

New Contract Negotiation Points for Ratification:

A CBA covering Sept. 1, 2010 – August 31, 2013 between The Union @ Cooper Union and The Cooper Union

Article Three: Union Rights

- 1) 4 hours release time from regular workday without loss of pay to attend union meetings during a contract year. (This is a change from 1 hour release time twice a year)

Article Five: Grievance and Arbitration

- 2) Increase to 30 working days the deadline to appeal a grievance denied at step 1. (Originally 15 days)
- 3) Demands for arbitration will be filed with the Federal Mediation and Conciliation Service. (Filed formerly with American Arbitration Association)

Article Six: Appointment / Scheduling letters and Probationary Period

- 4) Following initial appointment letters, members shall be given annual scheduling letters no later than June 15th setting out their expected schedule (weeks/days/hours) for the coming fiscal year. In the event a change in a member's expected schedule becomes necessary, the Employer shall give the affected member notice of the change as follows: permanent change, not less than three (3) weeks notice; temporary change; not less than one (1) week notice.

Article Eight: Benefits

- 5) Five consecutive scheduled workdays may be taken for bereavement leave. (Language clarification)

Article Ten: Compensation

- 6) Minimum rates for hire have been set at \$35,000 / yr for FT employees; \$17 / hr. for PT employees. Members of the bargaining unit currently making less than these minima shall have their salaries/hourly rates increased, effective September 1, 2010, by the greater of (a) the amount necessary to bring them up to the minima or (b) their current salary/hourly rate increased by the September 1, 2010 annual increase.
- 7) Annual Increases: September 1, 2010: 2.5%. September 1, 2011: 3%. September 1, 2012: 3%

- 8) Night differential: Members of the bargaining unit shall receive additional compensation for hours worked between 10:00 p.m. and 6:00 a.m. (night differential). Where the employee is not entitled to overtime pay for those hours, the night differential shall be 10% above the employee's straight-time rate (i.e., the employee shall receive 110% of his/her straight time rate for those hours). Where the employee is entitled to overtime pay for those hours, the night differential shall be 5% above the employee's straight-time rate (i.e., the employee shall receive 155% of his/her straight-time rate for those hours).
- 9) Longevity. The then-current base salary/hourly rate of members of the bargaining unit will be increased by one-half of one percent ($\frac{1}{2}\%$) upon completion of ten (10) years of service at The Cooper Union. (Longevity increases are already in place for 15 years, 20 years and 25 years)

Exhibit Six, side letter agreement on the amendment of practices & policies

- 10) Effective September 1, 2010, vacation days taken when Summer hours are in effect are considered to be equal to one day of vacation taken when regular hours are in effect. (Previous calculation was 1.25 days for 1 vacation day taken during Summer Hours)
- 11) Effective September 1, 2012, the maximum number of vacation days that an employee may be compensated for upon termination is thirty-three (33) days (a maximum of 22 days that may be earned and accrued in the year of termination plus the maximum of 11 days that may be carried over from the previous year.) (Previous carry-over from year to year has been 22 days, the maximum compensation for vacation days upon termination has been 44.)
- 12) Effective September 1, 2011, members of the bargaining unit are entitled to 5 weeks of paid parental leave following the birth or adoption of a child.