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This agreement is made and entered into this date, August 15, 2002, by and between the San Francisco Art Institute (hereinafter referred to as the "Institute") and the San Francisco Art Institute Faculty Union (FUSFAI) chapter of the AAUP.

ARTICLE I. RECOGNITION

The Union is recognized by the Institute as the exclusive bargaining representative for all Resident Faculty and for any other faculty member who has taught a cumulative total of twelve (12) or more contract units at the Institute within a four (4) year period. Any such faculty member meeting this initial "12 in 4" requirement shall thereafter become a part of the Resident Faculty and a member of the collective bargaining unit for the remainder of his/her employment at the Institute.

ARTICLE II. DEFINITIONS

As used throughout this collective bargaining agreement, the term:

"agreement" means this collective bargaining agreement;

"bargaining unit" means those employees specified in Article 1 of this Agreement who, collectively, are represented for purposes of collective bargaining by the Faculty Union of the San Francisco Art Institute (FUSFAI);

"days" means calendar days, unless otherwise specified. Throughout this agreement, a deadline or time limit falling on a weekend or holiday shall be extended to the close of normal business hours on the next business day;

"employee" means a member of the bargaining unit;

"employer" means the San Francisco Art Institute;

"Institute" means the San Francisco Art Institute;

"FUSFAI" means the Faculty Union of the San Francisco Art Institute;

"Resident Faculty" means any faculty member previously hired as "Regular Faculty" by the Institute, any faculty member who has taught a cumulative total of twelve (12) or more contract units at the Institute within a four (four) year period, and any faculty member whose appointment conforms to the "Appointment Procedures for Resident Faculty" specified elsewhere in this agreement;

"SFAI" means the San Francisco Art Institute;

"Union" means the Faculty Union of the San Francisco Art Institute (FUSFAI);

"year" means a period of twelve consecutive months.

ARTICLE III. UNION SECURITY

Section 1.

All Resident Faculty employees shall become members of the Union in good standing on the effective date of the Agreement or on the date of their inclusion in the bargaining unit, and shall, as a condition of continued employment with the Institute, remain members of the Union in good standing by the payment of the periodic Union dues or special assessments uniformly required of all such members. The means by which this is done will be through payroll deduction.

If any member chooses not to financially support FUSFAI because of a conscientious objection or because of religious or philosophical grounds they may do so but shall be required to pay an equivalent amount to the Faculty Development Fund.

Section 2. Dues Deduction

Union members may pay dues annually, or by special assessments through payroll deduction. When authorized in writing by a member of the bargaining unit, on a form provided by the Union, the Institute shall make payroll deductions for dues and/or representation costs. The aggregate deductions from all Union members shall be remitted to the Treasurer of the Union within fifteen (15) days from the end of the month the deductions were made, together with an itemized statement containing the names of the members and the amount of each deduction. The Union and the employer may make other arrangements by mutual consent.

The Union will indemnify and hold harmless the Employer for and from any claim or obligation, including all costs of defense which may be made by any person or organization by reason of the deduction of Union membership fees or service charges.

ARTICLE IV. MANAGEMENT RIGHTS

The Employer retains any and all rights and prerogatives it enjoyed prior to the execution of this Agreement, except as specifically and expressly limited or modified by the provisions of this Agreement. The Employer shall, subject to the provisions of this Agreement, have control over matters relative to the management and conduct of its business and shall control its operations, the direction of its working force, the programs and courses offered by the Institute, the management and use of its facilities, the care and use of its equipment and materials and shall have the right to hire, discipline, promote and discharge for just cause employees subject to the provisions of this Agreement, the right to decide employee qualifications, the right to lay off for lack of work, the right to make reasonable rules and regulations governing conduct and safety, the right to establish work schedules, the right to determine or modify the Employer's goals and objectives.

No change shall be made in the organization of the academic program which will have an impact on faculty pay, benefits, or employment unless the Union leadership has been notified, during the regular school year (September through May), of the proposed changes and invited to negotiate such changes. Similarly, management shall consult with the Faculty Senate on matters which affect the programs, curriculum, and class offerings.

ARTICLE V. UNION RIGHTS

Section 1.

The Union President or his/her designee shall have the right to conduct union business, investigate grievances, and attend grievance meetings as long as it does not interfere with his/her assigned duties. To the extent possible union business shall be conducted during the established faculty "free period" from 4:00 to 7:00 PM on Wednesdays.

The Union President or his/her designee will serve on all advisory and policy-making bodies concerned with faculty compensation and benefits at the Institute.

Section 2. Institute Facilities

Union representatives shall be permitted to enter Institute property for the purpose of monitoring this agreement provided this does not interfere with normal Institute operations. The Union must provide twenty-four (24) hour notice to the Vice President for Finance and Administration and the Dean of Academic Affairs of intention to use Institute duplicating, computing, office, audiovisual, and other equipment, facilities and materials, in accordance with Institute policies and procedures, paying no more than the minimum charged other campus groups for such use; to post bulletins and notices related to Union Business; and to distribute internal correspondence.

The employer shall provide space on an existing bulletin board for Union meeting notices and notices of other legitimate Union business, provided that prior approval is granted by the Dean of Academic Affairs. So long as any notice does not contain any controversial or scandalous matter, such approval shall not be unreasonably withheld.

The Union and employees are required to comply with the Institute's Posting Policy. All such posting requirements must be met.

Section 3. Information

Upon request and within fifteen (15) business days, such information, records, statistics and financial data, related to the Union's functions, as are in the Institute's possession and are required by law for negotiations, implementation, and/or enforcement of this Agreement shall be made available to Union representatives.

Section 4. Notification

Before the Institute meets with a bargaining unit member for the purpose of imposing disciplinary action or termination or when such meeting might lead to the imposition of disciplinary action or termination, the Institute must, except in exceptional circumstances, notify the FUSFAI president or his/her designee a minimum of twenty-four (24) hours in advance of such a meeting.

ARTICLE VI. ACADEMIC FREEDOM

Resident Faculty members are entitled to full freedom in their art, research, and in the publishing of the results of such research, subject to the adequate performance of their other academic duties.

Resident Faculty members are entitled to freedom in the classroom in discussing their subject, but they should be careful to avoid persistently intruding material into the classroom that has no relation to their subject.

When Resident Faculty employees express themselves as citizens, they should be free from institutional censorship or discipline; however, as scholars and educators, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

ARTICLE VII. NON-DISCRIMINATION/NON-HARASSMENT

Section 1.

The Institute is committed to providing a campus where all students, faculty, staff, trustees and volunteers can study and work free from discrimination and harassment. The Institute firmly opposes all forms of discrimination and harassment. Such behavior is prohibited by Federal and State law, and by Institute policy. Whenever violations of this policy are brought to its attention, the Institute will take all necessary action to investigate and correct violations, and discipline those responsible, subject to the provisions made for discipline and dismissal in Article XIX ("Separation").

The Institute expressly prohibits discrimination and harassment because of gender, ethnicity, religion, age, color, national origin, disability, sexual orientation or any other basis protected by Federal, State or City law. This policy applies to all individuals on campus and includes: employment decisions, public accommodation, financial aid, admissions, grading, and any other educational, student or public service administered by the Institute.

This complete policy will be disseminated to all employees, included in new-hire materials, posted in a prominent place in the Institute, and will be printed in the campus handbook and the personnel policy manual. All administrators and supervisors will be fully conversant with the policy and with their responsibility for its implementation. Institute officials, faculty, administrators and staff will be responsible for reporting all conditions that create or may lead to a hostile or offensive environment.

Section 2. Relationship Disclosure Policy

In order to avoid possible complaints of misunderstandings, favoritism, claims of sexual harassment and employee morale problems that may result from personal relationships between employees, or faculty and students, or staff and students, the Institute adopts a "Relationship Disclosure Policy." While these personal, intimate relationships are not prohibited, the Institute requires two employees, or the faculty/staff in the case of relationships with students, who

become romantically involved to disclose their relationship to the Dean of Academic Affairs or Vice President for Administration. Because their personal relationships may create a potential conflict of interest, or present concerns regarding classroom interactions, grading, and/or supervision, the Institute will address the situation by transferring the student to another classroom or employee to another department. If this is not feasible comparable arrangements will be decided.

If two employees, or an employee and student marry, become related, or romantically involved they may not remain in a reporting relationship or in positions where one individual may affect the educational experience, grades, compensation or other terms or conditions of employment of the other individual. The Institute will attempt to identify other available positions or opportunities, and the individuals affected will have thirty (30) days to decide which individual will remain in his/her current position, department, or class. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

ARTICLE VIII. GRIEVANCE AND ARBITRATION

Section 1. Definition

A grievance is defined as an allegation by a Resident Faculty employee, group of Resident Faculty employees, the Union, or the Institute that there has been a breach, misinterpretation, or misapplication of the terms of this Agreement. Grievances filed by the union, as well as grievances pertaining to the discharge or suspension of a Resident Faculty employee shall be filed initially at the Written Step (Step 2).

Section 2. General Provisions

The filing or pendency of any grievance under the provisions of this section shall not prevent the Institute from taking the action complained of, subject however, to the final decision on the grievance.

All time limits contained in this Article may be extended by mutual agreement of the parties. Should the Union submit a request for information pertinent to a particular grievance, the days falling between the Union's request and the Institute's compliance with that request shall not be counted against said grievance's time limits. If the Grievance Review Committee discussed in Section 3.c. of this Article, or the Dean of Academic Affairs, or the President fails at any step in these procedures to communicate the decision on the grievance within the specified time limits, the grievant will be permitted to proceed to the next step. If the grievant fails at any step of these procedures to appeal a grievance to the next step within the specified time limits, the grievance will be deemed to have been settled in accordance with the decision rendered at that step. Grievant(s) may request representation by a Union representative in all proceedings with regard to a grievance filed under this Article.

Section 3. Grievance Procedures

a. Step 1: Oral / Informal Resolution

A Resident Faculty employee having a dispute concerning the interpretation or application of a specific term or provision of this Agreement may, within thirty (30) days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission, whichever is later, file a grievance by presenting the grievance orally to the Dean of Academic Affairs or the Associate Dean of Academic Affairs. At the time the grievance is filed, the grievant shall identify it as such. This meeting is intended to provide an opportunity to resolve the grievance informally. Regardless of the outcome of this meeting, the Dean or Assistant Dean of Academic Affairs shall issue a written decision to the grievant within ten (10) days following the date the grievance is filed at the Oral Step (Step 1).

b. Step 2: Written

When written, a grievance will include the alleged wrong, the agent against whom it is directed, the date on which it occurred, and the relief and/or remedy sought. A grievance that is not resolved at the Oral Step (Step 1), shall be reduced to writing and submitted to the Dean of Academic Affairs and copied to the Union by the employee or a Union representative. No such grievance shall be considered unless it is first presented in writing within fifteen (15) days of the grievant's receipt of the written decision at the Oral Step (Step 1).

A grievance filed by the Union must be presented in writing to the Dean of Academic Affairs within thirty (30) days following the act or omission giving rise thereto, or the date on which the Union knew or reasonably should have known of such act or omission, whichever is later.

In the event the grievance concerns the discharge or suspension of an employee, the Oral Step (Step 1) shall be omitted and the grievance must be presented in writing to the Dean of Academic Affairs and copied to the Union within seven (7) days following the discharge or suspension or the grievance will not be considered. In the case of a discharge or suspension, the Union must receive notice simultaneously with notice given to the employee. In circumstances in which such simultaneous notice is not possible, the Institute must notify the Union of the discharge or suspension as soon as is practicable.

Upon receipt of a written grievance, the Dean of Academic Affairs shall have ten (10) days following the date said grievance was filed to issue a written decision to the grievant.

c. Grievance Review Committee

The Grievance Review Committee will consist of five Resident Faculty members established in the following manner. At the beginning of the academic year, two faculty members will be chosen by the FUSFAI and two members will be chosen by the Dean of Academic Affairs. These four individuals will choose the fifth member by alternately striking names from a list of the remaining eligible employees. Employees due to be reviewed under the *Assessment, Advancement, & Compensation Procedures* in the coming academic year are

ineligible for service on this committee. Committee members will elect a Chair from amongst themselves. Vacancies will be filled according to the guidelines set forth above (if, for example, a committee member chosen by the Union left the Institute, the Union would select that individual's replacement on the committee).

d. Procedures

If a grievance has not been satisfactorily resolved at the Written step, the grievant may, within ten (10) days of receiving a decision from the Dean or Associate Dean of Academic Affairs, request that the written grievance be forwarded to the Grievance Review Committee. Upon receiving such request, the Dean shall forward the grievance to the Grievance Review Committee within seven (7) days.

The Grievance Review Committee will consider written grievances, supporting evidence, and any additional information or materials that the grievant deems relevant to the case. The respondents for the Institute will be the Dean of Academic Affairs or his/her designee and the Director of Human Resources.

The Grievance Review Committee will conduct an investigation and present an initial recommended resolution of the grievance in writing to all employees directly involved in the grievance, the Union, and the Dean of Academic Affairs within thirty (30) days after receipt of the grievance by the Committee. The resolution can be accepted by all parties or rejected by any party. Rejection or acceptance by each party will be communicated to the Grievance Review Committee in writing within ten (10) days after receipt of the recommended resolution. A written rejection should specify reasons and may include suggested alternative solutions.

Within ten (10) days after receiving the written responses to the initial recommended resolution, the Grievance Review Committee will recommend a final resolution to the President who will meet with the grievant(s) and the Union President or his/her designee within fifteen (15) days of receipt of the Committee's recommendation. The purpose of said meeting will be to seek resolution to the grievance that is satisfactory to all parties. Such resolutions will not constitute binding precedents in the disposition of similar grievances. No offer of settlement of a grievance by any party nor any suggested resolutions by the Grievance Review Committee will be admissible as evidence in formal grievance proceedings or elsewhere. In the event that a resolution can not be effected, the President shall issue a decision on the grievance within ten (10) days following the meeting.

e. Arbitration

In the event that the Union is not satisfied with the resolution reached in the preceding steps, it and only it may demand that the grievance proceed to arbitration. Should a grievance be advanced to arbitration, the Union and the Employer shall select an impartial third party to be arbitrator to hear and determine the issues. In the event the parties cannot agree on the selection of an impartial third party, they shall request a list of arbitrators from the California State

Conciliation Services.

The parties shall, within five (5) days of the receipt of the list, alternately strike names from such list until one name remains, which person shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties, subject to the limitation of jurisdiction and authority contained below.

The arbitrator shall not have the power to add or subtract from, or to change any of the terms of this Agreement. Jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of the Agreement. The decision and award shall be based upon the joint submission agreement of the parties, or in the absence thereof the questions raised by the parties with respect to the specific interpretations and applications of the Agreement.

The cost of the arbitrator shall be borne equally by the Union and the Institute. The cost of a court reporter, witnesses, or other preparations shall be borne individually by the party requesting such services.

ARTICLE IX. TEACHING LOADS, ASSIGNMENTS & EQUIVALENCIES

Section 1. Teaching Loads

A teaching load for a Resident Faculty employee shall be a minimum of three (3) contract units (CU's) to a maximum of six (6) contract units (CU's) during one academic year. Resident Faculty members may accept teaching assignments of more than six (6) CU's in an academic year on an emergency basis only as determined by the Dean of Academic Affairs, with seven (7) days' notice to the Union. Upon being informed of the potential consequences (including, but not limited to, benefits eligibility, sabbatical leave accrual, and evaluation) of reducing his/her teaching load, a Resident Faculty employee may request a teaching load below the minimum of three (3) contract units for one academic year. Any such exception to the minimum teaching load requires the approval of the Dean of Academic Affairs and the Union president. Such approval shall not be unreasonably denied.

Section 2. Teaching Assignments

In the Fall of each year, the Office of Academic Affairs solicits teaching proposals for the following academic year from Resident Faculty employees. Each proposal lists the prospective courses to be taught by that employee during the upcoming academic year. If a proposed course is new, the employee must submit a New Course Proposal to the Office of Academic Affairs.

The Office of Academic Affairs will solicit and try to accommodate the preferred class meeting times/places of each Resident Faculty employee and, where practicable, shall maintain the same teaching load and a similar schedule as the current year.

Section 3. Equivalencies

When a Resident Faculty member has taught twenty (20) individual students of Directed Study or Independent Study, s/he shall be compensated with one (1) CU release time (one paid contract unit, no class scheduled).

A Resident Faculty member may not receive equivalent/release time credit for more than four (4) Directed or Independent Study students per academic year.

Section 4. Guaranteed Load

Each Resident Faculty employee's Letter of Appointment shall state a "guaranteed load" which shall be the minimum number of Contract Units (CU) per academic year to which the employee will be assigned during the term of their teaching contract. The guaranteed load may be higher than, but not lower than, the minimum teaching load established for the employee under Section 1. of this Article. Employees may agree to assignment of additional CUs up to a maximum of six contract units (CU's) per academic year with seven (7) days notification of the Union. Such agreement does not obligate the Institute or the individual to maintain a higher teaching load in subsequent years of the contract.

Section 5. Release Time for Faculty Senate President and FUSFAI President

The Chair of the Faculty Senate, and the President of the Union or his/her designee shall accrue release time equivalency credit at the rate of one twentieth (1/20th) of a Contract Unit (CU) of release time per semester served.

Section 6. Guided Studies

See Memorandum of Understanding #2, B.

ARTICLE X. MAXIMUM AND MINIMUM CLASS SIZE/CANCELLATIONS

Section 1.

The Institute may cancel a scheduled course if enrollment is less than the minimum enrollment as determined on the day following the second class meeting. Minimum and maximum enrollment is defined in relation to class type according to the following list:

<u>Class Type</u>	<u>Maximum</u>	<u>Minimum</u>
Large Lecture	55	30
Small Lecture	35	20
Large Studio	24	15
Small Studio	15	10
Seminar	15	10
Time-based seminar	10	8
Tutorial	12	10

The Dean has discretion to offer and/or cancel classes based on a review of relevant information such as curricular needs, curricular balance, whether multiple sections of the course are offered, whether the course is a graduation requirement that cannot be rescheduled without unduly inconveniencing students, and whether courses for the semester are sufficiently enrolled overall. The maximum and minimum enrollment policy will be reviewed at the first legal contract re-opener.

Section 2.

When a class assigned to a Resident Faculty member is canceled, the Institute will make its best efforts to assign said employee to an alternative class or responsibility and to maintain his/her salary for the assigned number of contract units (CU's) as listed on the Current Letter of Appointment. Such alternative responsibilities may include, but are not limited to team teaching, admissions work, tutorials, mentorships, publicity, academic tutoring, institutional representation, and curatorial work. The Institute may reduce a Resident Faculty employee's contracted salary consistent with class cancellation provided that the Institute does not reduce a said employee's salary below his/her "guaranteed annual salary," an amount derived by multiplying the employee's guaranteed load by his/her pay rate per CU. A Resident Faculty employee may reject an alternative assignment made by the Institute and opt instead for a reduction in salary, even if such reduction results in an annual salary below her/his "guaranteed annual salary."

ARTICLE XI. APPOINTMENT PROCEDURES

Section 1. Appointment Procedures for Resident Faculty

All Resident Faculty vacancies will be filled through a national search. The recruitment process begins with the submission of a hiring proposal to the Dean of Academic Affairs by the Associate Dean, in consultation with the Resident Faculty. If the Associate Dean position is vacant, proposals will go directly to the Dean. Proposals must specify the need for the position, based on the long-range plans of the Art Institute and the Program, the programmatic expertise of current faculty, the student population served, and any other relevant factors. Proposals should also identify special characteristics or qualifications required for the position.

The Dean of Academic Affairs evaluates the proposal, taking into consideration the balance of Resident Faculty versus visiting faculty in the specific Program, diversity of faculty, enrollment projections, and the long-range plans of both the Institute and the specific Program. If s/he approves the proposal, the Dean of Academic Affairs determines the number of contract units available for the number of years of the appointment and submits the proposal to the President for budgetary authorization.

Upon approval by the President, The Dean of Academic Affairs, in consultation with the Associate Dean, assigns a search committee which is diverse in terms of gender and ethnicity and which consists of: the Associate Dean and/or Assistant Dean of Academic Affairs, the Graduate Program Director if relevant, three faculty members, the Director of Human Resources, an undergraduate student representative, and a graduate student representative. The Dean of Academic Affairs is an ex officio member on all Resident Faculty search committees.

The search committee drafts a search plan and a position announcement for submission to the Dean of Academic Affairs and the Director of Human Resources for approval. The position announcement must conform to a standard format--available from the Director of Human Resources--and is advertised in national publications. Applications are sent to the Academic Affairs Office and are made available to search committee members. Application materials are confidential. Any breach of confidentiality will result in the removal of the search committee member from the search process.

After the application deadline, the search committee reviews all applications, using the following criteria:

- MFA or appropriate degree required
- Observable or documented teaching ability
- Professional achievements
- Potential for contribution to the specific Academic or Studio Program
- Potential for contribution to the Institute

The search committee identifies finalists and a pool of backup candidates and submits a report to the Dean of Academic Affairs that includes: the job description, copies of position announcements and advertisements, copies of correspondence soliciting applications, statistics on the total number of applicants and on the number of minority and women applicants, and a summary statement discussing the strengths of finalists and backup candidates and the reasons for their selection.

The Dean of Academic Affairs selects the candidates to be invited to campus for interviews. Upon completion of the interviews and with input from faculty, staff and students, the Dean of Academic Affairs and the search committee choose the candidate to be offered the position. Should there be disagreement concerning the candidate to be offered the position, the

final decision rests with the Dean of Academic Affairs. When appointing a new Resident Faculty member, the Dean of Academic Affairs, in consultation with the Associate Dean and Graduate Program Director if relevant, recommends the rank and step to the President. The Dean's decision regarding rank and step is based equally on college-level teaching experience and professional achievement and is not subject to the Union's grievance and arbitration procedure, except in the case of factual or procedural error. The documentation supporting this decision is made available to the faculty member prior to hire, and a copy is provided to the FUSFAI.

ARTICLE XII. CONTRACT UNITS

Section 1. Definition of a Contract Unit (CU).

- a. A CU represents a unit of work for the purpose of determining pay. The standard CU shall be, one (1) studio class meeting for six (6) contact hours per week or one academic class meeting of three (3) contact hours per week. Each CU shall include the responsibilities in paragraphs b, c, d and e below.
- b. For non-teaching CU's, responsibilities are as specified by the Dean of Academic Affairs at the time of the assignment. Such special assignments will be in writing. For teaching CU's, responsibilities include actual class teaching time; preparation of class syllabi, class preparation before and during the semester, grading during and after the semester, participation in departmental and interdepartmental reviews for purposes of grading and curricular development; consultation with students enrolled in the class, and consultation with advisors and administrators related to teaching.
- c. In addition to teaching assigned classes, employment as a Resident Faculty member includes participation in curricular planning; attendance and participation in organizational and hiring committee meetings; attendance and participation in Faculty Senate meetings; assistance with/participation in admissions and scholarship reviews; attendance and participation in orientation; writing letters of recommendation for students; student internship oversight; on-going professional activity in the employee's chosen fields of research or expertise.
- d. Resident Faculty members are also responsible for serving on at least one, but not more than two, school-wide committees per semester. Such committees include, but are not limited to the Faculty Senate, Board of Trustees, Undergraduate Curriculum Committee, Human Rights Committee, Strategic Planning Committee, and the Union negotiation team. Service as the Faculty Senate representative on the Peer Review Panel shall also be considered as meeting the service requirement detailed in this paragraph.
- e. Resident Faculty will also be available for at least one hour per day, for two separate days per week, for general consultation with students.

ARTICLE XIII. SALARY AND RANK ADVANCEMENT

Section 1. Salary Increases

The across-the-board increase for the 2002-03 academic year is 0%.

See Appendix "A," *Faculty Assessment, Advancement and Compensation*, for additional details regarding salary and rank advancement.

ARTICLE XIV. EVALUATION PROCEDURES

See Appendix "A," *Faculty Assessment, Advancement and Compensation*, and *Assessment Categories and Criteria Checklist* for specifics regarding Evaluation Procedures.

ARTICLE XV. GROUP BENEFITS PACKAGE

Section 1. Coverage

All Resident Faculty employees working at least two (2) contract units per year are eligible for full benefits.

Section 2. Health and Dental Plans

The employer shall maintain in effect the current health, dental and cafeteria plans. Resident Faculty employees are eligible to participate in the health and dental plans effective the first of the month following entrance into the bargaining unit.

Prior to June 30 of each year, either the Administration or the Union may request negotiations for a different health plan and/or dental plan to replace or be added to the present health and/or dental plans to be made effective the following plan year. The Union and the Administration must reach agreement before implementation of any such alternate or additional plan(s). Any difference of opinion over such different health plan or dental plan shall not be subject to the grievance and arbitration procedures of this Agreement, and there shall be no strike or lockout over such difference of opinion.

Section 3. Definition of Employer and Employee Health and Dental Plan Contribution

The Employer shall pay the required monthly premium for whichever health plan is selected by the employee plus the required premium for the dental plan. All employees participating in one of the health plans will be required to contribute \$50 per month toward the cost of medical and dental coverage, regardless of which plan is chosen, for the first year of this agreement. The Union will be given thirty (30) days notice of any change in the benefits package

including co-payments. The premium costs and plan coverages will be addressed annually during this Agreement's annual wage and benefit re-opener. Pursuant to Section 224 of the California Labor Code, the Employer is authorized to deduct from the pay of the employee, the determined portion of the monthly premium.

Section 4. Part-Time Employees

Resident Faculty employees working less than two (2) Contract Units are not eligible for participation in the group benefits program.

Section 5. Dependent Coverage

A Resident Faculty employees shall pay the full cost of dependent coverage in any program if said employee elects to cover her/his dependents pursuant to the terms of the particular program.

Section 6. Selection of Health Program

a. During the open enrollment period each year, each Resident Faculty employee shall select in writing which health program s/he wishes to be covered for during the new plan year. If the employee fails to make a selection in writing, the Employer will assume that the employee does not wish to change health programs. If the same health program is no longer available and the employee refuses or fails to make a selection in writing, the Employer shall make the selection of an alternate health program for the employee.

b. All Resident Faculty employees may add, delete or change health or dental plan coverage during the open enrollment period each year.

Section 7. Flexible Spending/Premium Conversion Plans

Resident Faculty employees may pay out-of-pocket premiums (for dependent coverage or pro-rata for part-time employees) on a pre-tax basis by signing up for the Premium Conversion Plan. Employees may participate in the flexible benefits plan at their option. This plan allows employees to allocate pre-tax dollars to a flexible spending account to cover the costs of alternative therapies, co-payments, and dependent care. Resident Faculty employees are eligible for the dependent care and the medical reimbursement portion on the first of the month following entrance into the bargaining unit. As with the health and dental plans, employees may add/delete or change their contributions only once each year during the open enrollment period. Descriptions for both of these plans are available from the Director of Human Resources. If enrollment in the Flexible Spending Plan is not sufficient to cover the costs of plan administration, the plan may not be offered. If enrollment is insufficient, the Union will be given notice thirty (30) days prior to the expiration of the plan year.

Section 8. Changes in Group Benefits Package

If, during the term of this agreement, the collective bargaining agreement between the Institute and Office and Professional Employees Union, Local 3, covering staff members at the Institute provides for changes in the group benefits package which are different from but equal to or more than the cost of group benefits provided for in this agreement, the Institute and the Union agree that the Institute may, at its option, apply these changes to Resident Faculty employees covered by this agreement effective as of the same date as the changed benefit or benefits become effective for staff members in the Local 3 unit. The Union will be given thirty (30) days' notice of any change in the benefits package including co-payments.

Section 9. Tuition Assistance

Dependents of Resident Faculty teaching four or more CU's per year are entitled to a half-tuition discount up to an amount equal to the tuition for six semester units per semester and no more than two semesters per academic year for courses taken at the Institute. Dependents are also eligible for tuition remission for up to two Young Artist Program (YAP) classes per summer.

Section 10. Travel Reimbursement and other teaching-related expenses

In the event that a Resident Faculty employee receives Institute funding for travel, s/he must submit the necessary forms and supporting documentation for a travel advance or the appropriate forms with original receipts for reimbursement after the trip has been completed. Other expenses related to classroom instruction must be approved in advance by the Department Manager and substantiated with receipts.

Section 11. Income Protection Program

The Institute pays the cost of unemployment insurance and worker's compensation insurance for all employees. Employees buy state disability insurance through mandated deductions from their salary.

Employees who sustain an injury on the job are eligible for worker's compensation. All work-related injuries must be reported to the Director of Human Resources within 24 hours of the accident.

The Institute provides life and long-term disability insurance for Resident Faculty members. Summary Plan Descriptions for both plans can be obtained from the Human Resources Office.

Section 12. Holidays

The Institute observes the following paid holidays: Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, and the New Year's Day. When a holiday falls on a Saturday it is usually observed on the preceding Friday. When a holiday falls on a Sunday, it is usually observed on the following Monday.

ARTICLE XVI. RETIREMENT PLAN

Section 1.

The Institute will contribute 2% of a Resident Faculty member's salary per academic year to the TIAA-CREF or VALIC retirement annuity plan for all eligible employees for the first year of this Agreement, July 1, 2002 to July 1 2003.

It is the intent of the Institute to develop and implement the following plan for apportioning retirement benefits over the five-year term of this Agreement. This plan is subject to negotiations during the annual Agreement re-opener.

Year	Employer Contribution	Employee Contribution
2003	2%	0%,1%,2%*
2004	5%	3%
2005	6%	4%
2006	7%	5%
2007	8%	6%

*In 2003, the Institute will contribute 2% regardless of the percent contribution of the Resident Faculty employee. In subsequent years, the employer will provide up to the amount indicated on the table for that year, provided the employee makes the comparable contribution per the table. In the event that an employee contributes less than indicated on the table, then the Employer's contribution will be reduced accordingly. For example, if the employee contributes 4% in 2007, the Employer would be obliged to contribute 6%, not 8%.

Retirement plan contributions shall be paid as premiums to TIAA-CREF or VALIC for individual retirement annuity contracts. Alternate plans may be substituted by mutual agreement of the Union and the Institute.

Section 2.

All Resident Faculty members must participate in the Faculty Retirement Plan at age 35 or older. An employee is eligible for the institutional contribution ninety (90) days after becoming a member of the bargaining unit.

Section 3. Tax-Deferred Savings Plan

The Institute maintains a Tax-Deferred Savings Plan under Section 403(b) of the Internal Revenue Code. This plan enables Resident Faculty employees to deposit pre-tax salary dollars in a TIAA-CREF or VALIC Supplemental Retirement Annuity. Employees must complete an application and sign a salary reduction agreement available from the Director of Human Resources. There is no waiting period for participation.

ARTICLE XVII. SABBATICALS AND OTHER LEAVES OF ABSENCE

Section 1. Sabbaticals

a. The Art Institute provides up to twelve (12) sabbatical contract units for eligible Resident faculty members each academic year.

b. Sabbatical credit is accrued at the rate of one sabbatical credit per contract unit worked in an academic year. Resident Faculty members who are in Tier B of the compensation step system are eligible for accelerated sabbaticals. When Tier B faculty have accrued at least twenty-four (24) sabbatical credit units they are eligible to apply for a three (3) contract unit sabbatical for one semester. Tier B faculty who have accrued at least thirty-six (36) sabbatical units are eligible to apply for a four (4) contract unit sabbatical for one year. Tier C Faculty members who have accrued at least thirty-six (36) sabbatical credit units are eligible to apply for a three (3) contract unit sabbatical for one semester or one year.

c. A Resident faculty member's pay rate during a sabbatical shall be equal to his/her pay rate per CU at the time of the sabbatical award. During the sabbatical leave, the group benefits package is maintained for the Resident faculty member at the same level to which he/she is normally entitled.

d. In early November, the Dean of Academic Affairs notifies all Resident Faculty members who will have accrued sufficient sabbatical credits by the end of that academic year to be eligible for sabbatical leave. To apply for such leave, an eligible employee must submit a formal project proposal that includes a description of how the sabbatical leave would contribute to her or his professional development/activity, its relevance to the applicant's specific fields of research and expertise, and how a sabbatical leave would contribute to and enrich the applicant's teaching activity. The sabbatical award is based on the strength of the project proposal, the number of accrued sabbatical credit units and the number of previous sabbatical leaves awarded. The application must be submitted to the Dean of Academic Affairs. Upon approval by the Dean of Academic Affairs, a sabbatical leave is awarded. If more sabbaticals are applied for than sabbatical CU's available, awards will be based upon the following criteria:

- faculty with no previous sabbatical leave from SFAI
- faculty with the most sabbatical credit units accumulated since their last sabbatical leave;
- In case of a tie, those with the earliest hire date at SFAI will be awarded the sabbatical leave.

e. Return from Sabbatical Leave

A recipient of sabbatical leave is expected to return to SFAI for at least one year following the leave unless special agreement is made between the individual and the Dean. At the end of the sabbatical leave, said recipient is contracted to teach the same class load that s/he carried in the year preceding the leave.

A recipient of sabbatical leave is expected to report back to the Institute the creative results of said leave. This report may take the form of an exhibit, a public lecture, or a written report submitted to the Dean of Academic Affairs. A recipient of sabbatical leave may make such a report at any time in the twelve (12) months following the sabbatical leave.

Section 2. Leaves of Absence.

Resident Faculty members may request a leave of absence without pay for a maximum period of one year. Requests for leaves of absence without pay shall be submitted in writing to the Dean for Academic Affairs. The Dean for Academic Affairs shall approve requests for leaves of absence unless the requested leave would adversely impact the academic program. However, in no case shall the request be unreasonably denied. The employee shall pay the full cost for continuation of employee coverage under the group benefits plan during an unpaid leave of absence. Exceptions to this policy are at the discretion of the Dean of Academic Affairs and require approval by the Office of Human Resources.

Section 3. Sick Leave

Resident Faculty members accrue sick leave at the rate of one day per month up to a maximum of twelve days. Accrued sick leave will enable continuation of salary for an employee who is unable to work due to illness or disability, including maternity (Section 7). For absences resulting from hospitalization or due to illness or disability lasting more than one week, sick leave benefits will be integrated with state disability insurance payments beginning the eighth calendar day of illness, to maintain but not to exceed the employee's full regular rate of pay. Since each day of sick leave will be charged at less than one day per day of illness when integrated with state disability insurance benefits, integration with state disability insurance payments will effectively extend the period of paid sick leave. Maximum accrual of sick leave is twelve (12) days (six (6) weeks of pay).

When a Resident Faculty member cannot attend class due to illness, it is said employee's responsibility to notify the office of the Dean of Academic Affairs and recommend who can provide equivalent instruction during their illness. It is the responsibility of the Dean of Academic Affairs to hire a temporary replacement.

Section 4. Disability and Family Leave

The Institute shall fulfill its obligation under any laws and regulations governing leaves of absence for medical, family and maternity leave. Such leaves shall be integrated with, but not in addition to, applicable leaves available under this Agreement and shall not be counted toward the maximum leaves of absence with benefits which may be granted under Section 2. of this Article.

Section 5. Jury Duty

A Resident Faculty member who is required to perform jury service that interferes with her/his teaching responsibilities shall be paid her/his regular salary for days absent due to jury service. The employee shall present a copy of the jury summons in order to be entitled to a continuation of salary during absences due to jury service and will receive his/her regular salary less all payments of amounts which the employee is entitled to receive for his/her jury service. The maximum amount of paid jury duty is two weeks. Any paid time beyond two weeks is at the discretion of the Dean of Academic Affairs.

Section 6. Bereavement Leave

A Resident Faculty members shall be granted bereavement leave with pay for up to three (3) business days in the event of the death of a spouse, daughter, son, sister, brother, parent,

grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, or domestic partner. Bereavement leave of two additional business days with pay shall be granted if the funeral is two hundred miles or more from said employee's residence.

Section 7. Maternity

A Resident Faculty member is eligible for maternity leaves of absence for up to six (6) months. For the first three (3) months of leave the Institute will continue to pay for the employee's participation in the group benefits package at the same level paid during the academic year prior to the maternity leave. The employee may continue group benefits by paying the required premiums to the Institute thereafter. The leave may cross over the course of two (2) semesters, but may not exceed six (6) months. The Dean of Academic Affairs must approve any exception to the six-month limit. Prior to maternity leave, a leave of absence form must be completed and approved by the Dean of Academic Affairs. Forms are available from the Director of Human Resources.

Section 8. Family and Medical Leave

A Resident Faculty members may request family or medical leave for a maximum of three (3) months during any 12-month period to care for a newborn infant, an infant newly placed with the employee for adoption or foster care, or to care for a seriously ill spouse, child, or domestic partner. Medical certification of such serious illness is required. Family leaves of absence are unpaid, except in the case of maternity in which sick leave benefits may apply to part or all of the family leave period. During family leave, the Institute continues to pay the cost of the employee's participation in the group benefit's package at a level consistent with the benefit eligibility at his/her guaranteed load. The Dean may grant extensions of paid benefits only under extenuating circumstances.

ARTICLE XVIII. FACULTY DEVELOPMENT

Section 1. Faculty Development Fund

The Institute shall provide \$15,000 for faculty development annually. Awards shall be made in accordance with the procedure described below and shall not be subject to the grievance and arbitration procedure of this agreement.

Section 2. Faculty Development Grants

The Institute provides funds for Faculty Development Grants to assist faculty in the development of their art and/or teaching.

In mid-March, the Dean of Academic Affairs solicits Faculty Development Grant applications from Resident faculty members. Applications are made in the form of a letter addressed to the Dean of Academic Affairs describing the nature, purpose, time-frame and cost of the proposed development project.

Faculty Development Grant recipients are chosen by the Faculty Development Grants Committee (elected by the faculty senate annually) based on the following criteria:

- Projects/Activities over and above what the applicant would normally do as part of his/her professional or academic work.
- An interesting proposal that gives sufficient details to be convincing and achievable.
- The proposal must indicate a connection to enriched teaching activity on the part of the applicant and have a direct correlation to the applicant's professional field(s) of activity.
- If the proposal includes travel and/or supplies, it must describe how these are integral to the project itself.
- The proposal must include a clear budget outline.

Upon completion of the project, the recipient will provide the Dean of Academic Affairs with a follow-up report on the activities supported by the Faculty Development Grant. Failure to provide follow-up reports will automatically disqualify the recipient from future development grants.

If the project or activity is not accomplished or completed within the specific period requested, this constitutes a breach of promise and the faculty member is required to reimburse the Faculty Development Grants Fund fully.

ARTICLE XIX. SEPARATION

Section 1. Resignation

Resignation is termination of appointment initiated by the employee. A Resident Faculty member may resign his/her appointment at the end of an academic year, provided that s/he gives notice in writing to the Dean of Academic Affairs no later than April 15. Emergency resignation due to illness, accident, or death in the family may be accepted at any time.

Section 2. Dismissal for Cause

Employment may be terminated for just cause by the Dean of Academic Affairs in cases including but not limited to: incompetence; continual failure in the performance of expected duties; misuse of confidential information; conviction of a felony with criminal intent; falsification of credentials and experience; deliberate and serious violation of the rights and freedom of fellow faculty members, administrators, staff, or students. In cases of incompetence or continual failure in the performance of expected duties, the Dean of Academic Affairs may terminate a Resident Faculty employee's contract after one month's notice. In all other cases, dismissal may be immediate with appropriate Union notification twenty-four (24) hours in advance of the action. Should a case of dismissal for just cause advance to arbitration, the Institute shall bear the full burden of proof.

The Institute may take disciplinary action short of dismissal whenever it is deemed appropriate. Disciplinary action may include counseling and written warnings, in which case a period of time is specified within which correction of the problem is expected. Should the employee fail to correct the problem or should the problem recur, another disciplinary action up to dismissal proceedings as described above may be taken. Whenever possible, disciplinary actions should be primarily corrective rather than punitive, and the employee should be provided adequate opportunity and time to correct the problem being complained of and must be afforded

adequate opportunity to respond to allegations made against him/her.

Section 3. Extended Mental or Physical Illness

The Institute may dismiss a Resident Faculty member who is unable to perform all or a substantial part of his/her duties for a period of more than twelve (12) months due to illness. Such a decision will be based upon clear and convincing medical evidence that the employee, even with reasonable accommodation, is no longer able to perform the essential duties of the position. The decision to terminate will be reached only after there has been appropriate consultation and after the employee, or someone representing the employee, has been informed of the basis of the proposed action and has been afforded an opportunity to present the employee's position and to respond to the evidence.

In the event of such termination, the Institute's Director of Human Resources will work with the affected employee to explore the applicability of disability programs. In the event of termination and inability to work for 90 calendar days, Long_Term Disability Insurance is available. Under this policy, employees are eligible for disability payments of up to 60% of salary. These disability insurance benefits are integrated with disability pay from other sources, including Social Security and the State Disability Insurance Program so that the employee will receive not less than \$100 and not more than \$5,000 per month. With annual certification of disability from a physician, the employee may continue to receive benefits for as long as he/she remains disabled.

Section 4. Layoff

Layoff is the termination of services of a Resident Faculty member before the expiration of her/his current Letter of Appointment without prejudice as to performance. Employees who are laid off shall have preference in re-hiring. Reasons for layoff are limited to, Financial Exigency and/or Curricular or Program/Department Changes. Decisions regarding layoff will be at the discretion of the Dean of Academic Affairs in consultation with the Union.

Section 5. Financial Exigency

Financial exigency is the critical and urgent need for the Institute to reorder its expenditures in such a way as to retain solvency.

Section 6. Curricular or Program/Department Changes

A Resident Faculty member may be laid off due to a major change, including discontinuation, in the curriculum or an academic program. In any such case, six (6) months notice shall be provided to the affected employee. If during the six (6) month period the employee finds alternative employment, then the balance of notice time remaining will convert to severance pay at the employee's current rate of pay. Every effort will be made to reassign said employee to another teaching position within the Institute. If placement in another position would be facilitated by a reasonable period of training, financial and other support for such training will be proffered.

Section 8. Layoff Procedures during Financial Exigency

If the Board of Trustees determines that a financial emergency exists, the President of the Institute will meet with the Faculty Senate to explain the financial exigency. Prior to layoffs, the Institute will make every effort to reassign affected Resident Faculty members to other teaching positions within the Institute. In the event of layoffs due to financial exigency, six (6) months notice shall be provided to the affected employee. If during the six (6) month period the employee finds alternative employment, then the balance of notice time remaining will convert to severance pay at the employee's current rate of pay.

The following guidelines for layoff due to financial exigency will be observed in the following order.

1. A freeze will be placed on the hiring of any new faculty.
2. Voluntary programs will be implemented, such as voluntary reduced salary and/or workloads, voluntary phased retirement or the placement of affected resident faculty into suitable and available non-teaching positions within the Institute. Voluntary reductions may include continuation of full benefits as determined by the Dean of Academic Affairs.
3. Visiting faculty will be laid off unless their departure would represent a serious and unresolvable distortion of the academic curriculum.
4. Resident faculty will be considered for layoff on the basis of lower seniority (i.e., the most recently hired) unless such consideration represents a serious and unresolvable distortion of the academic curriculum. A "serious and unresolvable distortion of the academic curriculum" is understood to mean any class required for a major, classes required for graduation, part of a required sequence of courses.

Any member of the Resident Faculty who has been laid off will have first priority for rehiring on the basis of seniority and appropriate qualifications for two years after the date of the layoff.

ARTICLE XX. PROFESSIONAL RESPONSIBILITIES

Section 1. Faculty Office Hours

Resident Faculty members will be available for student consultations at least two hours scheduled on two separate days per week each semester. While a Resident Faculty member is on sabbatical or leave of absence, office hours are not expected during the leave period.

Section 2. Faculty Professional Activity

All Resident Faculty members must be actively engaged in advancing their own academic and professional interests as a condition of their appointment and continuation as

members of the Institute faculty. Resident Faculty are responsible for keeping abreast of both the scholarship and pedagogy of their respective professional field(s) and related areas, and are expected to actively pursue activities that would promote and advance their professional status in the field of their specific interest or expertise.

Membership in professional societies related to the individual Resident Faculty employees' specialty fields of instruction or academic practice should enhance professional development. To encourage professional society membership, the Employer, effective July, 1, 2003, will annually reimburse resident faculty members for one (1) such membership, as indicated below.

	Employer pays	Employee pays
Membership	50% of first \$200	remainder

Each Resident Faculty member shall submit the name of the professional society for which they want reimbursement, along with information on dues, to the Dean of Academic Affairs for approval. Such approval shall not be unreasonably withheld.

Upon presentation of a receipt, or other proof of payment, the Employer will reimburse the employee for the approved professional society dues payment.

The principal obligation to recommend and guide faculty development plans and programs belongs to the Dean of Academic Affairs. Faculty development programs may include: publications, exhibitions, professional lectures, visiting artist engagements, awards, grants, research, consulting, travel, leaves of absence, sabbaticals, conferences, professional organization meetings and other such activities that assist faculty growth and development. The Institute, through the Dean of Academic Affairs, provides limited funding to assist faculty members in pursuit of development programs, see Article XVIII ("Faculty Development," Section 1.)

Section 3. Faculty Responsibility for Safety and Health

In compliance with SB 198, the Institute is obligated to maintain an Injury and Illness Prevention Program (IIPP) and provide and document training for its employees. As a condition of employment it is mandatory for all Resident Faculty employees to attend safety and health training and testing at least once each year and to comply with all requirements as outlined in the IIPP Document. Complete copies of the IIPP are available from either the Facilities Manager or Director of Human Resources.

ARTICLE XXI. PERSONNEL FILES

Personnel files for all Resident Faculty members are kept in the Academic Affairs and Human Resources Offices. Employees may at reasonable off-duty times, and at reasonable

intervals, upon request, inspect such parts of their personnel files as are used or have been used to determine the employee's qualification for employment, promotion, additional compensation, termination or other disciplinary action. This does not apply to letters of reference, or to any other matter excluded by California Labor Code Section 1198.5.

ARTICLE XXII. PAST PRACTICES

All existing personnel policies, practices, benefits, and working conditions of the Institute or any portion thereof, written or unwritten, applicable to members of the bargaining unit shall be continued in effect unless in conflict with this Agreement as now existing or as amended by subsequent agreement between the parties. In the event of such conflict, this Agreement shall prevail, unless a side letter of agreement is negotiated.

ARTICLE XXIII. NO STRIKE/NO LOCKOUT CLAUSE

The Union will not call, cause, or sanction, nor will the members of the bargaining unit engage in, any strike, sympathy strike, picketing or work stoppages of any kind, nor will the Institute lock out employees subject to this bargaining agreement, during the term of this agreement. In addition, the Union recognizes the Institute's right to take disciplinary action against Resident Faculty employees who fail to fulfill their contractual responsibilities.

ARTICLE XXIV. ALTERATION OF AGREEMENT

Section 1.

The terms and conditions of this Agreement shall not be modified, amended, or altered in any way unless modified, amended, or altered in writing and signed by both parties.

Section 2.

Both parties agree that this Agreement covers all arrangements concerning wages, hours, and terms and conditions of employment that are to be in effect during the term of the Agreement. Therefore, both parties agree that, except as specified elsewhere in this Agreement, no further obligations exist to bargain collectively about wages, hours, or terms and conditions of employment prior to the expiration of the Agreement, unless both parties agree otherwise.

ARTICLE XXV. AUTOMATIC CONTRACT EXTENSION

If, pursuant to negotiations for a new Collective Bargaining Agreement, no agreement is reached prior to the expiration date, this Agreement shall continue in effect unless terminated by either party upon seven (7) calendar days written notice to the other; provided, however, that in any event the recognition of the Union shall continue.

ARTICLE XXVI. DURATION OF AGREEMENT AND AMENDMENTS

Section 1.

This Agreement shall be effective for five years, July 1, 2002 through June 30 2007, and from year to year thereafter unless either party thereto has given written notice to the other of their desire to have the same changed, modified, or terminated. Such notice must be given at least sixty (60) days prior to June 30, 2007, or sixty (60) days prior to any subsequent June 30. If such notice is not given, then this Agreement is to stand as renewed for a year following its anniversary. If such notice is given, this Agreement terminates on the anniversary date immediately following such notice.

Section 2.

It is hereby agreed that either party may reopen this Agreement sixty (60) days prior to June 30, 2003 under a legal re-opener for the sole purpose of negotiating Appendix A: Faculty Assessment, Advancement and Compensation & Assessment Categories and Criteria Checklist (Appendix A), Group Benefit Package (Article XV), Retirement Plan (Article XVI), Release Time for Faculty Senate President and FUSFAI President (Article IX, Section 5.) Maximum/Minimum Class Size & Class Cancellations (Article X), or any other Article[s] mutually agreeable to both parties.

Section 3.

It is agreed that either party may reopen the Agreement sixty (60) days prior to June 30, 2004, 2005, 2006, and/or 2007 under a legal re-opener for the sole purpose of negotiating compensation and benefits (Articles XIII, XV, and Appendix A), and any other Article[s] mutually agreeable to both parties.

Section 4.

Failure to agree on the terms of a successor agreement subsequent to a contract opening under Section 1 of this Article is not subject to the grievance and arbitration procedure of this Agreement.

Appendix A FACULTY ASSESSMENT, ADVANCEMENT, AND COMPENSATION

The Institute seeks to establish a program of Resident Faculty employee assessment, advancement and compensation that will best support both the institution's and the faculty's development. Committed to the advancement of superior education in the visual arts, the Institute must provide for the recognition of employee accomplishment and service in a timely and consistent fashion. This program must be fair and equitable. It must be flexible and responsive. It must be streamlined and manageable. Above all, the program must reflect the institution's commitment to a faculty comprised of artists.

I. The Step System

Rank	Step	Salary/Contract Unit	x6Contract Units
Professor A	1	\$5,000	\$30,000
	2	\$5,417	average \$32,500
	3	\$5,833	\$34,998
Professor B	4	\$7,000	\$42,000
	5	\$7,800	
	6	\$8,600	average \$54,000
	7	\$9,400	
	8	\$10,200	
	9	\$11,000	\$66,000
Professor C	10	\$12,000	\$72,000
	11	\$12,500	
	12	\$13,000	
	13	\$13,500	
	14	\$14,000	\$84,000

Every member of the Resident Faculty will be recognized as Professor, reflecting the institution's commitment to artists of the highest stature and the understanding that every Resident Faculty member will contribute significantly, although differently, to the overall institution. There will, however, be real distinctions among the rank tiers, corresponding to an individual artist's accomplishments, years of service, and contributions to the institution.

Advancement through the Step System

All Resident Faculty employees at Steps 1-9 will have renewable two-year contracts. Employees at Steps 10-14 will have renewable three-year contracts. All employees will be reviewed for step advancement coinciding with individual contract renewal. An employee entering the bargaining unit on the basis of accumulated contract units taught at the Institute (see

Article I), will enter at a step level which is equal to, or greater than, the average remuneration received by said employee for the last four (4) contract units taught. The length and terms of said employee's contract will be consistent with the length and terms of contracts for all other employees at the equivalent Step.

Approximately half of the Resident Faculty will be eligible for step review annually (i.e. eligible for both advancement through the step system and corresponding increases in compensation). The date of initial assessment for new Resident Faculty will be determined so as to maintain a balance such that approximately 50% of the faculty are reviewed each year.

Initial evaluation of Resident Faculty employees will be done by a Peer Review Panel consisting of three people: one elected by the Faculty Senate, one selected by the reviewee, and the third chosen by the other two. One of the three panel members may be from outside the Institute. The person selected by the Faculty Senate will serve on all Peer Review Panels for the current review sequence. Peer Review Panel results are advisory and subject to final action by the Dean of Academic Affairs. Decisions will be subject to existing grievance procedures.

Resident Faculty employees will be evaluated on four criteria: Teaching Performance and Effectiveness, Professional Activity, Institutional Service, and Community Service. Each criteria will receive a different weight within an individual's overall assessment. The weighting of individual criteria will be determined at the outset of every contract period by the employee in consultation with the Dean. Weighting percentages can be adjusted at a contract mid-point by specific request to and approval of the Dean. The ranges for such weighting are as follows:

Teaching Performance and Effectiveness:	40-70%
Professional Activity:	15-50%
Institutional Service:	10-25%
Community Service:	0-15%

In preparing a Resident Faculty member's evaluation, the Dean will refer to the individual's annual self-evaluation forms, student evaluations, and his/her observations and understanding of an individual's overall performance. The Dean will use the Assessment Categories and Criteria Checklist (Appendix A) in formulating the final evaluation. A scale rating of 1-5 will be used for each assessment category as follows:

- 5 - Outstanding
- 4 - Meritorious
- 3 - Standard
- 2 - Below Standard
- 1 - Unsatisfactory

A Resident Faculty employee whose evaluation is "Standard" or higher will be eligible for step advancement and a corresponding increase in compensation. Annual budgeting will always start with an assumption of 100% step advancement for all eligible Resident Faculty employees in that year. However, budget restrictions may limit the number of step advancement

that can be accommodated in a given year. When all Resident Faculty employee evaluations for the year have been completed and the institutional operating budget finalized, a maximum amount for step advancement may be established. Step advances not granted due to budget limitations will not be considered a failure to advance.

Notice and Reports

Upon being notified of advancement or non advancement, a Resident Faculty employee shall receive a written summary of his/her assessment and a copy of his/her scores in each of the four categories. In the event of a negative assessment, an employee shall receive written suggestions for improvement for each category in which it was determined that improvement was needed.

Upon completion of all Resident Faculty employee evaluations for the year, the Institute will provide the Union with complete copies of all such evaluations conducted during that year. The Institute may, at its discretion, delete employee's names and/or personal identification numbers from the documents that it provides to the Union.

Merit Bonus

The Dean will have a limited amount of funds available to distribute as merit bonuses to any Resident Faculty member who has demonstrated exceptional performance in any year. Such compensation will be in addition to any advancement through the step system and will not effect step placement or advancement. Merit bonuses will not be paid until all successful Step and Rank advances have been fully funded.

Accelerated Advancement

There will be the opportunity for accelerated double-step advancement annually. Double steps may be given by the Dean to Resident Faculty employees who receive among the highest scores of all faculty in the annual evaluations. A double step may be given to an individual at any step within the system. Should the double step accelerate an individual across a rank tier, a special tier review committee will be assigned to review the advancement. Accelerated advancement will not be offered unless all successful Step and Rank advances have been fully funded.

Failure to Advance

A Resident Faculty employee who does not receive a step advancement because his or her evaluation is "Below Standard" or "Unsatisfactory" will be reevaluated at the next appropriate review period (two years in Steps 1-9, three years in Steps 10-14). If, at the conclusion of this review cycle, the employee is still not advanced because of poor performance, he or she may be given a one-year contract with the opportunity to be reviewed again at its conclusion. If this final evaluation also does not yield merit advancement, no further contracts

will be offered.

Delayed Advancement

A Resident Faculty employee may choose to delay advancement for any reason for one year without prejudice except if a "failure to advance" cycle (as described above) has begun. During the delay period, said employee will remain at his or her current step. The Dean must approve any additional delays.

Grievance Procedures

Grievance procedures will be per existing contract.

II. Rankings

The program establishes three distinct tiers corresponding to the step system. The tiers also correspond to an individual's position within the institution, as well as the institution's commitment to the individual. The distinctions among the tiers are as follows.

Tier A (Steps 1-3) For more junior members of the faculty. Two-year contracts. Compensation ranging from \$5,000 to \$5,833 per contract unit. Service counts toward sabbaticals for Resident Faculty in Tier A.

Tier B (Steps 4-9) For established members of the faculty who are active in their fields, their classroom and the institutional community. Two-year contracts. Compensation ranging from \$7,000 to \$11,000 per contract unit. When a Resident Faculty member in Tier B has accrued at least twenty-four (24) sabbatical credit units he/she is eligible to apply for a three (3) contract unit sabbatical for one semester. When a Tier B Resident Faculty member has accrued at least thirty-six (36) sabbatical units s/he is eligible to apply for a four (4) contract unit sabbatical for one year.

Tier C (Steps 10-14) For the most senior members of the faculty who have demonstrated outstanding accomplishment and service (recognized leaders internally and externally). Three-year contracts. Compensation ranging from \$12,000 to \$14,000 per contract unit. When a Resident Faculty member in Tier C has accrued at least 36 sabbatical credit units s/he is eligible to apply for a three (3) contract unit sabbatical for one semester or one year. Appointment presented to Board of Trustees.

Advancement in Ranking

Advancement in ranking provides an opportunity for significant assessment of a Resident Faculty employee by peers and the institution. It also provides an opportunity for significant growth in compensation and institutional commitment to an individual. Rank review will be conducted by a peer committee established by the Dean. As is currently the case, peer committee recommendation is advisory and subject to final action by the Dean. The process and

results of movement between tiers will be as follows.

Movement from Tier A to Tier B

When a Resident Faculty employee is ready to move from Step 3 to Step 4, a comprehensive assessment will be conducted. Any consideration of an individual's advancement from Tier A to B will utilize the standards of accomplishment detailed in this Appendix.

The review will be conducted by a peer committee comprised of the Dean or designate (who chairs), one (1) faculty member in a candidate's discipline (or sharing one discipline in which the candidate excels), and one (1) other faculty member. A candidate may challenge up to one (1) proposed appointment to the committee. In such case, the Dean will be required to appoint a new committee member.

Criteria for review will be based on the four (4) criteria used in step reviews, plus the relevance of an individual's teaching and professional practice to the overall curricular program (i.e. is this an area/discipline where the curriculum is growing or shrinking). The weighted percentages given to each criteria will be established as per step reviews.

Information presented by the candidate will be much the same as in step review; however, it will be more extensive. While emphasizing activity in the past two (2) years (since last step review), tier reviews will be cumulative. The candidate's submitted portfolio should include slides or other representation of professional work, as well as a limited number of professional references (proposed by the candidate with the approval of the Dean.) The review committee will also have access to information submitted for previous year step reviews.

Movement from Tier B to Tier C

Tier C represents the most significant relationship between the institution and an individual Resident Faculty member. Because of the stature of those who reach this level, these appointments will be presented to the Board of Trustees.

The review will be conducted by a peer committee comprised of the Dean or designate (who chairs), one (1) faculty member in a candidate's discipline (or sharing one discipline in which the candidate excels), and two (2) other faculty member. A candidate may challenge up to one (1) proposed appointment to the committee. In such case, the Dean will be required to appoint a new committee member.

Review criteria will be the same in reviews to move between Tier A and B. Given the stature of these appointments, the expectations will be higher, as is appropriate and relevant to an individual's stage of career. Therefore, the cumulative scores of Tier B reviews must have a preponderance of "Meritorious" and/or "Outstanding" evaluations.

Option to Not Advance

A Resident Faculty employee who reaches Step 9 may choose to not apply for further advancement. In such cases, said employee will remain at Step 9 for up to six years. Biannual reviews will continue and the employee must have "Standard" or above overall evaluations during this period or the employee begins a "failure to advance" cycle. This status may be extended beyond six years by request to the Dean. Such a request will be considered by a special review committee established by the Dean for this purpose.

Failure to Advance between Ranks

Failure to advance between ranks will represent a shift in the institution's relationship with a Resident Faculty employee. If an individual is not advanced between Tier A and B, the institution will make all efforts to extend a one-year visiting contract to the candidate. The Dean will also have the authority to offer an adjunct position to said employee, if circumstances so warrant.

If an individual is not advanced from Tier B to Tier C, he/she may be held at Step 9 for a maximum of two additional contract periods (4 years) at the discretion of the Dean. The Dean may also shift an appointment to adjunct, if circumstances so warrant.

If there is ever reason to limit advancements due to budget limitations, Tier advancements will always be given priority over regular step advancements.

ASSESSMENT CATEGORIES AND CRITERIA CHECKLIST

The general assessment criteria fall within four categories:

1. Teaching Performance and Effectiveness	40 - 70%
2. Professional Activity	15 - 60%
3. Institutional Service	10 - 25%
4. Community Service	0 - 15%

1. Teaching

A. Ability to impart to students the principles that are basic to the subject and to inspire and stimulate a creative engagement with these principles:

1. Review of syllabus for each course where a syllabus is appropriate
2. Student evaluations of teaching (to be read only by faculty, Dean, and Peer Review Panel). Only accumulated aggregate evaluation data will be used for advancement considerations.
3. Review of the appropriateness of teaching methodology and its effectiveness.

- B. Student advising and consulting outside of assigned studio classroom hours.
 - 1. Posting and availability for advising hours.
- C. Teaching responsibilities
 - 1. Meeting classes on time and as scheduled
 - 2. Attending to material needs of the courses (ordering equipment, supplies, arranging for trips, scheduling guests, etc.)
 - 3. Demonstrated concern for equipment maintenance and safety for students
 - 4. Timely preparation of accurate course descriptions
 - 5. Timely preparation of detailed course syllabus and distribution to students
 - 6. Timely and thorough grading and evaluation of students
 - 7. Sufficient information on course requirements provided to students so that they can fulfill course requirements
- D. Relationship to the educational goals and general needs of the institution
 - 1. Overall assessment of faculty member as he/she relates to the institution
 - 2. Contribution to program development; developing new courses
 - 3. Relationship of course goals to program goals
- E. Directed Studies
- F. Other
- II. Professional Activity
 - A. Exhibitions
 - 1. Solo (International, national, local and type of venue)
 - 2. Group (International, national, local and type of venue)
 - B. Books
 - C. Journal and magazine articles
 - D. Catalogs
 - E. Performances, screenings
 - F. Developing media/software
 - G. Reviews
 - H. Curating exhibitions
 - I. Editing books, journals
 - J. Conference presentations
 - K. Visiting Artists
 - L. Lectures
 - M. Grants, awards, honors

- N. Research
- O. Educational advancement (classes, degrees, conferences)
- P. Other

III. Institutional Service

- A. Graduate Reviews
- B. Portfolio reviews for scholarships and admissions
- C. Admission committee
- D. Ad Hoc committees
- E. Post Bac reviews
- F. Initiating/participating in interdepartmental projects
- G. Student mentor
- H. Student recommendation letters
- I. Advising student organizations
- J. Institutional committees: faculty, staff
- K. Faculty Senate - office (attendance required)
- L. Faculty Union
- M. Curriculum committees
- N. Faculty Trustee/Board committees
- O. Grievance committee
- P. Senior Studio committee
- Q. Wall space committee
- R. Conferences
- S. Workshops/Training
- T. WASC/accreditation committees
- U. Area activities, meetings, shows, committees, receptions
- V. Peer Review Panel
- W. Other

IV. Community Service

- A. Volunteerism (i.e. neighborhood murals, public sculpture, etc.)
- B. Activity in professional organizations
- C. Judging exhibitions
- D. Serving on topical panels
- E. Professional consulting
- F. Board service on organizations
- G. Donating art and/or services to non-profit organization/causes
- H. Speaking engagements
- I. Serving on grants panel
- J. Other

Memorandum of Understanding #1

If the Employer provides alternative health care plan options during the term of this agreement, employees may opt to participate in those alternative plans. Enrollment will be subject to the provisions of the particular benefit carrier and the employer's premium contribution policy.

Memorandum of Understanding #2

Ratified June 25th, 2003

A. CHANGE FROM TWO TO THREE YEAR EVALUATION CYCLE

As part of the wage and benefit re-opener for the July 1, 2002 through June 30, 2007 contract it is agreed that effective July 1, 2003 the biannual review cycle for ranks of Professor A and Professor B will be shifted to a three year cycle, in accordance with the rank of Professor C. Faculty who are eligible for the biannual review in the spring of 2003 will be postponed one year, to the spring of 2004.

In order to realign the review cycle it is also agreed that those faculty who have been granted Resident Faculty status on July 1, 2002 and July 1, 2003 will be eligible for their review at the same time, in the spring of 2006, and every three years thereafter.

B. COMPENSATION FOR GUIDED STUDIES IN THE SUMMER MFA PROGRAM

Proposed addition to Article IX
Section 6. Guided Studies

Guided Studies for the Summer MFA program will be compensated at \$600 per student, per semester with a maximum of three (3) guided studies per academic year assigned to any Resident Faculty. Acceptance of guided studies are not included in Resident Faculty members' teaching loads.

C. DESCRIPTION OF AND COMPENSATION FOR DEPARTMENT CHAIRS

MEMORANDUM OF UNDERSTANDING REGARDING DEPARTMENTAL CHAIR POSITIONS & CHAIR RESPONSIBILITIES Between THE SAN FRANCISCO ART INSTITUTE FACULTY UNION And THE SAN FRANCISCO ART INSTITUTE

This letter of understanding outlines the following alterations and amendments to the Collective Bargaining Agreement currently in effect (July 1, 2002-June 30, 2007) between the Resident Faculty of the San Francisco Art Institute and the Faculty Union of the San Francisco Art Institute.

As of July 1, 2003 the San Francisco Art Institute will recognize the establishment of Departmental Chair positions for the following areas of instruction: Painting, Ceramics/Sculpture, Printmaking, Photography, New Genres, Digital Media, Filmmaking and Liberal Arts. Each Departmental Chair position will be appointed by the Dean of Academic Affairs based on the recommendations submitted by members of the Resident Faculty teaching within each specific area of study. These recommendations must be submitted to the Dean of Academic Affairs no later than May 1st of each year. Resident Faculty members who teach

across one or more disciplines are encouraged to participate in the recommendation procedure for all disciplines they may represent. Each Chair position will be appointed for a two-year period. Each Chair position will be appointed on rotating basis from Resident Faculty represented in each discipline area.

Under extraordinary circumstances the Dean of Academic Affairs may make adjustments to the two-year appointment period.

Specific Duties and Responsibilities of Departmental Chair Positions:

- . To be available for consultation and advocacy for students regarding their classroom/studio experience.
- . To provide leadership, representation and oversight at the departmental and interdepartmental level.
- . To be a regular, attending and contributing member of the Academic Department Council, a committee composed of the Department Chairs.
- . To schedule departmental meetings on a tri-weekly basis throughout each semester and on an as-needed basis during the summer to address curricular changes and curricular planning and accreditation requirements for the future.
- . To provide for consultation with and oversight of departmental staff in their respective departments.
- . To oversee departmental budget development in collaboration with departmental staff.
- . To facilitate communication between the faculty and staff of their respective departments and the Dean of Academic Affairs and the executive administration
- . To provide reports to the Faculty Senate on individual departmental matters as requested by the Faculty Senate President.
- . To work with the Faculty Senate and its sub-committees in the development of curricular and strategic initiatives.
- . To organize and chair search/selection committees for Visiting and new Resident Faculty appointments in accord with procedures set forth in the Faculty Manual.
- . In collaboration with the Academic Advisor participate in the tracking and advising of relevant studio majors.
- . To have a working knowledge of other departmental curricula for the facilitation of cross-departmental programs and concentrations.
- . To work with the Department of Enrollment Services (Admissions and Recruitment), the office of Academic Affairs, the Graduate Council and the Faculty Senate to advance the work of the Academic Planning Boards to define detailed curricula, identify and create new Graduate

Programs and identify human and physical resources needed to implement various academic and curricular changes.

Other responsibilities of Chair positions will be assigned as per on-going discussions with the Dean of Academic Affairs.

Departmental Chair positions will be compensated at the rate of one contract unit per year awarded as release time from regular course assignments.

Memorandum of Understanding #3

SUSPENDING THE FOUR-IN-ONE PROVISION

This Memorandum of Understanding (MOU) is attached to the 2002-2007 Collective Bargaining Agreement (CBA). The parties agree that the "12 in 4" provision in Article I of the CBA shall be suspended from July 1, 2004, through June 30, 2005. The purpose of this suspension is to allow time to develop and implement an appropriate peer review process for the evaluation of non-resident faculty members. This process shall be drafted expeditiously by a committee comprising representatives of the administration, faculty senate, and visiting faculty. The parties recommend that every effort be made to have the new review process operative by the start of the fall semester in 2004. To the extent practicable, non-bargaining-unit faculty members affected by the suspension of the "12 in 4" mechanism shall be reviewed in order of seniority at the Institute.

No appointment made to non-bargaining-unit faculty in academic year 2004/05 shall add to an individual's cumulative total of contract units taught at the Institute, but neither shall the year be counted against the individual. At the beginning of academic year 2005/06, the "12 in 4" process shall be reinstated with the previous year being counted neither towards the accrual of contract units, nor the passage of time. Non-bargaining-unit faculty members who met the "12 in 4" requirements by July, 2004, and who received favorable peer reviews under the newly developed peer review process for non-bargaining-unit faculty in academic year 2004/05, shall be advanced into the resident faculty and become members of the bargaining unit, effective July 1, 2005. This MOU shall have no effect on faculty members who already met the "12 in 4" criteria and were incorporated into the resident faculty prior to the spring semester, 2004.

Memorandum of Understanding #4

ENROLLMENT IN LARGE GRADUATE SEMINARS

This Memo of understanding indicates an agreement between SFAI and the FUSFAI to include a category within the table of class types and enrollment sizes in Article Ten Section One of the CBA which describes a "Large Graduate Seminar" with a minimum enrollment of 12 students and a maximum of 21. This addition is agreed upon by both parties for the duration of the

Spring semester 2004, on the condition that Article Ten will be reopened for revision along with the Wage and Benefit Reopener in Article 26 Section Three.

Memorandum of Understanding #5

The FUSFAI and the administration shall schedule regular meetings during 2004-2005 to discuss sabbatical accrual, the review and regularization of visiting faculty, guaranteed teaching loads, assessment cycles and tenure. The issues of sabbatical accrual and the "12-in-4" system shall be addressed by the parties first.

Memorandum of Understanding #6

This Memorandum of Understanding (MOU) is attached to the 2002-2007 Collective Bargaining Agreement (CBA) between the San Francisco Art Institute (SFAI) and the Faculty Union of the San Francisco Art Institute (FUSFAI).

These Articles amend prior language in the CBA:

ARTICLE IX. TEACHING LOADS, ASSIGNMENTS & EQUIVALENCIES

Section 5. Release Time for Faculty Senate President and FUSFAI President

The Chair of the Faculty Senate, and the President of the Union or his/her designee shall accrue release time equivalency credit at the rate of one quarter (1/4th) of a Contract Unit (CU) of release time per semester served.

ARTICLE XIII. SALARY AND RANK ADVANCEMENT

Section 1. Salary Increases

The across-the-board increase for Steps 2 through 12 in the 2004-05 academic year is 3%.

Section 2. Salary Minima

No resident faculty member shall receive less than \$7,000 in salary for each contract unit of work at the Institute. See Appendix "A," Faculty Assessment, Advancement and Compensation, for additional details regarding salary and rank advancement.

ARTICLE XVI. RETIREMENT PLAN

Section 1.

The Institute shall continue to contribute 2% of a Resident Faculty member's salary to the TIAA-CREF or VALIC retirement annuity plan through December 31, 2004.

The Institute will contribute a minimum of 2% of a Resident Faculty member's salary per academic year to the TIAA-CREF or VALIC retirement annuity plan, effective January 1st, 2005. In addition to this 2% minimum contribution, the employer shall match employee contributions up to an additional 3%. Between 1 January 2005 and 30 June 2005, therefore, the employer's maximum contribution shall be 5%.

It is the intent of the Institute to develop and implement the following plan for apportioning retirement benefits over the five-year term of this Agreement. This plan is subject to negotiations during the annual Agreement re-opener.

Year	Employer Contribution	Employee Contribution
2004	2%	0%, 1%, 2%*
2005 (1st half)	5%	3%*
2005/6	6.5%	4.5%
2006/7	8%	6%

*In 2004, the Institute will contribute 2% regardless of the percent contribution of the Resident Faculty employee. In subsequent years, the employer will provide up to the amount indicated on the table for that year, provided the employee makes the comparable contribution per the table. In the event that an employee contributes less than indicated on the table, then the Employer's contribution will be reduced accordingly. For example, if the employee contributes 4% in 2007, the Employer would be obliged to contribute 6%, not 8%. Retirement plan contributions shall be paid as premiums to TIAA-CREF or VALIC for individual retirement annuity contracts. Alternate plans may be substituted by mutual agreement of the Union and the Institute.

APPENDIX A

I. The Step System

Rank	Step	Salary/Contract Unit	x6 Contract Unit

Professor A	1	\$7,000	\$42,000

Professor B	2	\$7,210	\$43,260
	3	\$8,034	\$48,204
	4	\$8,858	\$53,148
	5	\$9,682	\$58,092
	6	\$10,506	\$63,036
	7	\$11,330	\$67,980

Professor C	8	\$12,360	\$74,160
	9	\$12,875	\$77,250
	10	\$13,390	\$80,340
	11	\$13,905	\$83,430
	12	\$14,420	\$86,520