

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

**STAFF HANDBOOK
(NON-BARGAINING UNIT MEMBERS)**

September 2005

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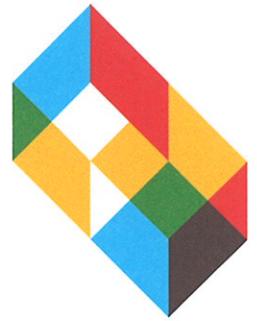
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Dear Colleagues,

I am delighted to welcome you to The Cooper Union. This is a truly extraordinary place. We have a unique set of schools – Art, Architecture and Engineering – and an environment that fosters creativity and encourages a dialectic of thinking and making. Our location in the dynamic East Village of New York City is a huge attraction for our students, our faculty, and our staff.

Our success depends on you. We are committed to providing an outstanding education for exceptional students and to ensuring access to education through our many programs, which are open to our enrolled students as well as members of the public. We also are committed to engaging with the city, the nation and the world to address the challenges of our time.

We have chosen you to join us, as a member of the staff of The Cooper Union, because of your skills and your commitment to excellence. Congratulations on your appointment, and thank you in advance for the contributions you will be making to this inspiring institution.

Jamshed Bharucha
President

STAFF ACKNOWLEDGMENT FORM

I have received a copy of The Cooper Union Staff Handbook. I understand that this Handbook states The Cooper Union's policies and procedures which are in effect on the date of publication and that these policies are continually evaluated and may be amended, modified, or terminated at any time. I understand that it is my responsibility to read and comply with the policies contained in the Handbook and any revisions to it. I agree that if there is any policy or provision I do not understand, I will seek clarification from the Business Office.

I understand that my employment with The Cooper Union is "at will" and as such is not for a fixed term or definite period and may be terminated by either party, with or without cause, and without prior notice. No supervisor or other representative of The Cooper Union (except the President) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the statement above. I acknowledge that this Handbook does not constitute the terms of a contract of employment and should not be construed as a guarantee of continued employment, a promise of future benefits or as a contract for any other purpose. Please sign and date this receipt and return it to the Business Office.

Employee's Signature

Date

Employee's Name (print)

II. OVERVIEW

A. STATEMENT OF PURPOSE

This document is intended to be a helpful guide to The Cooper Union policies and procedures concerning staff, and is essentially a compilation of existing policies and procedures. The policies delineated in this Staff Handbook take precedence over any previously published policies. The policies contained in this Handbook will, from time to time, be updated and modified to reflect the evolving internal and external environment to which The Cooper Union must adapt if it is to remain a viable institution of higher learning and serve its mission.

This Handbook does not constitute the terms of a contract of employment and should not be construed as a guarantee of continued employment, a promise of future benefits or as a contract for any other purpose. Employment with The Cooper Union is “at will” and as such is not for a fixed term or definite period and may be terminated at any time for any reason. Any spoken or written representations to the contrary are invalid and should not be relied upon by any prospective or existing staff member.

Some of the subjects described in this Handbook (e.g., Employee Benefits) are covered in detail in official plan and policy documents. Those official texts are the controlling documents and govern over any statement made in this Handbook.

This Handbook is not intended to address all of the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions regarding the benefit eligibility or the applicability of a policy of practice to you, you should consult Robert E. Hawks, Vice President for Business Affairs and Treasurer.

This Handbook does not apply to any employee who is represented by a labor union or covered by a union collective bargaining agreement.

The information contained in this Handbook will be reviewed from time to time, and, as applicable, replacement pages or additional material will be distributed.

The Office of the Vice President for Business Affairs and Treasurer should be contacted with questions, comments, suggestions or updates about the information contained in this Handbook.

This document is not a contract between The Cooper Union and the individual employee and is not intended to serve nor will it be acknowledged or used as an employment contract.

The Cooper Union reserves the right to change or modify any of the provisions of this document at any time, without notice.

B. INTRODUCTION AND HISTORY

The Cooper Union for the Advancement of Science and Art was established in 1859 by industrialist/inventor Peter Cooper. He came from a large family of modest means, and had less than a year of formal schooling. He overcame these limitations to become a successful inventor, industrialist, and, subsequently, philanthropist.

The circumstances of his upbringing, and the traditions of the times in which he lived, denied him the opportunity to further his education. He always regretted his lack of education and was determined to use some of the wealth he amassed through his inventions and business ventures to benefit others who lacked the means or opportunity to pursue a formal education.

His dream was to found an institution where education is “as free as water and air” for people who were eager to learn but did not have the means to pay. By founding The Cooper Union for the Advancement of Science and Art, and constructing its Foundation Building, which opened in 1859, he became the forerunner and model for other great American philanthropists of the late 19th century such as Andrew Carnegie, Ezra Cornell, and Matthew Vassar.

The Institution he founded has evolved into the nation’s oldest private college providing the equivalent of full-tuition scholarships to all admitted students. The College is dedicated exclusively to preparing students for the professions of fine arts and design, architecture, and engineering. The professional curricula are supported by a strong program in the humanities and social sciences.

C. THE COOPER UNION MISSION

The Mission of The Cooper Union, as adopted by the Board of Trustees is:

That, consistent with the Deed of Trust, The Cooper Union will provide the highest quality education in the disciplines of art, design, architecture, engineering and related studies, to those gifted students who may most benefit from its academic scholarships, location, size, and supportive environment, and, in addition, will offer relevant programs to its various publics.

To fulfill this mission, The Cooper Union will:

Actively seek out students who meet its high admission standards, especially those from all segments of the New York metropolitan area population, to ensure an exceptionally gifted and motivated student body;

Provide the array of appropriate services that respond to the special needs of its diverse student body;

Remain a small, select institution providing full-tuition academic scholarships to all degree students;

Provide high quality degree programs responsive to its gifted students and the professional fields for which they are being prepared;

Offer to all students, knowledge of the humanities and social sciences, especially to further the union of science and art;

Maintain and appropriately compensate and support a faculty and staff of skilled and dedicated professionals, balanced between full-time and adjunct commitments;

Engage faculty and advanced students in research and professional services provided to organizations, business and industry, and governmental agencies in furthering their educational objectives;

Develop programs that complement the existing professional programs that explore the issues of science and art in contemporary society;

Provide programs for alumni, professionals and the general public, to advance their knowledge of art, science, technology and the humanities at costs consistent with their means;

Involve alumni, professionals, parents, students and private organizations in the advancement and support of its education and service programs;

Build cooperative arrangements with other institutions and organizations as appropriate for meeting its objectives;

Develop its campus and cooperate with organizations in its neighborhood so as to enhance the physical environment of Astor Place and Cooper Square;

Utilize its human, financial and physical resources as efficiently as possible;

Increase the public knowledge and clear perception of this unique institution and its mission;

Assure that its Board of Trustees and Administration are so constituted, and financial resources so allocated as available, that these goals may be achieved.

D. BOARD OF TRUSTEES AND ADMINISTRATION

As prescribed by the Charter and Trust Deed of The Cooper Union, the management and control of the property and affairs of The Cooper Union is the responsibility of a Board of Trustees.

The Board consists of up to a maximum of twenty-five (25) members, four of whom are elected by the Alumni Association to serve one four-year term each. Other trustees are also elected for four-year terms, and may be re-elected for consecutive and/or subsequent terms. The Charter provides that the oldest lineal male descendant of Peter Cooper is accorded membership on the Board.

The Board operates under a series of by-laws that define its powers, membership, and manner of self-administration. It meets periodically throughout the year and, as authorized under the by-laws, establishes various committees to address specific areas of institutional or Board business such as finances, facilities, academic or student affairs and nominations. Board members are elected or appointed to serve on the committees, which are convened between meetings of the Board as a whole.

Among the powers of the Board is the ability to create administrative offices. Primary among these are the Office of the President, and the Office of the Vice President for Business Affairs and Treasurer.

The President is the chief executive officer of the corporation, and exercises general supervisory powers over the activities of the corporation and its other offices, subject to the control of the Board of Trustees.

The Vice President for Business Affairs and Treasurer (Chief Financial Officer) is in charge of the maintenance and care of all the properties of the institution, all papers and documents pertaining thereto, and is responsible for the accounting and business affairs of the corporation. The Vice President for Business Affairs and Treasurer and the Vice President for External Affairs may also perform the duties of the President in his/her absence.

Other administrative offices at The Cooper Union include those that are responsible primarily for administering the academic programs – the offices of the Deans of the School of Art, the Irwin S. Chanin School of Architecture, the Albert Nerken School of Engineering and the Faculty of Humanities & Social Sciences – and those that administer other programs or provide support for the academic programs.

These include: the Library; the Office of Buildings and Grounds; the Office of Public Affairs; the Office of Student Services, including Financial Aid & Career Counseling, and Recreation, Health & Safety; the Office of Admissions &

Records; the Office of Extended Studies & Great Hall Programs; the Computer Center; the Herb Lubalin Study Center for Design & Typography; the Center for Writing & Speaking; the Audio Visual Resources Access Center; The Saturday / Outreach Program; and Office Services.

Each of these offices is headed by a Dean, Director, Manager, or Supervisor and supported by a staff of varying number.

III. THE COOPER UNION NONDISCRIMINATION AND ANTI-HARASSMENT POLICIES AND COMPLAINT PROCEDURES

The Cooper Union's Vice President for Business Affairs/Equal Opportunity Officer has overall responsibility for the management of the College's Equal Opportunity and Nondiscrimination Policies and has been designated to coordinate compliance activities under these policies and applicable federal, state and local laws. Students, faculty, and staff may contact the Vice President for Business Affairs/Equal Opportunity Officer, Human Resources Manager, Dean of Students or their Academic Dean to inquire about their rights under the College's policies, request counseling, or seek information about filing a complaint.

Complaints by students against students are governed by the College's Code of Fair Practice and Student Equal Educational Opportunity and Nondiscrimination and Anti-Harassment Policies contained in the Campus Security and Safety Booklet. Complaints by students against faculty or other College employees are governed by the Equal Educational Opportunity and Student Nondiscrimination and Anti-Harassment Policies, which are printed in the Campus Security and Safety Booklet. The link to the booklet is available at: <http://www.cooper.edu/admin>.

Complaints by faculty and other employees are governed by the Equal Employment Opportunity and Nondiscrimination and Anti-Harassment Policies, published in the Staff Handbooks. Links to those policies are available at: <http://www.cooper.edu/hr>. Faculty and bargaining unit staff may also refer to their collective bargaining agreements.

All students, faculty and other employees are protected from retaliation for filing a complaint or assisting in an investigation under the Nondiscrimination and Anti-Harassment Policies. The College's policies apply to all students, faculty, other employees, and applicants for admission and employment, and all such persons are protected from coercion, intimidation, interference, or retaliation for filing an internal or external complaint of discrimination or harassment or assisting in an investigation under any of the above-named policies and applicable laws.

POLICY AND PROCEDURES FOR FACULTY AND STAFF

FACULTY AND STAFF EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION AND ANTI-HARASSMENT POLICIES

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 College does 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, or any other legally protected status.

Sexual harassment is strictly prohibited. Harassment on the basis of any other protected characteristic is also strictly prohibited.

The Cooper Union reasonably accommodates employees and applicants with disabilities and also provides reasonable accommodation of religious beliefs and practices in accordance with law.

Nothing in these policies shall abridge academic freedom or the College's educational mission. Prohibitions against discrimination and harassment do not extend to statements or written materials that are germane to classroom subject matter.

All members of The Cooper Union community are expected to adhere to these policies and to cooperate with the procedures for responding to complaints of discrimination and harassment. They also are encouraged to report any conduct they believe to be in violation of these policies. Management and supervisory personnel in particular are responsible for taking reasonable and necessary action to prevent discrimination and harassment in the workplace and for responding promptly and thoroughly to any such claims. Those individuals include any officer or dean having formal supervisory responsibility over employees. For the purpose of these policies, faculty are supervisors of other faculty when they are acting in a supervisory role as department chair, dean, academic vice president, or similar position.

Employees may file an informal or formal complaint under this policy as set forth below. Any individual found to have engaged in discrimination or harassment will be subject to discipline up to and including termination. Retaliation against anyone who files a complaint or participates in an investigation of a complaint is prohibited and will be addressed as a separate violation of this policy.

The Cooper Union provides training programs to educate faculty and administrators about conduct that may constitute a violation of its policies and to inform them of the procedures that are available to respond to alleged violations.

DEFINITIONS

For purposes of these policies and procedures, discrimination, discriminatory harassment, and sexual harassment are defined as follows:

DISCRIMINATION

Discrimination is defined as:

- treating members of a protected class less favorably because of their membership in that class; or
- having a policy or practice that has a disproportionately adverse impact on protected class members, without sufficient justification.
- “Protected class” refers to any personal trait or category that is protected by law, including an individual’s race, religion, sex, color, ethnicity, national origin, age, marital status, creed, genetic predisposition and carrier status, sexual orientation, alienage, citizenship status, veteran status, disability, or any other characteristic protected by law.

DISCRIMINATORY HARASSMENT

Discriminatory Harassment is defined as subjecting an individual to humiliating, abusive, or threatening conduct that creates an intimidating, hostile, or abusive work environment; alters the conditions of employment; or unreasonably interferes with an individual’s work performance on the basis of that individual’s membership in a protected class. This includes sexual harassment, which is described in further detail below.

Under this policy, harassment is verbal or physical conduct that belittles or shows hostility or aversion toward an individual because of his or her race, religion, sex, color, ethnicity, national origin, age, marital status, creed, genetic predisposition and carrier status, sexual orientation, alienage, citizenship status, veteran status, disability, or any other characteristic protected by law, or that of his or her relatives, friends, associates, and that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
- Has the purpose or effect of unreasonably interfering with an individual’s work performance; or
- Otherwise adversely affects an individual’s employment.

Harassing conduct includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; and written or graphic material that belittles or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on The Cooper Union premises or circulated in the workplace (including through e-mail).

SEXUAL HARASSMENT

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, demeaning, or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment — that is, harassment not involving sexual activity or language — may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

Truly consensual romantic relationships are not sexual harassment and are not prohibited by The Cooper Union policies. Individuals should be aware, however, that romantic relationships are susceptible to being determined after the fact to have been nonconsensual, and even coercive, whenever there is an inherent power differential between the parties. Therefore, any such relationship with a subordinate employee or a student is strongly discouraged.

DISABILITY ACCOMMODATION

Employees seeking an accommodation for a disability should contact the Human Resources Manager, Yvonne Moray, or Vice President for Business Affairs/Equal Opportunity Officer Robert Hawks.

INQUIRIES ABOUT POLICY

Inquiries concerning any policy, program or other activity at The Cooper Union may be referred to the following individual who has been designated by The Cooper Union to oversee the continued application of the School's nondiscrimination and anti-harassment policies:

Robert E. Hawks
Vice President for Business Affairs/Equal Opportunity Officer
The Cooper Union for the Advancement of Science and Art
Business Office
30 Cooper Square, 7th Floor
New York, NY 10003
Tel. (212) 353-4150

INDIVIDUALS AND CONDUCT COVERED

These employee policies apply to all applicants and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager, or by someone not directly connected to The Cooper Union (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace. Any individual found to have engaged in sexual or any other form of harassment, or other inappropriate conduct, will be disciplined as appropriate, up to and including discharge.

NON-RETALIATION POLICY

The Cooper Union will not in any way retaliate against an individual who, in good faith, makes a complaint or report of harassment, or participates in the investigation of such complaint or report. Retaliation against any individual for, in good faith, reporting a claim of discrimination or harassment or cooperating in the investigation of same will not be tolerated and will itself be subject to appropriate discipline.

Reports of retaliation should be made in the same manner as complaints reporting discrimination and harassment and such complaints will be investigated.

COMPLAINT PROCEDURES FOR FACULTY AND OTHER EMPLOYEES AND APPLICANTS

Any employee who has witnessed, been subject to, or believes that he or she has been the subject of discrimination, sexual or any other form of harassment or retaliation by anyone at The Cooper Union should, and is encouraged to, bring the matter to the attention of a supervisory staff member or the Vice President for Business Affairs/Equal Opportunity Officer referred to above or to other persons designated to receive complaints as set forth below. Individuals should not feel obligated to file their complaints with their immediate supervisor before bringing the matter to the attention of the other designated representatives.

IMPORTANT NOTICE TO ALL EMPLOYEES: *Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action. Also, please note, federal, state and local discrimination laws establish specific time frames for initiating a legal proceeding pursuant to those laws.*

THE INVESTIGATION AND CONFIDENTIALITY

A prompt, thorough and impartial investigation of the alleged incident will be conducted to the extent possible, and appropriate corrective action will be taken if warranted. Barring exceptional circumstances, the investigation will be commenced within ten working days after receipt of the formal complaint. To the extent consistent with adequate investigation and appropriate corrective action, complaints of discrimination and harassment will be treated as confidential. Within five working days after the conclusion of the investigation, the complaining party and the accused party will be notified of the outcome of the investigation.

RESPONSIVE ACTION

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and adequately. Responsive action may include, without limitation, training, referral to counseling, monitoring the offender, and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay, or termination, as The Cooper Union believes appropriate under the circumstances.

GRIEVANCE PROCEDURE UNDER THE COOPER UNION'S NONDISCRIMINATION AND ANTI-HARASSMENT POLICIES

An employee of The Cooper Union who believes that he or she has been discriminated against or harassed in violation of any provision of The Cooper Union's nondiscrimination or anti-harassment policies may ask the offender to stop his/her behavior. An employee should not feel obligated to confront the offender, however, and may also attempt to resolve such grievance in the following manner.

Step 1 - Informal Complaint

EMPLOYEES WITH COMPLAINTS IN WHICH THE IMMEDIATE SUPERVISOR IS NOT DIRECTLY INVOLVED GENERALLY SHOULD START AT STEP 1. EMPLOYEES WITH COMPLAINTS WHICH DIRECTLY INVOLVE THE IMMEDIATE SUPERVISOR OR IN WHICH THE EMPLOYEE IS NOT COMFORTABLE PRESENTING THE COMPLAINT DIRECTLY TO HIS/HER SUPERVISOR SHOULD PROCEED DIRECTLY TO STEP 2.

The complainant should present the complaint, if possible in writing, to his or her immediate superior as soon as possible after the date on which the alleged act of discrimination or harassment took place, and should also forward a copy of any written complaint in a sealed envelope marked "CONFIDENTIAL" to the Vice President for Business Affairs/Equal Opportunity Officer or to the Human Resources Manager.

The complainant's immediate superior or another individual designated by the College shall meet with the complainant for purposes of initiating an investigation. An investigation may involve a review of documents and interviews with witnesses and the alleged offender. Once an investigation is completed, appropriate remedial action will be taken.

If the complaint is not satisfactorily resolved at Step 1, it may be presented as a formal grievance/appeal under Step 2. As stated previously, if the complainant is uncomfortable presenting his/her complaint to his/her immediate supervisor, the complainant may immediately proceed to Step 2.

Step 2 – Formal Grievance/Step

In the case where the complainant feels uncomfortable presenting it to his or her immediate supervisor or when the complainant is dissatisfied by the results of Step 1, the grievance may be formally presented by the grievant to the Vice President for Business Affairs/Equal Opportunity Officer or to the Human Resources Manager.

The grievance should be written, if possible, and set forth specifically the facts on which the grievance is based. The Equal Opportunity Officer, or an authorized designee, will investigate the grievance and/or review the investigation already conducted and make a determination on the grievance and appropriate remedial action.

SEPARATE RIGHTS OF FACULTY AND BARGAINING UNIT STAFF

Nothing herein precludes faculty and bargaining unit staff from seeking redress under their collective bargaining agreements.

INDEPENDENT INVESTIGATION AND REVIEW BY TRUSTEES

The Cooper Union, in its discretion, may conduct an investigation independent of or in addition to the procedures outlined above at any time. In addition, although the Board of Trustees will not typically be involved in the receipt, investigation and remediation of complaints of discrimination and harassment, the Board of Trustees or a committee authorized by the Chairman of the Board of Trustees is authorized to modify the procedures herein as it deems appropriate under the circumstances, and to take remedial action as it deems appropriate in certain cases.

THE COOPER UNION'S COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS PROMOTING EQUAL EMPLOYMENT OPPORTUNITY, PROHIBITING DISCRIMINATION AND HARASSMENT, AND AUTHORIZING AFFIRMATIVE ACTION

In accordance with all applicable laws and pursuant to its own policies and operating procedures, The Cooper Union provides for equal opportunity, prohibits unlawful discrimination and harassment, and takes affirmative action. The applicable laws include:

- Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination against any person on the basis of race, color, or national origin in programs or activities receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, prohibits employment discrimination against any person because of race, color, religion, sex, pregnancy, or national origin.
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination on the basis of sex in the conduct or operation of a school's educational programs or activities, including employment in these programs and activities.
- The Equal Pay Act of 1963 prohibits discrimination on the basis of sex in rates of pay.
- Executive Order 11246, as amended, prohibits discrimination in employment because of race, color, religion, sex, or national origin and requires affirmative action to ensure equality of opportunity in all aspects of employment.
- Section 503 of the Rehabilitation Act of 1973 requires a federal contractor to take affirmative action to employ and advance in employment qualified workers with disabilities. Section 504 prohibits the exclusion of any person solely on the basis of a disability from participation in or access to benefits of any federally financed program or activity; it also prohibits discrimination against any person solely on the basis of disability in any federally financed program or activity.
- The Americans with Disabilities Act of 1990 prohibits discrimination in public accommodation and in employment against a qualified person with a disability and requires an employer to provide qualified applicants and employees with reasonable accommodations.
- The Age Discrimination in Employment Act of 1967, as amended, prohibits discrimination in employment on the basis of age. The Age Discrimination Act of 1975 prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

- The Uniformed Services Employment and Reemployment Rights Act (USERRA) prohibits discrimination in employment based on past, current, or future military obligations.
- The Vietnam Era Veterans' Readjustment Assistance Act of 1974 and the Veterans Employment Opportunities Act of 1998, as amended, prohibit job discrimination and require affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam Era, recently separated veterans, and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.
- The Immigration Reform and Control Act of 1986 prohibits employers from discriminating on the basis of citizenship status. The prohibition extends to employers who hire only U.S. citizens or U.S. citizens and green card holders, as well as to employers who prefer to employ unauthorized workers or temporary visa holders rather than U.S. citizens and other workers with employment authorization.
- The Small Business Act of 1958, as amended, Section 15(g)(1), requires federal contractors to afford maximum practicable business opportunities to Small Business Concerns, including businesses owned by disadvantaged individuals, disabled veterans, and women.
- The New York Executive Law, Article 15, Section 296(1), prohibits discrimination against any person in employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, genetic predisposition or carrier status, marital status, or arrest record. Section 296(4) prohibits an educational institution from denying the use of its facilities to anyone otherwise qualified or permitting harassment of a student or applicant on the basis of color, race, religion, disability, national origin, sexual orientation, military status, sex, age, and marital status.
- The New York Labor Law, Section 194, prohibits discrimination on the basis of sex in rates of pay.
- The New York City Human Rights Law, Chapter 1, Section 8-107, makes it an unlawful discriminatory practice for an employer to discriminate against any person because of their actual or perceived age, race, creed, color, national origin, gender (including gender identity and expression), disability, marital status, sexual orientation, alienage or citizenship status, partnership status or status as a perceived or actual victim of domestic violence.

Any person wanting to file an external complaint under any of these laws should consult the Web site of the relevant government agency listed below:

Office of Federal Contract Compliance Programs

<http://www.dol.gov/esa/contacts/ofccp/ofnation2.htm#NewYork>

U.S. Equal Employment Opportunity Commission

<http://www.eeoc.gov/contact.html>

Office of Civil Rights, U.S. Department of Education

<http://www.ed.gov/about/offices/list/ocr/index.html>

Veterans' Training and Employment Service, U.S. Department of Labor

<http://www.dol.gov/vets/aboutvets/contacts/main.htm>

New York State Division of Human Rights

<http://www.dhr.state.ny.us/offices.html>

New York State Department of Labor

http://www.labor.state.ny.us/agencyinfo/local_offices.shtm

New York City Commission on Human Rights

<http://www.nyc.gov/html/cchr/home.html>

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Revised August 2008

IV. EMPLOYMENT POLICIES, PROCEDURES & BENEFITS

The following pages outline the policies, procedures and benefits of employment at The Cooper Union. Unless specifically excluded, the policies, procedures and benefits apply to all categories of staff employees (as defined in Section IV-F). As previously stated, however, neither full-time nor part-time faculty, including Proportional and Adjunct faculty or librarians, are covered by this Handbook.

A. FISCAL YEAR, OFFICE HOURS, STANDARD WORKWEEK

As is the case in many institutions, The Cooper Union follows a fiscal, rather than calendar year. The Cooper Union's fiscal year begins on July 1 and ends on June 30.

Normally, the operating hours for administrative offices are 9:00 AM-5:00 PM Monday through Friday. Variations occur throughout the institution, however, as they pertain to the needs of each office. The normal hours of operation are known as Regular Hours. Please refer to Section IV-F for a description of the hours of the standard full-time workday / workweek.

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 in effect, Summer Hours are 9:00 AM-5:15 PM

Monday through Thursday. Additionally, during Summer Hours the normal lunch break of one (1) hour is shortened to forty-five (45) minutes. A notice is circulated each year informing offices about the starting and ending dates of Summer Hours, as applicable.

B. ORIENTATION FOR NEW EMPLOYEES

Every effort is made by office administrators or designees to orient new staff members to the policies, procedures, benefits, and personnel of The Cooper Union.

1. **Employment Paperwork.** During his or her first week, the new employee should contact the Business Office to complete necessary paperwork. The timely completion of this paperwork is crucial to insure that the new employee is properly placed on the appropriate payroll. Failure to complete all paperwork in a timely manner may result in the delayed issuance of the employee's paycheck.
2. **Employee ID Cards.** New employees must make arrangements to obtain a Cooper Union identification card by contacting the Office of Admissions & Records. The I.D. card is used for security, library, and check-cashing purposes.
3. **Check Cashing.** Employees may be entitled to cash paychecks at the Bank of America branch located at 4th Street and 2nd Avenue even if a personal account is not maintained there. You must present two valid proofs of identification (a Cooper Union I.D. card is one form of I.D.) along with the properly endorsed check. Other identification may also be required.
4. **Direct Deposit.** A direct deposit program is available for employees of The Cooper Union. You may have your paycheck deposited directly into your bank account, provided that your bank participates in this service. Anyone interested in this service should contact the Payroll Coordinator in The Cooper Union Business Office to determine if his or her bank participates in this program, and to find out the specific enrollment procedures.
5. **Credit Union.** A credit union is available to all employees. It can be an effective way to both save and borrow money at competitive interest rates. Contributions may be made through Direct Deposit. Please contact the Payroll Coordinator for further information.

If questions or concerns arise about such things which are not covered in this Handbook or during orientations, it is suggested that they be taken up with the new employee's office administrator, designee or the Business Office.

C. INTRODUCTORY PERIOD FOR NEW EMPLOYEES

There is an introductory employment period of six months for new employees at The Cooper Union.

After the first three months of the introductory period, the new employee's performance may be reviewed with him or her by the office administrator or designee. At the end of the introductory period, the employee's performance may be reviewed again. The employee may be discharged at any time during this period if it is determined that the employee is not performing satisfactorily. Additionally, under appropriate circumstances, the introductory period may be extended.

An employee's continued employment with The Cooper Union depends upon successful performance during this introductory period. The new employee should discuss the trial period with his or her supervisor early in the introductory employment period so that this important matter will be clearly understood. The fact that an individual completes the introductory period does not create a contract or guarantee of employment. The employee's status throughout his/her employment is that of an "employee-at-will."

D. ANNUAL PERFORMANCE REVIEWS, SALARY INCREASES, PROMOTIONS, AND VACANCIES

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.

Normally, salary adjustments and promotions take effect at the beginning of the academic year (September 1).

1. **Higher Earned Degree.** Effective May 1, 1997, any full-time employee who receives an earned degree of higher rank than previously held from an accredited institution of higher learning while in The Cooper Union's employ shall receive a five (5) percent base salary increase effective at the time the degree was awarded, subject to the employee establishing conclusively that he/she has received such degree.
2. **Vacancies.** When a new full-time position becomes available or a current full-time position needs to be filled because of personnel changes, a notice is posted on bulletin boards located outside the Business Office on the 7th

floor of 30 Cooper Square, outside the Faculty/Staff Lounge in the School of Engineering, in the Faculty Lounges of the School of Art and the School of Architecture, and in the Library.

Any current employee of The Cooper Union who might be interested in applying for a vacant position is encouraged to do so. Resumes should be submitted to the Benefits Coordinator in the Business Office, with indication of the position of interest. Resumes will then be processed and passed along to the appropriate department.

E. PERSONNEL FILES, EMPLOYMENT CONFIDENTIALITY/OUTSIDE INQUIRIES

A personnel file, containing employment forms, appointment letters, and other material relating to the individual's employment record, is maintained for every employee. To keep necessary personnel records up to date, it is extremely important that employees notify the Business Office of any changes in: name and/or marital status; address and/or telephone number; number of eligible dependants; W-4 deductions; and person to contact in case of an emergency.

The contents of the personnel file are strictly confidential, and are only available for review by the employee and appropriate administrators in the Business or President's Office. Employees may review the contents of their personnel file by making an appointment in advance with the Office of the Vice President for Business Affairs and Treasurer.

If an inquiry about an employee is made by an outside party, The Cooper Union will only confirm the employee's title, department, and dates of service. Other information will not be released without the employee's written permission, unless The Cooper Union is required by law to furnish any information.

An employee who is expecting outside inquiries and wishes The Cooper Union to release certain information should notify the Business Office in advance, and provide written permission. Any request for references regarding any current or former employee should be referred to the Business Office.

F. TYPES OF EMPLOYMENT, EMPLOYMENT CATEGORIES, TIME REPORTING

Unless noted otherwise, the standard full-time workweek from September through mid-June is 35 hours, Monday - Friday. The standard workday is seven (7) hours, 9:00 AM to 5:00 PM with a lunch period of one (1) hour. During the modified summer hours generally in place from mid-June through Labor Day, the standard full-time workweek is thirty (30) hours, Monday through Thursday. The workday

during summer hours is seven and one-half (7.5) hours, 9:00 am through 5:15 pm with a lunch period of forty-five (45) minutes.

1. **Regular Employees.** The Cooper Union categorizes its Regular Employees in two ways: full-time and part-time. A Regular Full-Time Employee is one who is scheduled to work at least the full-time hours set forth above and is employed throughout the fiscal year. A Regular Part-Time Employee is one who is scheduled to work less than the full-time hours set forth above, but who is employed throughout the academic or fiscal year. The specific hours and duration of employment for Regular Part-Time Employees may be defined by an annual appointment letter from the office administrator or designee. Hours worked by Regular Part-Time Employees are submitted on payroll vouchers.
2. **Casual Employees.** Casual Employees are employees who are scheduled to work up to 35 hours per week but are not employed for the entire academic or fiscal year. Casual Employees may work varying hours as needed. They usually submit their hours on a miscellaneous payroll voucher. Casual employees may work in various departments throughout the College during the course of the year.
3. **Exempt And Non-Exempt Employees.** All employees, whether Regular, Casual, Full- or Part-Time, also fall into one of two additional categories as defined by federal and state wage and hour regulations: Exempt or Non-Exempt.

Exempt Employees are classified as such if their job duties are exempt from the overtime provisions of the Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay. Exempt employees do not report their time on an hourly basis. They are, however, responsible for reporting their attendance on a monthly basis on time sheets which are forwarded to the Business Office. These monthly time sheets indicate days worked and categorize any absences by letter code.

Non-Exempt Employees receive overtime pay in accordance with our overtime policy. They are eligible for straight-time pay for hours worked up to forty (40) hours per week and are eligible for overtime pay at a rate of time and one-half for hours worked in excess of forty (40) hours per week. Requests for overtime pay must be approved by the office administrator and submitted on a Miscellaneous Payroll Voucher. Non-exempt employees' lunch period is unpaid. They submit monthly time sheets, which are approved by the office administrator or designee and forwarded to the Business Office. Time sheets indicate days worked and categorize any absences by letter codes.

The employee's office administrator or designee should review the applicable reporting procedure with him or her.

REGULAR BUILDINGS AND GROUNDS EMPLOYEES

Full-time employees of the Buildings and Grounds Department are scheduled for a 45-hour week. They are paid for forty (40) hours of work with an unpaid lunch of one (1) hour. Any hours worked in excess of eight (8) per day are paid at the overtime rate. The usual hours of work for most Buildings and Grounds employees are 7:00 am to 4:00 pm. During summer hours, most Buildings and Grounds employees work Monday - Thursday 7:00 am to 4:15 pm with an unpaid one-half (½) hour lunch break. The section above, addressing exempt and non-exempt employees, applies to Buildings and Grounds Employees.

G. ABSENCES WITH PAY

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 start date. 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 employed on or after January 1, 1996 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., 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 sixteen (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., 1.5 days per month.
- f. During the sixth year 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 Full-Time Employees employed prior to January 1, 1996 will accrue twenty-two (22) days of vacation per year.

REGULAR PART-TIME AND CASUAL EMPLOYEES

All Regular Part-Time and Casual Employees are not entitled to paid vacation time until they have worked 5,000 hours during consecutive years. Only hours during which an employee is actually at work are counted. Time off, whether paid or unpaid, is not counted.

5,000 Hours:

After working a minimum of five thousand (5,000) hours in consecutive years, Regular Part-Time and Casual Employees are entitled to five (5) days of paid vacation per year in which they work a minimum of one thousand (1,000) hours.

10,000 Hours:

After accumulating ten thousand (10,000) working 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 one thousand (1,000) hours.

RELEVANT INFORMATION TO FULL-TIME & PART-TIME EMPLOYEES

For vacation days taken when Summer Hours are in effect, please note that because of the condensed workweek, a day off during Summer Hours

is considered to be equal to a day and a quarter (1.25) of vacation time. A vacation of four consecutive workdays during Summer Hours, therefore, is considered equal to a week of vacation (i.e., five vacation days).

Vacation time is intended to be used within the year it is earned, however, an employee may carry over the maximum yearly accrual into the following year. The maximum number of days permitted to be carried over is 22 days.

Departing employees will be paid for any vacation accrued during the year, but unused as of their last day of work. Such employees may also be eligible to receive pay for any carryover vacation permitted from the previous year. The maximum number of vacation days that an employee may be compensated for upon termination is forty-four (44) days (a maximum of 22 days that may be earned and accrued in the year of termination plus the maximum of 22 days that may be carried over from the previous year).

2. **Holidays.** The Cooper Union observes a number of paid holidays throughout the year. Any Regular Full-Time employee who is normally scheduled to work on a day that the institution is closed for a holiday receives regular pay for that day. A Regular Part-Time employee employed prior to July 1, 1999 and who is normally scheduled to work on a day that the institution is closed for a holiday receives his or her regular pay for that day. A Regular Part-Time employee employed after July 1, 1999 and who will have accumulated a minimum of 5,000 hours over consecutive years and who is normally scheduled to work on a day that the institution is closed for a holiday receives his or her regular pay for that day.

In the past, such holidays have included Labor Day, Thanksgiving Day and the day after, a Winter Recess that encompasses a period from just before Christmas Day through just after New Year's Day, Martin Luther King, Jr.'s Birthday, Founder's Day, Presidents' Day, Memorial Day and Independence Day.

The Cooper Union follows a two-semester academic system, and the academic calendar typically begins just after Labor Day and ends close to Memorial Day.

An academic calendar and holiday schedule is published each spring for the following year, and appears in the college catalogue.

3. **Religious Observances.** The Cooper Union attempts to accommodate individual employee religious obligations and practices without penalty,

based on a good faith effort and reasonable notice to the office administrator or designee about the anticipated absence for religious observance. Effective September 1, 2009, any Regular Full-Time employee who is absent because of a religious observance on a day that he or she is normally scheduled to work receives regular pay for that day, limit to one (1) day per year. Any Regular Part-Time employee employed prior to July 1, 1999 and who is normally scheduled to work on a day that he or she is absent due to religious observance receives his or her regular pay for that day, limit to one (1) day per year. Any Regular Part-Time employee employed after July 1, 1999 and who will have accumulated a minimum of 5,000 hours over consecutive years and who is normally scheduled to work on a day that he or she is absent due to religious observance receives his or her regular pay for that day, limit to one (1) day per year. Any other days for religious observances will be charged as a personal or vacation day.

4. **Absence Because Of Illness.** Employees who suffer a minor illness are encouraged to take the necessary recuperative time away from work.

The employee's office administrator or designee must be promptly notified about any absence so that proper arrangements can be made. If The Cooper Union has questions about the nature or length of an employee's illness, a written certification from a physician may be required to receive pay for an absence because of illness.

In cases of serious, lengthy, and/or debilitating illness that will cause extended absence from work, the employee must apply for disability benefits. In such cases, the office administrator or designee should be alerted to the possibility of a lengthy absence, and the Benefits Coordinator in the Business Office should be contacted about applying for coverage (refer to Section IV "Employment Policies, Procedures and Benefits," Item M, "Other Benefits," Paragraph numbers 3 and 4, about short-term and long-term disability).

Abuse of the Absence Because Of Illness policy may subject the employee to discipline, up to and including discharge.

EMPLOYEES OTHER THAN BUILDINGS AND GROUNDS EMPLOYEES

Any Regular Full-Time employee who is absent because of illness on a day he or she is regularly scheduled to work receives his or her regular pay for that day. A Regular Part-Time employee employed prior to July 1, 1999 and who is normally scheduled to work on a day that he or she is absent due to illness receives his or her regular pay for that day. A

Regular Part-Time employee employed after July 1, 1999 and who will have accumulated a minimum of 5,000 hours over consecutive years and is absent because of illness on a day that he or she is normally scheduled to work receives regular pay for that day.

BUILDINGS AND GROUNDS EMPLOYEES

Employees in the Buildings & Grounds department are limited to ten (10) sick days per year. If these days are not used during the year, then the employee will be reimbursed for the value of the unused days. Should any employee of the Buildings & Grounds department use more than the ten (10) sick days allowed, accrued paid vacation days will be charged, unless the absence is designated as Short-Term Disability or Worker's Compensation leave. If the employee has no accrued paid vacation, then the time off will be unpaid.

5. **Personal Time.** Eligible employees are allotted time off each year for conducting personal business that cannot be accomplished outside of normal working hours.

Examples of such personal business might include the need to make court appearances, attend medical appointments, or to conduct extended business with banks or governmental offices.

Regular Full-Time Employees employed prior to January 1, 1996 are allotted personal time up to the equivalent of three (3) workdays per fiscal year. Regular Full-Time Employees employed on or after January 1, 1996, are entitled to two (2) personal days per fiscal year during the first three (3) years of employment and three (3) personal days during the fourth year of employment and thereafter. Regular Part-Time Employees employed prior to July 1, 1999 are allotted personal time in a pro-rated amount based on their yearly accumulation of working hours versus a full-time workload. Regular Part-Time employees employed on or after July 1, 1999 and who will have accumulated a minimum of 5,000 hours over consecutive years will be allotted personal time in a pro-rated amount based on their yearly accumulation of working hours versus a full-time work load. The Business Office will assist those employees in determining their specific personal time allocation.

Personal time should normally be approved in advance and may be taken in quarter-day or half-day increments, as well as in full days. Personal time may not be carried over into the succeeding fiscal year. Salary in lieu of personal time is not paid and departing employees will not be paid for unused personal time.

6. **Bereavement Leave.** In matters of family bereavement, particularly the death of a member of the employee's immediate family, The Cooper Union will offer the eligible employee a bereavement leave. Eligible employees are Regular Full-Time employees and Regular Part-Time employees employed prior to July 1, 1999. Regular Part-Time employees employed on or after July 1, 1999 must have accumulated a minimum of 5,000 hours over consecutive years to be eligible for this benefit.

Circumstances vary, but it is expected that such leave will not exceed five (5) working days. Employees wishing to take additional time off beyond the Bereavement Leave provided may use accrued paid vacation with the approval of the office administrator or designee. Immediate family is defined as an employee's grandparent, parent, sibling, child, spouse or domestic partner, or member of spouse or domestic partner's immediate family.

The employee's office administrator or designee should be contacted as soon as the employee is able to do so, so that provision may be made for the situation.

7. **Jury Duty.** The Cooper Union encourages all employees to participate in this important civic duty, consistent with the staffing needs of each office.

Normally, an employee summoned to jury duty is released to serve it. The Regular Full-Time employee receives regular pay for the duration of the service. Regular Part-Time employees employed prior to July 1, 1999 will receive up to the first forty dollars (\$40.00) of regular pay for the first three (3) days of juror service. Regular Part-Time employees employed on or after July 1, 1999 and who will have accumulated a minimum of 5,000 hours over consecutive years will receive up to the first forty dollars (\$40.00) of regular pay for the first three (3) days of juror service. An employee is not required to turn over to The Cooper Union any stipends received for jury service. If excused on any day during the course of jury duty that he or she would normally be scheduled to work, the employee should contact the office to determine whether or not to report to work for the remainder of that day.

Employees should provide their office administrator or designee with a copy of the jury duty summons as soon as it is received. Upon the conclusion of jury duty, the employee must provide the office administrator or designee with documentation of service rendered.

H. PREGNANCY DISABILITY LEAVE

Disability caused by conditions relating to pregnancy is covered under the provisions of New York State disability laws, which provide disability insurance coverage for a certain number of pre- and post-natal weeks depending upon a physician's recommendation and certification.

The Cooper Union will assist any Regular Full-Time employee who is pregnant in applying for short-term disability leave for conditions relating to pregnancy or maternity. The employee must apply for the benefits through the Business Office, and provide the Business Office with any documentation required to support the application.

In keeping with The Cooper Union's short-term disability policy, if the disability is verified, the Regular Full-Time employee will continue to receive full salary from The Cooper Union for the duration of the disability period, up to such time, as applicable, that the disability period is determined to have ended or that long-term disability payments come into effect. Regular Part-Time Employees will receive pro-rated continuation salary payments the amount of which will be determined on a case-by-case basis, subject to the conditions stated above.

I. CHILD CARE LEAVE

The Cooper Union provides up to four (4) weeks of paid child care leave to Regular Full-Time employees and a pro-rata amount to Regular Part-Time employees who, after one year of service, become a parent of a child by birth or adoption and is the full-time primary care parent immediately after the birth or adoption and for the period of the leave.

J. FAMILY AND MEDICAL LEAVE

Employees are entitled to family and medical leave in accordance with The Cooper Union's Family and Medical Leave Act (FMLA) policy.

1. Eligibility

To be eligible for FMLA leave, an employee must have been employed by The Cooper Union:

- a. for at least 12 months, which need not be consecutive, and;
- b. for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

2. **Reasons For FMLA Leave**

FMLA leave may be taken for any one, or for a combination of, the following reasons:

- a. the birth of the employee's child or to care for a newborn child;
- b. the placement of a child with the employee for adoption or foster care or to care for the newly placed child;
- c. to care for the employee's spouse, child, or parent (but not in-law) with a serious health condition; and/or
- d. the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.

A "serious health condition" is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

3. **Time Taken For FMLA Leave**

An eligible employee is entitled to up to a maximum of 12 weeks of leave during a 12-month period for any FMLA qualifying reason(s). The 12-month period is a rolling twelve (12)-month period measured backward from the date the employee begins FMLA leave.

4. **Limitations**

Leave to care for a newborn or for a newly placed child must conclude within 12 months after the birth or placement of the child.

When both spouses are employed by The Cooper Union, they are together entitled to a combined total of 12 workweeks of FMLA leave within the designated 12-month period for the birth, adoption, or foster care placement of a child with the employee, for aftercare of the newborn or newly placed child, and to care for a parent (but not in-law) with a serious health condition. Each spouse may be entitled to additional FMLA leave for other qualifying FMLA reasons (but not more than a total of twelve (12) workweeks per person).

5. Intermittent Or Reduced Work Schedule Leave

Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday.

Leave to care for a newborn or for a newly placed child may not be taken intermittently or on a reduced work schedule unless the supervisor agrees with respect to an individual leave request.

Leave because of an employee's own serious health condition, or to care for an employee's spouse, child, or parent with a serious health condition, may be taken all at once or, where medically necessary, intermittently or on a reduced work schedule.

If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt The Cooper Union's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, The Cooper Union may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

6. Requests For FMLA Leave

An employee should request FMLA leave by completing The Cooper Union's Request for Leave form (available in the Business Office) and submitting it to the Employee Benefits Coordinator in the Business Office.

When leave is foreseeable for childbirth, placement of a child, or planned medical treatment for the employee's or family member's serious health condition, the employee must provide his or her supervisor and the Business Office of The Cooper Union with at least thirty (30) days advance notice, or such shorter notice as is practicable (i.e., within one (1) or two (2) business days of learning of the need for the leave). When the timing of the leave is not foreseeable, the employee must provide his or her supervisor and the Business Office of The Cooper Union with notice of the need for the leave as soon as practicable (i.e., within one (1) or two (2) business days of learning of the need for the leave).

7. Required Documentation

When leave is taken to care for a family member, The Cooper Union may require the employee to provide documentation or a statement of family relationship (e.g., birth certificate or court document).

An employee may be required to submit medical certification from a health care provider to support a request for FMLA leave for the employee's or a family member's serious health condition. Medical certification forms are available from the Business Office.

If The Cooper Union has reason to doubt the employee's initial certification, The Cooper Union may: (i) with the employee's permission, have a designated health care provider contact the employee's health care provider in an effort to clarify or authenticate the initial certification; and/or (ii) require the employee to obtain a second opinion by an independent Cooper Union designated provider at The Cooper Union's expense. If the initial and second certifications differ, The Cooper Union may, at its expense, require the employee to obtain a third, final and binding certification from a jointly selected health care provider.

During FMLA leave, The Cooper Union may request that the employee provide recertification of a serious health condition at intervals in accordance with the FMLA. In addition, during FMLA leave, the employee must provide The Cooper Union with periodic reports regarding the employee's status and intent to return to work. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide The Cooper Union with reasonable notice (i.e., within two (2) business days) of the employee's changed circumstances and new return to work date. If the employee gives The Cooper Union notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned.

Before the employee returns to work from FMLA leave for the employee's own serious health condition, the employee may be required to submit a fitness for duty certification from the employee's health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work.

FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner. Also, failure to provide requested documentation of the reason for the absence from work may lead to termination of employment.

8. Use Of Paid And Unpaid Leave

FMLA provides eligible employees with up to 12 weeks of unpaid leave. If an employee has accrued paid leave (e.g., vacation, sick leave, personal leave), however, the employee may use any qualifying paid leave to substitute for the unpaid leave. "Qualifying paid leave" is leave that would otherwise be available to the employee for the purpose for which the FMLA leave is taken. Any remaining leave not covered by qualifying paid leave would be unpaid.

Additionally, any paid leave used for or received during leave for an FMLA qualifying reason, will be charged against an employee's entitlement to FMLA leave. This includes leave for disability or worker's compensation injury/illness, provided that the leave meets FMLA requirements. The substitution of paid leave for unpaid leave does not extend the 12-workweek leave period.

9. Designation Of Leave

The Cooper Union will notify the employee that leave has been designated as FMLA leave. The Cooper Union may provisionally designate the employee's leave as FMLA leave if The Cooper Union has not received medical certification or has not otherwise been able to confirm that the employee's leave qualifies as FMLA leave. If the employee has not notified The Cooper Union of the reason for the leave, and the employee desires that the leave be counted as FMLA leave, the employee must notify the Business Office within two (2) business days of the employee's return to work that the leave was for an FMLA reason.

10. Maintenance Of Health Benefits

During FMLA leave an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work.

To the extent that an employee's FMLA leave is paid, the employee's portion of health insurance premiums, if any, will be deducted from the employee's salary. For the portion of FMLA leave that is unpaid, the employee's portion of health insurance premiums may be paid pursuant to a system voluntarily agreed to by The Cooper Union and the employee.

If the employee's payment of health insurance premiums is more than thirty (30) days late, The Cooper Union may discontinue health insurance coverage upon notice to the employee.

11. Return From FMLA Leave

Upon return from FMLA leave, The Cooper Union will place the employee in the same position the employee held before the leave or an equivalent position with equivalent pay, benefits, and other employment terms.

12. Limitations On Reinstatement

An employee is entitled to reinstatement only if he/she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force, or other reason, the employee would not be employed at the time job restoration is sought.

The Cooper Union reserves the right to deny reinstatement to salaried, eligible employees who are among the highest paid 10 percent of The Cooper Union's employees ("key employees") if such denial is necessary to prevent substantial and grievous economic injury to The Cooper Union's operations.

13. Failure To Return To Work Following FMLA Leave

If the employee does not return to work following the conclusion of FMLA leave, the employee will be considered to have voluntarily resigned. The Cooper Union may recover health insurance premiums that The Cooper Union paid on behalf of the employee during any unpaid FMLA leave except that The Cooper Union's share of such premiums may not be recovered if the employee fails to return to work because of the employee's or a family member's serious health condition or because of other circumstances beyond the employee's control. In such cases, The Cooper Union may require the employee to provide medical certification of the employee's or the family member's serious health condition.

14. Additional Information

For further information or clarification about FMLA leave, please contact the Business Office.

K. MILITARY LEAVE

The eligibility of employees who enlist or who are drafted into military service (or who are called upon to perform temporary military duty which requires absence from work) for a leave of absence, and the terms of any such leave of absence, will be determined in accordance with applicable federal and state law. An employee must submit documentation supporting a request for leave for these purposes to The Vice President for Business Affairs and Treasurer. Reinstatement of such employees, as well as the terms of their employment after completion of military service, will be determined by the laws governing reemployment of veterans and/or other active or reserve military personnel. Any questions concerning these matters should be referred to The Vice President for Business Affairs and Treasurer.

L. LEAVES OF ABSENCE

Except as provided above or as required by law, The Cooper Union does not normally grant leaves of absence.

If special circumstances indicate such a leave might be appropriate, however, employees are encouraged to speak to their office administrator or designee. The administrator will consult with his or her superior before a final decision is made.

M. OTHER BENEFITS

The Cooper Union provides a comprehensive package of health, welfare and retirement benefits to its Regular Full-Time Employees, as summarized on the following pages. Regular Part-Time Employees are eligible to participate in various aspects of the benefits plans, as noted.

DISCLAIMER

This portion of the Employee Handbook contains a general description of the benefits to which employees may be entitled as an employee of The Cooper Union. Please understand that this general explanation is not intended to, and does not, provide employees with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination from the Business Office. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between The Cooper Union and its employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

As in the past, The Cooper Union reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, The Cooper Union reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

For more complete information regarding any of our benefit programs, please refer to the applicable Summary Plan Descriptions, which were provided separately or contact the Business Office. If employees lost or misplaced those descriptions, please contact the Business Office for another copy.

1. **Health Coverage**

a. Medical Plan

Eligible employees (as described below) and eligible dependents may participate in The Cooper Union's Medical Plan (including major medical, hospital and prescription drug benefits). The Medical Plan is a PPO arrangement, which means that the Plan does not restrict an employee in the choice of licensed health care professionals he or she may utilize. However, if the employee's chosen health care provider is not a member of the Plan's network of health care providers, the employee will not receive the discounted health service rate available to individuals utilizing the Medical Plan's network of providers. Please see the Medical Plan's summary plan description for more information about the Medical Plan's network of providers and benefits available under the Medical Plan.

Regular Full-Time Employees are eligible to participate in the Medical Plan. Part-Time Employees employed after January 1, 1995 are not eligible to participate in The Cooper Union Health Plan. For Regular Part-Time Employees who:

- (i) were employed prior to January 1, 1995; and
- (ii) were on The Cooper Union payroll as of January 1, 1995; and
- (iii) have been employed by The Cooper Union as a Regular Part-Time Employee for at least one calendar year,

in each year that 1,000 hours are worked, Eligible Regular Part-Time Employees may enroll in the Cooper Union Health Plan, on a cost-sharing basis, based on the number of hours such employee worked, paid through payroll deduction.

For more information regarding whether an individual may be considered an employee's "eligible dependent," and thus eligible for coverage under the Medical Plan, please review the Medical Plan's summary plan description on this subject.

For exempt Regular Full-Time Employees, coverage begins on the date of hire. For non-exempt Regular Full-Time Employees, benefits begin on the first day of the month following three (3) months of continuous employment.

Employees who are eligible for Medical Plan coverage, and want Medical Plan coverage, must enroll in the Plan by completing an enrollment

application form within 30 days from their date of hire. If an employee does not opt to enroll in a plan within 30 days, he/she will not be eligible to enroll again until the next open enrollment date, which is the month of June. If an employee decides not to enroll in the Medical Plan offered by The Cooper Union, then he/she must sign a waiver to that effect.

The Cooper Union bears the full cost of coverage under the Plan for Regular Full-Time Employees employed prior to January 1, 1996. Regular Full-Time Employees hired on or after such date must contribute 2% of their base salary if they choose family coverage under the Plan. This 2% premium payment will be deducted from the employee's paycheck.

b. Health Policy for Same-Sex Domestic Partners

(i) Eligibility

Domestic partners, who qualify as described below, have the same eligibility for health benefits as spouses of eligible employees.

If you live in the City of New York, you and your same-sex domestic partner must register your domestic partnership with the City as per New York City local law in order for your domestic partner to be eligible. Proof of that registration must be supplied to the Benefits Coordinator in the Business Office.

If you do not live in the City of New York, you and your same-sex domestic partner must meet the criteria set for domestic partnership by New York City and complete the Affidavit of Domestic Partnership. These criteria are:

- a. The persons are not related by blood to a degree of closeness that would otherwise bar marriage in the State of New York;
- b. Neither person is married;
- c. The persons share a primary residence and the common necessities of life;
- d. The persons are at least eighteen (18) years old;
- e. The persons are competent to enter a contract;
- f. The persons declare that they are each other's sole domestic partner;

- g. The persons have agreed between themselves to be responsible for each other's welfare;
- h. The persons file an affidavit of domestic partnership; and
- i. The persons agree, in the event of termination of domestic partnership, to file a termination statement.

Furthermore, the employee must provide the following documentation:

- a. proof that you and your same-sex domestic partner live together and share a home – e.g., drivers' licenses showing the same address, passports, designations for receipt of mail, etc.
- b. proof of financial interdependence – e.g., joint checking account, credit cards with the same account number, designation of each other as authorized signatures on safe deposit boxes, etc.
- c. proof of responsibility for each other's common welfare – e.g., executed powers of attorney and/or health care proxies for financial, medical, and personal decisions, naming each other as beneficiaries on insurance policies and retirement plans, and/or being executors or executrix for your respective estates.

(ii) Enrollment

The properly completed affidavit, along with the required documentation, or proof of registration with the City of New York, must be returned to the Benefits Coordinator in the Business Office for enrollment to become effective. Coverage will begin on the first day of the month in which you enroll.

(iii) Tax Consequences

Unless your domestic partner qualifies as a dependent under federal, state and local tax laws, the value of his or her coverage may be considered additional imputed income to you, the employee, and may therefore be subject to federal, state and local income taxes. It is advisable that the employee discuss any possible tax consequences with his or her tax advisor.

(iv) Termination Of Domestic Partnership

If there is any change in the criteria certified in the Affidavit of Domestic Partnership, you or your domestic partner must complete a "Statement Terminating Domestic Partnership" within 30 days of the change, and submit this statement to the Benefits Coordinator in the Business Office. Benefits for the former domestic partner will be discontinued on the last day of the month that the statement is received or on a date specified by the Benefits Coordinator consistent with existing policies and procedures used to deal with spouses.

Once a Statement Terminating Domestic Partnership has been submitted, you may not cover another domestic partner for at least twelve months from the date of termination.

c. Dental Plan

Dental coverage is provided to Regular Full-Time Employees and their eligible dependents. Coverage under the Plan begins for these individuals on the same date on which coverage begins for the Medical Plan coverage described above.

Please refer to the official Dental Plan documents for a more detailed description of the benefits provided and the various limitations and exclusions under the Dental Plan.

d. Vision Plan

Vision benefits are provided to Regular Full-Time Employees and their eligible dependents. Coverage under the plan begins for these individuals on the same date on which coverage begins for Medical Plan coverage described above. Please refer to the official Vision Plan documents for a more detailed description of the benefits provided and the various limitations and exclusions under the Plan.

e. Retired Employees

The Medical Plan covers, at no cost, those employees who at the time of retirement have attained the age of sixty (60) and have completed ten (10) years of continuous full-time service to The Cooper Union.

Vision benefits are available for retired employees, however dental benefits are not available. Please refer to the official Health Plan

documents for a more detailed description of the Plan's coordination of benefits with Medicare.

Coverage is also available for the spouse and eligible dependents of the retiree. Such coverage will continue after the death of the retired employee until: (a) the death of the spouse; (b) the remarriage of the spouse; or (c) such time as any other dependent no longer satisfies the Medical Plan's definition of "eligible dependent."

f. COBRA

The health plans sponsored by The Cooper Union comply with the terms of the Consolidated Omnibus Budget Reconciliation Act ("COBRA") by providing eligible employees and their qualified beneficiaries the right to elect to continue coverage in the plans on a self-pay basis for a limited time period after the occurrence of a "qualifying event" (such as a termination of employment or a divorce). Please review the applicable health plan's summary plan description for more information regarding an employee's and qualified beneficiary's COBRA rights, including whether an event constitutes a "qualified event" for which COBRA is available.

2. **Group Life Insurance**

Regular Full-Time Employees are provided group life insurance. The policy also covers accidental death and dismemberment which provides employees with either the full amount or partial amount of the life insurance benefit in the event of certain accidental bodily injuries. This benefit is not continued by The Cooper Union beyond the employee's retirement.

Please note that life insurance premiums paid for by an employer for coverage in excess of a specified dollar value (currently \$50,000) are considered to be taxable income.

3. **Short-Term Disability**

This coverage is provided in case of off-the-job illness or injury requiring absence from work of more than seven (7) consecutive days. Benefits begin on the 8th day of disability and continue for related absences up to a maximum of 26 weeks. Any FMLA leave to which an employee may be entitled runs concurrently with time off granted under this policy. In other words, an employee cannot take his or her full short-term disability benefits, and then take three months off under the FMLA. Thus, any time

spent on short-term disability counts as part of an employee's FMLA leave. The employee must apply for short-term disability benefits through the Business Office and provide the Business Office with any required documentation in support of the application.

A short-term disability leave must be certified by a physician's or licensed health care professional's statement identifying the nature of the disability, and stating or estimating the date when the employee will be able to return to work. If the employee cannot return on that date, another statement from a physician or licensed health care professional, with a new return date, will be required. Employees will not be able to return to work without submitting to Human Resources a note from a physician or licensed health care professional authorizing the employee's return.

Regular Full-Time Employees will continue to receive their full salary for the duration of their short-term disability period. Regular Part-Time Employees will receive prorated continuation salary payments, the amount of which will be determined on a case-by-case basis, subject to the conditions stated above.

4. **Long-Term Disability Insurance**

The plan is provided through a selected insurance carrier. After one (1) full year of service, Regular Full-Time Employees are eligible to participate in the program.

The Cooper Union bears the cost of long-term disability insurance premiums to provide monthly income benefits for employees suffering from a qualifying long-term disability. The benefit begins after 180 days of total disability from illness or accident, and, including any income from Social Security and/or Worker's Compensation and/or various other sources, equals sixty percent of basic monthly salary up to a maximum amount per month.

In addition, the plan provides to certain employees a monthly waiver benefit for The Cooper Union Defined Contribution Retirement Plan, so that payments to the individual's retirement plan are continued during the period of disability.

For more information regarding The Cooper Union's Long-Term Disability Insurance benefit, please review the Group Long Term Disability Insurance Program booklet.

5. **Retirement Plan**

The Cooper Union contributes to The Cooper Union Defined Contribution Retirement Plan to provide eligible employees with pension upon retirement. Employees may be enrolled in the Plan when they are regularly scheduled to work at least 1,000 hours during a calendar year. Even if not regularly scheduled to work 1,000 hours in a year, an employee will become a participant after working (or is treated under the Plan as having worked) 1,000 hours for The Cooper Union.

Please review the Retirement Plan's Summary Plan Description for more information about this benefit.

6. **Social Security**

Social Security benefits are derived through the Federal Insurance Contributions Act (FICA). The Cooper Union must deduct federal Social Security payments from the paychecks of all employees who will be paid taxable wages during the year.

Deductions are made at a yearly percentage rate through payroll deductions. The Cooper Union must contribute those deductions and an additional amount for each employee to the federal Social Security fund.

Social Security benefits are paid by the federal government to the employee upon retirement in a manner determined by the then-current and applicable government regulations.

7. **Tax-Deferred Compensation Through Salary Reduction**

The program is provided through TIAA-CREF's Salary to Annuity Option Program. Under its terms, all employees may exercise a supplemental retirement annuity option. The option enables an employee to elect a salary reduction within limits specified by the Internal Revenue Service, and to have that amount paid into a regular annuity contract or supplemental retirement annuity (SRA).

The amount of the salary reduction is exempt from state and federal taxes, as applicable, until received by the employee as retirement benefits.

Please review the summary plan description or contact your TIAA/CREF representative for more information about this Program.

8. **Workers' Compensation**

Pursuant to New York State law, The Cooper Union provides Workers' Compensation insurance for all employees and bears the cost of contributing to an insurance fund that provides benefits for job-related injuries. The benefit payments are based on the employee's regular salary and work hours.

The benefit payments include the cost of medical expenses.

9. **Unemployment Insurance**

The Cooper Union bears the full cost of contributing to the New York State Unemployment Insurance Fund. The New York State Unemployment Insurance Fund pays benefits to persons who are currently unemployed and meet the Department of Labor's qualifications for benefits.

10. **Tuition Assistance: Dependent Children & Employee**

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 full-time students attending accredited, not-for-profit higher education institutions. 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 undergraduate 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 child for undergraduate study. Grants or loans are made for up to eighteen credits per academic year for undergraduate study as a matriculated student in a two- or four-year program at a not-for-profit, accredited 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 credits per academic year for graduate

study 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 for up to sixty percent (60%) of net undergraduate tuition costs to a maximum of \$6,000 per academic year. Grants are made for up to eighteen credits per academic year for undergraduate study as a matriculated student in a two- or four-year program at a not-for-profit, accredited institution.

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

(iii) Loan Agreements

A promissory note is required to be executed for each loan. The loans are repaid through payroll deduction commencing when the dependent or the employee, as applicable, is no longer a student. Upon termination, all loan amounts received through Tuition Assistance become an interest-bearing loan. The details of repayment will be explained upon termination. The first loan is repaid over the following twelve months, in equal monthly installments, and succeeding loans are repaid in the same way each year thereafter.

The Business Office can assist employees in determining the amount each monthly repayment would be prior to establishing a loan agreement.

V. GENERAL INFORMATION

A. EVENTS, CLASSES, OTHER FACILITIES & SPECIAL OFFERINGS

Throughout the year, many events and activities occur at The Cooper Union that are open to employees, students, faculty, and the general public.

1. **Extended Studies, Athletic Events, Alumni Events**

Employees are generally entitled to free or reduced admission to events of The Cooper Union, Alumni Association activities, Great Hall programs

and Extended Studies courses, and can participate in some of the activities sponsored by Recreation, Health and Safety if the activity does not interfere with normal working hours and is not restricted by any of the various college athletic association rules that govern participation in collegiate competitions.

2. **Library**

Employees of The Cooper Union may use The Cooper Union Library, and should be prepared to present a valid Cooper Union I.D. card in order to borrow books.

3. **Fourth Floor Shop**

The Fourth Floor Shop in the Foundation Building and the various other shops and equipment facilities in the School of Art and the School of Engineering may also be used by The Cooper Union employees at the discretion of the individual shop supervisors and under the following conditions: (1) that the individual has been checked out for safe use of the equipment or facility and approved as qualified by the applicable shop supervisor; and (2) that employee use of the equipment or facility is not interfering with or interrupting any academic program or activity.

4. **Frankie's Kitchen & Other Restaurants**

During the academic year, and on a more limited basis in the summer, a cafeteria is open in the Hewitt Building. The manager may provide catering for on-campus meetings and functions.

Neighborhood establishments, such as restaurants and bookstores, sometimes offer discounts to employees of the area's educational institutions who are able to present valid I.D. cards. Often establishments offering such a discount post signs to that effect near the cash register or entrance.

B. POLICY ON SMOKING IN CAMPUS BUILDINGS

In accordance with New York City's "Smoke-Free Air Act," The Cooper Union has adopted the following smoking policy:

Smoking is prohibited in all areas of the work place including, but not limited to: cafeterias, employee lounges, auditoriums, classrooms, studios, laboratories, the Library, and all adjacent areas, conference rooms, or areas containing equipment used by persons in common.

Employees are protected from retaliatory action for exercising or attempting to exercise their rights under this policy. Any employee who feels he/she has been adversely affected for exercising or attempting to exercise any right under this policy should inform The Vice President for Business Affairs and Treasurer, and adequate redress will be provided.

Copies of the New York City “Smoke-Free Air Act” are available in the Student Services office. This law is administered by the New York City Department of Health.

Failure to comply with this policy may result in appropriate disciplinary action, up to and including discharge.

C. POLICY ON ALCOHOL & DRUG USE ON PREMISES

The Cooper Union intends to maintain a drug-free workplace. Drug or alcohol abuse in the work place can result in serious mental and/or physical harm to self and others, may be a violation of criminal laws and can impede or destroy the atmosphere of collegiality that is essential to the effective administering of the academic environment.

In compliance with the Drug Free Workplace Act of 1988, all members of The Cooper Union community are hereby notified that they are required to abide by all federal, state and city laws and regulations concerning the sale or use of illegal drugs. The abuse of alcohol or other drugs on premises, or the illegal manufacture, distribution, possession or sale of any such controlled substance at The Cooper Union is strictly prohibited.

Any employee found in violation of this prohibition will be subject to disciplinary action, including the possibility of immediate suspension or dismissal without reference and be subject to the jurisdiction of any applicable law enforcement agencies.

Any employee whose work performance is impaired by the use of drugs or alcohol will be considered a threat to the safety and well being of him or herself and others and will be subject to immediate disciplinary action.

The Cooper Union will make every effort to assist such an employee in locating and enrolling in an alcohol or drug abuse rehabilitation program. The successful continuation or completion of such a program may be a consideration in the severity of any other disciplinary actions The Cooper Union might pursue.

Any employee seeking assistance in finding drug or alcohol abuse counseling or rehabilitation may consult with his or her office administrator or designee or the Benefits Coordinator. Such a consultation will be held in confidence, except as

necessary for the administrator or designee to direct the employee to a proper source for further assistance.

As a condition of employment, employees must abide by these policies, and if convicted of violating any criminal drug law must notify The Cooper Union within five (5) days of the date of conviction.

1. Rules Concerning The Serving Of Alcoholic Beverages At Student Events

(i) The serving of hard liquor is to be strongly discouraged at any college event involving students.

(ii) The Cooper Union has a New York State Liquor Authority permit for the serving of wine and beer at student events. Such serving will be limited to those persons who can prove attainment of the minimum legal age in New York State of twenty one (21) years. To facilitate quick identification of students of legal age at the point of service, a process of carding that requires the presentation of a Cooper Union ID and an ID that complies with the above mentioned 1991 New York State law will be carried out by a security guard available solely for that purpose and paid for by the student sponsors either through allocated JAC (Joint Activities Committee) funds, or in the case of student openings, by the student exhibitors. There are no exceptions to this requirement.

(iii) Sponsors of events have primary responsibility for ensuring that only those of legal drinking age are served alcohol. Sponsors must include at least two (2) persons twenty-one (21) years of age or older, and they must sign the State required alcoholic beverage permit. Before authorization to hold an event can be given, all student sponsors must undergo a prior orientation with the Dean of Students or a designated representative of the Office of Student Services.

(iv) Such events must include the serving of food, in sufficient amount for the numbers attending; and the display of a variety of non-alcoholic beverages must be featured as prominently as alcoholic beverages, and dispensed in the same area.

(v) The promotion of alcohol in advertisements for events is not permitted. Other aspects of the event should be emphasized – such as entertainment, the availability of food, etc.

(vi) The serving of alcoholic beverages should be discontinued approximately one hour before the end of the event.

(vii) Event sponsors not only must refuse to serve alcoholic beverages to anyone appearing intoxicated, but also must provide appropriate assistance to

such persons. Assistance may include, but is not limited to, providing safe transportation arrangements for intoxicated guests and medical assistance.

Employees are also expected to be familiar with the policy on alcoholic beverage use at functions attended by students. The following information is taken directly from the current Cooper Union Student Handbook.

New York State has very strict laws regarding alcohol. Section 65 of the Alcohol Beverage Control Law states:

No person shall sell, deliver, or give away or cause or permit to be sold, delivered, or given away any alcoholic beverages to:

1. Any person actually or apparently under the age of twenty-one (21) years; or
2. Any visibly intoxicated person; or
3. Any habitual drunk.

Additionally, legislation enacted in November 1991 specifies that a U.S. or Canadian driver's license or non-driver identification card, a valid passport, or an identification card issued by the United States Armed Forces must be used as written evidence of age for the purchase of alcoholic beverages. New York State law also prohibits the possession of alcoholic beverages with the intent to consume by a minor and makes it a crime to produce fraudulent proof of age.

New York State imposes social host liability on any person who serves alcohol illegally. This means that if someone serves a minor alcohol, the person serving the alcohol can be sued for damages by anyone harmed by that minor, including the parents or family of the minor if the minor himself or herself suffers harm.

2. Special Requirements For Serving Alcohol At Art School Openings

- (i) The alcoholic beverage limit for art openings may not exceed one-quarter (1/4) keg of beer (or its equivalent) and one case of wine.
- (ii) Because openings will usually be held on evenings from 6:00 pm to 8:00 pm, the serving of all alcoholic beverages shall cease after 8:00 pm even if the affair continues beyond that time. Thereafter only soft drinks should be available.
- (iii) Student sponsors are expected to be alert to any signs of overindulgence on the part of any attendees and to render appropriate assistance as the situation may require in order to insure the personal safety of all.

D. RESERVATIONS FOR USE OF SPACE

Reservations for evening classroom and lecture auditorium use are made in advance through the Office of Extended Studies, and that office should be contacted for specific information about making room reservations and completing appropriate paperwork. Reservations for daytime classroom and lecture auditorium use are made through the Office of Admissions.

The Residence Hall Manager should be contacted for reservations and guidelines for the use of the Menschel Room which is located in the Student Residence Hall.

Reservations for use of The Great Hall and the Stuyvesant-Fish House are made in advance through the Office of Extended Studies. If lighting, sound or videotape production services are required for the event, the Audio Visual Resources Access Center (AVRAC) should be contacted as soon as the reservation is confirmed (see following section E, "Audio Visual Resources").

Requests for reservation of the Peter Cooper Suite are made through the Office of Extended Studies, which will provide information about procedures concerning use of the Suite. The Office of the President has priority access to the Suite, but when it is not in use by that office, the Suite is free for use by other groups in The Cooper Union community, and by outside organizations on a fee approved basis. Internal requests for reservations will usually be given priority over external. All meeting or function needs are the responsibility of the party reserving the Suite.

E. AUDIO-VISUAL RESOURCES: LIGHTING, SOUND, VIDEOTAPE PRODUCTION

Audio-visual resources and production services are available at The Cooper Union through the AVRAC.

AVRAC provides access to projectors (film, slide, overhead), video-cassette recorders, television monitors, cassette recorders, and other types of audio-, image- and sound-recording and playback equipment. The AVRAC Supervisor should be contacted well in advance of any class, meeting, or event requiring AVRAC services.

AVRAC also provides lighting, sound and videotape production for Great Hall events, and should be contacted through the AVRAC Supervisor well in advance of any event requiring those services.

F. OFFICE SERVICES

Copier paper, telephone facsimile (FAX) paper, and other office supplies are available in Office Services. Office Services also provides internal mail service,

some duplicating and addressing services, a large-volume copier and a FAX machine.

There are also a variety of other services, stationery, and food suppliers in the area. Individual offices may purchase supplies through Office Services, and also use or maintain accounts with a number of outside suppliers.

Before ordering or purchasing supplies, the employee should review the office procedure for ordering supplies with the office administrator or designee.

G. FORMS AND TRANSACTIONS, EXPENSE REIMBURSEMENT

Employees will encounter a variety of forms and transaction vouchers while conducting institutional business. These include:

1. Employment and benefits application forms
2. Forms to activate benefits travel expense vouchers
3. Check request forms
4. Purchase order forms
5. Funding request forms
6. Payroll vouchers
7. Time sheets
8. Room reservation forms
9. Duplicating or addressing request forms
10. Accident reporting forms
11. Disability forms

The employee's office administrator or designee will review the proper procedures for filling out and submitting these various forms with anyone needing assistance.

In addition, and as previously approved by the office administrator or designee, out-of-pocket expenditures for business-related items will be reimbursed, upon the submission of necessary receipts and documentation.

H. IN CASE OF MEDICAL PROBLEM OR EMERGENCY

1. The Cooper Union Facilities

Simple first-aid items and non-prescription analgesics are available in each Dean's Office and department throughout the College. The Office of Buildings and Grounds will also, on request, arrange for a first-aid kit and replenishment of first-aid supplies for any office on campus that requests one.

When practicable, employees must immediately report work place injuries to their supervisor/manager.

The Benefits Coordinator in the Business Office should be contacted about appropriate forms for reporting an accident involving an employee.

2. Emergency Procedures – Illness and Injury

If an employee complains of or indicates illness, faintness, weakness or other similar distress:

- suggest the employee get off his or her feet; and
- ask if he or she is aware of anything that might be causing the condition such as a specific illness or allergy, use of prescription medication, use of alcohol or non-prescription drugs, lack of sleep, pregnancy, stress, or other physical or mental circumstance; and
- ask when he or she last ate a substantial meal; and
- keep track of any information given, and
- if the employee is capable of walking, assist him or her to a nearby place where the individual can rest or receive further assistance.

OR

- if the employee is not capable of walking, contact the nearest security guard for assistance, or call 911, if necessary.

Until further assistance arrives, try to make the employee as comfortable as possible but do not administer any food or drink. The employee's clothing may be loosened if appropriate, but if there is any doubt as to whether or not the individual should be moved, **DO NOT MOVE HIM OR HER**. This is especially true if there is any possibility of back or neck injury, or broken limbs.

If an employee is injured while on campus and is ambulatory, he or she should report directly to the nearest office to obtain first-aid or assistance in receiving first-aid. The Benefits Coordinator should be alerted to the situation.

In the event of more serious injury or illness, either:

send the individual to the emergency room of one of the city hospitals (nearest to The Cooper Union is St. Vincent's Hospital & Medical Center, 7th Ave. at 11th St.)

OR

If the individual cannot walk, is not conscious, is in extreme distress or appears to be otherwise severely injured or ill, telephone 911 to send an ambulance, or contact one of the building guards and request them to call for an ambulance. Alert the Benefits Coordinator about the situation.

Anyone suffering a burn, an injury to the eyes, or a severe puncture, laceration or cut should be sent immediately to the emergency room of one of the local hospitals. It is recommended that someone accompany the individual and stay with him or her until contact with a family member or next-of-kin is established.

I. SOLICITATION AND/OR DISTRIBUTION

In order to avoid interference with work, soliciting, collecting, selling products, and/or accepting contributions are not permitted during an employee's working time. The foregoing are also prohibited if the person being solicited is working. Solicitation of any kind by non-employees is not permitted on The Cooper Union's premises.

The distribution of pamphlets, handbills, folders or other literature, or the purchase or sale of merchandise, are not permitted on The Cooper Union's property and by persons not employed by The Cooper Union without written authorization or by employees in working areas at any time. Furthermore, employee use of The Cooper Union's interoffice mail, electronic mail (e-mail) or voice mail systems for distribution of non-business material is not permitted.

Bulletin boards maintained by The Cooper Union are to be used only for posting or distributing material of the following nature:

- notices containing matters directly concerning The Cooper Union business;
- announcements of a business nature which are equally applicable and of interest to employees.

All posted material must have authorization from the Business Office. All employees are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices. Employees are not to remove material from the bulletin boards.

J. TELEPHONE USAGE

Telephones are provided for use in conducting business only. Both outgoing and incoming personal calls are discouraged and should be limited and when they do occur, they should be kept brief. Employees do not have a personal privacy right in the use of the telephone, nor can The Cooper Union insure the confidentiality of any conversation.

K. ELECTRONIC MAIL (E-MAIL) AND VOICE MAIL

The e-mail and voice mail systems are to be used only for transmitting information, notices, and/or announcements directly concerning The Cooper Union's business. These systems of communication should not be used for transmitting information unrelated to the business of The Cooper Union. The provisions of The Cooper Union's solicitation and/or distribution policy apply to the e-mail and voice mail systems as well.

No e-mail or voice mail messages should be created or sent which may constitute intimidating, hostile, or offensive material on the basis of race, religion, sex, color, disability, national or ethnic origin, age, marital status, sexual orientation, veteran status, creed or citizenship status or any other characteristics protected by law. The Cooper Union policy against sexual or other harassment applies fully to the e-mail and voice mail systems.

Employees do not have a personal privacy right in any matter created, received, or sent from The Cooper Union's e-mail or voice mail system, nor can The Cooper Union assure the confidentiality of any message. Any password an employee uses for e-mail or voice mail must be known to The Cooper Union because the employee's system may need to be accessed by The Cooper Union or a designated representative. The Cooper Union expressly reserves the right to access, retrieve, read, and delete any communication that is created, received, or sent in the e-mail or voice mail system to assure compliance with this and other policies of The Cooper Union.

L. THE COOPER UNION PROPERTY

The Cooper Union's property includes not only work areas, supplies, equipment, machinery, computer systems (including e-mail), telephones (including voice mail), and facilities provided for use by its employees, but also important information. This property is essential to the operation of The Cooper Union and,

consequently, is not to be misused, removed from the premises, sold, loaned, given away, or otherwise disposed of regardless of its condition or value, without proper authorization. Misuse of The Cooper Union's property includes usage for personal reasons or for inappropriate purposes. The Cooper Union reserves the right to inspect or otherwise access The Cooper Union's property.

Because the care and proper usage of The Cooper Union's property is vital, any violation of this policy may result in immediate discharge. Any employee who has knowledge of misuse or theft of The Cooper Union property must report the matter to his/her manager immediately.

M. CONFLICT OF INTEREST

Employees must not engage in activities which conflict with the business interests of The Cooper Union or impede their job performance at The Cooper Union.

In addition, no employee may accept any gift(s) with a total value of more than \$50.00 from any competitor, customer, supplier, affiliate, or any other entity with which The Cooper Union does business.

If an employee has any questions about the applicability of this policy he/she should contact The Vice President for Business Affairs and Treasurer.

Any breach of the above rules may result in appropriate disciplinary action, up to and including immediate discharge.

N. INTERNAL INVESTIGATIONS AND SEARCHES

From time to time, The Cooper Union or its designees may be required to conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are expected to cooperate fully with and assist in these investigations if requested to do so.

Whenever necessary, in The Cooper Union's discretion, employees' work areas (i.e. desks, file cabinets, etc.) and personal belongings (i.e. brief cases, handbags, etc.) may be subject to a search. Employees are required to cooperate.

VI. LEAVING COOPER UNION

Every Cooper Union employee has the status of "employee-at-will," meaning that no one has a contractual right, express or implied, to remain in The Cooper Union's employ. The Cooper Union may terminate an employee's employment, or an employee may terminate his or her employment, without cause, and with or without notice, at any time for any reason.

Upon resignation or termination, the employee's immediate supervisor must complete a payroll termination notice. Notices are available through the Business Office. Unless terminated for gross misconduct, all employees are eligible for payment of unused, accrued vacation days upon termination. The Business Office will calculate employee's unused, accrued vacation days to be paid upon termination (maximum of 44 days).

Benefits end on the last day of the month in which your last day of employment falls. An employee, unless dismissed for gross misconduct, has the option to convert to individual life insurance, as well as to continue Medical/Dental/Vision benefits in accordance with The Consolidated Omnibus Budget Reconciliation Act ("COBRA") regulations. The Business Office will contact the departing employee regarding the continuation of benefits through COBRA.

Upon resignation or termination, all employees must return all Cooper Union equipment or property (i.e., Cooper Union identification card, office keys, laptop computer, Cooper Union manuals) to the Business Office at The Cooper Union.