MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE COOPER UNION FOR THE ADVANCEMENT OF SCIENCE AND ART, hereinafter referred to as "the College" and UNION @ COOPER UNION, hereinafter referred to as "UCU";

Whereas, COVID-19 (Coronavirus) is reportedly spreading throughout New York City;

Whereas, COVID-19 is reported to be highly contagious and dangerous to immunocompromised persons, the elderly, and young children;

Whereas, there are eight weeks left until May 15, 2020;

Whereas, for the safety of the community, including faculty and students, the College may be required to move instructional activities to online-only and/or close its campus;

The parties hereby agree:

- 1. On a non-precedent setting basis the College may require non-essential staff to work from home. Essential staff consisting of B&G, Office Services and/or any IT staff deemed necessary to provide technological assistance may be required to report to campus following a schedule set by the administration.
- 2. Effective March 23, 2020, should the College ask any staff member who is deemed essential personnel to come on campus to provide essential duties during the standard work week (Monday Friday), The College agrees to pay time and a half for each work day on campus. No staff member will be required to come to campus to work. This pay practice will continue until the Governor changes the One hundred percent Stay at Home Executive Order for all but essential personnel. Additional weekday hours of overtime and weekend work will be paid per the contract.
- 3. This Agreement will sunset on May 15, 2020 and may not be used as evidence against either party regarding the scope of staff responsibilities in the future.

Natale & Brook

So agreed on this 31 date of March, 2020.

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or the UCU

For the College