

## MEMORANDUM OF AGREEMENT

Agreement made this 14th day of December 2021 by and between the Union @ Cooper Union, Local 6420, NYSUT, AFT, AFL-CIO ("Union") and The Cooper Union for the Advancement of Science and Art ("Employer").

Whereas, the Union and the Employer are parties to a collective bargaining agreement covering the period September 1, 2017 through August 31, 2020 and through their respective bargaining teams have negotiated a successor agreement covering the period September 1, 2020 through August 31, 2024, subject to ratification by the membership of the Union and approval of the Employer's Board of Trustees.

Now, therefore, the parties agree that the terms of the September 1, 2017 collective bargaining agreement, including those exhibits and addenda attached thereto will remain in full force and effect for the period September 1, 2020 through August 31, 2024 except as provided below:

### **1. RECOGNITION**

**Add the following language to the Recognition clause:**

- a. Upon a future vacancy in the titles of Assistant Director of Admissions, the future holder of the position shall be considered part of the bargaining unit and covered by the terms of the collective bargaining agreement.

### **2. NON-DISCRIMINATION/WORKPLACE HARASSMENT**

**Add new provision:**

The Cooper Union is an equal opportunity employer and is committed to providing a working and learning environment free from unlawful discrimination and to fostering a nurturing and vibrant community founded upon the fundamental dignity and worth of all of its members. The Cooper Union will not discriminate against or permit harassment of employees or applicants for employment on the basis of race, color, sex, gender (including gender identity and expression), pregnancy, religion, creed, national origin, age, alienage and citizenship, status as a perceived or actual victim of domestic violence, disability, marital status, sexual orientation, military status, partnership status, genetic predisposition or carrier status, arrest record, Union activity, or any other legally protected status.

### **3. UNION RIGHTS** Add the following new provisions:

- a. The Cooper Union agrees to distribute a letter to employees from the Union during the onboarding/hiring process.
- b. 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.

#### **4. LABOR—MANAGEMENT MEETINGS**

**Revise language to read:**

The President of The Cooper Union or their designee(s) shall meet with the Executive Committee of the Union or their designee(s) in an on-going, regularly scheduled manner 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.

#### **5. GRIEVANCE AND ARBITRATION**

**Revise to reflect updated names and titles:**

**Step 1.** The grievant shall discuss the grievance with their supervisor. The supervisor will respond to the grievance within fifteen (15) working days of the discussion. If the grievance is not resolved to the employee's satisfaction, the Union may, within thirty (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 Chief Talent Officer or their designee. 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 fifteen (15) working days of receipt of the grievance, the Chief Talent Officer or their designee shall meet with the grievant and/or the grievant's Union representative to discuss the grievance. Within ten (10) working days of the date of said meeting, the Chief Talent Officer or their designee shall respond in writing to the grievant and the Executive Committee 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 fifteen (15) working days and render its decision within ten (10) 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.

#### **6. DUE PROCESS**

**Add the following new provisions:**

- a. **Just Cause - Discipline and Discharge.** The Employer shall have the right to discharge or suspend Employees only for just cause and the Union will be notified within two (2) days of the disciplinary action to the extent possible under the circumstances. A grievance challenging a disciplinary action shall be initiated at the step where the Employer representative has authority to rescind the disciplinary action.
- b. **Progressive Discipline.** Prior to termination of an Employee for unsatisfactory job performance (unrelated to misconduct such as, but not limited to, theft, violence, violation of EEO policies, etc.), the immediate supervisor will make a reasonable effort to resolve the problem with the Employee. For unsatisfactory job performance, the Employee shall be

given a “verbal” warning describing the problem and the expectation for corrected performance going forward from the date of the “verbal” warning. The Union will be notified of this verbal warning. If after thirty (30) days, the Employee continues to demonstrate unacceptable job performance, which is consistent with the “verbal” warning, the Employee shall be given a second warning in the form of written notification. A copy of said warning will be forwarded to the Union. Written notification shall also include a description of the problem and the expectation for corrected performance going forward from the date of the written notification. The Employee will then be given thirty (30) days to improve. If no improvement is made by the end of the thirty (30) days, the employer may terminate the employment of the employee. A copy of said termination will be forwarded to the Union.

**7. APPOINTMENT/SCHEDULING LETTERS and PROBATIONARY PERIOD:**

**Replace existing provisions with the following:**

- a. 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 twelve (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, part-time members of the bargaining unit with academic year only appointments shall be given annual appointment letters by June 15 and will be provided scheduling letters prior to the first day of the academic 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. 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.
- c. Each member of the bargaining unit will receive a copy of their 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.
- d. **Probationary Period.** All members of the bargaining unit will be probationary employees until they have worked at The Cooper Union for ~~four~~ three (3) months. Probationary periods may be extended by mutual consent of The Cooper Union and the Union. During the probationary period, The Cooper Union may discharge a probationary employee with or without cause and such discharge shall not be covered by the grievance procedure, but said employee is otherwise covered by the provisions of this Agreement. Following completion of the probationary period, bargaining unit members may be discharged or disciplined only for just cause. Seniority shall not accrue to probationary employees during the probationary period. However, at the successful completion of the probationary period, the employee's seniority shall be considered to commence from the date first worked after hire.
- e. **Temporary Employees.** Employees hired to fill a job for less than three (3) months shall be deemed temporary employees. If such employees remain in the same position after three (3) continuous months, they shall be classified as permanent employees and receive all

benefits provided in the Union agreement. These three (3) months shall serve as said employee's probationary period. Temporary employment may be extended beyond three (3) months if agreed upon by Union (e.g., to cover the work of an employee who is on parental leave) and Administration.

## **8. HEALTH AND SAFETY**

### **Add New Provisions:**

- a. The Cooper Union shall continue to comply with all applicable federal, state and local health and safety regulations, including any OSHA regulations, NYS regulations promulgated as authorized by the 2021 *New York Health and Essential Rights Act* ("Hero Act") regarding COVID-19 and similar airborne diseases, or applicable NYC regulations.
- b. The Union may designate bargaining unit members to participate in the Cooper Union-wide health and safety committee as provided for in the Hero Act.
- c. Required health and safety training shall be provided by the Cooper Union during the workday for applicable personnel.
- d. All incidents that pose a potential health and safety risk to employees will be dealt with in accordance with The Cooper Union's health and safety policies and procedures, as they might be amended from time to time. Employees will promptly notify their direct supervisor of incidents or events that might reasonably pose a health or safety risk and provide the relevant information for the basis of their belief so The Cooper Union may address the issue.
- e. At such time that the HERO Act is no longer valid law and the Health & Safety Committee as mandated by the HERO Act no longer exists, an Employer/Union health and safety committee comprised of a minimum of two (2) Union representatives selected by the Union Executive Committee and a minimum of two (2) representatives of the administration, at the request of either Party, shall meet up to twice a year at a mutually agreeable place and time to discuss matters relating to health and safety. Either Party may submit items for discussion. Such items must be submitted in writing to the other Party at least two (2) weekdays before the scheduled meeting

## **9. Hours of work**

### **Replace Paragraphs "A" and "B" with the following:**

- a. **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.
- b. **Standard Work Day.** Unless noted otherwise, the standard workday for full-time employees other than those in Buildings and Grounds is seven (7) 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 (8) 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.

**Add new provisions:**

- c. **Summer Hours:** Regular hours are in effect during the Academic Year (approximately September through May) and modified operating hours known as Summer Hours are in place for a minimum of twelve (12) weeks starting on a date in early June and ending before the week of Freshman Orientation (late August). 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 (30) 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 workday 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.
- d. **Flexible Hours:** The Cooper Union will consider employee requests for flexible and/or work from home scheduling but has no obligation to provide flexible hours and will make the decision based on the department's need to provide services to students, faculty and staff.

**10. ACADEMIC CALENDAR**

**Add new Provision**

- a. The Academic Calendar published on the Cooper Website will include language that will inform staff members of days scheduled as staff holidays and days when school is not in session but staff are required to be at work.

**11. ANNUAL PERFORMANCE REVIEWS**

**Add new provision:**

- a. 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.
- b. Cooper Union may request, but employees are not required, to provide self-evaluations.

**12. PERSONAL WORK**

**Add new provision:**

- a. No Employee shall be required to perform non-Cooper related, personal services for the benefit of their supervisor (e.g., personal travel arrangements, picking up dry cleaning).

### **13. BENEFITS**

#### **Revise as addressed below:**

- a. Bereavement Leave - Revise definition of “Immediate Family” to read “the Employee’s spouse or committed life partner, children, stepchildren, parents, stepparents, father-in-law, mother-in-law, siblings, brother-in-law, sister-in-law, grandparents, grandchildren, and anyone else for whom the Employee by court order or custody agreement has been appointed or designated as the primary caregiver and who has been residing in the Employee’s household for at least the immediate preceding twelve (12) months.”
- b. Tuition Reimbursement – Beginning with the 2021/2022 Academic Year, Tuition Reimbursement will be available for both undergraduate and graduate degrees up to a maximum of \$8,000 per year. Interest free loans will no longer be available. All other aspects of the Tuition Reimbursement policy will remain the same.
- c. Memorialize Existing Benefits –  
bargaining The parties will memorialize the practices and policies listed in the attached letter dated July 31, 2006, in the collective bargaining agreement:

### **14. EMPLOYEE ASSISTANCE PROGRAM**

#### **Add new Provision:**

- a. The Cooper Union’s Employee Assistance Program (EAP) will continue to be available to bargaining unit employees.

### **15. BUILDINGS AND GROUNDS – WORK BOOTS/UNIFORMS** -

- a. Upon ratification, increase boot allowance to \$100 per year.

### **16. Personnel Files** –

#### **Revise first paragraph to read:**

- a. 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 and/or grant permission to Union representatives to inspect their personal files. Bargaining unit members will receive prompt notice of any material placed in ~~his/her~~ their file that concerns their job performance and will have the right to append a written reply.

### **17. VACANCIES, PROMOTIONS, AND TEMPORARY ASSIGNMENTS**

#### **Create a new article with the following provisions:**

- a. The Employer shall post vacant bargaining unit and supervisory positions, including newly created positions, internally for a period of not less than ten (10) business days before posting the position externally. Job postings will be forwarded to the Union simultaneously with the posting. Job postings will include job title, compensation level, job summary, essential duties, and qualifications (i.e. required skills and abilities).
- b. All Employees seeking consideration for a posted vacancy will notify the Human Resources Department of their interest in the posted vacant position.
- c. In the event of promotion or transfer from one title to another, the Employee shall be given a trial of thirty (30) business days in which to show their ability to perform on the new job. The Employer shall give the promoted or transferred Employee reasonable assistance to enable the Employee to meet the standards of the new job. If the Employee is unable to demonstrate ability to perform the work required during the trial period or at

the option of the affected Employee, the Employee shall be returned to his or her previous assignment, provided the position is open at the time.

#### **18. TECHNOLOGY**

##### **Create a new article with the following provisions:**

- a. The Cooper Union will offer annual OSHA Training to all new and existing Buildings and Grounds employees.
- b. The Cooper Union will offer annual harassment, bias and sensitivity training.
- c. The Cooper Union will not be unreasonable in providing available information in response to Union requests for information on Technological Changes.
- d. In the event the College requires an employee to undergo training in their present position, such training shall be provided by The Cooper Union during work time.

#### **19. COMPENSATION**

##### **a. Wage Increases:**

- i. To be eligible for annual increases, a member of the bargaining unit must be employed in the bargaining unit on May 31<sup>st</sup> prior to the effective date of the increase. Further, for the 2020 and 2021 increases, the bargaining unit member must either (i) be employed at the time this Agreement is ratified, (ii) have resigned from Employer since September 1, 2020 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, 2021.
- ii. Effective September 1, 2020, the annual salaries of all full time, salaried bargaining unit members shall be increased by 2.5%.
- iii. Effective September 1, 2021, the salaries/hourly rates of all members of the bargaining unit shall be increased by 2.5%.
- iv. Effective September 1, 2022, the salaries/hourly rates of all members of the bargaining unit shall be increased by 2.5%.
- v. Effective September 1, 2023, the salaries/hourly rates of all members of the bargaining unit shall be increased by 2.5%.

##### **b. Minimum Wages (New and Current)**

- i. Minimum wages for hourly employees (subject to “ii” below) shall be as follows:
  - 1. September 1, 2020- \$23.00
  - 2. September 1, 2021 - \$23.57
  - 3. September 1, 2022 - \$24.16
  - 4. September 1, 2023 - \$24.76

- ii. For any bargaining unit member whose September 1, 2020 increase results in a salary of less than \$23.00 per hour, they will receive a retroactive payment of 2.5% and will have a wage rate of \$23.57 starting September 1, 2021.
- iii. Other contractual minimum rates shall increase by 2.5% on September 1, 2020, 2021, 2022, and 2023.

**20. Reductions in Force**

**Add new provision:**

Cooper Union shall provide employees who will be impacted by a reduction in force with either two (2) weeks' notice prior to the layoff or two (2) weeks' pay in lieu of notice.

**21. CONTINUATION OF PRACTICES AND POLICIES**

**Revise as follows:**

The Cooper Union agrees to continue the practices and policies 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 policies 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.

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.



THE COOPER UNION FOR THE  
ADVANCEMENT OF SCIENCE AND ART

Nathaniel Braks

Date: 12.16.2022

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

Nessa

Date: December 16, 2022