

PRIVILEGED & CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

BTC Jurisdiction and Third-Party Access to Cornell Property

- An arbitration award, confirmed by a federal court, mandates that Cornell include a union labor provision in any easement granted to a third party to do work on Cornell property. This award arose from work performed by NYSEG in its easement area on West Campus. This requires adjustments to our practices regarding work by others on Cornell property under various arrangements, including but not necessarily limited to easements.
- The BTC has been pursuing many grievances over the scope of its exclusive jurisdiction (craft maintenance in certain trades on “University facilities”), despite the fact that it had not been raising objections in the past under the same contract language. Nonetheless, arbitrators have repeatedly been willing to read this very broadly, as covering all property owned by Cornell. The contract is up for renegotiation in Spring 2026, and the topic of jurisdiction will likely be a topic of bargaining. Until the contract language is adjusted, the university must proceed carefully.
- We cannot grant easements for projects that are initiated by a third party (NYSEG, municipalities, etc) for their general benefit and on which the third party cannot accept a BTC labor restriction. If the third party wants to move forward, they will need to take the easement by eminent domain.
- For Cornell-initiated projects involving a grant of an easement or other property right interest to a third party that will perform work covered by the BTC’s jurisdiction, there are three important considerations:
 - Who will perform the work. Find out which work will be performed by which union.
 - Timeline. You must build in extra time for Labor Relations, Real Estate, and Counsel’s Office to understand the proposed work, investigate how it relates to the arbitration award, and provide guidance on paths forward. Contact us as soon as possible and be proactive with questions.
 - Budget. If a project absolutely must proceed with an arrangement that does not comply with the arbitration award, the project must be able to budget sufficient funds to cover any damages claim brought by the BTC.
- This is a fluid situation, and there are some questions we don’t have answers for yet, including:
 - Whether the award will be extended to apply outside of the easement context (e.g., for ground leases, leases, licenses, etc)
 - Whether the BTC will accept and not grieve work done by non-BTC signatories, as long as it is performed by union labor (some positive signs so far, but no guarantee)

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- Whether the award will apply to work performed in new easements only, or also to existing easements previously negotiated
- Examples of BTC jurisdiction: carpenters, electricians, painters, masons, plumbers, sheet metal workers, and laborers