

For positions which are upgraded, the employees' pay shall be retroactive to the beginning of the pay period following receipt of the request by the college/unit human resources office. and in no event more than sixty (60) days after the department's receipt of the employees written request.

Cornell Proposal Date: June 21, 2024

Letter of Understanding B:

**Department Specific Policies** 

The University will provide the union with copies of department specific <u>disciplinary policies</u>, <u>work rules and attendance policies</u> as soon as practicable prior to implementation and/ or if any change is anticipated.

Jun M. Jhn: L Jun M. Jhn: L 6/25/24 Cornell Proposal July 11, 2024

Letter of Understanding C: AES

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Management will continue to work with employees to maintain their scheduling flexibility. When feasible, management will assign schedules that will give employees two (2) consecutive days off and not require employees to work more than seven (7) consecutive days.

Cornell Proposal June 7, 2024

Letter of Understanding C: Building Care

Revise 3rd Bullet

Managers, at their discretion, may authorize individuals to start their shifts at 4am, or at other times, as business needs arise on a temporary or seasonal basis.

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Jam M. Han. L 6/17/24 Cornell Proposal June 7, 2024

Letter of Understanding C: Building Care

Delete Bullets ##4, 5 and 7

Lan M. Jhart 6/21/24

#### MEMORANDUM OF UNDERSTANDING

Cornell University and UAW Local 2300 are parties to a collective bargaining agreement from July 1, 2022 to June 30, 2024 (the "Agreement,"). During the negotiations for a successor agreement, the parties have agreed to the following:

WHEREAS, the parties recognize that Building Care no longer offers part-time schedules, however, employees with part-time schedules were allowed to retain those schedules or move to full-time roles:

WHEREAS, currently only one employee (Cindy Meddaugh) in Building Care has a regular parttime schedule;

WHEREAS, the parties would like to amend the Building Care Subcouncil contained in Letter of Understanding C of the Agreement and delete bullets 4, 5 and 7 (set out below) which refer to placement and opportunities for regular part time employees;

- 4. Part time employees will be offered full time positions as they arise based on seniority. A part time employee who declines an offer for full time will indicate (using written dept. form) if they choose to move to the bottom of the seniority list or be removed from the list altogether. However, employees may elect to remain in their current division (contract college or endowed) and turn down a full time offer for the other division, and not lose their spot on the seniority list, in order to wait for an opening in their current division. At that point, the employee will be placed in the next available full time position. This placement may result in a different work location for the employee.
- 5. When a full time need exists on a temporary basis, a reasonable effort will be made to place a regular part time employee in good standing in the same building into such temporary need based on seniority, prior to offering the hours to a temporary employee.
- 7. If a current full time employee wishes to become part time, such request will be granted. However the employee may be assigned to a different work location. The change in appointment to part time status shall be in effect for a minimum of one (1) year. Exceptions to this shall be considered on a case-by-case basis, e.g., loss of day care, employee or family illness, etc and will be granted when possible. If the employee wishes to return to full time status, the request must be submitted in writing to the supervisor. The employee will be placed in the next available full time position. This may also result in placement for the employee in a different work location. The employee may elect to stay in the same division (i.e. contract colleges or endowed).

WHEREAS, the parties agree that the deletion of bullets 4, 5 and 7 will not affect the rights of Ms. Meddaugh to retain her regular part-time role or move to a full-time role, if she so chooses;

THEREFORE, Cornell and UAW agree to the following:

- 1. To delete bullets 4, 5, and 7 of the Building Care Subcouncil in the parties' successor agreement.
- 2. That Ms. Meddaugh retains all of the rights provided in those bullets if she wishes to retain her regular part-time role or move to a full-time role.

For the UAW Local 2300

For Cornell University

Jun M. Mush Dated: 6/21/24 Cornell Proposal June 11, 2024

Letter of Understanding C: Statler

New Language:

Employees who work six or more hours on a scheduled shift are eligible to receive an employee meal. The location and the value of the employee meal is subject to change based on business needs and requirements. Employee meals should be consumed in the Employee Break Room, the Terrace Restaurant or Mac's Café, if space is available. Employees are required to present their staff ID to the cashier. Beverages will be provided in the Employee Break Room free of charge to on-duty employees. This benefit is only available for on-duty employees.

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Jan M. Johni L blu/24

Date: June 25, 2024 PM SESSION

**Key to Changes:** 

Green: Moved

Black: No Change to UAW Language

Red: Cornell New or Reasserted Language

### **Letter of Understanding C: Sub Council Agreements**

#### Student and Campus Life

Footwear: PLACEHOLDER

#### **Cornell Dining**

Summer Scheduling: Cornell Dining experiences shutdowns and reduced service during the summer period that may affects employee schedules.

Janu M. Jans L Janu M. Jans L 5 6/27/24

The University recognizes the Union's concern and are equally committed to preserving 12-month positions as much as possible.

The University agrees to discuss issues at the regularly scheduled joint Labor/Management meetings. Additionally, prior to beginning the summer scheduling process for the upcoming summer, and no later than December 15th of that fiscal year, the University agrees to review the process and discuss any need for lay-offs with the Union.

[University would prefer to have Summer Scheduling 1st; then information for layoffs.]

#### Summer Scheduling procedure in Dining:

Any employee may request to have the summer off. These requests will be honored respecting specified deadlines and seniority. Any additional requests outside required deadlines will be reviewed on a case-by-case basis.

Cornell Proposal Date: June 25, 2024

Step 1: Dining will offer all available schedules to 20-year employees based on position/grade respecting seniority.

Step 2: Dining will offer all remaining available schedules to employees by position/grade within their home unit respecting seniority.

Step 3: Dining will offer all remaining available schedules to the remainder of employees by position/grade in dining respecting seniority.

When a schedule opening occurs after being selected in the step process above, Dining agrees to offer that opening only to summer-in-unit staff based on position/grade respecting seniority.

<u>Temporary employment in Department of Building Care, Residential Services</u>: Referral to Residential Services for temporary summer employment will be offered within the scheduling procedure above. Employees will be offered schedules in this area respecting seniority and based on their availability for work.

Employees on disability or workers' compensation leave: If an employee is released from disability or workers' compensation leave, the employee shall provide the department one week's notice of availability to return to work. The employee will be returned to his/her position if available. If an employee's position is not available, the employee will be offered any open position the employee has the ability to perform or will be placed on summer layoff.

#### If Summer Layoff is necessary:

Employees whose services are not required during the summer intersession will be laid off in line with their seniority within their work unit provided the remaining employees are able to perform the work.

Employees may request a summer layoff which will be honored with respect to seniority.

Cornell Proposal Date: June 25, 2024

Employees who desire to work in a temporary position at the University during this period must make that desire known, in writing, using a form that Dining provides to each employee during the summer scheduling process. Dining, SCL HR and the University's Talent and Recruitment office shall match laid off employees to available assignments considering seniority, current classification/grade and the ability to perform the work. The University will make every effort to locate temporary employment for those affected employees. Employees hired to work in a temporary position shall be paid their regular rate of pay, but no more than the maximum of the applicable bargaining unit wage grade. Both parties recognize that such opportunities may be limited.

Employees working in a temporary position at the University during this period, who have available vacation and health and personal leave hours and who request and are granted time off with pay, will be paid at their regular rate of pay.

Employees who are in temporary positions who are not required to work on a holiday will be paid at the rate of pay the employee is receiving in the temporary position. Benefits listed in Articles 31 and 34 will continue to accrue during temporary employment.

If needed, employees will be recalled to work in their regular work unit and classification in line with seniority, provided the employees are available for work at the time of the need and are able to perform the work. In order to be recalled, employees who have requested vacation during unscheduled work periods must inform their departments of their availability for work.

Employees who are hired to work in temporary positions are working in non-bargaining unit positions as defined in Article I, Recognition.

Early Release for Other employment: Dining will consider employee requests for early release from their home unit to accept other temporary employment on a case-by-case basis.

Cornell Proposal Date: June 25, 2024

Training Days: MAINTAIN CURRENT LANGUAGE

Meal Benefit: : MAINTAIN CURRENT LANGUAGE

#### **Seniority Based Assignments - Article 35:**

Throughout the year, when there is a vacancy in Cornell Dining, it will be posted internally for Cornell Dining employees to view and express interest through applying. Selections for these lateral transfers will be awarded to employees in good standing by position/grade with respect to in-unit status and seniority. The remaining vacant schedule, due to a lateral transfer, will then be offered to in-unit employees respecting position/grade and seniority.

Joint Labor/Management meetings will be used to review and discuss the lateral transfer process including currently held temporary or agency employee positions (in accordance with the timing and procedure established by Dining after the conclusion of this process). It is recognized that there may be exceptions based on explained business needs and/or to prevent detriment to Dining's operations.

#### New Language

#### MEMORANDUM OF UNDERSTANDING

Cornell University and UAW Local 2300 are parties to a collective bargaining agreement from July 1, 2022 to June 30, 2024 (the "Agreement,"). During the negotiations for a successor agreement, the parties have agreed to the following:

WHEREAS, the UAW <u>has made an on-going information request</u> for copies of the summary position descriptions for the positions in the bargaining unit;

WHEREAS, the University is willing to provide those documents to the UAW;

THEREFORE, Cornell and UAW agree to the following:

- 1. The University will provide the UAW with copies of the summary position descriptions for the positions in the bargaining unit;
- 2. With respect to its initial provision of the summary position descriptions, the University will endeavor to provide these documents to the UAW by October 1, 2024;
- 3. In the event, the University requires more time, it will request an extension of time from the UAW, which request will not be unreasonably withheld.
- 4. <u>After the initial submission of summary position descriptions in 2024, the University will provide</u> the UAW with summary position descriptions as they are updated.

For the UAW Local 2300

Chut grand Dated: 4/27/24

For Cornell University

Jaunie M. Jhn/L Dated: 6/27/24 Cornell Proposal August 13, 2024

The following is proposed as part of the entire economic package. The parties may agree in principle to this proposal, however, the proposal will not be accepted until an entire economic package is reached.

#### Article 17: Required Apparel

Delete last paragraph of Article 17, replace with the following:

If the department does not provide the required shoe or clothing and if the relevant sub-council references the allowances provided in Article 17, the following annual allowances apply:

Clothing or Shoes	Annual Amount
Slip Resistant Shoes	\$95/yr
Safety (Steel Toe) Shoes	\$180/yr
Clothing	\$230/ yr
Dining (Pants)	\$100/yr

This allowance is payable in the employee's paycheck is subject to applicable taxes and will be paid on an annual basis as established by the college or unit. Clothing allowances in Facilities and Campus Services (except Building Care) and the College of Agriculture and Life Sciences will be prorated for employees hired in mid-year of the contract period. This pro-rated amount will be retroactive to the date of hire and will be paid as soon as practicable at the end of the employee's probationary period.

Prescription Safety Glasses: A reimbursement of up to five-hundred dollars (\$500) for a period of four (4) years for prescription safety glasses is available for those employees whose position requires safety glasses. The employee must submit appropriate documentation for the purchase of such glasses for reimbursement.

### Letter of Understanding C: Cornell Botanic Gardens

To this end, management will provide each regular employee with five (5) shirts and two (2) hats with the Cornell Botanic Gardens logo or equivalent credit towards Botanic Gardens logo wear, so that they are identifiable to Cornell students, faculty, staff, and visitors while at work as well as the clothing and safety shoe allowance provided in Article 17, Required Apparel, each year for the life of the agreement.

# Letter of Understanding C: Cornell AES/Farm Services/ Horticulture/Poultry Science

To this end, regular employees shall receive the safety shoe and clothing allowances provided in Article 17, Required Apparel, per year after they have successfully completed their probationary period. Staff hired in mid-year shall receive a pro-rated amount.

#### Letter of Understanding C: Laboratory of Ornithology [new language]

The University will provide full-time regular custodial employees with five (5) shirts, one (1) sweatshirt, a winter jacket and the slip resistant shoe allowance provided in Article 17, Required Apparel, each year for the life of the Agreement.

The University will provide full-time regular maintenance mechanics with the clothing and safety shoe allowances provided in Article 17, Required Apparel, each year for the life of the Agreement.

Employees whose positions require prescription safety glasses may, with supervisor approval, submit a request for reimbursement as provided in Article 17, Required Apparel.

## Letter of Understanding C: CALS Dairy Plant [new language]

To this end, if the required shoes are not provided by the university, regular employees shall receive the safety shoe and slip resistant shoe allowance provided in Article 17, Required Apparel.

#### Letter of Understanding C: CU Hospital for Animals [new language]

The University will provide full-time regular employees in the Companion Animal Hospital, Janet L. Swanson Wildlife Hospital, and Small Animal Community Practice with the slip resistant shoe allowance provided in Article 17, Required Apparel, each year for the life of the Agreement.

The University will provide full-time regular employees in the Equine Nemo Farm Animal Hospital with the safety shoe allowance provided in Article 17, Required Apparel, each year for the life of the Agreement.

## Letter of Understanding C: CVM: Waste Management/Dairy Barn [new language]

If the University does not provide the required clothing, the University will provide full-time regular employees in the waste management facility with the safety shoe and clothing allowances provided in Article 17, Required Apparel, each year for the life of the Agreement.

If the University does not provide the required clothing, the University will provide full-time regular employees in the teaching dairy barn with the safety shoe and clothing allowances provided in Article 17, Required Apparel, each year for the life of the Agreement.

### Letter of Understanding C: Building Care [new language]

Add to 1st Bullet:

Employees will receive the slip resistant shoe allowance provided in Article 17, Required Apparel.

## Letter of Understanding C: Emergency Light Testers

Full-time employees shall receive a safety shoe allowance and a clothing allowance as provided in Article 17, Required Apparel, each year for the life of the contract. Staff hired in mid-year of a contract period shall receive a pro-rated amount retroactive to their date of hire as a regular employee.

#### Letter of Understanding C: Transportation and Delivery Services [new language]

For the employees in Transportation and Delivery Services, including Fleet Services (Vehicle Mechanics, Detailers), Red Runner, and the sign mechanics: if the department chooses not to provide required footwear, employees will receive the safety shoe allowance provided in Article 17, Required Apparel. Any required particularized apparel, *including suitable outerwear*, will be provided by the department.

Employees who are required to wear safety glasses are eligible for the prescription safety glasses reimbursement benefit in Article 17, Required Apparel.

## Letter of Understanding C: Grounds

Full-time employees shall receive a safety shoe allowance and a clothing allowance as provided in Article 17, Required Apparel, each year for the life of the contract. Staff hired in mid-year of a contract period shall receive a pro-rated amount retroactive to their date of hire as a regular employee.

#### Letter of Understanding C: R5

Full time employees shall receive a safety show allowance and a clothing allowance as provided in Article 17, Required Apparel, each year for the life of the contract. Staff hired in mid-year of a contract period shall receive a pro-rated amount retroactive to their date of hire as a regular employee.

## Letter of Understanding C: Zone and Shift Maintenance Mechanics

Full-time employees shall receive a safety shoe allowance and a clothing allowance as provided in Article 17, Required Apparel, each year for the life of the contract. Staff hired in mid-year of a contract period shall receive a pro-rated amount retroactive to their date of hire as a regular employee.

#### Letter of Understanding C: Statler

Replace 4th Bullet:

Employees will receive the slip resistant shoe allowance provided in Article 17, Required Apparel.

Maintenance mechanics will receive the safety shoe allowance provided in Article 17, Required Apparel.

Cornell Proposal August 13, 2024

Letter of Understanding C: Student and Campus Life

Add to 1st Bullet:

If the department chooses not to provide required footwear or required particularized clothing, Student and Campus Life employees in the departments identified below will receive either the shoe allowance and/or clothing allowances provided in Article 17, Required Apparel.

#### **Dining**

Employees will be provided with uniform shirts, hats and aprons. Dining employees (other than Material Handlers) will receive:

- Slip Resistant Shoe allowance (Article 17)
- Dining Pants allowance (Article 17)

Material handlers will be provided with uniform shirts, jacket and receive:

- Safety Shoe allowance (Article 17)
- Dining Pants allowance (Article 17)

## Departments with Required Footwear (Slip Resistant Shoes) (Article 17)

Conference and Event Services; Custodial Crew Retail Services (Print Shop and Warehouse)

### Departments with Required Footwear (Safety Shoe) ) (Article 17)

Oxley (all titles in Oxley) SCL Facilities

### Departments with Clothing Allowance under Article 17

Oxley (all titles)

### Departments with Required Clothing provided by SCL

Athletics & Physical Education (except Oxley)

Conference and Event Services; Custodial Crew

SCL Facilities (Dining & Athletic) – At hire, employees will be provided with the following:

- Five (5) shirts
- One (1) Sweatshirt
- SCL Athletic Facilities only
  - o One (1) Winter Jacket (to be replaced every four (4) years)
  - One (1) Rain Gear set to include coat/pants (to be replaced every year)

On an annual basis, employees in SCL Facilities may receive two (2) replacement shirts.