

F U S F A I
Faculty Union of the San Francisco Art Institute

July 27, 2005

Dear FUSFAI members,

After nearly ten months of vigorous negotiations your union negotiating team and SFAI's negotiating team have reached agreement on the terms of a new collective bargaining agreement. This contract is sweeping in its changes to our fundamental conditions of employment. This letter outlines below our most pertinent accomplishments at the negotiating table.

TENURE & PROMOTION

The most profound change affecting most of us is the institution of tenure and the employment security that signifies. All but 6 part-time Resident Faculty will be granted immediate tenure as Associate Professors upon ratification of this contract. Of those 6, the titles of two senior Resident Faculty will convert to Emeritus, two will convert to Faculty Lecturer, one will convert to Assistant Professor on the tenure track, and one will convert to Visiting Faculty in conjunction with a long-time staff position. Our July 11 Report to FUSFAI Members details the distance we traveled to arrive at this arrangement. We listened to the union membership's desire and honored that desire to keep our faculty as unified as possible.

Article XI [Faculty Ranks and Titles] describes the one-time conversion from Resident Faculty to Tenured Associate Professors that will be retroactive to July 1, 2005. Section 4 of this article describes the means by which the newly appointed Associate Professors may apply for full Professor status including review by a transitional review committee that will appoint an initial group of full Professors subject to review by the Board of Trustees.

Article XV [Promotion to Professor] describes the process and review committee composition that oversees promotion to Professor status after the initial transition period. Faculty will be required to wait two (2) years after attaining the rank of Associate Professor before applying for promotion to Professor and if the candidate is not promoted, s/he must wait at least three (3) years before reapplying. There will be no penalty for non-promotion.

SABBATICALS

Article XXI retains our sabbatical language so that a one-semester sabbatical at full pay is still an option after a faculty member has accrued 24 CUs. In addition, we eliminated the inequity whereby some faculty could only receive 3 CUs for a full year sabbatical while others could receive 4 CUs for a full year sabbatical. Under the new contract, all faculty who have accrued at least 36 sabbatical units will continue to be eligible for a 4

CU sabbatical for one year. The sabbatical issue cannot be renegotiated (without both parties' consent) until 2007.

GUARANTEED LOADS

Article IX [Teaching Loads, Assignments & Equivalencies]

As we reported before, this topic was deeply contested during our negotiations. We were successful in retaining for Resident faculty who are converted to tenured status, Emeriti, or Lecturer the same guarantees that they had prior to the conversion. For those faculty advanced from Visiting status to Resident status since 2002, guarantees are expressed as a range of "3 to 6 CUs." We held firm and strongly negotiated a mechanism that would apply for all faculty. This was the system we finally agreed upon.

The minimum guaranteed load for all faculty will be permanently increased to 4 CUs in the year following a Fall undergraduate full-time equivalent enrollment of 400; to 5 CUs when this figure reaches 450, and to 6 CUs when this figure reaches 500 FTE. For reference, the FTE undergraduate enrollment was 396 in Fall 2004. This link between increasing enrollment and a progressing floor for guaranteed loads should, over time, improve the situation for those faculty advanced since 2002.

This important achievement marks a significant shift forward for the next five years as it structurally reinforces the Institute's explicit commitment to full employment for its faculty.

Article IX [Section 5. Full Employment]

Following upon this idea, this new language was added to the contract: "The Institute is committed to the goal of providing its tenured and tenure-track faculty members with the opportunity for full employment (6 CUs)."

Article IX [Section 6. Notification]

We argued vigorously that faculty with variable guarantees deserve, at the very least, to be notified in advance if teaching loads that are above their guarantees will be reduced in the next academic year. The new contract requires that the Institute notify faculty by December 31 if their employment load will be reduced for the next academic year. This agreement is a distinct improvement over the prior situation where many faculty bore the risk of receiving no notice with regard to decreased teaching loads.

Article IX [Section 7. Outside Employment]

The President was steadfast in his proprietary attitude toward faculty and wanted some mechanism in the contract to assert an exclusive claim to faculty member's work. We insisted that any such mechanism must be tied first to full employment and therefore agreed to new language that prohibits faculty whose guaranteed loads are 6 CUs from holding appointments at other institutions without approval of the Dean. Excluded from this prohibition are short-term non-credit activities of fewer than 5 days, guest lectures, presentations to professional societies, or participating in events where the faculty is

explicitly identified as a member of the SFAI faculty. Additionally, we insisted upon a time delay in implementation of this article so that faculty would have until the new year to make the appropriate adjustments to their employment commitments.

Article IX [Section 8. Release Time]

In modest recognition of the commitment of time required by the Faculty Senate's representative to Tenure and Peer Review Committees, release time of ¼ CU per semester was added to similar release time already established for the Presidents of the Faculty Union and Faculty Senate.

NEW FACULTY HIRING

Article XII [Appointment]

With this provision, the process by which new faculty are to be hired in the future will conform to norms in academia. Section 1 calls for an international search, a search committee consisting primarily of faculty selected by both the Dean and Faculty Senate, and a campus-wide, on-site presentation by potential candidates to the SFAI community. Section 2 requires that faculty appointment contracts include additional specific information that current appointment letters lack.

Article XIII [Tenure] describes the new tenure process for future faculty appointed to tenure-track positions including provision for a Tenure Review Committee consisting of tenured faculty members selected by the Dean and the Faculty Senate. In addition there is provision for an additional committee member to be selected by the Dean from the administration. Tenure track faculty will be reviewed after 2 years and after 4 years with the final tenure review at the end of the 6th year. The President will have the final say with regard to tenure review decisions.

SALARY

Article XVIII [Salary Rates and Step Advancement]

Tenured faculty will continue to be reviewed for step advancement at the current three-year intervals. The union negotiating team expressed concern with regard to historical pay patterns for faculty. In response to these concerns a Joint Task Force will be established to complete a Salary Equity Study by March 30, 2006. The task force will consist of two members appointed by the administration, two members selected by the FUSFAI and a faculty Chair selected by these four. It is expected that the task force will examine a range of potential problem areas: step review cycles, initial placement on the salary step scale, gender equity issues, salaries at comparator institutions, and other pertinent matters.

The administration presented forceful evidence of the Institute's precarious financial position, an argument that was sustained by WASC's plans to visit our campus in October to review the financial solvency of the school. In this financial climate, we were only able to negotiate an across-the-board increase to all steps of 1.5% beginning in FY 2006 with no increase in 2005-2006.

Medical Benefits

We agreed to a new scale for medical insurance premiums for this year and negotiated a freeze on those rates for the following year (2006-7), regardless of whether the medical insurance costs increased for the Institute.

Retirement advances were reported in detail in our July 11 report and we encourage as many members as possible to take advantage of the new higher contributions to our retirement plans by the Institute of 6.5% for 2005-6 and 8% in 2006-7 and beyond. In addition, we came to an understanding with the Institute's Chief Financial Officer, Judy Hill, that she would engage in talks with the Union President about retirement incentive planning to ensure consistency in any plans made available to all faculty.

Contract Re-openers

The parties agreed to allow the new tenure system sufficient time to run its course and, in view of this decision, the contract will not re-open for negotiations again until 2007. The subjects for negotiation at that time will include those that included the most extensive changes: Teaching Load, Assignments & Equivalencies; Appointment; Tenure; Non-reappointment; Promotion to Professor; Salary Rates and Step Advancement; Group Benefit Package; Sabbaticals; Department Chairs; and Health Care Premiums. Topics automatically permitted for negotiation in 2008 and 2009 include salary and other compensation, Teaching Load, Assignments & Equivalencies, benefits, and any other Articles mutually agreeable to both parties.

Other successes were previously reported in our July 11 report including an increase in the Faculty Development Grant Fund from \$15,000 to \$20,000; greater authority for Department Chairs over class scheduling; consideration of work/family issues within all review schedules; and sabbatical credit for faculty advanced in 2002.

VOTING PROCEDURE

We are enclosing a marked-up copy of the entire proposed collective bargaining agreement for your information. Please read it carefully before you vote using the enclosed ballot. Your ballot must arrive by August 10, 2005 at 5PM to be counted. An addressed return envelope is enclosed for your vote. We are eager to read your comments on the ballot as well.

The basis of the enclosed contract is our current CBA that was negotiated in 2002 and was scheduled to run through June 2007. When ratified and signed by both parties, the new contract will be effective retroactive to July 1, 2005 and run through June 30, 2010.

The **bold text** in the enclosed CBA indicates NEW LANGUAGE which we have added and the ~~struck through text~~ indicates language that was in the former contract which we have deleted in the new contract. Text that is neither **bold** nor ~~struck through~~ remains in

force from our current contract. Some language (previously in MOUs at the end of the contract) has been incorporated into stand-alone articles (Department Chairs, for example).

Your intrepid FUSFAI negotiating team,

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Suzanne Olmsted, Vice President
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Robin Balliger, Executive Committee Member
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