

COLLECTIVE BARGAINING AGREEMENT

between

The Cooper Union for the Advancement
of Science and Art

and

The Union @ Cooper Union

Local 6420, NYSUT, AFT, AFL-CIO

September 1, 2017 – August 31, 2020

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This AGREEMENT is made by THE COOPER UNION FOR THE ADVANCEMENT OF SCIENCE AND ART (“Cooper Union” or the “Employer”) and the UNION @ COOPER UNION, Local 6420, NY-SUT, AFT, AFL-CIO (the Union) as of the 1st day of September, 2017.

ONE: RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for a bargaining unit consisting of: All full time and regular part-time clerical, administrative, technical, buildings and grounds/maintenance staff employed by the Employer at its Cooper Union Campus which includes its facility located at 30 Cooper Square and other nearby facilities. Excluded from the bargaining unit are all other employees, including all faculty, managerial employees, confidential employees, and those in the following Schools and Departments: **Architecture**, Administrative Associate (Confidential); **Art**, Assistant to the Dean for Academic Affairs (Confidential); **Business Office**, Executive Assistant to Vice-President/Assistant to Board/Secretary to CURF, Budget Analyst, Payroll Coordinator, Benefits Coordinator, Budget Assistant, Accounts/Benefits Coordinator; Engineering, Administrative Associate (Confidential); **President’s Office**, Assistant to the President for Administrative Affairs; **Admissions**, Assistant Director of Admissions; **Computer Center**, Acting Director of Administrative Database, Software Systems Engineer, Associate Director of Telecommunications, Associate Director of Administrative Systems, Manager of Brooks Design Lab; **Development**, Assistant Director for Special Gifts, Manager of Database, Associate Director of Institutional Giving; and guards, professional employees and supervisors as defined in the Act.

TWO: CHECKOFF OF DUES AND AGENCY FEE

- A. Upon receipt of a bargaining unit member's written authorization (the form of which is annexed hereto as Exhibit 1), The Cooper Union shall deduct from such employee’s salary in accordance with this Agreement, such employee’s Union dues or Agency Fees as certified by the Treasurer of the Union and remit same to the duly authorized representative of the Union, together with a list of the names of the employees from whose salaries deductions were made. Such written authorization shall not be irrevocable for more than one year or beyond the termination date of this Agreement, whichever occurs sooner, and may be revoked at an appropriate time by the employee by written notice to The Cooper Union. In absence of such notice of revocation, the authorization shall be automatically renewed for an additional year-long period or until the end of the collective bargaining agreement, whichever occurs sooner. The Cooper Union agrees to transmit to the Union dues and Agency Fees deducted for a pay period in a timely manner, by the 15th day of the month immediately following the last workday of the applicable pay period. The Cooper Union shall furnish information relative to employees' salary changes to facilitate the Union's monitoring of dues and agency fee deductions. Such information shall be furnished by the 15th day of the month immediately following the salary change. The Union shall have the exclusive right of check off. The Union agrees to hold The Cooper Union free from all liability in connection with dues and agency fee collections except for the lack of ordinary diligence and care in transmittal of the monies to the Union.
- B. All employees covered by the Agreement who fail voluntarily to acquire and maintain membership in the Union, shall be required as a condition of continued employment to pay to the Union each month, beginning no later than thirty-one (31) days after the date of their employment, or the later of the ratification of this Agreement by the Union’s membership and approval of this Agreement by the Employer’s Board of Trustees, whichever is later, an

Agency Fee (a service charge as a contribution toward the cost of administration of the Agreement and the representation of Employees). The amount of such Agency Fee shall be not more than the amount uniformly required to be paid as dues by those Employees who choose to become members of the Union. The Union agrees that it will indemnify and hold The Cooper Union harmless from any damages and/or costs and expenses sustained by reason of any action taken by The Cooper Union under this Section B.

THREE: UNION RIGHTS

- A.** In carrying out its business, the Union shall have reasonable access to bargaining unit member mailboxes and other interdepartmental, interoffice and interschool communication facilities and e-mail, reproduction, and photocopying equipment. The cost of the foregoing shall be borne by the Union.
- B.** The Employer agrees to provide the Union with office facilities on its premises for the use of the Union solely to carry out business relating to business matters and concerns of the Union and its members. The obligation and cost of maintaining and operating any such office facilities (e.g., secretarial help, telephone, typewriter, postage, equipment, furnishings, etc.) shall be borne by the Union.
- C.** The Employer agrees to grant reasonable access to its premises by authorized Union representatives for the purpose of administering this Agreement. However, said representatives shall follow reasonable rules and procedures established for visitors by the Employer.
- D.** The Employer agrees to give all bargaining unit members four (4) hours release time without loss of pay to attend Union meetings during a contract year (September 1 to August 31).

FOUR: LABOR—MANAGEMENT MEETINGS

The President of The Cooper Union or his/her designee(s) shall meet with the President and Vice-President of the Union or their designee(s) at least once a quarter to discuss matters affecting the terms and conditions of employment of bargaining unit members and any other matter related to this Agreement. These meetings shall be held during the normal working day and the Union representatives shall be released to attend without loss of pay.

FIVE: GRIEVANCE and ARBITRATION

A. Definition. A grievance shall mean any dispute concerning the application, interpretation or reasonableness thereof or any other claimed violation of any term or condition of this Agreement. An aggrieved employee or the Union shall present a grievance within 20 working days of its occurrence or such grievance shall be deemed waived.

B. Grievance Steps

Step 1. The grievant shall discuss the grievance with his/her supervisor. The supervisor will respond to the grievance within 15 working days of the discussion. If the grievance is not resolved to the employee's satisfaction, the Union may, within 30 working days of denial at Step 1, appeal the grievance to Step 2.

Step 2. A grievance appealed to Step 2 shall be reduced to writing and submitted to the Vice President for Finance and Administration ("VPFA"). The grievance shall set forth specifically the facts on which it is based and the portions of the Agreement claimed to have been violated. Within 15 working days of receipt of the grievance, the VPFA shall meet with

grievant and/or the grievant's Union representative to discuss the grievance. Within 10 working days of the date of said meeting, the VPFA shall respond in writing to the grievant and the President of the Union.

The Employer may present a grievance at Step 2 by notice in writing addressed to the Union at its offices. The Union shall meet with the Employer's representatives within 15 working days and render its decision within ten working days of the meeting.

Step 3. If the grievance is not resolved at Step 2, the Union or the Employer may, within thirty (30) working days of receipt of the Step 2 decision, demand arbitration through the Federal Mediation and Conciliation Service (FMCS). The award of the arbitrator shall be in writing and shall be final and binding on the parties. The parties further agree that the language of Article Five, Section B, Step 3 contained in the September 1, 2007 to August 31, 2010 contract shall be restored and replace the above language at the request of either party provided, however, that no such request may be made prior to the earlier of September 1, 2012 and the processing of two arbitration demands through the FMCS.

- C. Waiver/Appeal.** Any grievance not initiated or appealed in accordance with the above shall be deemed waived. If the Employer fails to respond at any step of the grievance procedure, the Union may appeal the grievance to the next higher step. If the Union fails to respond to an Employer grievance at Step 2, the Employer may appeal the grievance to the next higher step. The time limits set forth in this Article may be extended by written agreement of the parties.
- D. Mutual Costs.** The costs of the arbitration which are mutually incurred shall be shared by the parties.
- E. Right to Representation.** A copy of any grievance filed by an employee under the above procedure without Union participation shall be provided to the Union. A grievant may be represented by a Union representative at all stages of the grievance process. The Union is entitled to have a representative present at all Step 2 meetings.
- F. General Grievances.** Grievances of a general character may be initiated by the Union at Step 2.
- G. Scheduling.** Consistent with the reasonable needs of the Employer, all reasonable steps shall be taken to schedule hearings under this procedure at a time and place which will afford a fair and reasonable opportunity for the grievant and witnesses to be heard. Any employee whose work is interrupted by reason of participation in this procedure has the responsibility to inform the appropriate supervisor so that steps may be taken to ensure that his or her responsibilities to the Employer are fulfilled.

SIX: APPOINTMENT/SCHEDULING LETTERS and PROBATIONARY PERIOD

- A. Appointment/Scheduling Letters.** All members of the bargaining unit shall be given an appointment letter no later than thirty (30) days following initial hire or subsequent hire following a break in service. The appointment letter shall indicate: the type of appointment (full-time or part-time); the length of the appointment (12 month, academic year, or other specified term); the number of hours the employee is expected to work per week; the agreed-to compensation (expressed as an annual salary or hourly rate); the job title to which they are appointed; and the name of the employee's immediate supervisor. Following the initial appointment letter, members of the bargaining unit 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.

B. Probationary Period. All members of the bargaining unit will be probationary employees until they have worked at The Cooper Union for four months. A probationary employee may be discharged with or without cause. Following completion of the probationary period, bargaining unit members may be discharged or disciplined only for just cause.

SEVEN: HOURS OF WORK

A. Work Week. During regular hours, the normal full-time work week for employees other than those in Buildings and Grounds is thirty-five (35) work hours, comprised of five (5) working days (Monday through Friday) of eight (8) consecutive hours per day, including an unpaid, duty-free, one-hour break for mealtime. During regular hours, the normal full-time work week for employees in Buildings & Grounds is forty (40) hours, comprised of five (5) consecutive working days (Monday through Friday) of nine (9) consecutive hours per day, including an unpaid, duty free, one-hour break for mealtime.

B. Work Day. During regular hours, the normal work day for full-time employees other than those in Buildings and Grounds is seven work hours scheduled between 9:00 a.m. and 5:00 p.m. During regular hours, the normal work day for full-time employees in Buildings and Grounds is eight work hours scheduled between 7:00 a.m. and 4:00 p.m. Variations in starting and ending times may occur throughout the institution as required to meet the needs of each office or department.

EIGHT: BENEFITS

A. Eligible Part-Time Employees. In order to qualify as an "eligible part-time employee" as that term is used in this Agreement, the employee must satisfy one of the following:

1. A part-timer who works and has worked only during the academic year must have worked at least 500 hours in each of the past two academic years and be scheduled to work at least 500 hours during the following academic year (see note 1 below).
2. A part-timer who is not limited to working the academic year must have worked at least 867 hours in each of the past two twelve-month years (September 1 through August 31) and be scheduled to work at least 867 hours during the following year.

B. Medical Plan Coverage. Full-time employees are eligible to participate in The Cooper Union Medical Plan and may elect individual (employee only) or family coverage. Part-time employees are not eligible for family coverage under the Plan.

1. Employee Contribution – Individual Coverage.

- a. Bargaining unit members hired prior to September 16, 2011 shall contribute toward the cost of individual coverage under the Plan as follows:

Salary	Employee Contribution
Under \$35,000	\$20 per month
\$35,000 to \$50,000	\$30 per month
Above \$50,000	\$40 per month

- b. Bargaining unit members hired on or after September 16, 2011 shall contribute one and one-half percent (1.5%) of their base salary toward the cost of individual coverage under the Plan.

2. Employee Contribution – Family Coverage.

- a. Bargaining unit members hired prior to January 1, 1996 who elect to receive family coverage under the Plan Agreement shall contribute toward the cost of the plan as follows:

Salary	Employee Contribution
Under \$35,000	\$30 per month
\$35,000 to \$50,000	\$40 per month
Above \$50,000	\$50 per month

- b. Bargaining unit members hired after December 31, 1995 but prior to September 16, 2011 who elect to receive family coverage shall contribute two percent (2%) of their base salary toward the cost of the Plan.
- c. Bargaining unit members hired on or after September 16, 2011 shall contribute three percent (3%) of their base salary toward the cost of the Plan.

3. Part-time Employees.

Eligible part-time employees shall be entitled to participate in and elect individual coverage under The Cooper Union Medical Plan. Part-time employees are not eligible for family coverage under the Plan. Participating part-time employees shall be required to pay a portion of the cost of the insurance through payroll deduction as determined in accordance with the following formulae:

Academic Year employees¹

- The "n" week cost = ((monthly COBRA cost x 12) ÷ 52) x "n" (where "n" is the number of weeks worked)
- The Employee's % of full-time hours worked = hours worked or scheduled ÷ ("n" x 35)
- The Employer's "n" week cost = The "n" week cost x Employee's % of Full time hours worked
- The Employee's "n" week cost = The "n" week cost - the Employer's "n" week cost
- The "y" week cost = ((monthly COBRA cost x 12) ÷ 52) x (52 - "n")
- The Employer and the Employee share the "y" week cost equally, therefore
- The Employer's total annual cost = Employer's "n" week cost + ½ of the "y" week cost and
- The Employee's total annual cost = Employee's "n" week cost + ½ of the "y" week cost.

Twelve Month Employees²

- The annual cost = monthly COBRA cost x 12
- The Employee's % of full-time hours worked = hours worked or scheduled ÷ 1820
- The Employer's annual cost = The annual cost x Employee's % of Full time hours worked
- The Employee's annual cost = The annual cost – the Employer's annual cost

4. Retirees.

¹ For purposes of this section, "academic year employees" are those who work less than 41 weeks per 12 month period from September 1st through August 31st.

² For purposes of this section, "twelve month employees" are those who work 41 or more weeks per 12 month period from September 1st through August 31st.

Bargaining unit members entitled to continue their participation in The Cooper Union Health Plan in retirement shall be required to contribute one-half (½) of the dollar amount they were paying to participate in the Plan immediately prior to retirement until they are eligible for and covered by Medicare after which time they shall continue their participation in the Plan without further contribution toward the cost of the Plan.

- 5. Health Benefits Committee.** The parties agree to establish a Health Benefits Committee during the term of the collective bargaining agreement. This committee will meet on a regular basis to review the current Cooper Union Medical Plans and negotiate in good-faith over modifications to the terms of these plans. These negotiations will include discussion over part-timer eligibility, including the specific formula used for eligibility and cost-sharing and the potential for health insurance coverage during severance periods. It is understood that members of other bargaining units covered by the Cooper Union Medical Plans will participate in this process as a joint negotiation.

C. Same Sex Domestic Partner Health Benefits. (1) Upon proof of registration of Domestic Partnership (for employees living in New York City) or execution of an Affidavit of Domestic Partnership in the form attached, same sex domestic partners of employees have the same eligibility for health, dental, and vision benefits as spouses of employees. (2) In the event of termination of the Domestic Partnership or if the relationship no longer meets any of the criteria (i) required in order to register as a Domestic Partnership, or (ii) listed in the Affidavit of Domestic Partnership, the employee must so notify the Business Office in writing within thirty days. Benefits for the former domestic partner will be discontinued on the last day of the month in which notice is received.

D. Holidays. (1) The following days shall be considered holidays: Labor Day, Thanksgiving Day and the day after, Christmas Day, New Years Day, Martin Luther King Jr.'s Birthday, Founder's Day, President's Day, Memorial Day, and Independence Day. (2) Any full-time employee (other than those on vacation) who is normally scheduled to work on a day that the institution is closed for a holiday is paid for that day. Any part-time employee who is normally scheduled to work on a day that the institution is closed is also paid for that day. It is further understood and agreed that The Cooper Union will inform the members of the bargaining unit of the inclusive dates for the "Winter Recess" on an annual basis when the academic calendar is approved.

E. Absence Because of Illness.

1. Except as provided in Subsection 2 and 3 below, any full-time employee or eligible part-time employee who is absent because of illness on a day he or she is regularly scheduled to work will receive his or her regular pay for that day.
2. The foregoing shall apply to Buildings and Grounds employees irrespective of their date of hire except that they are limited to ten sick days per year. Buildings and Grounds employees will be reimbursed for the value of any unused days at the end of the year with payment to be made in the second pay-period following the end of the year.

3. The following will apply to all full-time and eligible part-time employees (other than those in the Buildings and Grounds department) hired into the UCU bargaining unit on or after September 1, 2015³:
 - a. They will be credited with a “current contract-year allotment” of fifteen (15) paid sick days on their date of hire and each September 1st thereafter. An employee’s current contract year allotment *and* his or her “banked sick days” are available for use at any time.
 - b. There is no limit on the number of “banked sick days” an employee may accumulate but she or he may “carry over” a maximum of 5 unused sick days from one contract year’s allotment to be added to her or his “banked sick days” in the following contract year.
4. Where an employee covered by sub-sections 1, 2 or 3 above is absent for 7 consecutive work days or more, the employee must apply for short-term disability benefits.
5. After an absence of five (5) consecutive work days, the Employer may require a written certification from a physician before paying a member of the bargaining unit for absence because of illness.
6. Abuse of the "*Absence Because of Illness*" policy may subject the employee to discipline up to and including discharge.
7. Because all employees eligible for sick leave under this contract receive benefits in excess of the New York City Sick Leave Act, no benefits are required to be paid to those employees under the statute, and the provisions of that statute are waived for those employees.
8. Part-time employees not eligible for sick leave under this contract are covered by the New York City Sick Leave Act.

F. Personal Time. (1) Full-time employees are allotted 2 personal days in their first year of employment and 3 personal days per year thereafter to conduct personal business that cannot be accomplished outside of normal working hours. Examples of such personal business include but are not limited to the need to make court appearances, attend medical appointments, or to conduct extended business with banks or governmental offices. Personal days may be taken in quarter-day, half-day or full-day increments. When possible, part-time employees shall be afforded flexibility in scheduling to attend to personal business. (2) When possible, personal time must be approved in advance. (3) Employees are not paid for unused personal time. (4) Effective September 1, 2015: (a) eligible part-time employees shall receive two (2) personal days per contract year; and (b) all other part-time employees shall receive one (1) personal day per contract year.

G. Bereavement Leave. Effective September 1, 2015, all members of the bargaining unit may take up to five consecutive scheduled work days bereavement leave without loss of pay in the event of the death of a member of the employee’s immediate family. Immediate family is defined as an employee’s grandparent, parent, sibling, child, spouse or domestic partner, or a member of the spouse’s or domestic partner’s immediate family.

³ Academic year employees hired prior to September 1, 2015 who return to Cooper Union from one academic year to the next are not considered “new hires” into the UCU bargaining unit and will not be subject to the post-September 1, 2015 *Absence Because of Illness* provisions.

H. Jury Duty. Effective September 1, 2015, all members of the bargaining unit who are absent due to jury duty on a day she/he is regularly scheduled to work will receive her or his regular pay for the day.

I. 403(B) Plan. With respect to the Cooper Union 403(b) plan, the definition of "income" shall (upon approval by the Board of Trustees to amend the plan) be modified to include Stipends for bargaining unit employees.

NINE: PERSONNEL FILES.

No anonymous material is to be placed in a bargaining unit member's personnel file. Bargaining unit members have the right to inspect their personnel file. Bargaining unit members will receive prompt notice of any material placed in his/her file that concerns his/her job performance and will have the right to append a written reply.

TEN: COMPENSATION

A. Minimum Rates. Effective **September 1, 2018** the minimum salary for full-time members of the bargaining unit shall be **\$40,469.20** and the minimum hourly rate for part-time members of the bargaining unit shall be **\$18.75**. Members of the bargaining unit currently making less than these minima shall have their salaries/hourly rates increased to the minima, effective **September 1, 2018**.

B. Annual Increases.

1. Eligibility. To be eligible for annual increases, a member of the bargaining unit must be employed in the bargaining unit on May 31st prior to the effective date of the increase. Further, for the 2017 and 2018 increases, the bargaining unit member must either (i) be employed at the time this Agreement is ratified, (ii) have resigned from Cooper Union since September 1, 2017 and be eligible for retiree health benefits under The Cooper Union Health Plan at the time this Agreement is ratified, or (iii) be on payroll in the Buildings and Grounds Department as of July 31, 2018.

2. Increases.

- a. Effective September 1, 2017, the annual salaries of all full time, salaried bargaining unit members will increase by \$1,469.20, and the hourly wage rates of all other bargaining unit members shall be increased by 2.5%.
- b. Effective September 1, 2018, the salaries/hourly rates of all members of the bargaining unit shall be increased by 2.5%.
- c. Effective September 1, 2019, the salaries/hourly rates of all members of the bargaining unit shall be increased by 2.5%.

C. Overtime. Full-time employees working a thirty-five (35) work week shall be paid at their "straight time" hourly rate for all hours worked between thirty-five (35) and forty (40) in a work-week. All work in excess of forty (40) hours per work-week will be paid at the over-time rate of

1.5 times the employee's effective straight-time hourly rate. Additionally, full-time employees in Buildings and Grounds will be paid at the over-time rate for all hours worked over eight (8) in any work-day. Whenever possible, reasonable advance notice shall be provided when an employee is required to work overtime. Job postings, appointment letters and scheduling letters will state whether it is anticipated that a position will require substantial overtime. When practicable and based on skills required: (a) the employer will offer Buildings and Grounds employees extra work prior to contracting for the work to be performed by other sources and (b) overtime opportunities for Buildings and Grounds employees will be made available on a rotating basis. The foregoing language does not authorize the employer to out-source any work which has been regularly performed by Buildings and Grounds employees. Buildings and Grounds employees called in for emergency work are guaranteed four (4) hours overtime "call-in" pay.

D. FLSA Exempt Positions. Notwithstanding anything to the contrary above, bargaining unit employees whose positions are classified as exempt under the Fair Labor Standards Act shall not receive additional compensation for hours worked beyond 35 in a week.

This modification shall apply only to the following: (1) newly hired employees, (2) existing bargaining unit employees promoted to open exempt-classified positions in the future, and (3) the incumbent bargaining unit employees in the following positions:

- (i) Assistant Director, Special Events
- (ii) Assistant Director, Individual Giving
- (iii) Assistant Director, Alumni Affairs
- (iv) Administrative Director of Typography

The incumbents in the positions listed above shall receive a salary of no less than \$65,000 per year effective with the transition to exempt status. All future exempt positions will be at no less than \$58,575 through August 31, 2018, and \$60,040 as of September 1, 2019.

Prior to creating any future exempt positions in the bargaining unit, Cooper Union will notify and, upon request, discuss the position and compensation with the Union. If there is a dispute regarding the exempt nature of the position, the matter may be submitted to the grievance and arbitration procedure for resolution. The position shall be evaluated based on the federal and state criteria for exempt positions. The position will be treated as exempt pending resolution of the dispute.

E. 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. 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 fifteen (15) years of service at The Cooper Union. The then-current base salary/hourly rate of members of the bargaining unit will be increased by an additional one-half of one percent ($\frac{1}{2}\%$) upon completion of twenty (20) years of service at The Cooper Union. The then-current base salary/hourly rate of members of the bargaining unit will be increased by an additional one-half of one percent ($\frac{1}{2}\%$) upon completion of twenty-five (25) years of service at The Cooper Union. These longevity increases are cumulative and are in addition to any increase required under section B above.

F. 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).

ELEVEN: NO STRIKE OR LOCKOUT.

The parties agree that it is of primary importance to provide uninterrupted service to the Cooper Union community and all those served by it. In this context, the Union agrees that neither it nor any member of the bargaining unit, any employee, agent, representative or Union official shall engage in or encourage any strike, sympathy strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Employer during the term of this Agreement, and, on its part, the Employer agrees that it will engage in no lockout.

TWELVE: RESIGNATION/ACCRUALS/SEVERANCE PAY.

- A. Members of the bargaining unit will be paid for accrued and unused vacation upon resignation, retirement, or termination.
- B. Upon execution of a general release, members of the bargaining unit will receive severance pay in the event of a lay-off as follows: employees with 0 – 2 years of service, two (2) week's pay; employees with over 2 but under 5 years of service, one week's pay for each year of service; employees with over 5 but under 10 years of service, 1 1/2 week's pay for each year of service; employees with more than 10 years of service, 2 week's pay for each year of service to a maximum of 52 week's pay.

THIRTEEN: MANAGEMENT RIGHTS.

Except as limited by applicable law and/or the terms of this Agreement, the Union recognizes that the management of The Cooper Union, the determination of all matters of management policy and operation of the facilities, the direction of the working force including the rights to hire, discipline, suspended or discharge for proper cause, to promote, demote or transfer, or to relieve employees from duty because of lack of work or for other legitimate reason, and the promulgation of reasonable rules and regulations, is the exclusive responsibility of the Employer. This includes (without limitation) the right to require employees to make a record of the time when they begin work and end work each day, and the right to assign, transfer, supervise and direct all employees.

FOURTEEN: REDUCTIONS IN FORCE.

- A. Cooper Union shall provide the Union with at least 48 hours' notice of any potential non-disciplinary layoff/reduction in force of bargaining unit members. This information shall be kept completely confidential by the Union and the Union's executive board until such time that Cooper Union has informed the impacted employee(s).
- B. Prior to a layoff of bargaining unit employees, Cooper Union shall first eliminate the positions of temporary, casual or probationary employees performing the same functions.

- C. Except in the case of a reasonable security risk (including, individuals with access to financial data or administrative access to information technology systems), any individual who is informed of a laid off shall, thereafter, return to their desk or work station. Their manager will then inform them of their last day of work and will work with them to create a plan to collect their personal belongings. For all other employees, the Union and Management will agree upon a method to collect their personal belongs.
- D. Should a bargaining unit member's position be eliminated, for a one-year period from the layoff, Cooper Union will allow that individual to apply and interview for open bargaining unit positions where the individual meets the minimum qualifications. During this one-year period, Cooper Union will make a good-faith effort to ensure that the laid off bargaining unit member is notified regarding open positions during the internal posting period.

FIFTEEN: CONTINUATION OF PRACTICES AND POLICIES.

The Cooper Union agrees to continue the practices and polices listed in the attached letter dated July 31, 2006, as amended, with respect to the bargaining unit. However, should The Cooper Union wish to change any of those practices or polices during the term of this Agreement, it will so notify the Union and will not make the change without first bargaining with the Union in good faith.

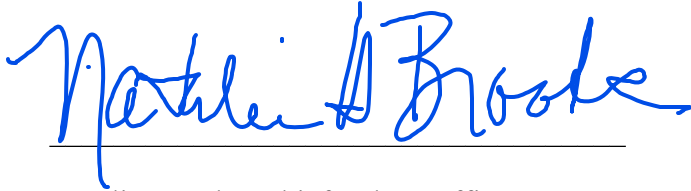
Notwithstanding the foregoing, in the event that the Cooper Union modifies the terms of its Medical Plan or of any of its insured plans during the term of this Agreement, and said modification does not reduce the benefits or increase the cost of members of the unit, the modification shall apply to the unit. The Union expressly waives any right it may have to bargain over said modification.

SIXTEEN: TERM OF AGREEMENT

- A. Unless otherwise specifically provided, this Agreement shall be effective as of September 1, 2017 and shall continue in full force and effect until August 31, 2020.
- B. The Employer and the Union agree to enter into negotiations for a new agreement not later than the 90th day immediately preceding the date of termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this 21st day of August, 2018.

**THE COOPER UNION FOR THE
ADVANCEMENT OF SCIENCE AND ART**



Natalie Brooks, Chief Talent Officer

**THE UNION @ COOPER UNION,
LOCAL 6420, NYSUT, AFT, AFL-CIO**



Christian Carter, Benefits Officer



Toni Burrell, Discipline Officer

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize and direct The Cooper Union for the Advancement of Science and Art to deduct from my paychecks my (check one):

Membership Dues in the
Union @ Cooper Union

Agency Fees to the
Union@ Cooper Union

in the amount certified by the Union @ Cooper Union, Local 6420, NYSUT, AFT, AFL-CIO (hereinafter, the Union) from time to time to The Cooper Union as the correct amount of Membership Dues or Agency Fees and I hereby authorize The Cooper Union to forward the monies so deducted to the Treasurer of the Union.

This authorization shall be irrevocable for one year from the date hereof, or until the termination date of the applicable collective bargaining agreement, whichever occurs sooner, and shall be renewed for successive irrevocable periods of one year unless revoked by me in writing to the Vice President for Business Affairs and Treasurer of The Cooper Union or his/her designee.

Print Name

Date: _____

Signature

EXHIBIT 2

SIDE LETTER AGREEMENT ON CONTINUATION OF PRACTICES & POLICIES

July 31, 2006

John L. Schlechty
Labor Relations Specialist
570 Taxter Road
Elmsford, NY 10523

The purpose of this letter is to identify the practices and policies referred to in Article 15 of the Collective Bargaining Agreement between The Cooper Union for the Advancement of Science and Art and The Union @ Cooper Union, NYSUT, AFT, AFL-CIO. They are as follows:

1. Staff working a modified schedule during the period from mid-June through Labor Day (see Art. IV, sections A and F).
2. Annual Performance Reviews (Art. IV, § D).
3. Salary increase for higher earned degree (Art. IV, § D-1).
4. Vacations (Art. IV, Section G-1).
5. the Institute's being closed and employees receiving holiday pay during a winter recess that encompasses a period from just before Christmas Day through just after New Year's Day (Art. IV, § G-2).
6. Religious Observances (Art. IV, § G-3).
7. Pregnancy Disability Leave; (Art. IV, § H)
8. Child Care Leave; (Art. IV, § I)
9. Family and Medical Leave; (Art. IV, § J)
10. Military Leave; (Art. IV, § K)
11. Leaves of Absence (Art. IV, § L)
12. coverage of eligible bargaining unit members under The Cooper Union:
 - a. Dental Plan (Art. IV, § M-1-c)
 - b. Vision Plan; (Art. IV, § M-1-d)
 - c. Retired Employees; (Art. IV, § M-1-e)
 - d. Group Life Insurance Plan; (Art. IV, § M-2)
 - e. Short-Term Disability Plan; (Art. IV, § M-3).
 - f. Long-Term Disability Plan; (Art. IV, § M-4)
 - g. Retirement Plan; (Art. IV, § M-5)
 - h. Tax Deferred Compensation Through Salary Reduction Plan; (Art. IV, § M-7)
 - i. Tuition Assistance: Dependent Children & Employees Plan; (Art. IV, § M-10). Effective 9/1/07, tuition for accredited on-line courses for job-related skills/training will be eligible expenses and
13. Parental Leave (Art. IV, § G-7, added effective September 1, 2011).

should The Cooper Union wish to change any of these practices or polices during the term of this Agreement, it will not do so without first bargaining with the Union in good faith. The parties have further agreed that the language of the Staff Handbook will be amended to conform to the attached revisions.

Approved as Amended:
T.C. Westcott
V.P. Finance & Administration

Very truly yours,
s/Robert E. Hawks
Robert E. Hawks, Vice President for
Business Affairs and Treasurer

AGREED REVISIONS to the 09/05 DRAFT STAFF HANDBOOK 1

Article IV

D. Annual Performance Reviews, Salary Increases, Promotions & Vacancies

Add "Self-evaluation shall not be a required part of the performance review process." After revision, the first paragraph under "D" will read:

A yearly performance review, initiated by the employee's office administrator or designee may occur during the time of the annual budget formulations in the latter part of the fiscal year. Self-evaluation shall not be a required part of the performance review process.

F. Types of Employment, Employment Categories, Time Reporting

Delete the first paragraph under "F" and replace with the following:

Standard Workweek. Unless noted otherwise, the standard full-time workweek for employees other than those in Buildings and Grounds is thirty-five (35) work hours, comprised of five (5) working days (Monday through Friday) of eight (8) consecutive hours per day, including an unpaid one-hour lunch break. The standard full-time workweek for employees in Buildings & Grounds is forty (40) hours, comprised of five (5) consecutive working days (Monday through Friday) of nine (9) consecutive hours per day, including an unpaid one-hour lunch break.

Standard Work Day. Unless noted otherwise, the standard workday for full-time employees other than those in Buildings and Grounds is seven work hours scheduled between 9:00 a.m. and 5:00 p.m. The standard workday for full-time employees in Buildings and Grounds is eight work hours scheduled between 7:00 a.m. and 4:00 p.m. Variations in starting and ending times may occur throughout the institution as required to meet the needs of each office or department.

Summer Hours. Regular Hours are in effect from September through mid-June, and modified operating hours known as Summer Hours are generally in place from mid-June through Labor Day. When Summer Hours are in effect the normal full-time work week for employees other than those in Buildings and Grounds is thirty (30) work hours, comprised of four (4) working days (Monday through Thursday) of eight hours and fifteen minutes per day, including an unpaid lunch break of forty-five (45) minutes. When summer hours are in effect the normal full-time work week for employees in Buildings & Grounds is thirty-five (35) work hours, comprised of four (4) working days (Monday through Thursday) of nine hours and fifteen minutes per day, including an unpaid lunch break of thirty minutes. When summer hours are in effect the normal work day for full-time employees other than those in Buildings and Grounds is seven and one-half work hours scheduled between 9:00 a.m. and 5:15 p.m. When summer hours are in effect, the normal work day for full-time employees in Buildings and Grounds is eight hours and forty-five minutes scheduled between 7:00 a.m. and 4:15 p.m. Variations in starting and ending times may occur throughout the institution as required to meet the needs of each office or department. A notice is circulated each year informing offices about the starting and ending dates of Summer Hours as applicable.

G. Absences With Pay

Amend to remove the reference to "start date" and the language pertaining to Regular Full-Time Employees employed prior to January 1, 1996"; and reduce the number of hours required for part-time eligibility for vacation. After revision, the language of Section G-1 currently on pages 17 and 18 will read as follows:

1. Vacation. The Cooper Union believes that time away from work for annual rest and recreation is an essential component of a healthy working environment, and encourages its eligible employees to take advantage of this benefit, in a manner consistent with the staffing needs of each office.

Vacation entitlement is based on the employee's length of service. Vacation time for all employees subject to this policy is accrued on a monthly pro-rata basis. For each full month worked, the eligible employee accrues an amount equal to the number of vacation days entitled to divided by 12 months.

For new employees, vacation and personal days may be taken only following the first three (3) months of employment.

REGULAR FULL-TIME EMPLOYEES

Regular Full-Time Employees are entitled to vacation days as follows:

- a. During the first year of employment, the employee will accrue up to ten (10) vacation days, i.e., approximately 0.83 days per month.
- b. During the second year of employment, the employee will accrue up to twelve (12) vacation days, i.e., approximately 1 day per month.
- c. During the third year of employment, the employee will accrue up to fourteen (14) vacation days, i.e., approximately 1.16 days per month.
- d. During the fourth year of employment, the employee will accrue up to ten (16) vacation days, i.e., approximately 1.33 days per month.
- e. During the fifth year of employment, the employee will accrue up to eighteen (18) vacation days, i.e., approximately 1.5 days per month.
- f. During the sixth and through the ninth year of employment, the employee will accrue up to twenty (20) vacation days, i.e., approximately 1.66 days per month.
- g. During the tenth year of employment and onward, the employee will accrue up to twenty-two (22) vacation days, i.e., approximately 1.83 days per month.

REGULAR PART-TIME AND CASUAL EMPLOYEES

Regular Part-Time and Casual Employees are not entitled to paid vacation except as provided below:

- a. After working a minimum of one thousand five hundred (1,500) hours in consecutive years, Regular Part-Time and Casual Employees are entitled to five (5) days of paid vacation in any subsequent year in which they work a minimum of five hundred (500) hours.
- b. After working a minimum of three thousand (3,000) hours during consecutive years, Regular Part-Time and Casual Employees are entitled to ten (10) days of paid vacation per year in which they work a minimum of five hundred hours.

Only hours during which an employee is actually at work are counted. Time off, whether paid or unpaid, is not counted.

Effective September 1, 2010, a vacation day taken when Summer Hours are in effect will be considered to be equal to one day of vacation taken when Regular Hours are in effect.

Effective September 1, 2012: the maximum number of vacation days that an employee may carry over into a new contract year is eleven (11); and the maximum number of vacation days for which an employee may be compensated upon resignation, retirement or termination is thirty-three (a maximum of 22 days that may be earned and accrued in the contract year of resignation, retirement or termination plus a maximum number of 11 days that may be carried over from the previous number of days that may be carried over from the previous year).

Add a new sub-section to Article IV, § G as follows:

8. Parental Leave. **Effective September 1, 2011,** members of the Union @ Cooper Union bargaining unit are entitled to five (5) weeks of paid parental leave following the birth or adoption of a child.

M. Other Benefits.

10. Tuition Assistance; Dependent Children & Employee

Amend to permit assistance for post-secondary students enrolled in a program of study leading to a degree or certificate at an accredited post-secondary educational institution (rather than "full-time students attending accredited not-for-profit higher education institutions; loans for graduate study remain limited to matriculated students at accredited not-for-profit, higher education institutions. After revision, the language of Section M-10 currently on pages 37 and 38 (up to sub-section iii) will read as follows:

After two years of service, Regular Full-Time Employees are eligible to receive tuition assistance from The Cooper Union for themselves and for their dependent children who are enrolled in a program of study leading to a degree or certificate at an accredited post-secondary educational institution. Tuition payments are made directly to the institution attended by the employee or dependent child. Regular Part-Time Employees are not eligible to receive Tuition Assistance benefits.

(i) Dependent Children

Assistance for dependent children is provided through a combination of grants (for post-secondary tuition) and non-interest bearing loans (for undergraduate and graduate tuition) up to a yearly maximum per child. Currently The Cooper Union awards a grant of sixty percent (60%) of net tuition costs up to a maximum of \$6,000 per academic year (September 1st – August 31st) per dependent child and a loan of one hundred percent (100%) of the remaining net tuition up to a maximum of \$4,500 per academic year per dependent for undergraduate study. Grants or loans are made for up to eighteen (18) credits per academic year for undergraduate study as a student enrolled in a program of study leading to a degree or certificate at an accredited post-secondary educational institution.

For dependent children who are engaged in graduate study a loan of sixty percent (60%) of net tuition up to a maximum of \$5,300 per academic year is available to eligible employees. Loans are made for up to eighteen (18) credits per academic year as a matriculated student at a not-for-profit, accredited institution.

(ii) Employee's Self-Assistance

Self-assistance for eligible employees is provided through grants of up to sixty percent (60%) of net tuition costs to a maximum of \$6,000 per year. Grants are made for up to eighteen credits per academic year as a student enrolled in a program of study leading to a degree or certificate at an accredited post-secondary educational institution.

In addition, non-interest bearing loans are available for up to sixty percent (60%) of net graduate tuition costs up to a maximum of \$4,500 per academic year. Loans are made for up to eighteen (18) credits per academic year as a matriculated student at a not-for-profit, accredited institution.

M. Other Benefits.

3. Short-Term Disability

If this section of the Staff Handbook is to be changed, delete item 12-e from Exhibit 2 and insert a new section "I" to Article Eight entitled "Short-Term Disability" which will be the language currently found at pages 34 and 35 under the heading "Short-Term Disability."

The Union @ Cooper Union also agrees to accept a change in the language of Section IV-G-3 "Religious Observance" limiting the number of paid days for religious observance to one. It is our understanding that the Employer will amend the language of Section IV-G-3 to reflect this change.

EXHIBIT 3

SIDE LETTER AGREEMENT #1

Agreement made this 7th day of April, 2008 by and between The Cooper Union for the Advancement of Science and Art (the Employer) and the Union @ Cooper Union, NYSUT, AFT, AFL-CIO (the Union).

Whereas, the parties are signatories to a collective bargaining agreement covering the period September 1, 2005 through August 31, 2007; and

Whereas, at the conclusion of negotiations on a successor agreement the parties agreed to enter into a side letter agreement setting forth their understanding and agreement on certain matters rather than including them in the successor collective bargaining agreement; and

Whereas, the new agreement was approved by the Employer's Board of Trustees and ratified by the Union's membership.

Now therefore, the parties agree as follows:

1. The procedure currently being followed with respect to giving members of the bargaining unit notice of vacancies in existing union-eligible positions or the creation of new union-eligible positions prior to advertising the opening will be continued.
2. In addition to the institution-wide holidays listed in Article Eight-D (p. 4), part-time employees shall receive paid time off when their School/Division is officially closed on a day the part-time employee is otherwise regularly scheduled to work (e.g., Founders Day Weekend, Thanksgiving, Spring and Winter Break weekends).
3. At the time an offer of employment is made for a union-eligible position, the Employer will inform the prospective employee of the then-current cost of participation in The Cooper Union Health Plan and the then-current amount of Union dues and Agency Fee.

Approved by the parties as of April 7, 2008.

For The Cooper Union

For the Union @ Cooper Union

s/Robert E. Hawks, Vice President

s/Jorge Vadi, Jr., President

EXHIBIT 4

SIDE LETTER AGREEMENT #2

Agreement made this 7th day of April, 2008 by and between The Cooper Union for the Advancement of Science and Art (the Employer) and the Union @ Cooper Union, NYSUT, AFT, AFL-CIO (the Union).

Whereas, the parties are signatories to a collective bargaining agreement covering the period September 1, 2005 through August 31, 2007; and

Whereas, at the conclusion of negotiations on a successor agreement the parties agreed to enter into a side letter agreement setting forth their understanding and agreement on certain matters rather than including them in the successor collective bargaining agreement; and

Whereas, the new agreement was approved by the Employer's Board of Trustees and ratified by the Union's membership.

Now therefore, the parties agree as follows:

1. Each member of the bargaining unit will be informed within thirty (30) days of ratification of this Agreement or upon hire (whichever is later) of the name of the employee's immediate supervisor and further notified if/when their immediate supervisor is changed no later than thirty (30) days following said change.
2. Each member of the bargaining unit will receive a copy of his/her job description within thirty (30) days of ratification of this agreement, provided such document exists. If no job description currently exists, the parties will work to develop a job description within six (6) months of the ratification of this agreement.
3. All provisions of the 2007 – 2010 Agreement will apply to members of the bargaining unit who retire after August 31, 2007. The parties further agree that, during the term of the September 1, 2007 – August 31, 2010 Agreement, The Cooper Union shall have the right to implement any and all changes made to The Cooper Union Medical Plan without negotiation with the Union provided that those changes apply equally to the bargaining unit represented by the CUFACT. The Union expressly waives any right to bargain over such modifications.

Approved by the parties as of April 7, 2008.

For The Cooper Union

For the Union @ Cooper Union

s/Robert E. Hawks, Vice-President

s/Jorge Vadi, Jr., President