

AGREEMENT BETWEEN THE COOPER UNION FOR THE
ADVANCEMENT OF SCIENCE AND ART AND THE COOPER UNION
ORGANIZATION OF PART-TIME FACULTY

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 ORGANIZATION OF PART-TIME FACULTY, LOCAL ____, NYSUT, AFT, AFL-CIO (hereinafter referred to as the CUOP).

WHEREAS, the CUOP 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 CUOP 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 CUOP 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 CUOP agree as follows:

ARTICLE I – RECOGNITION

Pursuant to Certification of Representative in Case No. 2-RC-16460 issued by the National Labor Relations Board, The Cooper Union recognizes the CUOP as the sole and exclusive bargaining agent of those employees of The Cooper Union as designated by the Certification of Representative dated June 3, 2009 (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 with the exception of part-time faculty members that have retired from full time service at the Cooper Union, however, that the CUOP 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 II – ACADEMIC FREEDOM

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. The customary norms of academic freedom prevail at The Cooper Union.

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 display of student work at the Annual Exhibition of Student work is at the discretion of the Dean.

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 consistent with established curriculum parameters.

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 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.

ARTICLE III - EVALUATION

The School shall have the right to engage in student surveys, classroom observations and reviews of professional and academic work of all part-time faculty members. Student questionnaires shall be prepared in consultation with the CUOP. Information gathered through the means described may be used for providing feedback to the part-time faculty member and in assessing the decisions relating to reappointment and any other matter that the school determines is appropriate. Decisions relating to employment issues shall consider several aspects of the part-time faculty member's work and shall not be based upon one source of information.

ARTICLE IV – NON-DISCRIMINATION

A. Membership in the CUOP Neither the Cooper Union nor the CUOP shall interfere with, restrain, or coerce the employees in the bargaining unit because of membership or non-membership in the CUOP

B. Non-Discrimination.

The Cooper Union is an equal opportunity employer and is committed to providing a working and learning environment free from unlawful discrimination and to fostering a nurturing and vibrant community founded upon the fundamental dignity and worth of all of its members. The College does not discriminate against or permit harassment of employees or applicants for employment on the basis of race, color, sex, gender (including gender identity and expression), pregnancy, religion, creed, national origin, age, alienage and citizenship, status as a perceived or actual victim of domestic violence,

disability, marital status, sexual orientation, military status, partnership status, genetic predisposition or carrier status, arrest record, or any other legally protected status.

ARTICLE V – CUOP REPRESENTATIVES' USE OF FACILITIES AND OFFICE AND OTHER SPACE FOR BARGAINING UNIT MEMBERS

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

B. Visiting CUOP Representatives. The Cooper Union recognizes the need for authorized CUOP 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 CUOP 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. Bargaining Unit Members Office and Other Space. The Cooper Union agrees to continue to provide office space to the members of the CUOP that is currently provided. The Cooper Union agrees to provide locked drawers to those bargaining unit members that do not have office space.

ARTICLE VI – 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), any dispute, grievance or complaint pertaining to any substantive matter involving initial appointment, reappointment or promotion 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 CUOP 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, and Promotion, 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 VII – BULLETIN BOARDS, WEBSITES and E-MAIL

The CUOP shall have the right to the exclusive use of existing bulletin boards or portions thereof for the publication of appropriate official notices. Notices posted on these bulletin boards must be approved and initialed by the President of the CUOP or his or her authorized designee.

In addition, The Cooper Union will provide facilities for the CUOP to maintain a link on the Cooper Union 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 CUOP with an e-mail address and e-mail support as currently exists.

ARTICLE VIII – MEETINGS

Unless both parties otherwise agree, the President of The Cooper Union, or a designee, and the President of the CUOP, or a designee, shall meet regularly as needed (at least one time per semester) 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 IX – EXCHANGE OF INFORMATION

A. Timeliness. Upon reasonable request, The Cooper Union or the CUOP, 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 CUOP the names of newly-hired members of the bargaining unit and their addresses within thirty (30) calendar days of the date of employment. In addition, The Cooper Union agrees to notify the CUOP 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 CUOP a complete list of the names of the members of the bargaining unit and their addresses 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 CUOP shall be sent or delivered to the President of the CUOP or to a designee. All written communications from the CUOP to The Cooper Union shall be sent or delivered to the President of The Cooper Union or to a designee.

ARTICLE X – 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' CUOP dues or Agency Fees as certified by the Treasurer of the CUOP and remit same to the duly authorized representative of the CUOP, 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 CUOP 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 CUOP'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 CUOP shall have the exclusive right of check off. The CUOP 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 CUOP.

B. Effective September 1, 2012 all Employees covered by the Agreement who fail voluntarily to acquire and maintain membership in the CUOP, shall be required as a condition of continued employment to pay to the CUOP 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 CUOP. The CUOP 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 XI – MANAGEMENT RIGHTS

Management of the School is vested exclusively in the School. Except as otherwise provided in this agreement or in the governances of the Schools CUOP agrees that the School has the right to establish, plan, direct and control the School's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control School operations; to determine location of facilities, operations and programs; to determine and modify the number, qualifications, scheduling and assignment of Faculty; to establish, maintain, modify or enforce standards of performance, conduct, order and safety consistent with all Federal, State and Local laws and regulations; to establish and require Faculty to observe School rules and

regulations; to assign work locations; to recruit, hire, transfer, or layoff; to determine all matters related to prospective and current student and alumni.

ARTICLE XII – 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 CUOP agrees that neither it nor any member of the bargaining unit, any employee, agent, representative or CUOP official shall be entitled to engage in or encourage any strike, sympathy strike, sit-down, sit-in, slowdown, 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 XIII – PERSONNEL FILES

A. Maintenance of Files. Excluding confidential letters of recommendation which relate to matters concerning promotion and reappointment, 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 development 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 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 CUOP 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 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 a bargaining unit member's 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 confidential file, which will be kept in the office of the Chief Academic Officer. The unit member will be informed of the recipient at The Cooper Union of such material. There will be no distribution of such material.

ARTICLE XIV – 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 CUOP.

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, as appropriate, within 45 days from the date on which the alleged grievance occurred. The Dean as appropriate shall meet with the grievant and/or his or her designee within 10 working days from the day of original presentation of the grievance. Said Dean shall respond to the grievance in writing within 5 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 CUOP 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 CUOP will accept Carol Wittenberg or Joseph Pastore, based upon availability 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 CUOP 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 CUOP 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 CUOP, and the CUOP 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, 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 CUOP, 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 CUOP. When the bargaining unit member is not represented by the CUOP 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 CUOP of the claimed grievance and the time and place of any hearing. The CUOP 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 CUOP, The Cooper Union will send copies of all appeals, decisions, and resolutions to the CUOP at substantially the same time the grievant is notified.

H. Access to Relevant Data and Information. The grievant and the CUOP shall have the right to all relevant data and information necessary to resolve the specific grievance.

ARTICLE XV - ADJUNCT FACULTY BENEFITS

A. Compensation

The hourly rate described below shall include only contact hours as set forth in the bargaining unit member's appointment letter.

As part of the faculty member's responsibilities, in addition to classroom/laboratory/studio contact hours, the faculty member shall engage in several activities not limited to the following: submission of a detailed syllabus including course objectives, weekly topics, class assignments, projects, etc., prior to the first week of classes, and prepare submissions as may be necessary from time-to-time for accreditation purposes; and may engage in other activities including but not limited to the following: all necessary course preparation and research; developing required and recommended reading lists; posting course materials to the college's on-line course management system; grading of assignments, quizzes and examinations; project critiques and reviews, submitting materials as requested for archiving purposes; preparing work for exhibition in the end of the year exhibition. Adjunct faculty members are not separately compensated for these duties, rather these and other related activities are considered in the hourly compensation rate detailed below.

1. **Salary Increases** Adjunct faculty that are teaching during the spring 2012 semester and thereafter that are compensated below the minimum hourly rate (based upon the number of semesters taught) shall receive a 5% increase in salary each year of the agreement as long as they remain below the minimum hourly rate. Any adjunct faculty member teaching during the spring 2012 semester and thereafter that is at or above the minimum hourly rate based upon the number of semesters taught shall receive a 2% increase in salary for each year of the agreement. Salaries shall be adjusted each September according to semesters taught. No salary increases will be given for the first year hired. Adjunct faculty who received salary increases prior to ratification of this agreement will only be eligible for the difference between the agreed upon increases set forth in this agreement and any increase that the bargaining unit member received prior to this agreement.
2. New Hires shall be hired at on or above the minimum rates set forth in 4. below.
3. Any adjunct faculty member that returns to teach at Cooper Union and has not been a faculty member at Cooper Union for three or more semesters may be compensated as if they are a new hire.

4. **Tier Structure –Adjunct**

- a) Tier 1- Faculty that have taught between 1 and 6 semesters shall be compensated at a minimum rate of \$100/ hour.
- b) Tier 2- Faculty that have taught between 7 and 12 semesters shall be compensated at a minimum rate of \$115/hour.
- c) Tier 3- Faculty that have taught greater than 12 semesters shall be compensated at a minimum rate of \$130/hour.

Those adjuncts that are hired to work with another, more senior faculty member in the classroom and that do not perform all of the duties of the more senior faculty member shall be paid according to the following schedule:

- d) Tier 4- Faculty teaching between 1 and 6 semesters shall be compensated at a minimum rate of \$80/hour.
- e) Tier 5-Faculty teaching 7 or more semesters shall be compensated at a minimum rate of \$92/hour.

B. Medical Assistance Fund The Cooper Union shall establish a Medical Assistance Fund of \$10,000 per year to be utilized to provide medical assistance to adjunct faculty to offset medical expenses incurred by adjunct faculty members. The union shall demonstrate the method utilized for the distribution of funds. Each bargaining unit member shall be entitled to a maximum reimbursement up to the amount that is

documented for medical expenses not otherwise covered by medical insurance. Any amount of the \$10,000 that is not utilized in a particular academic year shall not roll over to the following year.

- C. Visiting Professors** The term “Visiting Professor” for purposes of this provision shall be defined as those faculty members that are hired specifically for a short term (maximum of three years) in the School of Engineering or the School of Humanities and Social Sciences (“distinguished visiting professors”) to teach a maximum of two courses per semester. Visiting Professors as described in this provision only shall not receive increases in compensation nor any changes to their benefits included in 2-A above.
- D. Just Cause** Following the timely receipt of an appointment letter signed by the Dean, no faculty member shall be dismissed during his appointment or have their course load reduced during the semester without just cause.
- E. Reappointment** The administration shall make its best effort to notify adjunct faculty as soon after registration as possible but no later than June 15th of appointment to teach a course during the following fall semester and by November 1st of appointment to teach a course during the spring semester. Such notification of re-appointment shall be subject to cancellation due to insufficiency of registration, course cancellation or changes in curriculum each semester. There are no implicit reappointments and no decision regarding reappointment shall be subject to the grievance process.

Adjunct faculty who are in Tier 2 or above as described in 1 (b) above shall be eligible to request a three (3)-year appointment. When requesting a multi-year appointment, the adjunct faculty member shall submit a report documenting his/her professional and academic accomplishments during the prior year. Any adjunct faculty member requesting a multi-year appointment may also request a meeting with the Dean to discuss such appointment. The length of any appointment shall be determined by the Dean and shall not be subject to the grievance process. Such re-appointment shall also be subject to cancellation due to insufficiency of registration, course cancellation or changes in curriculum each semester.

ARTICLE XVI - PROPORTIONAL FACULTY

Proportional faculty, employed during the spring 2012 semester and thereafter shall include those members of the faculty that are appointed as proportional.

A. Compensation

1. Proportional faculty shall consist of Part-time faculty that work 2/3 of the full-time course load at 2/3rds pay. Minimum Compensation shall be calculated at 2/3rds of the

minimum full time faculty salary for each year of the agreement. Such calculation shall be adjusted based upon any adjustments to the minimum full time faculty salaries.

2. If a proportional faculty member is not at the minimum salary for his/her rank in the current academic year, he/she shall receive a 5% increase each year of the agreement until he/she is at the minimum for that rank.
3. Once a proportional faculty member achieves the minimum salary for his/her rank for the current academic year, he/she shall receive a 2% increase each year of the agreement.
4. Promotions- Effective on the date of ratification of this agreement, 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 5% effective at the beginning of that Academic Year.

B. Medical Benefits Proportional Faculty members shall continue receiving their health benefits as defined by The Cooper Union Employee Health Care Plan Summary Plan Document as they exist on March 15, 2012.

Proportional Faculty Members shall contribute the following towards health insurance:

Individual Coverage – (Active Members hired prior to September 1, 2011)

Salary	Employee Contribution
Under \$35,000	\$20 per month
\$35,000 to \$50,000	\$30 per month
Above \$50,000	\$40 per month

Family Coverage – (Active Members hired prior to January 1, 1996)

Salary	Employee Contribution
Under \$35,000	\$30 per month
\$35,000 to \$50,000	\$40 per month
Above \$50,000	\$50 per month

As of September 2011, any bargaining unit member paying \$40/month for individual coverage or \$50/month for family coverage shall continue to pay such amount through August of 2012. Beginning in September 2012, this amount shall increase to contribution of .5% of salary for individual coverage and .75% for family coverage or current contribution rate, whichever is higher. Beginning in September 2013, this amount shall increase to contribution of 1% of salary for individual health coverage and 1.5% for family health coverage.

Active bargaining unit members hired after January 1, 1996 will contribute 2% of base salary toward family health coverage.

Active bargaining unit members hired after September 1, 2011 will contribute 1.5% of base salary toward individual health coverage and 3% of base salary toward family health coverage.

C. Retiree Health Benefits Proportional faculty members shall receive retiree health benefits as defined by The Cooper Union Employee Health Care Plan Summary Plan Document as they exist on March 15, 2012

D. Dental and Vision Benefits.—Proportional Faculty members shall continue receiving, vision and dental benefits as defined by The Cooper Union Employee Health Care Plan Summary Plan Document as they exist on March 15, 2012.

E. Tuition Assistance After two years of service, bargaining unit members are eligible to receive tuition assistance from The Cooper Union for their dependent children who are full-time students attending accredited, not-for-profit higher education institutions. Tuition payments are made directly to the institution attended by the dependent child.

1. For dependent children who are engaged in undergraduate study, The Cooper Union agrees to pay a grant of sixty percent (60%) of net tuition costs up to a maximum of \$6,000 per academic year (September 1st - August 31st) per dependent child and a loan of one hundred percent (100%) of the remaining net tuition up to a maximum of \$4,500 per academic year per dependent child. Grants or loans are made for up to eighteen credits per academic year for undergraduate study as a matriculated student in a two- or four-year program at a not-for-profit, accredited institution.

2. For dependent children who are engaged in graduate study a loan of sixty percent (60%) of net tuition up to a maximum of \$5,300 per academic year is available to eligible employees. Loans are made for up to eighteen credits per academic year for graduate study as a matriculated student at a not-for-profit, accredited institution

F. Discipline

1. Discipline Notice. All matters involving discipline, including discharge 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.

2. Failure to Protest. The failure of a member of the bargaining unit or the CUOP to grieve or protest a warning notice shall not be deemed to be

an admission by the member of the bargaining unit or the CUOP that any statement in the warning notice is true.

G. Reappointment Proportional faculty shall continue with the term of appointment in their most recent appointment letter. Proportional faculty shall be notified by November 15th that they are being considered for reappointment for September of the following academic year. Proportional faculty shall be informed by February 1 regarding a decision about reappointment. Proportional faculty shall be entitled to request long-term appointments within four (4) weeks of their notification of consideration of reappointment. There are no implicit reappointments and no decision regarding reappointment shall be subject to the grievance process.

H. Discretionary Funds Proportional Faculty may seek reimbursement for travel expenses related to presentations at professional meetings done away from the school through the Dean's discretionary funds, if available, at the discretion of the Dean.

ARTICLE XVII – 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 CUOP 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 XVIII – SUCCESSOR CLAUSE

This Agreement shall be binding on any successor, assignee or transferee of ownership and control of either The Cooper Union or the CUOP, 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 XIX – 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 XX - 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; however, if the CUFCT negotiates a change in health care benefits and costs thereof, The Cooper Union shall have the right to reopen the contract to negotiate changes to health benefits and costs thereof. If the parties are unable to reach agreement, a mediator from the FMCS shall be assigned to work with the parties to reach an agreement.

ARTICLE XXI – TERM OF AGREEMENT

- A. Unless otherwise specifically provided, this Agreement shall be effective on September 1, 2009 and shall continue in full force and effect until August 31, 2014.
- B. The Cooper Union and the CUOP 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.

By: _____
T.C. Westcott, Vice President Finance
Administrative and Treasurer

Date: _____

By: _____
Michael Samuelian, Adjunct Faculty
School of Architecture

Date: _____

By: _____
Maren Stange, Proportional Faculty
Humanities and Social Science

Date: _____

By: _____
Samuel Wiener, Adjunct Faculty,
School of Engineering

Date: _____

By: _____
Douglas Ashford, Proportional Faculty
School of Art

Date: _____

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 Organization of Part-Time Faculty (“CUOP”)

OR

Agency Fee

in the amount certified by the CUOP 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 CUOP.

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

Employees Signature

Date

