

MEMORANDUM OF AGREEMENT DRAFT

This Memorandum of Agreement is entered into between The Cooper Union for the Advancement of Science and Art (“Cooper Union”) and The Cooper Union Federation of College Teachers, Local 3163, NYSUT, AFT, AFL-CIO (“CUFCT”).

This agreement is subject to ratification by the CUFCT membership and the Cooper Union Board of Trustees.

1. Term: The parties’ collective bargaining agreement is hereby extended through August 31, 2016, as modified herein.
2. Wages:
 - a. Effective September 1, 2013, the increase in base salary shall be equal to the percentage increase in the cost of living index May 2013 over May 2012. The minimum increase shall be 2.5% and the maximum increase shall be 5%.
 - b. Effective September 1, 2014, the increase in base salary shall be equal to the percentage increase in the cost of living index May 2014 over May 2013. The minimum increase shall be 2.5% and the maximum increase shall be 5%.
 - c. Effective September 1, 2015, the increase in base salary shall be equal to the percentage increase in the cost of living index May 2015 over May 2014. The minimum increase shall be 2.5% and the maximum increase shall be 5%.
 - d. Modify Minimum salaries effective September 1, 2013 as follows:
 - i. Professor - \$95,000
 - ii. Associate Professor - \$87,000
 - iii. Assistant Professor - \$80,000
 - iv. Librarian - \$80,000
 - v. Associate Librarian - \$75,000
 - vi. Assistant Librarian - \$65,000
3. Cooper Union Professor Status:
 - a. Effective January 1, 2015, the designation of “Cooper Union Professor” will be created. This status will recognize consistent and continued excellence in teaching, scholarship and service.

- b. An individual faculty member must be nominated for the designation. The President will have the sole authority to call for such nominations. When they are called, nominations are to be submitted to the appropriate Dean by April 1 of that year.
- c. To be eligible, a faculty member must be a tenured full professor with at least 10 years of service at the Cooper Union as a full-time faculty member.
- d. Nominations will be considered by a committee consisting of one faculty member elected from each of the School of Architecture, the School of Art, the School of Engineering, and the Faculty of Humanities and Social Sciences, together with three members appointed by the administration. The committee will review the record of each nominee and make its recommendation to the President by November 10 of the given year.
- e. The President will have the sole authority to accept the nomination and designate a faculty member as a Cooper Union Professor. This decision is not subject to the collective bargaining agreement's grievance procedure.
- f. Individuals given the designation of Cooper Union Professor will hold the designation for a five-year term. During the five-year term, the Cooper Union Professor shall receive an annual stipend equal to 7.5% of faculty member's salary. At the conclusion of the five-year term, the faculty member will be eligible to be re-nominated for the designation (if the President is seeking nominations at that time) and will be evaluated in the same manner as all other nominees.

4. Benefits

- a. Replace Article Seven, Section C(3) with the following:

It is understood that the IRS takes the position that the value of domestic partner coverage may be imputed income to the Faculty member and therefore subject to federal, state and local income taxes.

- b. The parties agree to establish a Health Benefits Committee during the term of the collective bargaining agreement. This committee will meet on a regular basis to review the current Cooper Union Medical Plans and negotiate in good-faith over modifications to the terms of these plans. It is understood that members of other bargaining units covered by the Cooper Union Medical Plans may participate in this process as a joint negotiation.

5. Faculty Teaching Assignments (Article Eleven)

- a. Revise the first two sentences of Article Eleven (A) to read:

Primary Teaching Assignments. The primary full-time teaching assignments of a member of the full-time Faculty is considered to be nine teacher credit hours per week per semester. Teaching load may vary for a given semester if the average over three semesters is nine teacher credit hours per week per semester and if agreed upon in advance by the CUFCT and The Cooper Union.

- b. The parties agree to establish a Work and Course Load Committee during the term of the collective bargaining agreement. This committee will meet on a regular basis to negotiate issues relating to work and course load matters for the bargaining unit.
- c. Insert New Section D (Master of Architecture II Summer Semester): Teaching assignments for courses taught during the summer semester of the Master of Architecture II program may be part of a Faculty Member's primary, full time teaching assignment as specified in Article 11.A, or shall be compensated as an Overload Course as specified in Article 11E.
- d. Add "ABET" to Article Eleven(F)(3)
- e. Delete "Faculty Lounges" from Article Eleven(L)

6. Electronic Media

The parties agree to establish an Electronic Media Committee during the term of the collective bargaining agreement. This committee will meet on a regular basis to negotiate issues relating to the use of electronic media as part of bargaining unit members' work.

7. Temporary Assignments (Article 13)

- a. Modify the contract language to provide that effective September 1, 2014, temporary assignments to administrative positions will be no longer than two (2) contract years (plus, with respect to a non-Library position, the remaining part of a contract year, when the bargaining unit member takes over the position in the middle of a contract year), except in extraordinary circumstance such as a failed search to fill the permanent position. In such circumstances, the administrative position may only be extended if a legitimate search to fill the position on a full-time basis is continuing. With respect to the current Acting Library Director, this time limit shall start with the 2014-2015 contract year.
- b. Modify the contract language to provide that effective September 1, 2013 total additional compensation for Acting Dean will be \$60,000 per contract year, and

\$40,000 per contract year for Acting Associate Dean. These payments will be pro-rated for each pay period worked in the administrative position.

8. Librarians (Article 17)

- a. Add new section 3:

Final Exam Period Extended Hours: In the event there is a need for Bargaining Unit Librarians to work later than 9 p.m. during Final Exam Period, the Library will seek volunteers for such work. If no volunteers accept the work, the work will be assigned at the Director of the Library's discretion. Employees working past 9 p.m. and beyond a regular 8 hour work day, will receive compensatory time off for time worked after 9 p.m. This compensatory time will not reduce or modify the requirement for the payment of overtime in the event the employee works more than 40 hours in a week.

9. Sabbaticals (Article 19)

Revise Article 19(B) to say:

A Faculty member becomes eligible for sabbatical leave in accordance with the options described in Article 19(E) below.

Revise Article 19(E) to say:

Effective September 1, 2015, future sabbatical leaves, whether a single semester or two semesters, will be awarded within a single academic year.

Going forward, each sabbatical cycle is seven (7) consecutive full academic years of employment, including the academic year in which the sabbatical is taken. A faculty member seeking a sabbatical has the following options:

OPTION A: After the first six years of the cycle, a faculty member is eligible to take a sabbatical during the seventh year by choosing either (i) a full academic year sabbatical leave at 2/3's salary or (ii) a one-semester sabbatical leave at full salary during either the fall or spring semester. The next sabbatical cycle begins at the start of the next academic year after completion of the sabbatical.

OPTION B: After the first three years of the cycle, a faculty member is eligible for a one-semester sabbatical leave at 2/3's salary during the fall or spring semester of the fourth year and a one-semester sabbatical leave at 2/3's salary during the fall or spring semester of the seventh year of the cycle. The next sabbatical cycle begins at the start of the academic year following completion of the seventh year, even if a faculty member has failed to take a sabbatical in year seven.

In the event that a faculty member requests a sabbatical and that request is denied, it will not impact the faculty member's seven year cycle. As a result, such a delay will result in the employee being able to take more than one sabbatical in the next seven year cycle. However, under all circumstances, there must be at least two (2) full academic years from the conclusion of one sabbatical to the start of the next sabbatical.

During a sabbatical leave, a Faculty member will continue to receive benefits in accordance with the terms of the collective bargaining agreement.

Cooper Union will provide the CUFCT with an annual report with each faculty member's sabbatical cycle and status in the cycle.

The agreed upon status of each existing faculty member's place in the new sabbatical cycle is set forth in Exhibit ____ of the contract.

10. Personnel Files (Article 32)

- a. Replace the first phrase of Paragraph A with "Excluding external confidential letters of recommendation and all other confidential letters of recommendation prior to the ratification date of this contract . . ."
- b. Insert into paragraph B before the words "and shall have the right" the following phrase: "provided with a copy of the material upon request"

11. Delete Article Forty, Section B and C.

12. Promotion and Tenure Time Line (Article 10)

- a. Modify all necessary provisions of Article 10 to provide that Advanced Notification for promotion and tenure review will be made by April 1 of each year.
- b. Modify all necessary provisions of Article 10 to provide that the candidate provide all materials to be considered by external reviewers to Cooper Union no later than the day after graduation that year.

13. Grants

Create a new article entitled "Grants" with the following language.

Awarding of Internal Competitive Grants for Future Creative Scholarship

The Cooper Union may establish grant processes at its sole discretion, and the selection of recipients will be made by the President and the appropriate Dean in accordance with

the procedures set forth in this paragraph. All such processes must be competitive, and the Cooper Union's decision as to whom receives the grant shall be neither arbitrary nor capricious.

For purposes of this Paragraph and Paragraph 3, "Future Creative Scholarship" may include, but is not limited to, research, writing, curriculum enhancements, program development, developing digital/web-based academic materials, and exhibition creation, preparation, and curating.

To assure equitable treatment of all members of the full-time Faculty, the procedures followed in each case will be consistent with the following principles:

- a. **Advance Notice of Internal Funding Opportunity.** All members of the full-time Faculty who are eligible to compete as per the established grant criteria for an internal funding opportunity will be notified at least 30 days prior to the deadline for proposal submission. Notification will comprise a grant solicitation that outlines the goals of the program, the criteria for selection, and the guidelines for submission of the proposal and budget request.
- b. **Submission of Proposals.** All applicants must submit a written proposal for review in a manner as set forth in the announced guidelines.
- c. **Committees on Proposal Review.** Proposals will be reviewed by a five (5) person committee consisting of two administrators (selected by the Cooper Union administration), two full-time faculty members (selected by the CUFCT, one of whom will be a CUFCT executive committee member responsible for the appropriate faculty constituency), and the appropriate Dean. A single committee may review multiple proposals. This committee will present its recommendation to the President, who, along with the appropriate Dean, shall make the final decision on the awarding of the grant.
- d. **Notice of Grant Awards.** All members of the bargaining unit will be notified of successful grant award recipients. Unsuccessful candidates will be notified in writing by the President's office with a brief explanation as to the reasons why the proposal was not accepted. Copies of such notifications and the various committee recommendations will be provided to the CUFCT. Successful and unsuccessful applicants may apply for further grants in the future.

14. Modify Article eleven to address Teaching Load "Course release for scholarship" Adjustments

- a. Add a new section to address Course release for funded "Scholarship":

Any faculty member may request one or more teacher credit hours of course release for a semester upon receiving a grant or gift for future creative scholarship. The cost of the course release will be determined annually on a per teacher credit hour basis for the entire institution by Cooper Union in its sole discretion. Such grants or gifts may come from an external source (all

external sources must be approved by Cooper Union) or through an internal competitive grant process established by Cooper Union in accordance with the terms set forth above in Paragraph 2. Approval of the course release is at the discretion of the President and the appropriate Dean. Faculty are not permitted to be scheduled for a teaching overload in any semester when receiving course release under this provision. .

- b.** Modify Article Eleven A to provide that effective September 1, 2014 all new full-time faculty members will receive twelve (12) credits of course release within their first four (4) semesters as full-time faculty members at the Cooper Union to provide new faculty with additional time to establish themselves as a scholar. This 12 credits of course release will be distributed as a three (3) teacher credit hour release per semester for the first four semesters. This distribution may vary slightly if new faculty are teaching courses that are not three (3) credits. If it is not possible to schedule the new faculty for 12 credits of course release within their first four (4) semesters, the course release may be scheduled in their third academic year. Faculty are not permitted to be scheduled for teaching an overload during their first four semesters, or during their third academic year if a course release is deferred until this time.
- c.** Modify Article Eleven D to add:

In addition, and without limiting or modifying the preceding sentence, Faculty are not eligible to be scheduled for a course overload in a given semester if they have received a course release as a result of being a grant recipient in the two regular academic semesters immediately preceding.

For the Cooper Union

Date: _____

William Mea, Vice President for Finance and Administration

For the CUFCT

Date: _____

Richard Stock, President

SIDELETTER

Professor Yeckco, who started in the 2014-2015 academic year and is teaching a full load in the Spring 2015 semester, will receive another 3 credits of release over the course of the Fall 2015, Spring 2016, and Fall 2016 semesters.