

Whereas, the Cooper Union is implementing furloughs of thirty-three (33) members of the Union@CooperUnion bargaining unit on July 7, 2020,

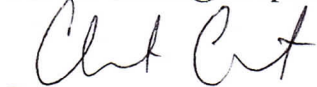
Whereas, the Cooper Union determined which members of the UCU bargaining unit were to be furloughed by evaluating the amount of work each bargaining Unit members is responsible for during this pandemic and not by evaluating their performance,

The parties agree to the following terms and conditions regarding the furloughs:

1. The Cooper Union will determine when the time is appropriate to return furloughed employees to work
2. All furloughed employees who prior to the furloughs were enrolled in the health insurance coverage offered by the Cooper Union will have said coverage continue throughout the furlough period
3. Furloughed employees who opt to continue health insurance coverage throughout the furlough period will be responsible for the payment of their share of the premium cost, with assistance from the Cooper Union, if requested
4. Furloughed employees will have the option of withdrawing monies from their respective flexible spending accounts and childcare funds
5. At its discretion, the Cooper Union will ask some of the furloughed employees to work on a part-time basis during the furlough period
6. The hours of work for furloughed employees asked to work part-time will be in full-day increments
7. No furloughed employee asked to work part time during the furlough period will be penalized for declining an offer to work part time
8. Employees who accept the Cooper Union's offer to work part-time during the furlough period will follow health & safety protocols when working in Cooper Union's buildings
9. When the Cooper Union asks furloughed employees to work part-time, as well as notifies employees that the furlough period has ended and the employee may return to work, it will send messages to both the Cooper Union email and personal email address of the employee with a copy sent to the Union
10. The Cooper Union will not assign work that falls within the purview of bargaining unit members to any other employees of the Cooper Union. Exceptions to this may be made after all bargaining unit members in the affected area who have been offered the opportunity to work decline such offers and the Cooper Union consults with the leadership of UCU

11. The Cooper Union will make a good faith effort to give two-weeks' notice to an employee who is being asked to return to work full time. It is acknowledged that in some instances the Cooper Union will not be able to give two-weeks' notice. In such instances, the employee who is unable to return to work earlier than within two weeks will not be penalized.
12. The Cooper Union will not evaluate the performance of any furloughed employee (to determine the merit of a raise or promotion, as two examples) throughout said employee's tenure as an employee of the Cooper Union on the basis of their being furloughed nor on the basis of any failure to perform work as a direct consequence of their being furloughed.
13. The Parties will jointly develop "out-of-office" automatic phone and email announcements that are tailored to the specifics of the work responsibilities of each employee.
14. The Cooper Union will not penalize bargaining unit employees who are responsible for the lending of School equipment (lab and art supplies, i.e. photo and video equipment as examples) but are on furlough when the equipment is due back, or if said equipment on loan does not get returned back to the school.
15. No furloughed employee will lose their accrued, but unused, vacation hours/days. Determination regarding use of accrued, but unused days will be negotiated between the parties before their return from being furloughed.

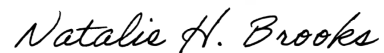
For the Union@CooperUnion



Date

7/23/2020

For the Cooper Union



Date

8.12.2020