

## UCU WELCOMES



From left:

**Malcolm Wolf Gemmill**,  
born January 19, 2013,  
Kressent Pottenger  
(Continuing Education)

**Wyatt Wray Crowell**,  
born September 5, 2013,  
Margaret Wray, (Art)

**Gabriella Shvadron**,  
born June 8, 2012,  
Jerry Shvadron, (Library)

## UCU BIDS FARWELL TO



**Richard Knox**, our colleague & friend passed away on July 4th 2013 after a long battle with cancer. For over two decades he mentored artists, architects, makers and thinkers during their time in the Sculpture Shop. He was a dedicated artist and a meticulous craftsman. His creative work exemplifies the kind of attention to detail and care that recounts his sensitivity as a person. He was an incredibly generous and loving person. We all miss him terribly.



**Pat De Angelis**, worked in the School of Architecture from 1998 to December 2012. Pat passed away on December 23, 2012. Pat was devoted to her fellow man. Over the years she contributed enormous amounts of time to many groups and organizations such as the Women's Action Coalition, Chinese Staff and Workers Associations, the ACLU, Housing Works, Community Board 3, Sustainable South Bronx, Women in Black, Granny Peace Brigade & Occupy Wall Street. Missed by many.

The Union @ Cooper Union  
30 Cooper Square, 5th Floor  
New York, NY 10003

Volume 6  
Issue 1  
December  
2013



# WHAT WE'VE BEEN DOING

The Cooper Union has kept us really busy this fall. On November 6, 2013, we met with President Bharucha to address the work environment at Cooper and the mounting concerns of staff. We believe the managers need help understanding the contract, as most managers, deans and supervisors continue to be confused about, unaware of and / or unwilling to read or follow the UCU contract. This is creating an extremely stressful working environment.

### HERE ARE THE ISSUES WE DISCUSSED:

- Positions have been combined, resulting in new hires doing the work of two or three people.
- Positions have been eliminated, and the duties spread among other workers, several without compensation.
- Job titles have been changed without any notice to staff, with a significant number finding out long after the fact. Shop Assistants need their titles to reflect the various disciplines where they work, i.e. sculpture, print shop, electric engineering, etc.
- Appointment letters have been altered or delayed, and the terms of probation for new employees are inconsistent among the appointment letters. Currently-employed, part-time employees should receive appointment letters for the coming fall by June 15. This year, some received theirs in late September.
- Several departments have been restructured and relocated, resulting in stress, uncertainty and fear among staff. We all just want to do our jobs, do them well and feel we are making an appreciated and important contribution to The Cooper Union.
- Supervisors have created and revised job descriptions, which should be created by our employer, The Cooper Union, and provided by the HR Department. The excuse that the supervisor could not find the original job description is inexcusable. All job descriptions should be kept in the Business Office along with personnel files. Personnel files continue to be kept outside the Business Office, creating privacy concerns and violating the contract.
- Employees have been questioned about and intimidated for absence due to illness.
- Employees are being asked to "report" on other employees' attendance, punctuality and illnesses, creating an atmosphere of distrust and paranoia.
- Most managers, deans and supervisors continue

to be confused about, ignorant of, and / or unwilling to read or follow the UCU contract.

- Many are concerned and fearful hearing rumors that our security guards will be carrying weapons.

At present, there is no accountability when managers, supervisors and deans violate the contract and / or act in an abusive manner toward their staff. It is not within HR's purview to discipline management. HR often addresses these various issues, but HR has no authority to hold them accountable.

### WE MADE THE FOLLOWING REQUESTS:

- We requested that the President designate a point person who will educate our supervisors, managers and deans, address the continuing contract violations and follow through with consequences when problems persist.
- We also requested the importance of and the urgent need for the creation of a new and comprehensive school directory. At present, the online directory is organized by last name. If one does not know the employee's last name, they cannot be located. The various departments, in addition to the schools, should also be included, along with employee titles, contact info and location.

On the Friday following the Wednesday meeting with the President, we were recently notified that a new faculty/staff directory is in the works and is expected to be completed by the end of this semester.

While trying to deal with these issues, your UCU executive committee has been getting to know one another, filing important government-required documents and organizing training sessions for the Area Reps and Executive Committee. We have and continue to meet with NYSUT organizers, who provide support, guidance and encouragement.

### UCU MEMBERSHIP MEETING

**Tuesday December 3<sup>rd</sup>**  
**12–2 pm**  
**Room LL101, 41 CS**  
Agenda:  
Updates &  
General Information

UNION @ COOPER UNION, NYSUT LOCAL #37-901, AFT #6420

The Cooper Advocate



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## Our contract expired. Does that mean I don't have union protection?

Our contract expired on August 31, 2013. That does NOT mean that Cooper Union is allowed to ignore the terms and conditions that had been agreed to in that expired contract.

In 1980, the National Labor Relations Board (the government agency that oversees employers and unions in the private sector) ruled that "Although an employer's contractual obligation ceases with the expiration of a contract, those terms and conditions established by the contract in governing the employer-employee relationship... survive the contract to present the employer with a continuing obligation to apply those terms and conditions, unless the employer gives timely notice of its intention to modify a condition of employment and the union fails to timely request bargaining..." What does that mean in English, you ask? That all the benefits and protections (health insurance etc.) that were negotiated in the contract still apply. We can't expect another raise though (since the contract only covered a raise through 2012) unless we get Cooper to agree to one or we negotiate a successor contract.

## Are we going to negotiate a successor contract?

YES! We are working now to prepare for negotiations. In August, the UCU approached the administration requesting an extension of our current contract with a 3% cost of living increase. Initially, the Administration said yes to the contract and no the cost of living increase. Then the following week they indicated that there are other issues, i.e. health benefits, that they want to address.

We have lots to do in terms of harnessing all the power we have – reaching out to members, learning from you about the improvements you'd like to see in the contract, and working together to show Cooper that they can't solve their financial woes on their backs of their staff. We hope to begin negotiations as soon as we have acquired feedback from our membership regarding changes they would like to see in the contract and as soon as the Administration agrees to a starting date.

## WHAT YOU CAN DO: U@CU OPEN POSITION

Area Rep 300 for Buildings and Grounds

*Let us know you're interested!  
Send an email to [memberucu@gmail.com](mailto:memberucu@gmail.com)  
with "area rep" in the subject line*

## What is a union?

Simply, a union is an organization made up of workers designed to protect their interests and improve their wages, benefits, job security and the conditions of their work. When we first formed our union in 2004, we changed the basic power relationship between Cooper Administration and staff.

Before our first contract was ratified, as long as they did not violate federal or state laws, management could unilaterally make all the decisions about our jobs (pay increases or lack thereof, benefits, etc.) and could fire any of us for almost any reason or no reason at all. Once we formed our union, we won the right to negotiate over all the terms and conditions of our employment.

The end product of these negotiations is our contract, and unlike pre-union personnel handbooks and policies, our contract is a legal document which cannot be changed at the whim of management. We made many real improvements, both economic and non-economic, in our first contract and continue to build on those improvements in each successor contract. We also built an organization (whose power we have yet to fully utilize) capable of protecting and bettering our working lives even in the face of Cooper's recent financial and managerial challenges.

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## Testimonials: What was life like at Cooper Union for you prior to the Union?

*"Before the union, part time employees had no access to health care, had pay freezes and the biggest pay increase people would get was 1-2%."*

• Cara DiEdwardo, SCHOOL OF ART

*"I remember what it was like to work at Cooper Union as a part-time (28-32 hours per week) worker before we had a union: In four years, I never had a raise. I was not paid for sick days, so I either had to come to work sick or lost that day's pay. I did not receive any paid vacation or holiday pay. I didn't have a place to go or someone to consult if I felt my work conditions were unfair. I didn't get to participate in TIAA-CREF retirement benefits. So if you're unhappy paying union dues, I suggest that you consider the recent past or, sorry to be so blunt, do the math."*

• Marget Long, COMPUTER STUDIO

*"Before the Union, the Deans had their own anonymous criteria to determine our raises. The Power of the Union has given all members fair pay increases and overtime pay"*

• Liz Leon, ENGINEERING

*"Prior to the union there was no holiday pay and on top of that once work did start again, you'd have to wait a whole month before getting a check, I used to live off of credit cards just to get by. There was also no health care prior to the union. If I had a medical situation I would seek out the free med truck and stand in line sometimes for hours just to be treated. There was no follow up care or anyone to call if you got worse, which would often result in an expensive visit to the ER."*

• Amy Westpfahl, ART, UCU SECRETARY

## Fringe Benefits

Did you know that as a NYSUT member, you are eligible for discounts on travel, theatre tickets, car rentals, insurance benefits, financial services, legal services and low cost apartment insurance, to name a few of the perks.

We encourage all NYSUT members to join MAP (Member Alert Program) Alert email service to be among the first to learn about new endorsed programs & services, changes to existing programs, and various prize drawings. MAP Alerts are sent out approximately once every three weeks. <http://memberbenefits.nysut.org/>

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## What are dues? What are they used for?

Much like Cooper Union is dependent on real estate, investment income and charitable contributions (and, unfortunately, now tuition to some degree) to fund its noble mission of educating students, the Union (both the UCU and its parent unions, NYSUT and AFT) are dependent on dues to fund their noble mission of protecting and improving the rights and benefits of workers. A portion of each UCU member's dues stays within our local union and a portion of each UCU member's dues is "passed along" to NYSUT and AFT.

The local's expenses are used for day-to-day things necessary for the operation of the union (computer software, phone charges, campaign buttons, office supplies, postage, refreshments, etc.) and to retain other professionals we may need in order to comply with our fiscal and legal obligations as a union (a bookkeeper, for example, and occasionally an auditor). We haven't needed to use it thus far, but our contract gives us the crucial right to neutral, third-

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## What's a grievance?

A grievance is a violation of our contract with Cooper Union, essentially when a supervisor or manager intentionally (or unintentionally) does not follow a clause of the agreement which UCU came to with management. Sometimes a worker may have an issue with the way s/he is treated by management but unless the treatment actually violates the contract, it is really a complaint, not a grievance.

It's important for all staff members to read the contract to know what is covered. In any case, complaint or grievance, the first step toward resolution is to try and work things out with your immediate supervisor. Ask your Area Representative for help. S/he can help you determine whether your concern is a complaint or a grievance, help you prepare for your meeting with your supervisor and accompany you as an advocate. If you approach your supervisor with a grievance, s/he has 15 days from the meeting to respond in writing to your concern. If the concern is not resolved, the next step is for UCU to step in to oversee Step 2 and Step 3 of the official grievance procedure as outlined in our contract.

party arbitration at the end of the grievance process. This means that if we can't settle our disputes internally, an unbiased professional has the final say in determining the outcome through arbitration.

Arbitration, however, is expensive. Even a short one-day hearing will cost close to \$2500 (the arbitrator typically charges \$1200 a day plus expenses with one day of research for each day of the hearing). Arbitration costs are split between the union and the employer and half of UCU's costs are covered by NYSUT. Even still, just a one day arbitration would cost our union over \$500. Finally, there are other things we could use our local monies for, if we choose to. We could start to put some money aside for a strike fund, for example, something that falls under the category of "Things You Hope You Never Have to Use but Are Unspeakably Valuable When and If You Need Them."

The dues that are passed along to NYSUT/AFT are used to fund the expenses of these organizations – everything from offices to salaries to utilities to computers to mailings

Addressing grievances (and complaints) can be very stressful. You don't have to do it alone. Please reach out to your Area Representative for guidance and support. Remember, UCU can't help you with a concern if we don't know about it.



**UCU Thanks:**  
**Cara DiEdwardo**  
**for laying out the newsletter**  
**Cynthia Hartling, Sara Lerner**  
**& Ian Hochstead**  
**for auditing the union financials**  
**& Kimberly Bowers**  
**for her work updating**  
**the UCU website.**  
**Our Labor relations specialist**  
**John Schlechty &**  
**NYSUT organizers**  
**Daniel Esakoff**  
**Julie Berman**  
**Jesse Leiken**  
**for their continuing support.**

to conferences/workshops for members. Here are some of the things that NYSUT/AFT provide to us and their other local affiliates in return for dues payments: a Labor Relations Specialist assigned to us to provide assistance to our officers regarding legal matters, financial research, bargaining, and health and safety issues; various publications and website resources; professional development conferences and workshops, as well as specific local trainings at our request; consumer discounts and supplemental insurance plans through the member benefits program; and lobbying on a state and national level for such things as increased funding for Pell grants and TAP monies.

In addition, NYSUT/AFT both have organizing departments, a crucial component of any union. The relatively recent organizing drives for both staff and adjunct faculty at Cooper were funded by dues monies since NYSUT/AFT members know that all workers benefit as more and more workplaces are organized. And, again, as mentioned above, NYSUT pays for half of UCU's costs for any arbitration hearing.

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## Contract Highlights:

**Sick Days:** Employees, who are absent due to illness, receive their regularly scheduled pay. You cannot be asked to provide medical documentation until you have missed five consecutive work days.

**Overtime:** If you work beyond 40 hours you will receive over time at the rate of 1.5 times your straight time hourly rate. You cannot be asked to "volunteer" to work outside your regularly scheduled work hours.

**Tune In: The following resources can help you stay up to date about the changing economy.**

• Belabored podcast: Listen to a new generation of labor journalists discuss the future of work, featuring host Sarah Jaffe. <http://www.dissentmagazine.org/tag/belabored/page/3>

• Labor Notes: You might not read about it in the Times but Labor Notes is fulfilling the need for more reporting on workers, get the latest on domestic and international organizing campaigns! <http://www.labornotes.org/>