

**PREAMBLE**

This Agreement is made between The Cooper Union for the Advancement of Science and Art (hereinafter referred to as The Cooper Union) and the Cooper Union Federation of College Teachers, Local 3163, NYSUT, AFT, AFL-CIO (hereinafter referred to as the CUFCT).

**WHEREAS**, the CUFCT was certified by the National Labor Relations Board as the exclusive bargaining agent for certain employees of The Cooper Union, as defined in Article One of this Agreement, and

**WHEREAS**, as a result of this certification, The Cooper Union recognizes the CUFCT as the exclusive collective bargaining representative for these employees, and

**WHEREAS**, the parties are mutually concerned about maintaining suitable wages, hours and other terms and conditions of employment which are consistent with The Cooper Union's obligation to provide uninterrupted service, and

**WHEREAS**, The Cooper Union and the CUFCT have met and bargained collectively about wages, hours, and other terms and conditions of employment,

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, The Cooper Union and the CUFCT agree as follows:

**ARTICLE ONE – RECOGNITION**

Pursuant to Certification of Representative in Case No. 2-RC-16460 issued by the National Labor Relations Board, The Cooper Union recognizes the CUFCT as the sole and exclusive bargaining agent of those employees of The Cooper Union as designated by the Certification of Representative dated October 24, 1974 (copy of which is attached hereto as Exhibit A) and, in this regard, the Agreement shall apply to those employees only, subject to the understanding, however, that the CUFCT shall also be entitled to become the exclusive bargaining agent of those additional employees of The Cooper Union as agreed to in writing by both parties.

**ARTICLE TWO – ACADEMIC FREEDOM and  
ACADEMIC FREEDOM GRIEVANCE PROCEDURES**

- A. Purpose.** Academic freedom is essential to the functioning of The Cooper Union as an institution of higher education. Academic freedom is fundamental for the protection of the rights of the Faculty in carrying out their professional responsibilities and of the rights of the students to freedom in learning.
- B. Publication.** The Faculty member is entitled to full academic freedom in research, consulting, and other creative activities and in the publication and display of the results. Such academic freedom shall include the display and publication of work done by a student of a Faculty member which is done under the Faculty member's direction, guidance or advice but any such display, publication, etc., shall be made only after obtaining the consent of, and with appropriate attribution to, the student. The Cooper Union also agrees that if it wishes to include contributions by bargaining unit member(s) in grant applications and project proposals, it will not do so without informing the bargaining unit member(s) and obtaining his/her or their permission.
- C. Classroom.** The Faculty member is entitled to freedom in the classroom in discussing his or her subject.

- D. Institutional Censorship.** The Faculty member is a citizen, a member of a learned profession, and an employee of The Cooper Union. When speaking or writing as a citizen, any Faculty member is free from institutional censorship or discipline, but should, when appropriate, also make every effort to indicate that he or she is not acting as a spokesperson for The Cooper Union.
- E. Freedom of Discussion.** A Faculty member is entitled to full freedom of discussion, without reprisal, in all Cooper Union bodies within the framework of the established rules of those bodies.
- F. Librarians.** To the extent applicable, the principles stated in this Article shall apply to Librarians.

**G. Academic Freedom Grievance & Arbitration Procedures.**

1. The following Academic Freedom Grievance and Arbitration Procedures ("Academic Freedom Grievance Procedures") shall apply exclusively to any grievance based, in whole or in part, on a claimed violation of this Article Two, paragraphs A through F, inclusive, ("Academic Freedom Grievance"). The Academic Freedom Grievance Procedures should not be construed to limit informal discussions between a member of the bargaining unit and representatives of The Cooper Union which may be used for the purpose of resolving a complaint before it achieves the status of a formal Academic Freedom Grievance, on the understanding that no resolution shall be made which is inconsistent with the terms and conditions of this Agreement.
2. The phrase Academic Freedom Grievance as used in these Academic Freedom Grievance Procedures shall mean any dispute concerning the application, interpretation, or reasonableness thereof, or other claimed violation of any substantive or procedural term or condition of Article II, paragraphs A through F, inclusive.
3. An Academic Freedom Grievant means: (1) an individual member of the bargaining unit; (2) a group of members of the bargaining unit having the same Academic Freedom Grievance; or (3) the CUFCT.
4. An Academic Freedom Grievance shall be processed in accordance with the following successive formal steps, as applicable:

**Step 1.** An Academic Freedom Grievance shall be presented in writing by the Academic Freedom Grievant or designee to a Dean or to the Library Director, as appropriate, within 45 days from the date on which the alleged Academic Freedom Grievance occurred or within 45 days from the date on which the Academic Freedom Grievant reasonably should have known about the matter being grieved, whichever is earlier. The Dean or Library Director, as appropriate, shall meet with the Academic Freedom Grievant and/or his or her designee within 5 working days from the day of original presentation of the Academic Freedom Grievance. The appropriate Dean or Library Director shall respond to the Academic Freedom Grievance in writing within 10 working days from the date of this meeting. If the Academic Freedom Grievance is not satisfactorily settled or withdrawn at Step 1 of these Academic Freedom Grievance Procedures, it shall be processed to the provisions of Step 2.

**Step 2.** Within 10 working days of receipt of the Step 1 decision issued pursuant to these Academic Freedom Grievance Procedures, the Academic Freedom Grievance shall be presented by the Academic Freedom Grievant or designee to the Chief Academic Officer, or designee. At this time, the Academic Freedom Grievance shall set forth specifically the

facts on which it is based and shall also designate each portion of this Article Two, Paragraph A through F, inclusive, that it is claimed has been violated. Within 5 working days of receipt of the Step 2 Academic Freedom Grievance, the Chief Academic Officer or designee shall meet with the Academic Freedom Grievant and/or designee to discuss the Academic Freedom Grievance and possible resolutions of it. Within 10 working days from the date of this meeting, the Chief Academic Officer or designee shall respond to the Academic Freedom Grievance in writing. An Academic Freedom Grievance which claims that a senior administrator (i.e., the President, the Chief Academic Officer, a Dean or the Library Director) has violated any provision of this Article Two, paragraphs A through F, inclusive, which is not satisfactorily settled or withdrawn at Step 2 of these Academic Freedom Grievance Procedures, may be processed by the CUFCT to Step 3 of these Academic Freedom Grievance Procedures ("Academic Freedom Arbitration"). When the Academic Freedom Grievance does not claim that a senior administrator has violated the provisions of this Article Two, A through F, inclusive, then the final step shall be Step 2 of these Academic Freedom Grievance Procedures.

**Step 3.** If the CUFCT elects to process the Academic Freedom Grievance to Academic Freedom Arbitration, then it must notify The Cooper Union of its intention to do so in writing within 20 working days of receipt of the Step 2 Academic Freedom Grievance Procedures decision. The Academic Freedom Grievance shall be submitted to Academic Freedom Arbitration in accordance with the following:

- a. The expense of the Academic Freedom Arbitration shall be borne equally by the parties.
- b. If The Cooper Union fails to respond at any Step of the Academic Freedom Grievance Procedures, the CUFCT and/or the Academic Freedom Grievant may appeal the Academic Freedom Grievance to the next higher Step, except that only the CUFCT may process an Academic Freedom Grievance to Step 3 Academic Freedom Arbitration.
- c. The time limits set forth in this Article Two may be extended by written agreement of the parties.
- d. Any Academic Freedom Grievance not initiated or appealed in accordance with these provisions shall be deemed waived and may not be pursued thereafter.
- e. If an Academic Freedom Grievant which is not the CUFCT fails to appeal according to the time limits contained in the formal Steps of these Academic Freedom Grievance Procedures, The Cooper Union shall so notify the CUFCT, and the CUFCT shall have an additional 10 working days after such notification to appeal the Academic Freedom Grievance to the next Step, as applicable.
- f. As used in the Academic Freedom Grievance Procedures, the references to "working days" shall be deemed to exclude holidays, Saturdays, Sundays, and any day on which The Cooper Union is in recess, with the exception that for the purpose of calculating time periods relating to any Academic Freedom Grievance involving the discharge of a member of the bargaining unit, recess times shall not be excluded.
- g. Consistent with the reasonable needs of The Cooper Union, all reasonable steps shall be taken to schedule hearings under these Academic Freedom Grievance Procedures at a time and place which will afford a fair and reasonable opportunity for the Academic Freedom Grievant and witnesses to be heard. Any member of the Bargaining Unit whose work is interrupted by reason of participation in these Academic Freedom Grievance Procedures has the responsibility to inform the appropriate Dean or Library

Director, as applicable, of the nature of such interruption, and to take all reasonable steps to ensure that his or her responsibilities to The Cooper Union are fulfilled.

- h. At all formal Steps of these Academic Freedom Grievance Procedures, an Academic Freedom Grievant and/or designee shall have the right: (i) to be present at all Academic Freedom Grievance Steps, including the Academic Freedom Arbitration hearing, when applicable; (ii) to give testimony; (iii) to call witnesses to give testimony on his or her behalf; (iv) to cross-examine witnesses; (v) to be represented by counsel or other designee of the Academic Freedom Grievant's choosing; except that The Cooper Union agrees that it will not recognize any employee or Faculty organization other than the CUFCT, who or which is the representative of any other Faculty or teachers' organization, internal or external to The Cooper Union, which represents or seeks to represent faculty in collective bargaining.
- H. When the Academic Freedom Grievant is not represented by the CUFCT at any Step of the Academic Freedom Grievance Procedures, The Cooper Union shall give formal notice within a reasonable time prior to the scheduled meeting to the CUFCT of the claimed Academic Freedom Grievance and the time and place of any hearing. The CUFCT may be present and state its views whenever the decision on the Academic Freedom Grievance would involve the application or the interpretation of this Article Two or have impact on the terms and conditions of employment. No resolution of an Academic Freedom Grievance will be made which is contrary to the terms and conditions of this Article Two or to this Agreement.
- I. If the Academic Freedom Grievant is not the CUFCT, The Cooper Union will send copies of all appeals, decisions, and resolutions to the CUFCT at substantially the same time the Academic Freedom Grievant is notified.
- J. The Academic Freedom Grievant and the CUFCT shall have the right to all relevant data and information necessary to resolve the specific Academic Freedom Grievance.
- K. The Cooper Union and the CUFCT will accept Carol Wittenberg as the designated Arbitrator for all arbitrations under this Agreement.
- L. When any individual member of the bargaining unit or the CUFCT elects to pursue any Academic Freedom Grievance pursuant to these Academic Freedom Grievance Procedures, any such individual or the CUFCT, as the case may be, thereby waives the right to pursue relief for the same claim in any court, administrative agency or other forum in which the individual or CUFCT could otherwise properly make such a claim, until the Academic Freedom Grievance pursued under these Academic Freedom Grievance Procedures has been finally adjudicated as defined by applicable law. In addition, if the CUFCT or any member of the bargaining unit commences an action or proceeding before any court, administrative agency or other forum which could have been the subject of an Academic Freedom Grievance, the right to pursue the same claim as an Academic Freedom Grievance pursuant to these Academic Freedom Grievance Procedures is thereby waived.
- M. The Arbitrator shall limit his or her decision to the application and interpretation of the provisions of this Article Two, A through F, inclusive, and shall have no power to add to, subtract from, or otherwise modify the provisions of Article Two or the remainder of this Agreement in arriving at a decision of the Academic Freedom Grievance presented for resolution.
- N. The Arbitrator shall be bound by the rules of evidence as defined in the Federal Rules of Evidence and, in addition, shall render any decision in accordance with New York law.

- O. The Arbitrator's Award shall determine solely whether there was any violation of the provisions of this Article Two, paragraphs A through F, inclusive, or that there was not such a violation. In the event that the Arbitrator finds that there was no such violation, then the Award shall be binding and final. In the event that the Arbitrator finds that there was a violation, then the Arbitrator's Award shall be transmitted to the President who shall rectify or correct the violation in a manner that is consistent with the finding of the Arbitrator and with the terms of this Agreement. In the event that the CUFCT is not satisfied with the action taken by the President to rectify or correct the Academic Freedom violation, or if no action is taken within ninety (90) days, then the CUFCT may return to the same Arbitrator who will then be empowered (subject to the limits set forth in sub-section Q below) to fashion a remedy for the violation previously found. Once the Arbitrator decides the issue of relief, the Award shall be binding and final. Either party shall have the right to go to court to seek to enforce or vacate a final and binding Award.
- P. The burden of proof in any Academic Freedom Grievance under these Academic Freedom Grievance Procedures shall be on the person, persons or entity (i.e., the CUFCT) claiming the Academic Freedom violation.
- Q. In the event that an Academic Freedom Arbitration involves any issue relating to appointment, reappointment, promotion or tenure consideration or deliberation and the Arbitrator finds that a violation of Academic Freedom has occurred, then the Arbitrator shall issue an Award providing for reconsideration by The Cooper Union of the issue in a manner consistent with the Arbitrator's Award, subject to the understanding that the Arbitrator shall have no authority over or regarding the President's authority to make a final decision in matters involving appointment, reappointment, promotion or tenure.

### **ARTICLE THREE – ACADEMIC CALENDAR**

The annual academic calendar shall be prepared by the President of The Cooper Union, or the President's designee, in consultation with the President of the CUFCT, or his or her designee. The Dean of Admissions and Records will subsequently publish the agreed-upon calendar. If no agreement can be reached by April 1 of any year, the calendar will have substantially the same structure as the calendar of the previous year with respect to location of major events and recesses of the academic year. Furthermore, in the latter event, there shall be no changes in the number of recesses and in the number of weeks of the academic year unless caused by circumstances beyond the control of The Cooper Union.

### **ARTICLE FOUR – NON-DISCRIMINATION**

- A. **Membership in the CUFCT.** Neither The Cooper Union nor the CUFCT shall interfere with, restrain, or coerce the employees in the bargaining unit because of membership or non-membership in the CUFCT.
- B. **Statutory Non-Discrimination.** Neither The Cooper Union nor the CUFCT shall discriminate against any employee with respect to matters of hiring, continuance of employment, or any terms or conditions of employment of any employee in the bargaining unit because of reasons relating to sex, race, age, national origin, religious preference, sexual orientation, marital status, disability, physical handicap, political belief, activity, or association, as defined by applicable law.

## ARTICLE FIVE – AFFIRMATIVE ACTION POLICY

In matters including, but not limited to, recruitment, employment, layoff, transfer, reappointment, promotion, tenure, professional development, assignments, all forms of compensation, and participation in institution sponsored programs, neither The Cooper Union nor the CUFCT shall discriminate against any employee in the bargaining unit because of sex, race, age, national origin, religious preference, sexual orientation, marital status, or disability as defined by applicable law; and furthermore The Cooper Union is committed to providing educational excellence and enrichment in an educational environment based in part on a diversity of cultural and ethnic differences.

To achieve the above objectives, the following position and procedures shall be implemented and the CUFCT shall be furnished with copies of advertisements, postings, lists, etc. as appropriate:

**A. Affirmative Action Officer (AAO).** An AAO shall be appointed by the President of The Cooper Union.

**B. Specific Policies Pertaining to Recruitment.** Searches for full-time faculty and librarian positions will be guided by the following:

1. **Advertising.** Advertisements will be placed in selected professional publications, and notifications will be sent to selected institutions, organizations, and/or individuals who might have contact with appropriate under-represented groups.
2. **Consultation.** Efforts shall be made by the appropriate search committees to consult with faculty or librarians who are members of under-represented groups, before the interview process begins.
3. **Executive Search Firm.** When it is deemed appropriate to use an executive search firm, then the firm chosen should provide the AAO, or his or her designee, with all the documentation required in paragraph five (5) below and be in conformity with all other aspects of this Agreement.
4. **Review of Recruitment Plan.** The Chair, or representative of the search committee, will consult with The Cooper Union AAO, or his or her designee, to review The Cooper Union's Affirmative Action Policy before any recruitment activity begins.

Periodically during the search, the AAO, or his or her designee, will consult with the Chair, or representative, of the search committee to insure that The Cooper Union Affirmative Action Policy is being followed. The AAO, or his or her designee, will maintain an up-to-date list of the persons who have applied for the position(s).

As applications are accepted for a position, The Cooper Union AAO, or his or her designee, will tabulate the following: (a) a list of publications and notifications used for the purpose of advertising; and (b) a tally of the applications received, with an indication to the extent possible, of the sex and ethnicity of all applicants.

5. **Recommendation of Candidate.** When a candidate has been recommended for hiring, a report will be forwarded to The Cooper Union AAO, or his or her designee, which will contain at least the following: (a) a list of all those interviewed; (b) a list of finalists.

**C. Posting.** The administration will post on bulletin boards located in the vicinity of the four (4) academic deans' offices, the library, and outside the Business Office and furnish the CUFCT with copies as appropriate: (1) all bargaining unit job openings; and (2) The Cooper Union Affirmative Action Policy as stated in the minutes of the June 13, 1990 Board of Trustees meeting.

## ARTICLE SIX – COMPENSATION

### A. The Cooper Union Salary Administration Program

**1. First Year Implementation: 2013-2014 Academic year.** Effective September 1, 2013 the increase in base salary shall be equal to the percentage increase in the cost of living index for May 2013 over May 2012. The minimum increase shall be 2.5% and the maximum increase shall be 5%.

**2. Second Year Implementation: 2014-2015 Academic year.** Effective September 1, 2014 the increase in base salary shall be equal to the percentage increase in the cost of living index for May 2014 over May 2013. The minimum increase shall be 2.5% and the maximum increase shall be 5%.

**3. Third Year Implementation: 2015-2016 Academic year.** Effective September 1, 2015 the increase in base salary shall be equal to the percentage increase in the cost of living index for May 2015 over May 2014. The minimum increase shall be 2.5% and the maximum increase shall be 5%.

**B. Base Salary.** Once a base salary has been accepted by an individual during the hiring process, it can only be adjusted according to the terms of this Agreement. The base salary used in Section A above will include any salary increase as a result of promotion or adjustment to a new minimum pursuant to Sections D and E below that took effect on or before the start of the academic year.

**C. Cost of Living Index.** The "cost-of-living index" referred to above is the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for New York-Northeastern New Jersey. In the event that this index is unavailable, another source of such information mutually agreeable to the CUFCT and The Cooper Union shall be used.

**D. Minimum Annual Salaries.** Effective September 1, 2013, the minimum base salary for each full-time Faculty classification for the purposes of administering this Agreement is as follows: **Professor**, \$95,000; **Associate Professor**, \$87,000; **Assistant Professor**, \$80,000. Effective September 1, 2013, the minimum base salary for each Librarian classification for the purposes of administering this Agreement is as follows: **Librarian**, \$80,000; **Associate Librarian**, \$75,000; **Assistant Librarian**, \$65,000.

**E. Promotions.** Effective September 1, 2010, a bargaining unit member who is promoted to a higher rank effective at the beginning of an Academic Year will receive a base salary increase of 7.5% effective at the beginning of that Academic Year unless the promoted individual is eligible at that time for a minimum base salary adjustment pursuant to Section D of this Article, as applicable, in which event the promoted individual shall receive the greater of (a) a 7.5% increase in his or her base salary or (b) an increase raising the promoted individual's base salary up to the minimum for the rank to which he or she is promoted as established by Section D of this Article. When a librarian is promoted any resulting salary adjustment shall be made effective the month during which the promotion is made.

### F. Cooper Union Professor Status

**1.** Effective January 1<sup>st</sup>, 2015 the designation of "Cooper Union Professor" will be created. This status will recognize consistent and continued excellence in teaching, scholarship and service.

2. 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.
3. 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.
4. 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.
5. 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.
6. 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 the faculty members' 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.

#### G. Faculty/Administrative Service

1. **Initial Appointment.** In the case of an individual initially hired as a full-time member of the Faculty on or after September 1, 1988 and, at the same time, in an administrative or other capacity which disqualifies the individual from eligibility for membership in the bargaining unit, the initial rate of pay established for any such individual shall be divided into two parts, one part of which shall reflect the amount allocated to that individual's position as a full-time member of the Faculty ("base Faculty salary") and the other part of which shall reflect the amount allocated to the individual's administrative position.
2. **Post-Administrative Membership in the Bargaining Unit.** In the event the individual thereafter becomes a member of the bargaining unit by reason of ceasing to perform the administrative or other disqualifying work duties, then the salary to be paid to the individual when he or she becomes a member of the bargaining unit shall consist of (a) the base Faculty salary plus (b) a percentage amount to be calculated on the first day of, and added for, each year of service while not a member of the bargaining unit equal to the average percentage increase for full-time Faculty of the same rank who are in the bargaining unit in the particular year.
3. **Return to the Bargaining Unit.** A bargaining unit member receiving a permanent administrative appointment after seven (7) years of service in the bargaining unit, shall have the right to return to the bargaining unit upon termination of the administrative appointment.

#### H. Special Projects Compensation Committee.

1. **Purpose.** The purpose of the Special Projects Compensation Committee (SPCC) is to recommend to the Vice President for Finance, Administration and Treasurer the selection criteria and compensation for Bargaining Unit members who will participate in externally



funded projects for which awards or gifts have been received when there has been no specific predetermination of either individuals or rates of compensation.

2. **Composition.** The SPCC shall be comprised of the following five voting members: (i) The Director of the C.V. Starr Research Foundation; (ii) Two Bargaining Unit members, and two alternates, appointed by the CUFCT; (iii) Two non-Bargaining Unit members appointed by the Administration. The Committee will be free to seek assistance in formulating their recommendations from other members of the Cooper Community, as required.
3. **Posting.** The Committee shall post and/or otherwise communicate in a timely manner, all externally funded special projects for which awards or gifts have been received and on which Bargaining Unit members may be asked to serve. The Committee shall invite all Bargaining Unit members to inform the Committee, in writing, if they wish to participate on any such project.
4. **Committee Recommendations.** If the Administration chooses not to follow the Committee's recommendation, the matter then is automatically brought to the bargaining table for negotiation with the CUFCT prior to any payments being made.

#### **I. Miscellaneous Compensation – Occasional Appointments.**

1. **Summer Stipends – Non-teaching.** Stipends which are paid for non-teaching summer work shall be increased by the same percentage as base salaries, pursuant to Section A above.
2. **Summer Stipends – Teaching.** Compensation for Bargaining Unit members who perform teaching work, of enrolled Cooper Union students, for The Cooper Union during the summer shall be: (i) at the prevailing rate for "overload" per credit hour; (ii) at the prevailing rate for "overload" for three credit hours when no credits are assigned to the course.
3. **Compensation for Teaching in the Foreign Student Exchange Program.** Bargaining unit members who teach in the Foreign Student Exchange Program of the School of Engineering will be paid at the overload rate set forth in Article Eleven for the School of Engineering, in accordance with the following: 1 student, one teacher credit hour; 2 students, two teacher credit hours; 3 to 5 students, three teacher credit hours; if there are more than five (5) students in a class, the pay will be negotiated.
4. **Compensation for Project Directors in the Summer STEM Program – School of Engineering.** Members of the Bargaining Unit who serve as Project Directors in the Summer STEM Program shall receive the following stipend: effective September 1, 2012, \$9,549 (all ranks); effective September 1, 2013, the stipend shall be increased by the same percentage as base salaries are increased pursuant to Section A above.
5. **Compensation for Members of Administrative Councils and Review Board.** Members of the bargaining unit who serve on Administrative Councils or Review Board as described in Article Fourteen F will receive a stipend of \$500 per year for each year that they serve.
6. **Compensation for Chairs of Administrative Councils and Review Board.** When members of the bargaining unit chair an Administrative Council or Review Board as described in Article Fourteen F he or she will receive a stipend equivalent to one overload teacher credit as described in Article Eleven D per year for each year that they serve.

#### **J. Miscellaneous Compensation – Three Year Appointments.**

The following positions will be posted for new applications in accordance with Article Eleven J during February 2015. Bargaining unit members, including current holders of the positions, may apply and the Cooper Union will select candidates to fill the positions as of September 1, 2015. Thereafter, this process will be repeated every three (3) years.

1. **Compensation for Scheduling of Engineering School Classes and HSS Classrooms.** When the scheduling of Engineering School classes and HSS Classrooms is performed by a member of the Bargaining Unit, the following stipends shall apply: effective September 1, 2012, \$5,395 per semester; effective September 1, 2013, the stipend shall be increased by the same percentage as base salaries are increased pursuant to Section A above.
2. **Compensation and Workload for the Campus-Wide Faculty Safety Coordinator.** When the Campus-Wide Faculty Safety Coordinator is a member of the bargaining unit, the time allocated for safety duties for the semester shall be the equivalent of ten (10) hours per week for 52 weeks. When the Campus-Wide Faculty Safety Coordinator is a member of the bargaining unit, the following stipend shall apply: effective September 1, 2012, \$22,701 per semester; effective September 1, 2013, the stipend shall be increased by the same percentage as base salaries are increased pursuant to Section A above.
3. **Compensation and Workload for the Director of Academic Advising for the School of Art.** When the Director of Academic Advising for the School of Art is a member of the bargaining unit, the time allocated for student advisement for the semester shall be limited to the equivalent of one (1) days per week. The Director shall not be required to work past Commencement Day of each academic year. The following stipends shall apply: effective September 1, 2012, \$12,630 per semester; effective September 1, 2013, the stipend shall be increased by the same percentage as base salaries are increased pursuant to Section A above.
4. **Compensation and Workload for the Director of Off-Campus Programs for the School of Art.** When the Director of Off-Campus Programs for the School of Art is a member of the bargaining unit, the time allocated for student advisement for the semester shall be limited to the equivalent of one (1) day per week. The Director shall not be required to work past Commencement Day of each academic year. The Director of Off-Campus Programs shall receive a one-course (three hour) reduction in teaching load for each semester.
5. **Compensation and Workload for the Curator of the Herb Lubalin Study Center for Design and Typography.** When the Curator of the Herb Lubalin Study Center for Design and Typography is a member of the bargaining unit, the time allocated for curatorial duties for the semester shall be the equivalent of two (2) days per week. As a part of the Curator's duties the Curator will be required to serve on the Lubalin Center Exhibitions Committee in an ex-officio capacity. When the Curator of the Herb Lubalin Study Center for Design and Typography is a member of the bargaining unit, the following stipend shall apply: effective September 1, 2012, \$11,462 per semester; effective September 1, 2013, the stipend shall be increased by the same percentage as base salaries are increased pursuant to Section A above.
6. **Compensation and Workload for the Director of Academic Advising for the Faculty of Humanities and Social Sciences.** When the Director of Academic Advising for the Faculty of Humanities and Social Sciences is a member of the bargaining unit, the time allocated for student advisement for the semester shall be limited to the equivalent of one (1) day per week. The Director shall not be required to work past Commencement Day of

each academic year. The following stipends shall apply: effective September 1, 2012, \$12,630 per semester; effective September 1, 2013, the stipend shall be increased by the same percentage as base salaries are increased pursuant to Section A above.

- K. Work Assignments not Specifically Covered Elsewhere in the Agreement.** The Cooper Union agrees to negotiate with the CUFCT all compensation for bargaining unit members not otherwise covered by the Agreement. This provision does not include the subject matter covered by Article Six, Section G above, Special Projects Compensation Committee.

## **ARTICLE SEVEN – EMPLOYEE BENEFITS**

- A. Medical and Other Benefits.** During the term of this Agreement, The Cooper Union Medical Plan, group life insurance, retirement benefits, tuition assistance, optical, dental and disability benefits maintained by The Cooper Union for the benefit of members of the bargaining unit shall be continued and maintained by The Cooper Union as they existed in the Agreement which ended August 31, 1999, and further modified as follows by the Agreement of 1999-2002, and the present Agreement:

1. Bargaining unit members may opt to receive their medical care from professionals associated with a Preferred Provider Organization (Anthem). Effective April 1, 2000, there will be no deductible for services within the Preferred Provider network. There will be a \$12 maximum co-payment for office visits within the Preferred Provider network. For services within the Preferred Provider Organization, the out-of-pocket maximum will be \$500 for an individual and \$1,500 for a family.
2. Effective April 1, 2000, for services received outside the Preferred Provider Organization, the calendar year deductible will be \$200 for an individual and \$400 for a family. The out-of-pocket maximum will be \$750 for an individual and \$2,000 for a family.
3. If a covered person does not have a choice of "preferred providers" (2 or more) within a 15 mile radius of his or her home, the deductibles and out-of-pocket maximum expenses will remain at the levels of the 1996-1999 Agreement: i.e., a deductible of \$100 for an individual and \$300 for a family; and out-of-pocket maximum expenses of \$600 for an individual and \$1,800 for a family.
4. Medical coverage for surviving spouses and dependents: Spouses and dependents of bargaining unit members who die and are eligible for retirement from The Cooper Union, will be entitled to coverage on the same basis as surviving spouses and dependents of retired bargaining unit members.
5. The administrators of the Cooper Union Health Benefits Plan will continue to calculate the Usual and Customary Rate (UCR) at the 95th percentile of the sampled range of local rates.
6. Any bargaining unit member who anticipates an overnight stay in a hospital will call the health plan administrator (CoreSource) for pre-admission certification. Any member whose hospitalization is not certified will be subject to the same penalty as applies to non-bargaining unit employees of the Cooper Union who receive benefits under the Plan. Aside from the penalty, this change shall not otherwise effect a diminution in coverage or benefits.
7. Effective April 1, 2000, the Cooper Union Health Benefits Plan is enhanced to include the following: (a) Organ Transplants are covered up to the Plan limits; (b) For Acupuncture, the Licensed "Provider" need not be a physician; (c) Physical Therapies (Radiation,

Chemotherapy, Physical, Respiration, Occupational, Speech, and Dialysis Therapies), are unlimited (as directed by a physician's treatment Plan; (d) Wigs are covered to a maximum lifetime benefit of \$350, if Chemotherapy results in hair loss; (e) Home Health Care visits are unlimited if pre-certified.

## **B. Medical Benefits Contributions.**

1. Effective July 1, 2010, employees who are members of the bargaining unit as of July 1, 2010 will begin contributing towards the Medical Benefits from their gross salary (i.e. pre-tax) according to the following schedule: **Individual Coverage**, \$40 per month; **Coverage Other Than Individual**, \$50 per month.
2. All employees who become members of the bargaining unit after July 1, 2010 will contribute towards the Medical Benefits from their gross salary (i.e. pre-tax) according to the following schedule: **Individual Coverage** – 1.5% of his/her base salary; **Coverage Other Than Individual** – 3% of his/her base salary.
3. Potential new hires will be made aware of these medical contributions and be able to factor them into their negotiations on starting salary.
4. Existing retirees will not have to make these contributions.

## **C. Health Benefits Policy for Domestic Partners.**

1. **Eligibility.** Domestic partners, who qualify as described below, have the same eligibility for health benefits as spouses of eligible employees.
  - a. 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 Human Resources Department.
  - b. 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: **(i)** The persons are not related by blood to a degree of closeness that would otherwise bar marriage in the State of New York; **(ii)** Neither person is married; **(iii)** The persons share a primary residence and the common necessities of life; **(iv)** The persons are at least eighteen (18) years old; **(v)** The persons are competent to enter a contract; **(vi)** The persons declare that they are each other's sole domestic partner; **(vii)** The persons have agreed between themselves to be responsible for each other's welfare; **(viii)** The persons file an affidavit of domestic partnership; **(ix)** 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).
2. **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 Coordi-

nator in The Business Office for enrollment to become effective. Coverage will begin on the first day of the month in which you enroll.

3. **Tax Consequences.** 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. It is advisable that the employee discuss any possible tax consequences with his or her tax advisor.
4. **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 Human Resources Department. 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 Human Resources Department 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.

**D. Tuition Assistance Plan.**<sup>1</sup> For those bargaining unit members employed two or more years at The Cooper Union.

1. **Undergraduate Tuition Assistance.** (a) Cooper Union agrees to pay 60% of the net tuition of the children of bargaining unit members (up to a maximum of \$6,000 per child per year) when these children are enrolled as full-time students at any accredited undergraduate institution. Effective September 1, 2010, the maximum shall be increased to \$9,000 per child per year. Payments shall be made by Cooper Union directly to the institution; (b) Cooper Union agrees to provide an interest-free loan to bargaining unit members, not to exceed 100% of the remaining net tuition per child per year, and not to exceed \$4,500 per child per year. Effective September 1, 2010, the maximum loan amount shall be increased to \$7,000 per child per year. Repayment shall be as follows: (i) The interest-free loan(s) shall be repaid by the bargaining unit member one year after the child is no longer a full-time student at an accredited undergraduate school or a matriculated student in an accredited graduate program. (ii) However, the bargaining unit member must begin repayment of the loan(s) no later than four years after the child enters a graduate program. (iii) Repayment shall be made monthly via payroll deductions. The first year's loan shall be repaid first and each succeeding loan shall be repaid each year thereafter. (iv) If the bargaining unit member defaults in the repayment of the loan(s) or leaves employment at Cooper Union (except as in v. below), then the loan(s) shall convert to an interest-bearing loan (commencing at the date of default or separation from service and at the prime rate then prevailing) and be due immediately; (v) In the event of the death or total disability of the bargaining unit member, the estate of the affected member (or the disabled member) shall be permitted to repay the outstanding loan(s) in the same timely way as stated above. The loan(s) shall remain interest-free while not in default.

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<sup>1</sup> Definitions applicable to the Tuition Assistance Plan are as follows: "**two or more years**," bargaining unit members commencing employment anytime during the regular academic year shall be considered as having been employed for a full year; "**net tuition**," tuition, excluding fees, grants in aid, awards or any other monies; but not excluding any monies that require the recipient to perform work for the monies (such as, but not limited to, teaching assistantships, research grants, work study awards, etc.); "**full-time**," as defined by the attendee's institution and is not necessarily synonymous with full-time attendance; "**accredited undergraduate institution**," not limited to four-year schools and applies to domestic as well as undergraduate foreign institutions; In all cases, applies to not-for-profit institutions only; "**matriculated student**" as defined by the attendee's institution and is not necessarily synonymous with full-time attendance.

- 2. Graduate School Tuition Assistance.** Cooper Union agrees to provide an interest-free loan to bargaining unit members, not to exceed 60% of the net tuition of each child per year, up to a maximum of \$5,300 per child per year, for those children of bargaining unit members who are matriculated students in an accredited graduate program. Effective September 1, 2010, the maximum loan amount shall be increased to \$8,000 per child per year. Repayment shall be as follows: (a) The interest-free loan(s) shall be paid back by the bargaining unit member one year after the child is no longer a matriculated student in an accredited graduate program and in no case later than four years after the student commenced the graduate program; (b) Repayment shall be made monthly via payroll deductions; (c) The first year's loan shall be repaid first and each succeeding loan shall be repaid each year thereafter; (d) If the bargaining unit member defaults in the repayment of the loan(s) or leaves employment at Cooper Union (except as in e below), then the loan(s) shall convert to an interest-bearing loan (commencing at the date of default or separation from service and at the prime rate then prevailing), and be due immediately; (e) In the event of the death or total disability of the bargaining unit member, the estate of the affected member (or the disabled member) shall be permitted to repay the outstanding loan(s) in the same timely way as stated above. The loan(s) shall remain interest-free while not in default.

## **ARTICLE EIGHT – GOVERNANCE**

The Governance of each Faculty, as it exists from time to time, respectively, shall remain in full force and effect pursuant to its own terms, on the understanding, however, that each such Governance shall be applied in a manner which is consistent with the terms of this Agreement. In any event, except for those certain procedural matters expressly covered by this Agreement or by any Governance, as it exists from time to time, and subject to the provisions of Article Two (Academic Freedom and Academic Freedom Grievance Procedures), any dispute, grievance or complaint pertaining to any substantive matter involving initial appointment, reappointment, promotion or tenure shall not be subject to the provisions of Article Thirty-Five (Grievance and Arbitration). Moreover, it is recognized by the parties that each Governance as it exists or may exist in the future, is separate and distinct from, and independent of, the terms of this Agreement and that any dispute, grievance or complaint not subject to the provisions of Article Thirty-Five (Grievance and Arbitration) may be resolved only through an appropriate Governance process if and when adopted by a Faculty, as applicable. The CUFCT expresses its concern that the governance issue not be used as a mechanism to by-pass the collective bargaining process, and expresses its intention and reserves its legal right to reexamine these issues in the light of developments in labor law. The Cooper Union has expressed substantial concern about the impact of this Agreement on the principles of traditional governance regarding matters involving, among others, Academic Freedom, Governance, Appointment, Reappointment, Promotion and Tenure, and, accordingly, expresses its intention and reserves its legal right to seek any change in any future collective agreement between the parties to introduce alternative measures which are consistent with what it believes to be in the best interests of The Cooper Union and the Cooper Union Community and, in this context, to seek restoration or enhancement of its traditional governance system.

## **ARTICLE NINE – INITIAL APPOINTMENTS**

- A. Committees on Recommendations of Initial Appointments.** The members of each Faculty as defined by applicable Governance will carry out their responsibilities for making recommendations to the President in accordance with the Governance of each such Faculty, subject to the understanding, however, that for the purpose of making substantive recommendations

in matters involving initial appointments, bargaining unit members who are members of the full-time Faculty in the School of Architecture, the School of Art or the Faculty of Humanities & Social Sciences will separately elect within the particular School or Faculty, by ballot, a distinct committee of bargaining unit members to consider matters of this kind and make separate recommendations, as applicable. In the School of Engineering there will be a separate committee of the whole of each discipline department (i.e., the departments of Chemical Engineering, Civil Engineering, Electrical Engineering, Mechanical Engineering, Chemistry, Mathematics and Physics) ("Engineering Discipline Department") to consider matters of this kind within the particular discipline and make separate recommendations. Any recommendation made by any committee under this provision shall be made in a reasonable and timely fashion as prescribed by the appropriate Dean.

- B. Concurrent Administrative/Faculty Appointments.** To assure consistent treatment of potential members of each full-time Faculty who are members of the bargaining unit, a person being considered concurrently for an administrative appointment and a tenured or tenurable full-time Faculty appointment will be reviewed by the appropriate Faculty committee or, in the case of the Engineering Faculty, Faculty committees, for the full-time Faculty position by the same process as someone being considered only for the same type of full-time Faculty initial appointment, in advance of the time that the initial appointment is made. Moreover, a person already holding an administrative position at The Cooper Union who is proposed for a tenured or tenurable full-time Faculty position will be considered by the same process as a person not already holding an administrative position at The Cooper Union.
- C. Appointments Committee.** In the event that a governance of any particular Faculty does not contain established procedures to carry out provisions of paragraphs A. and B. of this Article and it is necessary to fill a full-time Faculty vacancy of a position in the bargaining unit, then until such time as that particular Faculty adopts such procedures in accordance with the terms of its governance, as applicable, a Dean shall call for an election by bargaining unit members to establish an "Appointments Committee" of bargaining unit members to carry out the provisions of these two paragraphs. The Dean shall not serve as a member of the Appointments Committee or participate in its deliberations. Appointments Committee recommendations shall be made to the appropriate Dean in a reasonable and timely fashion as prescribed by that Dean.
- D. Receipt of Agreement by Candidates for Full-Time Faculty and Librarian Positions.** During the appointment process for full-time faculty and librarians it should be stated in the letter(s) inviting candidates for interviews that they are free to negotiate their initial salary subject to Article Six. In addition, the final candidate will be given a copy of the Agreement by the appropriate dean or the Library Director with the offer after recommendation for hire has been made by the search committee involved. The offer letter will refer to Article Six, Section B on Base Salary stating that once a base salary has been accepted by an individual it can only be adjusted according to the terms of the Agreement. The letter will also direct the attention of the candidate to the employee benefits described in Article Seven. The administration shall also, concurrently, inform the CUFCT of the transmission of these documents and indicate to the candidate the appropriate CUFCT officer to contact for further discussion regarding said Agreement. Additionally, there shall be a written verification, signed by the candidate, signifying receipt of the Agreement and the date upon which it was received. This signed document shall be presented to The Business Office as a prerequisite to activating the candidate as a full-time employee. A copy of this signed document shall become a part of the newly appointed employee's personnel file.

## ARTICLE TEN – REAPPOINTMENT, PROMOTION AND TENURE

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

### A. Reappointment

1. **Bargaining Unit Committees on Reappointment.** The members of each Faculty as defined by applicable Governance will carry out their responsibilities for making recommendations to the President in accordance with the Governance of each such Faculty, subject to the understanding, however, that for the purpose of making substantive recommendations in matters involving reappointment bargaining unit members who are members of the full-time Faculty in the School of Architecture, the School of Art or the Faculty of Humanities & Social Sciences will separately elect within the particular School or Faculty, by ballot, a distinct committee of bargaining unit members to consider reappointment and make separate recommendations, as applicable. In the School of Engineering there will be a separate committee from each department to consider reappointment within the particular department and make separate recommendations. One year of full-time service is required for Faculty members to be eligible to serve on any committee considering matters of reappointment. Each such Departmental Committee shall be a committee of the whole; but the individual being considered for reappointment shall be excluded from voting. Any recommendation made by any committee under this provision shall be made in a reasonable and timely fashion as prescribed by the appropriate Dean but no later than November 10<sup>th</sup>.
2. **Advance Notice of Reappointment Reviews.** A member of the full-time Faculty who is a member of the bargaining unit and who is scheduled to be reviewed for reappointment will be so notified by April 1<sup>st</sup> and will receive timely notice advising him or her of the type of documents and materials to be used in the review, and will be given reasonable opportunity to submit materials for consideration, including materials to be considered by external reviewers, which should be available for review by the day after that year's Commencement Ceremony. Recommendations based on review of these documents and materials and made by bargaining unit Committees on Reappointment must be submitted to the appropriate Dean by November 10<sup>th</sup>.
3. **Annual Reappointment Decision.** Decisions about the reappointment of non-tenured full-time Faculty will be communicated in writing to the affected persons by the following dates: (1) During the first academic year of full-time service, by March 1<sup>st</sup>; (2) During the second consecutive year of full-time service, by December 1<sup>st</sup>; (3) After two or more consecutive years of full-time service, by December 1<sup>st</sup> of each subsequent year of service through the penultimate year of appointment.
4. If a non-tenured full-time Faculty member is initially appointed after the beginning of the academic year but before January 1<sup>st</sup> of that academic year, then the decision about the reappointment shall occur by March 1<sup>st</sup> of that academic year in which the initial appointment was made. If, however, the non-tenured full-time Faculty member is initially appointed after the beginning of the academic year but on January 1<sup>st</sup> or later, then the decision about the reappointment shall occur by December 1<sup>st</sup> of the academic year immediately following the initial appointment.
5. **Meetings with the Dean Regarding Reappointment.** A formal meeting will be held between each full-time Faculty member who is a member of the bargaining unit being con-



sidered for reappointment and the appropriate Dean to discuss and evaluate work performance. This meeting will occur at a time appropriately in advance of the time that the reappointment decision would be made. Except in extraordinary circumstances, each such full-time Faculty member will be kept informed in writing by the appropriate Dean of all official evaluations of work performance within 30 days after completion of such an evaluation.

6. **Grievances Regarding Procedure.** If a full-time Faculty member who is a member of the bargaining unit about whom a decision has been made on matters involving reappointment believes that any procedure referred to above was not followed, the full-time Faculty member may process the claim through Article Thirty-Five (Grievance & Arbitration), but such processing is restricted solely to processing issues of procedure except in the case of any grievance involving, in whole or in part, the application or interpretation of Article Two (Academic Freedom & Academic Freedom Grievance Procedures) which may be processed pursuant to the provisions of the Academic Freedom Grievance Procedures as defined therein, only.
7. **Procedures Not Covered by Governance.** In the event that a Governance of any particular Faculty does not contain established procedures to carry out any of the provisions of paragraph 1 of this Section and it is necessary to consider a matter involving reappointment, then, until such time as that particular Faculty adopts such procedures in accordance with the terms of its Governance, as applicable, the Dean of any such Faculty shall call for an election, by ballot, in which the full-time members of the particular Faculty who are members of the bargaining unit shall elect a committee of bargaining unit members to carry out the provisions of paragraph 1 of this Section, to the extent necessary. The Dean shall not serve as a member of the committee or participate in its deliberations. Committee recommendations shall be made to the appropriate Dean in a reasonable and timely fashion as prescribed by that Dean.

## **B. Promotion**

1. **Consent of Faculty Member for Review.** No full-time Faculty member who is a member of the bargaining unit will be reviewed for promotion without his or her consent.
2. **Bargaining Unit Committees on Promotion.** The members of each Faculty as defined by applicable Governance will carry out their responsibilities for making recommendations to the President in accordance with the Governance of each such Faculty, subject to the understanding, however, that for the purpose of making substantive recommendations in matters involving promotion, bargaining unit members who are members of the full-time Faculty in the School of Architecture, the School of Art or the Faculty of Humanities & Social Sciences will separately elect within the particular School or Faculty, by ballot, a distinct committee of bargaining unit members (who are of rank senior to the member under consideration) to consider promotions and make separate recommendations, as applicable. In the School of Engineering there will be a separate committee from each department to consider promotions within the particular department and make separate recommendations. One year of full-time service is required for Faculty members to be eligible to serve on any committee considering matters of promotion. Each such Departmental Committee shall be comprised only of those bargaining unit members who are of rank senior to the member under consideration. In addition, full-time Faculty who are members of the bargaining unit in each department will separately elect by November 1<sup>st</sup> of each academic year, by ballot, a tenured member to represent the department on a distinct committee composed of one bargaining unit member from each department to consider

matters of promotion which arise during that academic year and to make separate recommendations. Any recommendation made by any committee under this provision shall be made in a reasonable and timely fashion as prescribed by the appropriate Dean but no later than November 10<sup>th</sup>.

3. **Advance Notice of Promotion Review.** A member of the full-time faculty who is applying for promotion should submit his or her application in writing to the appropriate Dean by April 1<sup>st</sup>. He or she will receive timely notice advising him or her of the type of documents and materials to be used in the review, and will be given reasonable opportunity to submit materials for consideration, including materials to be considered by external reviewers, which should be available for review by the day after that year's Commencement Ceremony. Recommendations based on review of these documents and materials and made by bargaining unit Committees on Reappointment must be submitted to the appropriate Dean by November 10<sup>th</sup>.
4. **Promotion Review Decision.** Any Faculty member reviewed for promotion will be notified of the decision to grant or deny promotion in writing by March 15<sup>th</sup> of the academic year immediately following the academic year in which the application was made. This notification will include an explanation of the reasons for the decision.
5. **Meetings with the Dean Regarding Promotion.** A formal meeting will be held between each full-time Faculty member who is a member of the bargaining unit being considered for promotion and the appropriate Dean to discuss and evaluate work performance. This meeting will occur at a time appropriately in advance of the time that the decision on promotion would be made. Except in extraordinary circumstances, each such full-time Faculty member will be kept informed in writing by the appropriate Dean of all official evaluations of work performance within 30 days after completion of such an evaluation.
6. **Grievances Regarding Procedure.** If a full-time Faculty member who is a member of the bargaining unit about whom a decision has been made on matters involving promotion believes that any procedure referred to above was not followed, the full-time Faculty member may process the claim through Article Thirty-Five (Grievance & Arbitration), but such processing is restricted solely to processing issues of procedure except in the case of any grievance involving, in whole or in part, the application or interpretation of Article Two (Academic Freedom & Academic Freedom Grievance Procedures) which may be processed pursuant to the provisions of the Academic Freedom Grievance Procedures as defined therein, only.
7. **Procedures Not Covered by Governance.** In the event that a Governance of any particular Faculty does not contain established procedures to carry out any of the provisions of paragraph 2 of this Section and it is necessary to consider a matter involving promotion, then, until such time as that particular Faculty adopts such procedures in accordance with the terms of its Governance, as applicable, the Dean of any such Faculty shall call for an election, by ballot, in which the full-time members of the particular Faculty who are members of the bargaining unit shall elect a committee of bargaining unit members to carry out the provisions of paragraph 2 of this Section, to the extent necessary. The Dean shall not serve as a member of the committee or participate in its deliberations. Committee recommendations shall be made to the appropriate Dean in a reasonable and timely fashion as prescribed by that Dean.

## C. Tenure

1. **Consent of Faculty Member for Review.** No full-time Faculty member who is a member of the bargaining unit will be reviewed for tenure without his or her consent, however, a final decision to grant or deny tenure must be made no later than December 1st of the sixth consecutive year of full-time service.
2. **Bargaining Unit Committees on Tenure.** The members of each Faculty as defined by applicable Governance will carry out their responsibilities for making recommendations to the President in accordance with the Governance of each such Faculty, subject to the understanding, however, that for the purpose of making substantive recommendations in matters involving tenure, bargaining unit members who are members of the full-time Faculty in the School of Architecture, the School of Art or the Faculty of Humanities & Social Sciences will separately elect within the particular School or Faculty, by ballot, a distinct committee of bargaining unit members to consider matters of tenure and make separate recommendations, as applicable. In the School of Engineering there will be a separate committee from each department to consider matters of tenure within the particular department and make separate recommendations. One year of full-time service is required for Faculty members to be eligible to serve on any committee considering matters of tenure. Each such Departmental Committee shall be comprised only of those bargaining unit members who are tenured. In addition, full-time Faculty who are members of the bargaining unit in each department will separately elect by November 1<sup>st</sup> of each academic year, by ballot, a tenured member to represent the department on a distinct committee composed of one bargaining unit member from each department to consider matters of tenure which arise during that academic year and to make separate recommendations. Any recommendation made by any committee under this provision shall be made in a reasonable and timely fashion as prescribed by the appropriate Dean but no later than November 10<sup>th</sup>.
3. **Advance Notice of Tenure Reviews.** A member of the full-time Faculty who is a member of the bargaining unit and who is in his or her sixth consecutive year of full-time service and is applying for tenure should submit his or her application in writing to the appropriate Dean by April 1<sup>st</sup>. He or she will receive timely notice advising him or her of the type of documents and materials to be used in the review, and will be given reasonable opportunity to submit materials for consideration, including materials to be considered by external reviewers, which should be available for review by the day after that year's Commencement Ceremony. Recommendations based on review of these documents and materials and made by bargaining unit Committees on Tenure must be submitted to the appropriate Dean by November 10<sup>th</sup>.
4. **Tenure Decision.** Tenure is a guarantee of continuous employment for a full-time Faculty member who is a member of the bargaining unit until resignation, retirement or dismissal for adequate cause. A final decision to grant or deny tenure will be made no later than December 1 of the sixth consecutive year of full-time service. If tenure is denied in the sixth consecutive year of full-time service, the member of the full-time Faculty who is a member of the bargaining unit will be granted a terminal full-time appointment for the academic year after the academic year in which the final decision to deny tenure is made.

If a non-tenured full-time Faculty member is initially appointed after October 1st, then the tenure clock will begin as of the following semester.

**Early Tenure** — In addition to being considered for tenure during the sixth consecutive year of full-time service, a member of the full-time Faculty who is a member of the bargaining unit may apply or be sponsored for tenure only once prior to the sixth consecutive

year of full-time service ("Early Tenure"). Notification of a decision to grant or to deny Early Tenure shall be given within six (6) months from the time that the application for Early Tenure is made. Notification of a decision to deny tenure will include an explanation of the reasons for the decision.

5. **Meetings with the Dean Regarding Tenure.** A formal meeting will be held between each full-time Faculty member who is a member of the bargaining unit being considered for tenure and the appropriate Dean to discuss and evaluate work performance. This meeting will occur at a time appropriately in advance of the time that the decision on tenure would occur. Except in extraordinary circumstances, each such full-time Faculty member will be kept informed in writing of all official evaluations of work performance within 30 days after completion of such an evaluation.
6. **Grievances Regarding Procedure.** If a full-time Faculty member who is a member of the bargaining unit about whom a decision has been made on matters involving tenure believes that any procedure referred to above was not followed, the full-time Faculty member may process the claim through Article Thirty-Five (Grievance & Arbitration), but such processing is restricted solely to processing issues of procedure except in the case of any grievance involving, in whole or in part, the application or interpretation of Article Two (Academic Freedom & Academic Freedom Grievance Procedures) which may be processed pursuant to the provisions of the Academic Freedom Grievance Procedures as defined therein, only.
7. **Procedures Not Covered by Governance.** In the event that a Governance of any particular Faculty does not contain established procedures to carry out any of the provisions of paragraph 2 of this Section and it is necessary to consider a matter involving tenure, then, until such time as that particular Faculty adopts such procedures in accordance with the terms of its Governance, as applicable, the Dean of any such Faculty shall call for an election, by ballot, in which the full-time members of the particular Faculty who are members of the bargaining unit shall elect a committee of bargaining unit members to carry out the provisions of paragraph 2 of this Section to the extent necessary. The Dean shall not serve as a member of the committee or participate in its deliberations. Committee recommendations shall be made to the appropriate Dean in a reasonable and timely fashion as prescribed by that Dean.

## **ARTICLE ELEVEN – FACULTY TEACHING ASSIGNMENTS**

- A. **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 loads 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 CUFTC and The Cooper Union. New members of the full-time Faculty must be given three teacher credit hours release in their first semester. 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. These 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 if a new faculty member is teaching courses that are not three (3) teacher credits. If it is not possible to schedule the new faculty member for 12 credits of course release within their first four (4) semesters, the course release(s) may be scheduled in his or her third academic year. New faculty members may not be scheduled for a teaching overload during their first four semesters, or during their third academic year if a course release is deferred until this

time. Teacher credit hours are defined as follows: (a) **Lecture course and seminar hours** – one (1) teacher credit hour per class contact hour per week per semester; (b) **Laboratory Projects course hours** – one teacher credit hour per class contact hour per week per semester (a Laboratory Project course is one in which the academic credit assigned to the course equals the number of class contact hours per week per semester); (c) **Laboratory course hours** – one (1) teacher credit hour per class contact hour per week per semester (a Laboratory course is one in which experiments are performed by students during class and for which the amount of academic credit assigned to the students in the course is less than the number of actual contact hours); (d) **Large Lecture course hours** – three (3) teacher credit hours per class contact hour per week per semester (a Large Lecture course is one in which the lecture component is given to more than 60 students in a large lecture hall).

In addition, the primary full-time Faculty teaching assignments of a member of the full-time Faculty in the School of Art shall consist of a maximum of three courses each semester which are separately described in The Cooper Union's catalogue ("Catalogue Course") or three sections of any such Catalogue Course (or combination thereof) with a total of not less than nine contact hours. In the event of the Dean of the School of Art approving a full-time Faculty member's schedule in which the total amount of contact hours for the three courses exceeds nine, the Faculty member shall receive "overload" compensation as specified in this Article Eleven and subject to the eligibility requirements specified in this Article Eleven.

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 in Article Eleven H. 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. Team Teaching.** The number of teacher credit hours to be credited to an individual full-time Faculty Member in the case of a team teaching situation shall be determined by dividing the number of teacher credit hours for the particular course by the number of persons teaching on the team.
- C. Masters Thesis Advisement.** (a) Masters Thesis Advisement vis-à-vis Primary Teaching Assignments – Credit for graduate student thesis advising shall not be counted for the purpose of calculating a full-time Faculty Member's Primary Teaching Assignment; (b) Compensation for Graduate Student Thesis Advisement. (i) Thesis Advising Credit – a full-time Faculty Member shall receive one-half of a thesis advising credit for advising a graduate student at the beginning of the graduate student's advisement and the other half upon completion of the second semester of advisement. At least one faculty member who is a member of the bargaining unit is to participate in advisement on each graduate student thesis. If two or more persons (excluding members of the Administration) are assigned to advise on the thesis, a bargaining unit member who is so assigned shall receive only a proportionate share of the payment that he or she would have received were he or she the only person assigned to advise. For example, if two persons are advising, the distribution of stipends for sharing thesis supervision would be as follows: adjunct + bargaining unit member, the bargaining unit member gets 50% of the stipend; research personnel + bargaining unit member, the bargaining unit member gets 50% of the stipend; staff member + bargaining unit member, the bargaining unit member gets

50% of the stipend; administrator + bargaining unit member, the bargaining unit member gets 100% of the stipend; (ii) Maximum Number of Thesis Advising Credits – no more than eight one-half or four thesis advising credits shall be credited to any one full-time Faculty Member in any one academic year unless additional credits are specifically authorized in writing and in advance by the Dean. (c) Reporting Requirements – subject to verification by the Dean, it is the responsibility of each Faculty Member to report in writing to the Dean the number of thesis advising credits earned by the Faculty Member each semester; (d) Payment Rates, Dates, Units, and Maximum. Payment for any thesis advising credit to a Faculty Member shall be per one-half thesis advising credit and shall be made by supplementary check in either January for first semester credit or in June for second semester credit, as applicable, at the following rates: effective September 1, 2012, Professor, \$1,613 per one-half thesis advising credit; Associate Professor, \$1,496 per one-half thesis advising credit; and Assistant Professor, \$1,377 per one-half thesis advising credit. Effective September 1, 2013, these rates shall be increased by the same percentage as base salaries are increased pursuant to Article Six, Section A above.

**D. Master of Architecture II Summer Semester:** Teaching assignments for courses taught during the summer semester of the Masters of Architecture II program may be part of a Faculty Member's primary, full-time teaching assignments as specified in Article Eleven A, or shall be compensated as an Overload Course as specified in Article Eleven E.

**E. Course Overloads.** Subject to obtaining a mutual agreement between a Faculty Member and his or her Dean and subject to the limitation that a Faculty Member may be assigned to teach only four additional teacher credit hours per semester in excess of the Primary Faculty Teaching Assignments ("Overload Course"), a Faculty Member who teaches an Overload Course shall be compensated for up to a maximum of four teacher credits per semester for teaching the Overload Course, counting from 18 teacher credits if the maximum of 18 teacher credits per year is exceeded, as follows: effective September 1, 2012, (a) Professor, \$3,301 per teacher credit hour; (b) Associate Professor, \$3,061 per teacher credit hour; and (c) Assistant Professor, \$2,816 per teacher credit hour. Effective September 1, 2013, these rates shall be increased by the same percentage as base salaries are increased pursuant to Article Six, Section A above.

To be eligible for Overload compensation a faculty member must, in the two regular academic semesters immediately preceding the semester in which Overload compensation is sought, have taught a combination of courses/credits equal to the annual Primary Faculty Teaching Assignment. In addition, and without limiting or modifying the preceding sentence, Faculty members 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.

**F. Department Chairpersons in the School of Engineering.**

**1. Selection Process and Term of Service.** The full-time faculty members of each of the named Departments shall elect by closed ballot one from among their own number, who shall serve as Department Chair of that Department for a three-year term. In the event, however, of a tie vote, the departmental chairmanship shall be awarded to the candidate of the department with the most seniority at Cooper Union. Seniority at Cooper Union, for the purposes of this Paragraph of this Article, shall be defined as the faculty member having the most years as a bargaining unit member. The next elections of Department Chairs will be in February 2013 for terms beginning in September 2013.

**2. Reduction of Teaching Load.** In recognition of the work of the position, each elected Chair shall have his or her teaching load reduced by three teacher credit hours per semester for the duration of the term of office.

**3. Stipends.** In addition to the above, Chairs will receive an annual stipend for the work associated with being a Department Chair as follows: effective September 1, 2012, Department Chairs in the School of Engineering shall receive a stipend of \$6,828; effective September 1, 2013, these rates shall be increased by the same percentage as base salaries are increased pursuant to Article Six, Section A above. Chairs of the Chemical Engineering, Civil Engineering, Electrical Engineering, Mechanical Engineering will receive an additional stipend of \$500 per academic year for the additional work associated with preparation for accreditation review by ABET. These stipends do not become part of the base salaries of the individuals who serve as Department Chairs.

**G. Compensation for the Chairperson of the Admissions Committee in the School of Art.** Effective September 1, 2012, the Chairperson of the Admissions Committee in the School of Art shall receive the following stipend: \$2,205 per semester; effective September 1, 2013, the stipend shall be increased by the same percentage as base salaries are increased pursuant to Section A above. The Chairperson shall also receive a one-course (three hour) reduction in teaching load for each semester.

**H. 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 Section and Section Eleven A, "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:

**1. 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.

**2. Submission of Proposals.** All applicants must submit a written proposal for review in a manner as set forth in the announced guidelines.

**3. Committees on Proposal Review.** Proposals will be reviewed by a five (5) person committee consisting of two non-unit 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 fi-

nal decision on the awarding of the grant.

**4. 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.

**I. Student Advisement – Undergraduate Courses and Projects: (1) Projects.** Advising about undergraduate independent study projects, whether or not undertaken by the student for academic credit, is wholly voluntary on the part of the Faculty member and shall not be counted for the purpose of calculating a full-time Faculty member's Primary Faculty Teaching Assignment; **(2) Courses.** Teaching an undergraduate course which is described in the current course catalog as an independent study course, undertaken by the student for academic credit, is wholly voluntary on the part of the Faculty member and shall not be counted for the purpose of calculating a Faculty member's Primary Faculty Teaching Assignment, as long as no more than five students are involved. If more than five students register to take the course as independent study then, with the agreement of the appropriate Dean, a full course must be scheduled and the teacher credit hours count towards a full-time Faculty member's Primary Faculty Teaching Assignments.

**J. Length of Faculty Appointments.** Faculty appointments are for nine months each academic year, beginning September 1 in the fall and ending one week after Commencement in the Spring. During this time, Faculty members will carry out the full range of their professional responsibilities. When classes are in recess, Faculty members will not unreasonably withhold consent to administrative requests to participate in the business of the Faculty provided that such requests are made with adequate notice to and prior consultation with the Faculty member(s) involved as to scheduling.

**K. Maximum Course Loads for Non-Bargaining Unit Faculty.** The administration of The Cooper Union shall limit to thirty (30) the number of non-bargaining unit faculty members who teach a maximum of two (2) courses in a fall semester and two (2) courses in a spring semester of the same academic year.

Otherwise, non-bargaining unit faculty members shall be limited to teaching a maximum of two (2) courses in any one semester and no more than three (3) in any academic year.

**L. Posting of Extra Work Assignments.** All auxiliary assignments available to bargaining unit members shall be posted in the appropriate Dean's office, and in departmental offices. The posting shall contain the negotiated job title, job description, and compensation.

**M. Administrators and Staff Members – Maximum Teaching Loads.** Administrators and staff members shall be limited to teaching either one (1) Catalogue Course as defined in paragraph A, of this Article or one (1) course as defined in paragraph B, of this Article, per semester.

**N. Visiting Professors.** Full-time visiting professors of any rank are limited to two courses per semester and no more than 12 credits per year for a maximum of 2 years or 3 years if funded by a grant. The maximum number of courses taught by all visiting professors in aggregate shall be no more than 20 courses with no more than 10 courses within any one faculty in any academic year.



## **ARTICLE TWELVE – FACULTY RESPONSIBILITIES**

All full-time faculty members are expected to perform non-teaching duties such as advising students, maintaining office hours and participating on committees as part of their normal responsibilities during the Academic Year. Faculty Members shall hold a minimum of 3 office hours per week, excluding “club hours” and the hours shall be posted. In addition, Academic Advisors will include daily office hours for two days prior to and during each student registration period.

## **ARTICLE THIRTEEN – TEMPORARY ADMINISTRATIVE ASSIGNMENTS OF BARGAINING UNIT MEMBERS**

When a pre-existing academic (administrative) position becomes vacant and the Administration elects to fill it on a temporary basis with a member of the Full-Time Faculty, the following shall apply:

- A. Voluntary Assignment.** The assignment shall be voluntary on the part of the Faculty member.
- B. Temporary Assignment.** 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.
- C. Maintenance of Benefits.** The individual shall lose no benefits that would have continued or accrued had they remained in the Unit.
- D. Compensation for Acting Dean.** When the pre-existing position temporarily being filled is that of the Dean, the additional compensation shall be as follows: Effective September 1, 2013 total additional compensation for Acting Dean will be \$60,000 per contract year. This payment will be pro-rated for each pay period worked in the administrative position.
- E. Compensation for Acting Assistant or Associate Dean.** When the pre-existing position temporarily being filled is that of Assistant Dean or Associate Dean, then the additional compensation shall be as follows: Effective September 1, 2013 total additional compensation for Acting Assistant or Associate Dean will be \$40,000 per contract year. This payment will be pro-rated for each pay period worked in the administrative position.

## **ARTICLE FOURTEEN – BARGAINING UNIT MEMBERS SERVING ON CAMPUS-WIDE COMMITTEES**

The Cooper Union and the CUFCT agree that an institution of higher education, by its very nature, requires a high degree of collegial interaction among faculty and administration if it is to succeed in its mission to provide quality education to its student body. The parties recognize that the continued success of The Cooper Union depends, in large part, on the ability of the administration to receive the professional advice of members of the full-time faculty on a variety of matters. To this end, the parties agree as follows:

- A. Negotiation of Campus-wide Committees and Ad Hoc Campus-wide Committees.** The Cooper Union agrees to bargain with the CUFCT concerning all campus-wide committees on which bargaining unit members serve.

**B. Election of Bargaining Unit Members to Campus-Wide Committees and to Ad Hoc Campus-wide Committees.** When the Administration elects to include, on a campus-wide committee, one or more members of the Bargaining Unit who are expected to represent the views of their respective faculties or the librarians, the Bargaining Unit member(s) who are to serve on the committee will be elected by the Bargaining Unit members of their respective faculties or librarians.

**C. Professional Advice of Bargaining Unit Members.** The Cooper Union recognizes that all Bargaining Unit Members, when serving on any campus-wide committee(s) at Cooper Union, do so as representatives of their own interests and/or the interests of other Bargaining Unit Members.

The Cooper Union recognizes that the function of all Bargaining Unit Members on all campus-wide committees is to render professional advice only, and that such advice shall not be construed as being managerial in nature within the meaning of the National Labor Relations Act. The parties agree that the advice of Bargaining Unit Members, whether given orally, in writing, or by ballot, is advisory only and at no time shall be considered determinative. The decision to implement any or all recommendations of any committee shall rest exclusively with the administration of The Cooper Union.

**D. Intra-Faculty Committees**

- 1. Constitution of Committees and Voting Rights.** With the exception of the Administrative and Planning committees of the Schools and/or faculties and the Administrative Councils or Review Board (as described in Article Fourteen F) as shall exist from time to time, all other committees (whether ad hoc or standing) shall be constructed so that Bargaining Unit members will constitute a majority of the voting membership. The purpose of each committee shall be clear and so stated. (a) Voting shall be restricted to the established voting membership as described in paragraph 2 below; (b) Voting within any committee shall be by recorded vote; (c) Ex Officio members, if any, shall not vote.
- 2. Election of Bargaining Unit Members.** Election of Bargaining Unit members to committees shall be by Bargaining Unit members only. (a) Voting shall be by recorded vote; (b) Nominations of Bargaining Unit members shall be made only by Bargaining Unit members.
- 3. Parliamentary Procedures.** All committees will follow Robert's Rules of Order whenever practical. (a) Each committee shall elect a Chairperson; (b) Each committee shall elect a secretary; (c) Each committee shall keep minutes, which shall be available to any interested parties; (d) Each committee shall proceed by recorded vote.
- 4. Administrators and Librarians as Members.** (a) Membership of any Administrator on any committee shall be in an ex Officio capacity only. Ex Officio members shall not vote; (b) Bargaining Unit Librarians may be members of any committee if any faculty so desires, except that a full-time Librarian shall be an elected ex Officio member of any and all curriculum committee(s).
- 5. Matters Outside the Purview of the Committee.** No committees shall deal with matters of Appointment, Re-appointment, Promotion or Tenure of Bargaining Unit members except as specifically stated in Article Nine and Article Ten above, or any other matters as covered by this Agreement.
- 6. Participation By Full-Time Faculty Members.** All full-time faculty members are expected to participate on committees as part of their normal responsibilities during the Ac-

ademic Year (see Article Twelve). Their role shall be to give professional advice only as described in Section C above.

7. **Committee Meeting Times.** Committees shall not be called on to meet between semesters of a given academic year or between June 1 and August 31 of the calendar year except in the event of urgent cause and with the consent of the CUFCT and the Administration.
8. **Changes in Composition and Scope, Formation of New Committees, Fractional Voting, and Right to Consult.** The following five items shall hold for all Intra-faculty committees: (a) The composition of the membership of a committee may change; (b) The scope of a committee may change; (c) New committees may be formed; (d) Fractional voting is acceptable for non-full-time faculty; (e) Committees shall be free to consult whomever they choose.

#### E. Standing Committees

1. **The School of Art Administrative Committee.** The Administrative Committee of the School of Art shall have the same general functions as before except that it shall conform to the following precepts:
  - a. **Voting Membership.** A majority of the Committee's voting membership shall consist of bargaining unit members;
  - b. **Chairperson.** The chair of the Committee shall be nominated and elected by the Committee;
  - c. **Matters Outside the Purview of the Committee.** The Committee shall not deal in any issues that can be reasonably expected to impact meaningfully on any terms and conditions of employment of bargaining unit members;
  - d. **Collective Bargaining Agreement and Committee.** The Committee shall not deal in any matters that are the jurisdiction of the Collective Bargaining Agreement;
  - e. **Voting By and For Bargaining Unit Members.** If the Committee chooses to recommend a (slate of) candidate(s) to another body then only bargaining unit members shall nominate and vote on any bargaining unit member(s) to be so recommended;
  - f. **Parliamentary Procedures.** Parliamentary procedures shall be followed whenever practical;
  - g. **Meeting Minutes.** Minutes shall be kept and all substantive issues shall be determined by recorded vote;
  - h. **Non-Administrative Tasks.** The term "administrative" as used to define this Committee shall not be construed to indicate that bargaining unit members are performing administrative tasks.
2. **The Faculty of Humanities and Social Sciences Planning Committee.** The Planning Committee of the Faculty of Humanities and Social Sciences shall have the same general functions as before except that it shall conform to the following precepts:
  - a. **Voting Membership.** A majority of the Committee's voting membership shall consist of bargaining unit members;
  - b. **Chairperson.** The chair of the Committee shall be nominated and elected by the Committee;

- c. **Matters Outside the Purview of the Committee.** The Committee shall not deal in any issues that can be reasonably expected to impact meaningfully on any terms and conditions of employment of bargaining unit members;
- d. **Collective Bargaining Agreement and Committee.** The Committee shall not deal in any matters that are the jurisdiction of the Collective Bargaining Agreement;
- e. **Voting By and For Bargaining Unit Members.** If the Committee chooses to recommend a (slate of) candidate(s) to another body then only bargaining unit members shall nominate and vote on any bargaining unit member(s) to be so recommended;
- f. **Parliamentary Procedures.** Parliamentary procedures shall be followed whenever practical;
- g. **Meeting Minutes.** Minutes shall be kept and all substantive issues shall be determined by recorded vote.

### 3. Faculty/Student Senate.

- a. **Matters Outside the Purview of the Senate.** The Faculty/Student Senate shall concern itself with current pertinent issues which do not impinge upon the Terms and Conditions of employment of Bargaining Unit Members as covered in this Agreement;
- b. **Chairperson.** The Chairperson and the Vice-Chairperson of the Faculty-Student Senate shall be elected by the Senate from among its members for a term of one year. In the absence of a Chairperson the President of The Cooper Union may call a meeting of the Faculty/Student Senate into session. In that case the first order of business shall be the election of a Chairperson and a Vice Chairperson.
- c. **Advisory Nature of Forum.** The Senate shall be advisory in nature and shall have the right to invite selected parties to join in discussions as ex-officio (non-voting) members as appropriate; individual members of the Senate may propose guests to the Chairperson.
- d. **Senate Membership – Regular Members.** The regular members of the Senate shall consist of the following: (i) A full-time librarian; (ii) Two faculty members elected by the Faculty of the School of Engineering; (iii) Two faculty members elected by the Faculty of Humanities and Social Sciences; (iv) Two faculty members (at least one of whom shall be a member of the full-time Faculty) elected by the Faculty of the School of Architecture; (v) Two faculty members elected by the Faculty of the School of Art (at least one of whom shall be a member of the full-time faculty); (vi) Two undergraduate students from the School of Engineering; (vii) Two students from the School of Art; (viii) Two undergraduate students from the School of Architecture. The Librarian and Faculty members shall each serve for a two-year period. Students shall serve for a one year period. The election process for full-time faculty members and librarians shall be as stipulated in Section D-2 of this Article. Each of the student members is to be nominated and chosen annually by a majority portion of the school-wide student representative body on which he or she sits. The results are to be certified by the Dean of Students.
- e. **Senate Membership – Ex Officio Members.** The ex-officio members of the Senate shall be: (i) The President; (ii) The Vice President for Finance, Administration and Treasurer; (iii) The Dean of the School of Art; (iv) The Dean of the School of Architecture; (v) The Dean of the School of Engineering; (vi) The Dean of the Faculty of Humanities and Social Sciences; and (vii) The Library Director.

- f. Meeting Minutes.** The Secretary shall bear responsibility for the minutes. Minutes of the meetings shall be distributed to all present. Approved minutes will be made available to The Cooper Union community in the Cooper Archives.
  - g. Agenda.** As required, an agenda shall be presented to Senate members in a timely fashion prior to the meeting. Members of the meeting shall be invited to place items on the agenda for discussion.
  - h. Parliamentary Procedures.** Basic parliamentary procedures shall be followed when feasible.
  - i. Establishment of Ad Hoc Committees.** The Senate shall be permitted to establish standing and ad hoc committees. This is subject to Article Fourteen Section (B) above.
- F. Administrative Councils and Review Board.** When the Administration elects to include, on a campus-wide Council or Review Board, one or more members of the Bargaining Unit who are recruited for their expertise and/or interest in the work of the Council or Review Board then the Bargaining Unit member may agree to work on the Council or Review Board for a period of three years. He or she will be compensated for the work according to Article Six-H-12. If a Bargaining Unit Member chairs an Administrative Council or Review Board he or she will be compensated according to Article Six-H-13. A Bargaining Unit Member may agree to a further three year term on a Council or Review Board if requested by the Administration.

#### **ARTICLE FIFTEEN – CLASS SIZE**

Except for large lectures, The Cooper Union will attempt to limit the size of classes taught by members of the bargaining unit to 30 students and will attempt to provide smaller classes when pedagogic circumstances warrant. When applicable, for the purposes of this Article, the "team teaching" concept as defined in Article Eleven (Faculty Teaching Assignments) will be utilized when computing the size of any particular class. If the size of a class exceeds the 30 student limit for reasons or circumstances beyond the control of the affected member of the bargaining unit, then The Cooper Union, in consultation with the affected member of the bargaining unit, will make every reasonable effort to alleviate the situation by one of the following means: (1) redistributing the students among another section or other sections; or (2) opening an additional section; or (3) providing the instructor a grading assistant; or (4) providing the instructor released time. If the class size exceeds 35 students, then the students must be redistributed among another section or sections; or an additional section must be opened.

#### **ARTICLE SIXTEEN – STUDENT SURVEYS OF BARGAINING UNIT WORK PERFORMANCE**

The Cooper Union shall not sponsor, endorse or disseminate a survey of students regarding the work performance of any bargaining unit member ("The Cooper Union Sponsored Student Survey") unless it is consistent with the criteria enumerated below:

- A. Participation.** Participation in any Cooper Union Sponsored Student Survey of the work performance of any member of the bargaining unit shall be completely voluntary on the part of the bargaining unit member;
- B. Survey Results.** The results of any such Survey when anonymous shall be given directly and exclusively to the bargaining unit member; and
- C. Formulation of Survey Questions.** Any affected member of the bargaining unit shall have an opportunity to participate in the formulation of the questions of any such Survey.

Notwithstanding the foregoing, the Cooper Union Administration may counsel Cooper Union students about any other independent survey of bargaining unit work performance conducted by students which fails to meet the above criteria so long as such counseling is not intended to circumvent the provisions of this Article.

## ARTICLE SEVENTEEN – LIBRARIANS

- A. Rank and Work Week. (1) Rank.** Each full-time professional Librarian shall hold the rank of Assistant Librarian, Associate Librarian, or Librarian ("Bargaining Unit Librarian"). **(2) Regular Work Week.** The regular work week for each Bargaining Unit Librarian shall consist of thirty-five (35) hours per work week (Monday through Friday) to be performed at and between the hours 9 a.m. and 9 p.m. As part of their normal responsibilities, Bargaining Unit Librarians are expected to participate on committees, which may include committees or working groups for library consortia of which The Cooper Union Library is a member, or committees formed within The Cooper Union. Participation in committee work by Bargaining Unit Librarians shall be included in the thirty-five hour work week. Hours for individual work schedules shall be determined according to staffing needs of the Library and in consultation with the Bargaining Unit Librarians. With the understanding, however, that no Bargaining Unit Librarian shall be regularly scheduled to work more than one evening (i.e., 5 p.m. to 9 p.m.) per week. Preference will be given in accordance with length of service in the Library. Bargaining Unit Librarians may be assigned in inverse order of seniority to work on any Saturday, Sunday or additional evening when emergency circumstances exist (e.g., illness, etc.), so long as The Cooper Union has made a reasonable good faith effort to find a temporary Non-Bargaining Unit substitute to perform the Saturday, Sunday or additional evening work before making any such assignment. In the event that a Bargaining Unit Librarian performs work in excess of 35 hours (i.e., in any work week, Monday through Sunday), then any such Bargaining Unit Librarian shall receive compensatory time off at the rate of time and one-half for such additional work. Compensatory time off shall be added to the Bargaining Unit Librarian's earned vacation. **(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.
- B. Probation.** Any individual hired as a Bargaining Unit Librarian during the period that this Agreement is in effect shall be a probationary employee ("Probationary Bargaining Unit Librarian") for one year from the date of hire plus any additional notice as hereinafter provided. Any Probationary Bargaining Unit Librarian may be terminated at any time during the first year of the probationary period, with or without cause and without recourse. Any Probationary Bargaining Unit Librarian who is terminated pursuant to this paragraph B shall receive notice of termination prior to the actual date on which the termination is to occur, in accordance with the following provisions: (a) any Probationary Bargaining Unit Librarian who has worked three (3) months or less shall receive at least one week of notice of termination; (b) any Probationary Bargaining Unit Librarian who has worked six (6) months or less but more than three (3) months, shall receive at least three (3) weeks of notice of termination; (c) any Probationary Bargaining Unit Librarian who has worked nine (9) months or less but more than six (6) months, shall receive at least thirty (30) days of notice of termination; and (d) any Probationary Bargaining Unit Librarian who has worked more than nine (9) months, shall re-

ceive at least forty-five (45) days of notice of termination, subject to the understandings, however, that (i) the required notice may be given at any time during a Probationary Bargaining Unit Librarian's first year of employment, (ii) the probationary period of a Probationary Bargaining Unit Librarian shall be extended for any portion of the applicable required notice period which occurs after the Probationary Bargaining Unit Librarian's first full year of employment and (iii) at the option of The Cooper Union, any Probationary Bargaining Unit Librarian may or may not be required to work for all or any portion of the applicable notice period.

**C. Promotion.** Promotion from the rank of Assistant Librarian to the rank of Associate Librarian shall occur no later than the anniversary date of employment of the Assistant Librarian upon completing two consecutive years of service in the position of Assistant Librarian. Promotion from the rank of Associate Librarian to the rank of Librarian shall occur no later than the anniversary date of employment of the Associate Librarian upon completing three consecutive years of service in the position of Associate Librarian. Compensation applicable to the rank to which an individual Bargaining Unit Librarian has been promoted shall be adjusted at the time the promotion occurs. In the event that a promoted Bargaining Unit Librarian's salary prior to promotion exceeded the minimum salary for the rank to which he/she was promoted, he/she will receive a salary increase of 7.5% based on his/her pre-promotion salary. This salary increase will occur on the effective date of the promotion.

**D. Vacation Options and Professional/Personal Days.**

**1. Vacation Options.** Each Bargaining Unit Librarian hired on or before August 31, 1989, shall be entitled to elect an eleven (11) month work year with twenty-two (22) days of vacation per The Cooper Union academic year (i.e., on and between September 1 through August 31 of the succeeding year) ("Option A"), or a ten (10) month work year with forty-four (44) days of vacation per The Cooper Union academic year ("Option B"). Each Bargaining Unit Librarian hired on or before August 31, 1989, may change an election to work under either Option A or Option B, as the case may be, upon giving six (6) months advance notice unless a lesser notice period is mutually agreeable in any particular instance. At the time that a new election takes effect, a Bargaining Unit Librarian who was working under Option B shall receive a proportionate wage increase in base salary to reflect the proportionate increase in work to be performed under Option A. Likewise, a change from Option A to Option B will effect a proportionate reduction in base salary. Any Bargaining Unit Librarian hired after August 31, 1989, shall be hired pursuant to Option A only. Probationary Bargaining Unit Librarians shall earn vacation on a pro-rata basis until the next succeeding September 1 following the date of hire. Vacations for all Bargaining Unit Librarians shall be scheduled in a manner consistent with the operating requirements of The Cooper Union's Library operation. Subject to the reasonable operating requirements of The Cooper Union, each Bargaining Unit Librarian may take eleven (11) days of vacation at a time or times other than the period beginning on June 1 through August 31 of an academic year. In addition, if circumstances warrant and with the approval of the Library Director, up to eleven (11) days of vacation may be carried over into the following academic year as described above. Any Cooper Union holiday that falls within any vacation period of a Bargaining Unit Librarian shall not be counted as vacation.

**2. Professional/Personal Days.** Bargaining Unit Librarians are entitled to the equivalent of a total of three (3) work days per academic year as professional and/or personal days.

- E. Final Decision on Hiring and Promotion.** Subject to the provisions of Sections B and C of this Article, the final decision about either hiring or promoting a Bargaining Unit Librarian shall be made by the President or designee. Nevertheless, appropriate available senior Faculty members and Bargaining Unit Librarians shall be invited to interview prospective candidates for employment and shall be consulted prior to the making of the final decision in cases involving hiring or promotion.
- F. Released Time and Professional Development.** Subject to the reasonable operating needs of The Cooper Union, a pool of six (6) hours of work per week shall be made available each semester as released time to the Bargaining Unit Librarians as a group ("Released Time") which may be used by one or more of the Bargaining Unit Librarians to take any appropriate level course, including seminars and workshops, relating to an individual's professional work ("Professional Development"), subject to the understanding that no individual Bargaining Unit Librarian may be absent for more than four working hours per week. The Cooper Union agrees to pay the net tuition for Professional Development for each Bargaining Unit Librarian in each academic year (i.e., September 1 through August 31 of the succeeding calendar year) that this Agreement is in effect, in an amount equal to the lesser of either \$6,000 or 60% of net tuition, as applicable, whether or not such Professional Development activities are pursued by the Bargaining Unit Librarian during authorized Released Time or at a time or times other than during the Bargaining Unit Librarians' working hours. In addition, and also subject to the reasonable operating needs of The Cooper Union, an effort will be made to provide Released Time so that each Bargaining Unit Librarian may attend one professional conference during each annual period beginning on September 1 and ending on August 31.
- G. Sabbatical Leave. (1) Purpose.** The Cooper Union grants Sabbatical Leaves to the Librarians in the belief that, by providing opportunities for sustained scholarly or creative work or for intellectual and professional stimulation, such Leaves can enhance the effectiveness of the Librarians; **(2) Eligibility.** A librarian becomes eligible for Sabbatical Leave after six (6) years of full-time service to The Cooper Union. Following a Sabbatical Leave, a librarian becomes eligible again after six (6) years of full-time service to Cooper Union starting from the end date of the last Sabbatical Leave, or a Librarian may elect to request a one-semester (15 weeks) Sabbatical Leave as provided in paragraph G-4 of this Article. Except in extraordinary circumstances, a Librarian wishing to apply for Sabbatical Leave should notify the Library Director in writing no later than nine (9) months prior to the anticipated commencement of the Sabbatical Leave. The Library Director will pass on the application with his or her endorsement within two (2) months of the date of the initial request to the President, or the President's designee, unless the Library Director concludes, after ample consultation with the Librarians, either that the applicant's ordinary responsibilities could not be met adequately during the course of the Leave or that the Leave would seriously impair the effective functioning of the Library. The applicant will be informed by the President or the President's designee as to the approval or the denial of the application within four (4) months of the date of the application. Effective September 1, 2001 and notwithstanding any communication from Cooper Union to the contrary, if a librarian has applied for Sabbatical Leave and must defer that leave at the behest of Cooper Union, the librarian becomes eligible for Sabbatical Leave subsequent to the deferred Sabbatical Leave six (6) years after the original intended start date of the leave. However, if a librarian becomes eligible for a Sabbatical Leave after six years of full-time service but does not apply for Sabbatical Leave at that time (i.e., if the librarian voluntarily defers a Sabbatical Leave), the librarian becomes eligible for a subsequent Sabbatical Leave six (6) years after the end date of the voluntarily deferred leave; **(3) Return to Cooper Union and Paid Employment while on Sabbatical.** A librarian who receives a Sabbatical Leave is expected to return to The Cooper Union after the expiration of the Leave. Furthermore, the



recipient is expected to forgo during the course of the Leave any paid employment that might interfere with the purpose of the Leave. For example, full-time employment at another institution or business would be inappropriate for this reason; **(4) Sabbatical Term and Salary and Benefits Provision.** Sabbatical Leave for the Librarians is granted for a half-year (6 months) with full salary, or Librarians may elect to take a one-semester (15 week) Sabbatical Leave after three (3) years of full-time service. In addition, the recipient of a Leave receives all fringe benefits in accordance with their terms, and is entitled to all vacation, professional/personal days as outlined in paragraph D-1 and D-2 of this Article. The Cooper Union intends to grant Sabbatical Leaves to all eligible applicants other than those deferred under paragraph G-2 of this Article.

## **ARTICLE EIGHTEEN – OUTSIDE EMPLOYMENT, RESEARCH AND CONSULTING**

Research, creative scholarship and professional activities (e.g., consulting, designing, participating in the work of professional societies) are encouraged, as part of the intellectual life of The Cooper Union, to the extent that they do not conflict with the Bargaining Unit member's responsibilities to the College or take precedence over them and must be in compliance with accrediting body rules. This does not include full-time teaching at another institution which is prohibited. Bargaining Unit members are encouraged to inform the Administration of their outside activities when the Bargaining Unit member believes that such knowledge might add to the intellectual environment at The Cooper Union.

## **ARTICLE NINETEEN – SABBATICAL LEAVE**

- A. Purpose.** The Cooper Union grants Sabbatical Leaves in the belief that, by providing opportunities for sustained scholarly or creative work or for intellectual stimulation, such Leaves can enhance the professional effectiveness of members of the Faculty.
- B. Eligibility.** A Faculty member becomes eligible for sabbatical leave in accordance with the options described in Article 19(E) below.
- C. Notification and Response.** Except in extraordinary circumstances, a person wishing to apply for Sabbatical Leave should notify the appropriate Dean in writing. The Dean will pass on the application with his or her endorsement to the President or the President's designee unless the Dean concludes, after ample consultation with appropriate Faculty groups, either that the applicant's ordinary responsibilities could not be met adequately during the course of the Leave or that the Leave would seriously impair the collective work of the Faculty. The applicant will be informed as to the approval of the application or the denial of the application for reasons specified in either this Section C or F below. For a Sabbatical Leave beginning in September the application must be submitted no later than November 1<sup>st</sup> of the preceding academic year. The Dean must pass on the application to the President (or designee) by December 1<sup>st</sup> and the applicant must be informed as to the approval or denial of the application by January 1<sup>st</sup>. For a Sabbatical Leave beginning in January the application must be submitted no later than April 1<sup>st</sup> of the preceding academic year. The Dean must pass on the application to the President (or designee) by June 1<sup>st</sup> and the applicant must be informed as to the approval or denial of the application by July 1<sup>st</sup>.
- D. Return to Cooper Union and Paid Employment While on Sabbatical.** Because of the essential purpose of Sabbatical Leaves, a person receiving such a Leave is expected to return to The Cooper Union after the expiration of the Leave. Furthermore, the recipient is expected to forgo during the course of the Leave any paid employment that might interfere with the pur-

pose of the Leave. For example, full-time teaching at another institution would be inappropriate for this reason.

#### **E. Sabbatical Terms and Salary and Benefits Provision**

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 (September –August) 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 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. 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 J of the contract.

**F. Minimum Number of Sabbaticals.** The Cooper Union intends to grant Sabbatical Leaves to all eligible applicants other than those deferred under paragraph C of this Article. Should the Administration conclude that financial conditions preclude its doing so for a particular academic year, however, it will nonetheless grant at least two Sabbatical Leaves for that year. In this case, the selection of the persons to receive Leave will be based on a review by the Administration of the applicants' previous leaves, the allocation of Leaves among the various Faculties and disciplines, and, if these prove inconclusive, statements solicited from the applicants about their plans for the period of the potential Leave.

## ARTICLE TWENTY – LEAVES OF ABSENCE WITHOUT SALARY

### A. Initial Leaves of Absence Without Salary.

1. **Application and Response Dates.** A Faculty member may be considered for an initial leave of absence without salary ("initial leave") by submitting a written request to the appropriate Dean by February 1st for requested Fall leaves and by June 1st for requested Spring leaves. The President or the President's designee will make a good faith effort to respond to Fall requests by April 1st and Spring requests by September 15th. A Librarian may be considered for an initial leave by submitting a written request to the Library Director at least six months before it is intended to begin.
2. **Dean's Recommendation to the President/Minimum Leave if Requested.** The appropriate Dean or Library Director will submit the application to the President or designee with his or her recommendation about whether the application for an initial leave should be either (a) granted or (b) denied because (i) the applicant's ordinary responsibilities could not be adequately met during the course of the requested initial leave, or (ii) the requested initial leave would seriously impair the collective work of the Faculty or Library or (iii) other good reason, it being the express intention of the parties that The Cooper Union shall not deny an application for an initial leave for a reason or reasons which are arbitrary or capricious and that, if requested, The Cooper Union shall grant at least one such leave each academic year.
3. **Eligibility, Maximum Terms and Documentation.** An initial leave shall be granted to a Faculty Member for a maximum of up to two consecutive semesters. An initial leave shall be granted to a Librarian for a maximum of one year. If the Faculty member or Librarian is requesting the Leave of Absence (initial, extended, or subsequent) to perform public service, however, then the leave may be for a maximum of six (6) semesters for Faculty members or three years for Librarians. However, if the initial leave was a continuation of Sabbatical Leave, then the maximum will be four (4) semesters for Faculty members and two (2) years for Librarians. Documentation, satisfactory to the President or President's designee, that the Bargaining Unit member is performing the public service for which leave was requested, must be provided annually or on the anniversary date on which the leave began. Failure to provide this documentation, unless excusable for good cause shown, will result in termination of the leave as indicated in the next sentence. If the Bargaining Unit member on public service leave should no longer be engaged, for whatever reason, then the leave will be terminated as of the end of the following semester. Initial leaves of absence shall be granted in accordance with seniority within a particular Faculty (i.e., within Art, Architecture, Engineering, Humanities) or within the Library, as applicable.
4. **Denial of Request and Grievance Procedures.** Any denial of a request for an initial leave of absence under this paragraph A which results in a grievance may be submitted immediately by either party to arbitration in accordance with the rules of the American Arbitration Association pertaining to "Streamlined Arbitration" without regard to other preliminary grievance processing Steps defined in Article Thirty-Five (Grievance & Arbitration Procedures).

- B. Extended or Subsequent Leaves of Absence Without Salary.** Upon written request made by a Faculty member or by a Librarian, by the dates indicated in paragraph A above, a Faculty Member or Librarian may apply to extend a leave of absence without salary ("extended leave") or for a subsequent leave of absence without salary ("subsequent leave"), provided:
- (1) At the time of application for an extended leave, the Faculty Member or Librarian expects

to return to The Cooper Union after the period of the requested extended leave; (2) the Faculty Member or Librarian establishes in the application that he or she has good cause to request the extended leave or the subsequent leave; and (3) no single leave of absence, inclusive of extensions and Sabbatical Leave, may cumulatively exceed four years with the exception of Bargaining Unit Members who began their leaves of absence prior to August 31, 2005, in which case no single leave, inclusive of extensions and Sabbatical Leave may cumulatively exceed six years.

- C.** Any grievance concerning an extended or subsequent leave of absence without salary shall be subject to the terms of Article Thirty-Five (Grievance & Arbitration Procedures) through Step 2, only. Any leave under this Article shall not be counted toward tenure. An individual Faculty Member or Librarian shall not be deprived from taking an initial leave of absence without salary solely because The Cooper Union has granted an extended or subsequent leave of absence without salary to another Faculty Member or Librarian in such individual's particular Faculty or in the Library, as applicable.
- D. Continuation of Benefits While on Unpaid Leave of Absence.** If a Faculty Member or Librarian is not gainfully employed during an initial, extended or subsequent leave of absence without salary, The Cooper Union shall maintain the membership of any such Faculty Member or Librarian in The Cooper Union's group medical and group life insurance plans when permitted by and in accordance with the terms of each such insurance plan as it exists from time to time. If, however, it is determined at a future time that the continued application of this provision will cause adverse tax consequences to be suffered by other employees of The Cooper Union because of the enforcement of Section 89 or other provision of the Internal Revenue Code, then any Faculty Member or Librarian who is on a Leave of Absence Without Salary at the time any such determination is made shall no longer have any such insurance benefit maintained by The Cooper Union but, when permitted by and in accordance with the terms of each such insurance plan as it exists from time to time, each such insurance benefit may be maintained in his or her own behalf at no cost to The Cooper Union. It is also the express understanding of the parties that any Faculty Member or Librarian who is on an initial, extended or subsequent leave of absence without salary who is gainfully employed shall not have any such insurance benefit maintained by The Cooper Union. To the extent applicable under this Agreement, seniority shall continue to accrue during a period of an authorized leave of absence without salary.
- E. Rank and Salary Upon Return.** When a Faculty Member or Librarian returns to work from an initial leave of absence without salary, he or she shall be reinstated to the same academic rank or position held just prior to the time the leave began, as applicable, and with the salary increase or increases for that period in which the leave occurred. If the leave of absence without salary is extended to include a second or subsequent year or years, the Faculty Member or Librarian, as applicable, shall be reinstated to the same academic rank or position held just prior to the time the leave began, as applicable, but without salary increases corresponding to the second and/or subsequent year(s) of the leave, unless it has been established prior to the start of the initial leave that the particular leave of absence without salary was for an academic purpose which directly benefited The Cooper Union's prestige or academic reputation, in which case, the Faculty Member or Librarian shall be reinstated to the same academic rank or position, as applicable, but at a salary equal to that to which he or she would otherwise have been entitled if he or she had worked during the period of leave.

## **ARTICLE TWENTY-ONE – CHILD CARE LEAVE**

- A. Application.** Any Faculty member or Librarian who will become a parent by natural means or by legal adoption of a child under the age of two years and who will have the principal responsibility for the custodial care of the infant immediately after that event may apply for Child Care Leave pursuant to this Article. In the case of a Librarian, application for Child Care Leave must be made usually no later than ninety (90) days prior to the day on which the Child Care Leave is intended to commence. In the case of members of the full-time Faculty, application for Child Care Leave must be made no later than two (2) months before the beginning of the semester in which the Leave is expected to occur.

**Impact on Tenure and Probation.** In the case of a non-tenured full-time Faculty member, any Child Care Leave under this Article shall not be counted toward tenure. The tenure clock will stop for the semester(s) during which the Child Care Leave is taken. The tenure clock will resume as of the next complete semester or academic year of service, at the discretion of the affected Bargaining Unit member, after consultation with the appropriate Dean. In the case of a Librarian, any Child Care Leave under this Article shall not be counted for the purpose of completing a period of probation.

- B. Commencement of Child Care Leave.** Unless otherwise agreed by the CUFCT and The Cooper Union, in addition to any paid leave which the Faculty member or Librarian is entitled to receive for an absence during a period of disability, each Faculty member or Librarian (a) who either becomes a parent by natural means or adopts an infant under the age of two years and (b) who will have the principal responsibility for the care of such infant immediately after such event, may elect to take a Child Care Leave so long as the person expects to return to work at The Cooper Union at the end of the period of elected Child Care Leave. A Child Care Leave of absence for full-time members of the Faculty will commence at the beginning of the semester during which the Child Care Leave is expected to occur.

**Periods Excluded.** For the purposes of determining the period of Child Care Leave, the summer recess shall not be taken into account, nor any period during which the full-time faculty member is on medical disability as indicated by her physician. Proof of physical disability in the form of a physician's letter must be supplied to The Cooper Union upon request.

- C. Length of Leave.** A Faculty member may elect to take a Child Care Leave for either one or two consecutive semesters at the option of the Faculty member. A Librarian may elect to take a Child Care Leave for a period of either six months or twelve months at the option of the Librarian.

- D. Salary Provision While on Child Care Leave.** A full-time member of the Faculty who is on Child Care Leave shall be entitled to be paid one half his or her base salary for any one semester. The remaining semester during which Child Care Leave is taken, if any, would be without salary. The Faculty member's annual salary shall be divided in half, and then half again to determine the half-pay for the semester. A Librarian who elects a Child Care Leave shall be entitled to be paid wages at the rate of one-half of his or her regular monthly wages during any four consecutive months of the Child Care Leave, and the remainder of the Child Care Leave shall be without pay. The Bargaining Unit member shall receive full pay for any period during which she is on medical disability.

- E. Notification of Intention to Return to Work.** Each Faculty member who elects to take a Child Care Leave shall notify The Cooper Union forty-five (45) days in advance of the end of the first semester of the Child Care Leave whether he or she is still intending to return to work at The Cooper Union at the end of the period of Child Care Leave. Similarly, each Librarian

who elects to take a Child Care Leave shall notify The Cooper Union five months after the beginning of the Child Care Leave whether he or she is still intending to return to work at The Cooper Union at the end of the period of Child Care Leave. All reasonable efforts will be made to provide sufficient temporary part-time faculty or librarian appointments so as to insure that course work and/or ancillary duties of the Bargaining Unit member on Child Care Leave will be covered.

**F. Benefits While on Child Care Leave.** Subject to the terms of The Cooper Union's group medical insurance and life insurance plans, during the period of Child Care Leave, The Cooper Union shall maintain the membership of any Faculty member or Librarian who is on Child Care Leave in The Cooper Union's group medical insurance and group life insurance plans in accordance with the terms of those plans as they exist from time to time. If, however, it is determined at a future time that the continued application of this provision will cause adverse tax consequences to be suffered by other employees of The Cooper Union as a consequence of the enforcement of Section 89 or other provision of the Internal Revenue Code, then any Faculty member or Librarian who is on a Child Care Leave at the time any such determination is made shall no longer have any such insurance benefit maintained by The Cooper Union but, when permitted by and in accordance with the terms of each such insurance plan as it exists from time to time, each such Faculty member or Librarian shall be eligible to maintain each such insurance benefit in his or her own behalf at no cost to The Cooper Union.

**G. Rank and Salary Upon Return.** When the Faculty member or Librarian returns to work at the end of the Child Care Leave, the Faculty member or Librarian shall be reinstated to the same academic rank or position held just prior to the time such Child Care Leave commenced, as applicable, and at a salary level reflecting the salary increases that would have been received by the individual if he or she had been working during the period of Child Care Leave. In addition, the returning Faculty member or Librarian will be assigned professional responsibilities which are reasonably commensurate with the same areas of specialization as those held at the time the Child Care Leave commenced. To the extent applicable under this Agreement, seniority shall continue to accrue during a period of Child Care Leave.

## **ARTICLE TWENTY-TWO – RETIRING EMPLOYEES**

In order to encourage continuing collegial relationships between The Cooper Union and its retired employees, Full-Time Faculty who retire in the future shall be invited to official receptions and graduation exercises, including academic processions. Full-Time Faculty and Full-Time Librarians who retire in the future shall be entitled to normal physical access to the Cooper Union library and remote access to E-Mail, and in order to encourage continuing interest and participation in collegial relationships, The Cooper Union will consider any request received from retired Full-Time Faculty for the use of desk space. It is the express intention of the parties that the exercise of discretion by The Cooper Union in any matter of this kind shall not be the subject of any claim under the terms of Article Thirty-Five (Grievance and Arbitration Procedures), or otherwise.

## **ARTICLE TWENTY-THREE – CUFCT REPRESENTATIVES' USE OF FACILITIES**

**A. Reasonable Access and Cost.** In carrying out its business, the CUFCT shall have reasonable access to (a) Faculty and Librarian mailboxes and other interdepartmental, interoffice and interschool communication facilities and (b) reproduction and photocopying equipment. The cost of the foregoing, if any, shall be borne by the CUFCT.

- B. Visiting CUFCT Representatives.** The Cooper Union recognizes the need for authorized CUFCT representatives to have, and agrees to grant, reasonable access to The Cooper Union for the purposes of administering this Agreement, subject only to the understanding that when any CUFCT representative other than a member enters The Cooper Union for such purposes, the representative shall follow reasonable procedures established for visitors by The Cooper Union as they may exist from time to time.
- C. CUFCT Office Facilities.** The Cooper Union agrees to provide to the CUFCT office facilities on its premises similar in size to a normal Faculty office for the use of the CUFCT solely to carry out business relating to business matters and concerns of the CUFCT and its members. The Cooper Union shall have access to such office facilities for the purpose of maintaining the security of such office facilities and other Cooper Union property in the event of an emergency. The obligation and cost of maintaining and operating any such office facilities (e.g., secretarial help, telephone, typewriter, postage, equipment, furnishings, etc.) shall be borne by the CUFCT, and The Cooper Union shall have no responsibility for any loss, damage or liability with respect thereto. Subject to the reasonable operating needs of The Cooper Union, such office facilities may be relocated by The Cooper Union on three months' notice to the CUFCT. The CUFCT shall maintain appropriate insurance which will indemnify and hold The Cooper Union harmless against any loss, claim, damage or liability to which The Cooper Union becomes subject insofar as any such loss, claim, damage or liability derives from or is incident to the possession or use of any such office facilities by the CUFCT, its officers, employees, agents, members, guests, etc., and arises out of or is based on the act or omission or claimed act or omission of the CUFCT, its officers, employees, agents, members, guests, etc.

#### **ARTICLE TWENTY FOUR – BULLETIN BOARDS, WEBSITES and E-MAIL**

The CUFCT shall have the right to the exclusive use of five (5) bulletin boards or portions thereof for the publication of appropriate official notices. These bulletin boards shall be reasonable in size and located in places agreed to between The Cooper Union and the CUFCT. Notices posted on these bulletin boards must be approved and initialed by the President of the CUFCT or his or her authorized designee.

In addition, The Cooper Union will provide facilities for the CUFCT to maintain a website to provide information to its members and the greater Cooper Union community. Also, in order to facilitate the timely provision of information to its members, The Cooper Union will provide the CUFCT with an e-mail address and e-mail support.

#### **ARTICLE TWENTY-FIVE – MEETINGS**

Unless both parties otherwise agree, the President of The Cooper Union, or a designee, and the President of the CUFCT, or a designee, shall meet at least twice each month to discuss and consult on matters affecting the terms and conditions of employment of bargaining unit members and on any other matter related to this Agreement.

#### **ARTICLE TWENTY-SIX – EXCHANGE OF INFORMATION**

- A. Timeliness.** Upon reasonable request, The Cooper Union or the CUFCT, as applicable, shall make available to the other, within a reasonable time, all information which the requesting party reasonably requires to administer this Agreement and which the requesting party is entitled to obtain under the provisions of the National Labor Relations Act, as amended, or other law.

- B. Newly-Hired Bargaining Unit Members, Change in Employment Status, and Annual List of Members.** The Cooper Union agrees to furnish to the CUFCT the names of newly-hired members of the bargaining unit, their addresses, and social security numbers within thirty (30) calendar days of the date of employment. In addition, The Cooper Union agrees to notify the CUFCT of all changes in the employment status of members of the bargaining unit within thirty (30) calendar days after the date of the change. The Cooper Union also agrees to furnish to the CUFCT a complete list of the names of the members of the bargaining unit, their addresses and social security numbers, on or before the last day of the first month of each academic year.
- C. Written Communication.** All written communications from The Cooper Union to the CUFCT shall be sent or delivered to the President of the CUFCT or to a designee. All written communications from the CUFCT to The Cooper Union shall be sent or delivered to the President of The Cooper Union or to a designee.

#### **ARTICLE TWENTY-SEVEN – BARGAINING UNIT SIZE**

During the life of this Agreement, the overall size of the bargaining unit shall not be reduced permanently below 56, except that if economic or academic necessity requires a reduction in the number of permanent bargaining unit positions, total non-bargaining unit teaching-hours and librarian work-hours will be reduced in comparison with total bargaining unit teaching-hours and librarian work-hours so as to restore the ratio between them as existed on April 9, 1987. For the purposes of determining whether a permanent reduction has occurred, any temporary absence of any member of the bargaining unit who is away on any form of temporary leave (e.g., Sabbatical Leave, Unpaid Leave of Absence, Child Care Leave, Illness, Vacation, et al.) shall not be counted as a permanent reduction. Unless otherwise agreed by the parties, in the event of a resignation, retirement, death or other termination of employment of a member of the bargaining unit at any time during the period beginning on July 1 through November 15 of the succeeding academic year, the proportional calculation to determine whether there has been a permanent reduction in the overall size of the bargaining unit shall be made as of the beginning of the academic year following the particular November 15. If any such termination occurs at any time after November 15 through June 30, then the required proportional calculation shall be made as of the beginning of the second academic year following the date of the termination.

#### **ARTICLE TWENTY-EIGHT – CHECKOFF AND UNION SECURITY**

- A.** Upon receipt of a bargaining unit member's written authorization (specimen copy of which is annexed hereto as Exhibit B), which shall not be irrevocable for more than one year or beyond the termination date of this Agreement, whichever occurs sooner, The Cooper Union shall deduct from such employees' salaries in accordance with this Agreement, such employees' CUFCT dues or Agency Fees as certified by the Treasurer of the CUFCT and remit same to the duly authorized representative of the CUFCT, together with a list of the names of the employees from whose salaries deductions were made. Such a written authorization may be revoked by the employee by written notice to The Cooper Union. In absence of such notice of revocation, the authorization shall be automatically renewed for an additional yearly period or until the end of the collective bargaining agreement, whichever occurs sooner. The Cooper Union agrees to transmit to the CUFCT dues and Agency Fees deducted for a pay period in a timely manner, by the 15th day of the month immediately following the last workday of the applicable pay period. The Cooper Union shall furnish information relative to employees' salary changes to facilitate the CUFCT's monitoring of dues and agency fee deductions. Such information shall be furnished by the 15th day of the month immediately following the salary



change. The CUFCT shall have the exclusive right of check off. The CUFCT agrees to hold The Cooper Union free from all liability in connection with dues and agency fee collections except for the lack of ordinary diligence and care in transmittal of the monies to the CUFCT.

- B.** Effective September 1, 2003 all Employees covered by the Agreement who fail voluntarily to acquire and maintain membership in the CUFCT, shall be required as a condition of continued employment to pay to the CUFCT each month, beginning no later than thirty-one (31) days after the date of their employment, or the ratification of the Agreement, whichever is later, an Agency Fee (a service charge as a contribution toward the cost of administration of the Agreement and the representation of Employees). The amount of such Agency Fee shall be not more than the amount uniformly required to be paid as dues by those Employees who choose to become members of the CUFCT. The CUFCT agrees that it will indemnify and hold Cooper Union harmless from any damages and/or costs and expenses sustained by reason of any action taken by Cooper Union under this Section B.

### **ARTICLE TWENTY-NINE – CONVENTIONS**

At no expense to itself, The Cooper Union shall permit two members of the bargaining unit to attend regularly scheduled conventions of the CUFCT's affiliates (i.e., NYSUT, AFT, AFL-CIO) which occur during any academic year during which this Agreement is in effect without loss of pay or any other benefit covered by this Agreement, on the understanding that any such employee whose work will be interrupted by reason of attending any such convention has the responsibility to inform the appropriate Dean or administrator sufficiently in advance of the convention about the nature of such absence and, in addition, to take all reasonable steps necessary to insure that his or her responsibilities to The Cooper Union and its students are fulfilled.

### **ARTICLE THIRTY – MANAGEMENT RIGHTS**

The Cooper Union retains its rights to exercise the ordinary and customary rights of management, such as hiring, directing and scheduling Faculty and Librarian work; planning, directing, and controlling operations; utilizing facilities; modifying, discontinuing, eliminating, instituting, reorganizing or combining programs or other operations; promulgating reasonable rules and regulations; and introducing any new or improved technique, method, or facility. In addition, all of the foregoing rights shall be exercised by The Cooper Union in a manner which is consistent with the express provisions of this Agreement.

### **ARTICLE THIRTY-ONE – NO STRIKE OR LOCKOUT**

The parties agree that it is of primary importance to provide uninterrupted service to the Cooper Union Community and all those served by it. In this context, the CUFCT agrees that neither it nor any member of the bargaining unit, any employee, agent, representative or CUFCT official shall be entitled to engage in or encourage any strike, sympathy strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of The Cooper Union, and, on its part, The Cooper Union agrees that it will engage in no lockout. Any activity protected pursuant to the terms of Article Two (Academic Freedom) shall not be construed to violate the terms of this Article.

### **ARTICLE THIRTY-TWO – PERSONNEL FILES**

- A. Maintenance of Files.** Excluding external confidential letters of recommendation and all other confidential letters of recommendation prior to the ratification date of this contract which relate to matters concerning promotion, reappointment and tenure, all written data with

respect to any fact or event pertaining to the employment of any member of the bargaining unit which comes into existence following the execution of this Agreement and which The Cooper Union should reasonably expect to rely on in the processing of a grievance (under that article), shall be required to be reduced to writing and placed in the appropriate individual's personnel file within sixty (60) days from the time of such fact or event or within sixty (60) days from the time that The Cooper Union should reasonably have become aware of that fact or event, whichever is later. A central personnel file will be kept in the office of the Administrative officer designated by the President. In addition, the central personnel file should include the usual pre-employment materials such as college transcripts, letters of application, curriculum vitae, evaluation reports, correspondence and copies of materials reflecting professional developments and achievements.

- B. Notification of Material Being Placed in File.** Each member of the bargaining unit shall be informed when material prepared by someone other than the affected individual is placed in his or her file, and shall be provided with a copy of the material upon request and shall have the right to append or affix his or her comments to the file.
- C. Right to Inspect File.** Upon reasonable notice, but in no event less than forty-eight (48) hours before the requested inspection, a member of the bargaining unit (in the company of his or her CUFCT representative if so desired) may inspect his or her file at a reasonable time during normal business hours and may secure copies of any materials contained therein. The file may also be opened to duly authorized personnel who are charged with responsibility in the areas of evaluation, promotion, tenure and reappointment. Statements received in connection with an employee's initial appointment, however, shall not be available for inspection, on the understanding that after the event of employment, such statements shall be placed in a sealed envelope which may be opened only by the President or Chief Academic Officer, and on the further understanding that no copy of any such statement shall be transmitted to any other person unless the affected member of the bargaining unit makes a prior written request to the Administration.
- D. Only File Maintained.** No other personnel file shall be maintained by The Cooper Union covering members of the bargaining unit.
- E. Numbering of Documents.** Each document placed in a bargaining unit member's personnel file shall be numbered sequentially in the order that each is placed therein.
- F. Anonymous Material.** No anonymous material may be placed in the personnel file. Upon receipt of anonymous material by any officer of The Cooper Union, the material will be forwarded to the Chief Academic Officer. This Officer will date the material and will inform the unit member of the receipt of such material and will give the unit member a copy of the material. The material will then be placed in a sealed envelope, which will be kept in the office of the Chief Academic Officer. The unit member will be informed of the original source at The Cooper Union of such material. There will be no distribution of such material.

### **ARTICLE THIRTY-THREE – DISCIPLINE**

- A. Discipline Notice.** All matters involving discipline, including discharge in the cases of librarians and non-tenured faculty, shall be for just and sufficient cause. No discipline notice (including a warning notice) shall be valid unless it is in writing and states the specific grounds and circumstances on which it is based.

- B. Failure to Protest.** The failure of a member of the bargaining unit or the CUFCT to grieve or protest a warning notice shall not be deemed to be an admission by the member of the bargaining unit or the CUFCT that any statement in the warning notice is true.

#### **ARTICLE THIRTY-FOUR – DISMISSAL OF TENURED FACULTY**

- A. Adequate Cause.** Anyone who holds tenure at The Cooper Union may be dismissed from his/her position only for adequate cause proved by a clear preponderance of the evidence. Adequate cause shall be understood to mean any of the following:
1. professional incompetence due to either continuing physical or mental disability;
  2. professional incompetence manifested by gross neglect of duty, or grave and continued disregard of scholarly standards or professional responsibilities (advocacy of an unpopular cause or opinion shall not in itself be considered adequate cause for dismissal);
  3. conviction of a crime involving moral turpitude which is proven beyond a reasonable doubt;
  4. a demonstrably bona fide extreme financial condition at The Cooper Union that necessitates the abolition of the position held by a Faculty member. (If a tenure appointment is terminated for this reason, the dismissed Faculty member's position shall not be filled by a replacement within a period of three years, unless the released Faculty member has been offered reinstatement and has declined.)
- B. Payment Upon Termination: Physical or Mental Disability.** If the appointment of a Faculty member having tenure is terminated for the reason stated in paragraph A, subdivision 1, above, any such terminated Faculty member shall be paid each month for eighteen (18) months following the event of termination an amount equal to his or her salary at the time of termination less any amount received during each month by such Faculty member as disability compensation resulting from the employment relationship between The Cooper Union and the Faculty member, either directly or indirectly, as applicable.
- C. Payment Upon Termination: Gross Neglect and/or Criminal Activity.** If the appointment of a Faculty member having tenure is terminated for the reason stated in Section A, subdivision 2 or 3 of this Article, above, he/she shall receive his/her salary for a minimum of one month after the date of the termination.
- D. Payment Upon Termination: Financial Condition of The Cooper Union.** If the appointment of a Faculty member having tenure is terminated for the reason stated in paragraph A, subdivision 4 of this Article, above, he/she shall receive his/her salary for a minimum of twelve (12) months following the date of termination of services. A minimum of six months' notice shall be given in the case of any such termination. The Cooper Union also agrees that it will negotiate with the CUFCT about the effects of any decision made by The Cooper Union to exercise its rights under Section A, Subdivision 4 of this Article.

#### **ARTICLE THIRTY-FIVE – GRIEVANCE and ARBITRATION PROCEDURES**

- A. Informal Discussions.** The following procedures should not be construed to limit informal discussions between a member of the bargaining unit and representatives of The Cooper Union which may be used for the purpose of resolving complaints and grievances before they achieve the status of formal grievances, on the understanding that no resolution shall be made which is inconsistent with the terms and conditions of this Agreement.

- B. Definition of Grievance.** A grievance as used in this Article shall mean any dispute concerning the application, interpretation, or reasonableness thereof or other claimed violation of any term or condition of this Agreement other than those addressed in Article Two.
- C. Definition of Grievant.** A grievant is understood to mean: (1) an individual member of the bargaining unit; (2) a group of members of the bargaining unit having the same grievance; or (3) the CUFCT.
- D. Processing a Grievance.** A grievance shall be processed in each of the following successive steps between the parties involved in each step.

**1. Formal Steps**

**Step 1.** The grievance shall be presented in writing by the grievant or designee to the Dean of the grievant's Faculty or to the Library Director, as appropriate, within 45 days from the date on which the alleged grievance occurred or from the date on which the grievant reasonably should have known about the matter being grieved. The Dean or Library Director, as appropriate, shall meet with the grievant and/or his or her designee within 5 working days from the day of original presentation of the grievance. Said Dean or Library Director shall respond to the grievance in writing within 10 working days from the date of said meeting. If the grievance is not satisfactorily settled or withdrawn at Step 1, it shall be subject to the provisions of Step 2.

**Step 2.** Within 10 working days of receipt of the Step 1 decision, the grievance shall be presented by the grievant or designee to the Chief Academic Officer, or his or her designee. At this time the grievance shall set forth specifically the facts on which it is based, and shall also designate each portion of this Agreement claimed to have been violated. Within 5 working days from receipt of the grievance, the Chief Academic Officer shall meet with the grievant and/or designee to discuss the grievance and possible resolutions of same. Within 10 working days from date of said meeting, the Chief Academic Officer shall respond in writing. If the grievance is not satisfactorily settled or withdrawn at Step 2, it shall be subject to the provisions of Step 3.

**Step 3.** Within 20 working days from receipt of the Step 2 decision of the Chief Academic Officer, the CUFCT may submit the grievance to Arbitration under and in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association, as they exist from time to time. The Cooper Union and the CUFCT will accept Carol Wittenberg as the designated Arbitrator for all arbitrations under this Agreement. The expense of the Arbitration shall be borne equally by the parties. The award of the Arbitrator shall be in writing, and shall be final, conclusive, and binding on the parties.

- 2. Powers of Arbitrator.** The Arbitrator shall limit his or her decision to the application and interpretation of the provisions of this Agreement and shall have no power to add to, subtract from, or otherwise modify the provisions of this Agreement in arriving at a decision relative to the grievance presented for resolution.
- 3. Appeal.** If The Cooper Union fails to respond at any step of the grievance procedure, the CUFCT and/or the grievant may appeal the grievance to the next higher step. The time limits set forth in this article may be extended by written agreement of the parties. Any grievance not initiated or appealed in accordance with the above shall be deemed waived.
- 4. Failure to Appeal.** If a grievant which is not the CUFCT fails to appeal according to the time limits contained in the formal steps of the grievance and arbitration procedure, The

Cooper Union shall so notify the CUFCT, and the CUFCT shall have an additional 10 working days after notification to appeal the grievance to the next step.

- 5. Definition of "Working Days."** As used in this Article, the references to "working days" shall be deemed to exclude holidays, Saturdays, Sundays, and any day on which The Cooper Union is in recess, with the exception that for the purpose of calculating time periods relating to any grievance involving the discharge of an employee under the Article on Discipline, recess times shall not be excluded.
- E. Scheduling of Hearings.** Consistent with the reasonable needs of The Cooper Union, all reasonable steps shall be taken to schedule hearings under this procedure at a time and place which will afford a fair and reasonable opportunity for the grievant and witnesses to be heard. Any employee whose work is interrupted by reason of participation in this procedure has the responsibility to inform the appropriate Dean or Library Director, as applicable, of the nature of such interruption, and to take all reasonable steps to ensure that his or her responsibilities to The Cooper Union are fulfilled.
- F. Rights of Grievant.** At all formal steps of this procedure, a grievant and/or designee shall have the right: (1) to be present at all grievance steps and at the arbitration hearing; (2) to give testimony; (3) to call witnesses to give testimony on his or her behalf; (4) to cross-examine witnesses; (5) to be represented by counsel or other designee of the grievant's choosing; except that The Cooper Union agrees that it will not recognize any employee or Faculty organization other than the CUFCT, who or which is the representative of any other Faculty or teachers' organization, internal or external to The Cooper Union, which represents or seeks to represent Faculty in collective bargaining.
- G. Representation by CUFCT.** When the bargaining unit member is not represented by the CUFCT at any step of the grievance procedure, The Cooper Union shall give formal notice within a reasonable time prior to the scheduled meeting to the CUFCT of the claimed grievance and the time and place of any hearing. The CUFCT may be present and state its views whenever the decision on the grievance would involve the application or the interpretation of this Agreement or have impact on the terms and conditions of employment. No resolution will be made which is contrary to the terms and conditions of this Agreement. If the grievant is not the CUFCT, The Cooper Union will send copies of all appeals, decisions, and resolutions to the CUFCT at substantially the same time the grievant is notified.
- H. Access to Relevant Data and Information.** The grievant and the CUFCT shall have the right to all relevant data and information necessary to resolve the specific grievance.

#### **ARTICLE THIRTY-SIX – MATTERS NOT COVERED**

With respect to matters not expressly covered by this Agreement, The Cooper Union agrees that it will consult and negotiate with the CUFCT prior to making any change affecting, or having impact on, the terms and conditions of employment which are mandatory subjects of collective bargaining, as required under the terms of the National Labor Relations Act.

#### **ARTICLE THIRTY-SEVEN – SUCCESSOR CLAUSE**

This Agreement shall be binding on any successor, assignee or transferee of ownership and control of either The Cooper Union or the CUFCT, as applicable, and advance notice of the terms of this Agreement shall be given by the party being succeeded, transferred or assigned to any such successor, assignee or transferee.

### **ARTICLE THIRTY-EIGHT – SEPARABILITY**

In the event any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court or administrative agency of competent jurisdiction (a) all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and (b) either party on ten (10) days written notice to the other may demand that the parties enter into negotiations to attempt to negotiate a substitute provision for the provision declared to be illegal, void or invalid ("substitute interim provision") subject to the understandings that (1) if any substitute interim provision is accepted in writing by the parties, such substitute agreement may be terminated thereafter by either party within thirty (30) days from the issuance of a subsequent judgment, order or other instrument issued by any court or administrative agency, and (2) upon any such termination, either party on 10 days written notice to the other may demand that the parties enter into negotiations in order to negotiate about a permanent substitute provision.

### **ARTICLE THIRTY-NINE – THE ENTIRE AGREEMENT**

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and, unless otherwise agreed to by both parties, negotiations will not be reopened on any item contained herein during the life of this Agreement. Notwithstanding the above, this Agreement may not be changed during its term except by written instrument signed by both parties hereto.

### **ARTICLE FORTY – NEW COMMITTEES**

- A. 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.
- 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. 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.

### **ARTICLE FORTY-ONE – TERM OF AGREEMENT**

- A. Unless otherwise specifically provided, this Agreement shall be effective on September 1, 2013 and shall continue in full force and effect until August 31, 2016.
- B. The Cooper Union and the Federation agree to enter into negotiations for a new agreement not later than the 90th day immediately preceding the date of termination of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year noted below.

**The Cooper Union for the  
Advancement of Science and Art**

By: William E. Mea  
William E. Mea, Acting President and  
Vice President for Finance & Administration  
and Treasurer

Date: 9/20/2016

**Cooper Union Federation of College  
Teachers, Local 3163, NYSUT, AFT**

By: Peter S Buckley  
Peter Buckley, President

Date: Sept 20<sup>th</sup> 2016

**EXHIBIT A  
UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD**

The Cooper Union for the Advancement  
of Science and Art, Employer

and

Cooper Union CUFACT of College  
Teachers, Petitioner.

TYPE OF ELECTION: (check one)  
Also check box below where appropriate

- Consent Agreement
  - Stipulation
  - Board Direction  (b) (7)
  - RD Direction
- Case#: RC-18460

**CERTIFICATION OF REPRESENTATIVE**

An election having been conducted in the above matter under the supervision of Regional Director of the National Labor Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a collective bargaining representative has been selected; and no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefore; Pursuant to authority vested in the undersigned by the National Labor Relations Board, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for COOPER UNION FEDERATION OF COLLEGE TEACHERS and that, pursuant to Section 9(a) of the National Labor Relations Act, as amended, the said labor organization is the exclusive representative of all employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

**UNIT INCLUDED:** All faculty on full-time appointment including instructors, assistant professors, associate professors, full professors, and librarians and assistant librarians.

**EXCLUDED:** All other employees including the president, deans, assistant deans, acting deans, division heads, acting division heads, visiting faculty, secretaries, guards, library head, library assistants, library technicians, researchers, laboratory, managers, directors, administrators, administrative assistants, administrative counselors, controller, registrar, provost, maintenance employees, laboratory technicians, laboratory assistants, engineering technicians, shop assistants and all supervisors as defined in the Act.

Signed at New York, N.Y.  
On the 24th day of October 1974  
NATIONAL LABOR RELATIONS BOARD

\_\_\_\_\_  
Regional Director, Region 2  
Original on file



**EXHIBIT B**  
**AUTHORIZATION OF PAYROLL DEDUCTIONS FOR**  
**UNION MEMBERSHIP DUES and AGENCY FEES**

I hereby authorize and direct The Cooper Union For The Advancement of Science and Art ("The Cooper Union") to deduct from my salary each month my (check one):

membership dues in the Cooper Union Federation of College Teachers ("CUFCT")

OR

Agency Fee

in the amount certified by the CUFCT from time to time to The Cooper Union as the correct amount of monthly dues or agency fees, and I hereby authorize The Cooper Union to forward the monies deducted to the Treasurer of the CUFCT.

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Employee Signature

Date:\_\_\_\_\_

**EXHIBIT C**  
**THE COOPER UNION DENTAL PLAN**

- A. Plan Description.**<sup>1</sup> Cooper Union agrees to establish a self-administered, direct reimbursement dental plan as outlined below:
1. The plan shall be a secondary plan.
  2. The plan shall be a retroactive plan.
  3. Effective January 1, 2000, the plan shall be based on the calendar year January 1 to December 31 instead of the academic year September 1 to August 31. A pro-rata increased aggregate monetary amount has been agreed upon for the transitional period September 1, 1998 to December 31, 1999.
  4. Coverage shall be at the rate of:
    - a. 100% Diagnostic & Preventive
    - b. 80% Basic
    - c. 60% Major
    - d. 50% Orthodontia (\$1,500 lifetime maximum per covered person)
    - e. A onetime \$50 annual deductible for combinations of items b, c, and d per covered person, up to \$150 annual maximum deductible per family.
- B. Persons Covered.** Persons covered shall be all those bargaining unit members employed by Cooper Union as of September 1, 1988 or thereafter and their dependents; as well as other persons employed by Cooper Union whose eligibility shall be determined by the Administration.
1. **Dependents.** Your dependents become eligible for this coverage on the date that you become eligible for coverage. Your dependents may be:
    - a. your lawful spouse or legally recognized same-sex domestic partner;
    - b. your unmarried children under the age of twenty-three (23) years if: the child is your biological child, your legally adopted step-child, your stepchild, a child for whom your adoption proceedings are pending, or a child for whom you are the legal guardian.
    - c. your unmarried child who is at least twenty-three (23) years of age, but under twenty-six (26), registered as a full-time student at an accredited Institution of Higher Learning and is dependent upon you for financial support; and your unmarried your unmarried child of age nineteen (19) or older who is prevented from self-sustaining employment because of disability or mental retardation and is dependent on you for financial support, provided that there is medical evidence, satisfactory to The Cooper Union, to support that the child was disabled on the day before reaching age nineteen (19) or twenty-six (26) if a full-time student. The satisfactory proof of the child's continuing physical or mental disability must be provided to The Cooper Union each academic year.

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<sup>1</sup>Definitions applicable to The Cooper Union Dental Plan are as follows: **Direct Reimbursement**, any dentist of your choice, no set maxima on various procedures, simplified claim forms; **Secondary Plan**, Cooper Union's coverage shall take effect only after any other insurance (if available to the insured person) has been applied; **Retroactive Plan**, after the initial reimbursement (\$500 per person covered), bargaining unit members may be retroactively reimbursed additional money based on the utilization of the plan. Cooper Union guarantees, if the claims warrant, to reimburse all covered costs incurred during the plan year, up to a total of \$100,000 net.

- 2. Voluntary Severance Incentive Plan Participants.** Bargaining unit members who have accepted Cooper Union's 1988 Early Retirement Plan and their dependents, shall be covered until the bargaining unit member's 70th birthday.
- C. Preliminary Annual Maximum Benefit.** The preliminary annual maximum benefit shall be \$500 per person covered. On December 31, any residual funds in the pool of money set aside as described in paragraph IV below shall be distributed to all persons who have exceeded the individual maximum during the year. This reimbursement shall be prorated and based on the percentages as outlined in Paragraph A (4).
- D. Maximum Aggregate Benefit - Dental Plan.** For all covered persons, Cooper Union agrees to pay out in dental benefits a sum not to exceed \$100,000 (and not less than \$58,833 for bargaining unit members and their dependents if their claims reach this total). A pro-rata increased aggregate amount of not less than \$41,629 for bargaining unit members has been agreed upon for the transitional period September 1, 1998 to December 31. These amounts are net amounts exclusive of all administrative and related costs.
- E. Partial Listing of Cooper Union Dental Benefit Service Categories.**
- 1. Diagnostic/Preventive Services** – 100% (Deductible does not apply). Those dental services identified in the American Dental Association's Code on Dental Procedures and Nomenclature as Code #00100-00999, including: (a) initial, periodic or emergency clinical oral examinations; (b) Most dental radiographs including full mouth series, bitewing radiographs, and periapical radiographs; (c) Tests and laboratory examinations; (d) Dental prophylaxis (cleaning); (e) Topical application of fluoride; (f) Space maintenance therapy in primary and/or transitional (or mixed) dentition.
  - 2. Basic Services** – 80% (Deductible applies). Examples of Basic Services include: (a) restorations of diseased teeth (fillings) with amalgam, silicate, acrylic, synthetic porcelain, or composites; (b) extractions of non-impacted teeth, including local anesthesia and routine post-operative care; (c) Most oral surgery, including local anesthesia and routine post-operative care; (d) emergency palliative treatment; (e) Antibiotic injections by the attending dentist.
  - 3. Major Services** – 60% (Deductible applies). Examples of Major Services include: (a) Restorations of diseased teeth with inlays, onlays, gold fillings or crowns; (b) Fixed or removable bridgework and complete or partial dentures; (c) Replacement, repair or recementing of crowns, inlays, onlays, fixed or removable bridgework, and complete or partial dentures; (d) Relining or rebasing of dentures; (e) Extraction of impacted teeth, including local anesthesia and routine post-operative care; (f) General anesthetics, when needed as part of oral or dental surgery; (g) Cast post and core in addition to bridgework or crown; (h) Implants; (i) Periodontal Services; (j) Endodontic treatment, including root canal therapy.
  - 4. Orthodontic Services** – 50% (Deductible applies). Orthodontic Services are identified in the American Dental Association's Code on Dental Procedures and Nomenclature as Codes #0800-08999. May also include certain types of radiographic and diagnostic procedures.

**EXHIBIT D**  
**THE COOPER UNION OPTICAL PLAN<sup>1</sup>**

- A. Plan Description.** As previously agreed, Cooper Union shall establish a self-administered, direct reimbursement optical plan as outlined below:
1. The plan shall be a secondary plan.
  2. The plan shall be a retroactive plan.
  3. The plan shall be a biennial plan. Effective January 1, 2000, the plan shall be based on the calendar year January 1 to December 31 instead of the academic year September 1 to August 31. A pro-rata increased aggregate monetary amount has been agreed upon for the transitional period September 1, 1998 to December 31, 1999.
  4. Coverage shall be for the following vision care expenses incurred on or after September 1, 1989: (a) Professional examinations of the eyes; (b) The purchase of corrective lenses; (c) The purchase of frames for corrective lenses. The reimbursement of this expenditure shall be limited to \$150.00 per covered person; (d) The purchase of one pair of corrective contact lenses or two single corrective contact lenses.
- B. Persons Covered.** Persons covered shall be the same as those covered by Cooper Union's dental plan. Additionally, effective September 1, 1999, retired bargaining unit members will be eligible to participate in the plan.
- C. Preliminary Biennial Maximum Benefit.** The preliminary biennial maximum benefit shall be \$175.00 per person covered. On December 31st every second year of the plan, any residual funds in the pool of money set aside as described in paragraph IV below shall be distributed to all persons who have submitted eligible claims in excess of the individual maximum during the two-year period. This reimbursement shall be prorated.
- D. Maximum Biennial Aggregate Benefit – Optical Plan.** For all persons covered, Cooper Union agrees to pay out in optical benefits a sum not to exceed \$53,600 (and not less than \$20,815 annually for bargaining unit members and their dependents, provided that their eligible claims reach this total). These amounts apply to the two-year period beginning January 1, 2000 and are net amounts exclusive of all administrative and related costs

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<sup>1</sup> The optical plan is a retroactive direct reimbursement plan, according to which the cost of optical services shall be reimbursed corresponding to agreed-upon parameters. These parameters and all other component parts of the optical plan shall be negotiated.

**EXHIBIT E**  
**MEDICARE PLAN (Part B)**

Retired Bargaining Unit Members are required to participate in Medicare Plan B once they become eligible. As an offset to the cost of the plan, however, The Cooper Union agrees to reimburse the bargaining unit members and their spouses, if any, for the amount of a the premium they would be paying for Part B. This would allow Medicare to be the first line of coverage and The Cooper Union Medical Plan to provide secondary coverage.

If, however, after the eligible retiree has in good faith been reimbursed by The Cooper Union but fails to participate in Medicare Plan B then that retiree would be required to carry the burden which would have been paid for by Medicare Part B.

**EXHIBIT F-1**  
**VOLUNTARY SEVERANCE INCENTIVE PLAN**  
**(Dated May 6, 1992)**

- A. Time frame.** The offer of this plan will apply to severance starting the academic years of 1992-93, 1993-94, 1994-95 and 1995-96. Members of the bargaining unit who wish to participate must notify the Provost in writing no later than June 1st, 1992 for separation starting in the 1992-93 academic year, and by May 1st thereafter [dates of application] for each of the three remaining years of the plan, of their willingness to resign effective the following August 31st [date of separation].
- B. Eligibility.** A bargaining unit member is eligible to participate in the plan if, as of the effective date of his or her separation, the member will have reached the age of 55 and will have completed 25 years of full-time service at Cooper Union. For the purpose of this article, a bargaining unit member is a person who is currently a member of the bargaining unit as of May 1, 1992, or who as formerly a member of the bargaining unit for at least two years.
- C. Maximum Number of Participants.** The maximum number of bargaining unit members who will be allowed to participate during the four plan years is as follows [plan years]: 1992-93 Academic year, 4 members; 1993-94 Academic year, 2 members; 1994-95 Academic year, 1 member; and 1995-96 Academic year, 1 member.

If less than the yearly number of bargaining unit members choose to participate in any of the first three plan years then those opportunities will be carried forward to the following plan year(s) with the provision that no more than four bargaining unit members will be accepted to participate in the Severance Incentive Plan in any one year.

If the number of applications for any one year exceeds the stated maximum or its adjustment as indicated in the previous paragraph, applicants will be accepted based on length of full-time service (seniority) at Cooper Union. In case of applicants being tied for seniority based on years of full-time service, prior part-time teaching at Cooper Union will be additional criteria for establishing seniority.

**D. Benefits.**

- 1. Severance.** The Cooper Union will pay to the participant a sum equal to twice the base salary earned during the member's last academic year of full-time service. In addition, if the participant would have been eligible to take a sabbatical leave during either one of the two academic years immediately following the date of separation, Cooper Union will pay the participant an additional two-thirds of the base salary described above.
- 2. Retirement.** The Cooper Union will also make a payment to the participant's regular TIAA/ CREF retirement account in an amount equal to 10% of the total amount paid as severance, inclusive of sabbatical pay, if any and other payments as are applicable by law.
- 3. Medical.** The Cooper Union will continue to pay for medical insurance for the participant, his/her spouse, and eligible children, if any, during their lifetimes. However, the participant and his/her spouse must apply for Medicare as soon as each is eligible by law to do so, and coverage under the Cooper Union program will be reduced by the amount of medical coverage to which the member and spouse are entitled under Medicare.
- 4. Dental/Optical.** Neither participants nor their families will continue to receive Dental or Optical benefits after the date of separation.

5. **Tuition Assistance.** The Tuition Assistance Plan appended to the Agreement will apply to participants with respect to tuition costs incurred during the four academic years immediately following the date of separation.
  6. **Library.** The participating member will, upon request, receive a non-transferable borrower's library card for the Bobst Library at New York University. This card will be effective for a maximum period of two academic years immediately following the date of separation. The Cooper Union library will remain accessible to the participant for life.
- E. Payment Choices.** Participants are strongly encouraged by both The Cooper Union administration and the CUFCT to seek professional financial guidance regarding the financial and tax implications of this agreement. Prior to the date of separation, the participant must elect to take payment in one of the following ways: (1) Lump-sum payment of the entire amount within 60 days of the date of separation; (2) Equal payments over a 23 month period starting with the first month immediately following the date of separation; or (3) Other possible alternative methods of payment proposed by participants will be considered by the administration provided they are proposed by the date of application.
- F. Death of Participant.** If a bargaining unit member who has been accepted for participation in this plan should die, then any unpaid severance will be paid to the participant's estate. Tuition Assistance, as provided for in IV - E., will not be affected by the member's death.
- G. Replacement of Participants.** A good faith effort shall be made to replace a separating bargaining unit member with a full-time faculty member/librarian within one academic year.
- H. Return to Teaching at Cooper Union.** Persons who elect to participate and are granted the Severance Incentive Plan, may not return to teach any for-credit courses at Cooper Union in any degree granting program, except as follows: A maximum of one course per semester in each of the two years immediately following the date of separation and one course for only one semester in the third year following the date of separation. Thereafter, there shall be no further teaching at Cooper Union by the participant.

**EXHIBIT F-2**  
**VOLUNTARY SEVERANCE INCENTIVE PLAN**  
**(Dated December 13, 2000)**

- A. Time frame.** This plan will apply to separations effective August 31, 2001, August 31, 2002, and August 31, 2003. Members of the bargaining unit who wish to participate must notify the Vice President for Business Affairs and Treasurer in writing (a) by no later than January 26, 2001 of their willingness to resign effective August 31, 2001 or August 31, 2002, and (b) during the month of January 2002, of their willingness to resign effective August 31, 2003.
- B. Eligibility.** A bargaining unit member is eligible to participate in the plan if, as of the effective date of his or her resignation, the member (a) will have reached the minimum age of 55, and (b) the member's age plus years of full-time service will equal eighty (80) or more.
- C. Maximum Number of Participants.** The maximum number of bargaining unit members who will be allowed to participate is as follows:

**Resignation Effective Date**

- August 31, 2001 – 3 members
- August 31, 2002 – 4 members
- August 31, 2003 – 3 members

If fewer than the maximum number of members participate in the first year (i.e., resignations effective August 31, 2001), then five (5) members (rather than four (4)) will be permitted to participate effective August 31, 2002. If the total number of participants in the first two (2) years combined is fewer than seven (7), then four (4) members (rather than three (3)) will be permitted to participate effective August 31, 2003.

If the number of applications for any one year exceeds the maximum, applicants with the highest number, when age and years of full-time service are combined, will be selected. In the event of a tie, the applicant with the greater amount of full-time service will be selected. If years of full-time service are equal, the applicant with the most part-time teaching service at The Cooper Union will be selected.

- D. Benefits.** A participant is an eligible faculty member who is accepted for participation under this plan and whose resignation, in accordance with said participation, has become effective. Participants shall receive the following:
  - 1. Severance.** The Cooper Union will pay to the participant a sum equal to twice the base salary earned during the member's last academic year of full-time service. Base salary shall not include any payment made in lieu of a sabbatical pursuant to Section VII below.
  - 2. Retirement.** The Cooper Union will also make a payment to the participant's regular TIAA/CREF retirement account in an amount equal to 10% of the total amount paid as severance to the extent permitted by law and the applicable TIAA/CREF plan.
  - 3. Medical.** The Cooper Union will continue to pay for medical insurance for the participant, his/her spouse, and eligible children, if any, during their lifetimes. However, the participant and his/her spouse must apply for Medicare as soon as each is eligible by law to do so, and coverage under the Cooper Union program will be reduced by the amount of medical coverage to which the member and spouse are entitled under Medicare.



- 4. Dental/Optical.** Participants and their families will be eligible for Optical benefits after the date of separation. Participants and their families will not, however, be eligible for dental benefits after the date of separation.
  - 5. Tuition Assistance.** The Tuition Assistance Plan in the Collective Bargaining Agreement will apply to participants with respect to tuition costs incurred during the four (4) academic years immediately following the date of separation.
  - 6. Library.** The participating member will, upon request, receive a non-transferable borrower's library card for the Bobst Library at New York University. This card will be effective for a maximum period of two (2) academic years immediately following the date of separation. The Cooper Union library will remain accessible to the participant for life.
- E. Severance Payment.** Half of the severance will be paid in a lump sum during the first week of the January following the participant's separation date. The remaining half will be paid during the first week of the following January.
- F. Death of Participant.** If a participant should die, any unpaid severance will be paid to the participant's estate. Tuition Assistance, as provided for in Article Seven, Section C, will not be affected by the member's death. The member's estate will be responsible to repay any loan made to the member in accordance with the Tuition Assistance Plan.
- G. Sabbatical.** If a participant would have been eligible to receive a sabbatical during either of the two academic years immediately following the participant's date of separation, Cooper Union will pay the participant, in lieu of the sabbatical, an amount equal to two-thirds (2/3rds) of the base salary that the participant received during his or her last academic year of full-time service. This payment will be made on or before the participant's date of separation. It will not be included in the base salary used to calculate severance in accordance with section IV – A of this Article.
- H. Professional Advice.** Participants are strongly encouraged by both The Cooper Union administration and the CUFCT to seek professional financial guidance regarding the financial and tax implications of participating in this plan.
- I. Replacement of Participants.** A good faith effort shall be made to replace a separating bargaining unit member with a full-time faculty member/librarian within one academic year.
- J. Return to Teaching at Cooper Union.** A participant may not teach any for-credit courses at Cooper Union in any degree granting program, except as follows: a maximum of one course per semester in each of the two years immediately following the date of separation, and one course for only one semester in the third year following the date of separation.
- K. Level of Medical Benefits.** It is mutually agreed that the Medical Benefits applicable to the Voluntary Severance Incentive Plan (VSIP dated December 13, 2000) participants shall not be diminished in any manner during the lifetime of each participant, his or her spouse, and eligible children, if any.

For The Cooper Union

s/Robert E. Hawks  
Vice President for Business  
Affairs and Treasurer

For the CUFCT

s/Samuel Gelfman  
President

**EXHIBIT F-3**  
**ENHANCED SEVERANCE BUYOUT AGREEMENT**  
**(Dated June 24, 2009)**

**Memorandum of Agreement**

The Cooper Union Federation of College Teachers (“CUFCT”) and The Cooper Union for the Advancement of Science and Art (“Cooper Union”) hereby agree that Cooper Union will offer an Enhanced Severance Buyout opportunity to certain full-time, tenured faculty members under the following conditions:

The Enhanced Severance Buyout shall be available to all full-time, tenured faculty members who are sixty-five (65) years of age or older as of the date the Buyout offer is made.

The Enhanced Severance Buyout payment shall equal two (2) times the faculty member’s final annual base salary with Cooper Union (less all applicable withholding and deductions).

There shall be two Buyout offers made. The First Buyout offer will be made on or before July 1, 2009. The Second Buyout offer will be made on or before July 1, 2010. In each round, faculty members will have at least forty-five (45) days to decide whether to seek the Enhanced Severance Buyout.

There will be four Enhanced Severance Buyouts available in the First Buyout offer. There will be two Enhanced Severance Buyouts available in the Second Buyout offer. If more unit members seek the Enhanced Severance Buyout than the available buyouts, Cooper Union will accept requests to take the Enhanced Severance Buyout in age order, starting with the oldest employee to seek the Enhanced Severance Buyout.

All employees receiving the Enhanced Severance Buyout will be responsible for payment of their spouse’s Medicare Part B insurance premium. In addition, should CUFCT and Cooper Union agree in the future that retirees must pay the Medicare Part B insurance premium for themselves, then such a change will also apply to the faculty members receiving the Enhanced Severance Buyout.

As a condition of receiving the Enhanced Severance Buyout, the faculty member must agree to release Cooper Union of all claims arising out of or relating to his/her employment in a form attached as Exhibit A.

For The Cooper Union  
s/Robert E. Hawks  
Vice President for Business  
Affairs and Treasurer

For the CUFCT  
s/Richard Stock  
President

**EXHIBIT F-4**  
**ENHANCED SEVERANCE BUYOUT AGREEMENT**  
**(Dated December 23, 2009)**

**Memorandum of Agreement**

The Cooper Union Federation of College Teachers (“CUFCT”) and The Cooper Union for the Advancement of Science and Art (“Cooper Union”) hereby agree as follows with respect to the June 24, 2009 agreement concerning an Enhanced Severance Buyout opportunity to certain full-time, tenured faculty members:

As no faculty members accepted the Enhanced Severance Buyout opportunity in 2009, there shall be six (6) Enhanced Severance Buyouts available in the Second Buyout offer.

Cooper Union will send the attached letter to all eligible faculty members on or before December 31, 2009, and faculty members will have until March 31, 2010 to return the request to participate in the Enhanced Severance Buyout.

All other terms of the June 24, 2009 agreement remain in place and unaltered by the modification.

For The Cooper Union:

s/T.C. Westcott, Vice President  
Finance, Administration and Treasurer

For the CUFCT:

s/Richard Stock, President

**EXHIBIT G**  
**HEALTH CARE BENEFITS FOR VOLUNTARY**  
**SEVERANCE INCENTIVE PLAN PARTICIPANTS**

It is mutually agreed and understood between The Cooper Union for the Advancement of Science and Art and The Cooper Union CUFCT of College Teachers that the Medical Benefits applicable to the Voluntary Severance Incentive Plan (VSIP dated May 6, 1992) participants shall remain in full force and unmodified, as they existed on the date of Application, as defined in the Plan, during the lifetime of each participant, his or her spouse, and eligible children, if any.

**EXHIBIT H**  
**AGREEMENT ON THE LANGUAGE CONTAINED IN**  
**THE COLLECTIVE BARGAINING AGREEMENT**

This will confirm that in agreeing to a successor contract for the 1999-2002 term, the CUFCT has not waived its position in Unfair Labor Practice Charge No. 2-CA-26932 and The Cooper Union has not rescinded its December 15, 1996 agreement in settlement of that matter. The parties mutually recognize their continued obligation to negotiate as to the constitution, composition, voting rights, and selection and election of members for committees on which bargaining unit members serve.

**EXHIBIT I  
SIDE LETTER AGREEMENT**

Agreement made this \_\_\_ day of September, 2010 by and between The Cooper Union for the Advancement of Science and Art (The Cooper Union) and the Cooper Federation of College Teachers, Local 3163, NYSUT, AFT, AFL-CIO (the CUFCT).

Whereas, The Cooper Union and the CUFCT have entered into an agreement modifying and extending the terms of their 2005 – 2008 collective bargaining agreement to cover the period September 1, 2009 through August 31, 2011; and

Whereas, the parties have agreed to include a Side-Letter to the new contract regarding bargaining unit member contributions toward the expense of their participation in The Cooper Union Health Plan as described in Article 7 – A of the contract,

Therefore, the parties agree as follows:

All employees who are members of the bargaining unit as of July 1, 2010 will receive an automatic increase in their base salary to cover these costs. This increase in base salary is a one-time increase to base salary over and above the negotiated increases described in Article 6 of the Collective Bargaining Agreement between the parties.

For The Cooper Union:

For the CUFCT:

s/T.C. Westcott, Vice President  
Finance, Administration and Treasurer

s/Richard Stock, President