

AGREEMENT BETWEEN
THE ART INSTITUTE OF PHILADELPHIA
AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, DISTRICT COUNCIL 47, AFL-CIO

March 20, 2009 to March 20, 2012

Table of Contents

<u>ARTICLE 1. PREAMBLE</u>	<u>1</u>
<u>ARTICLE 2. UNION SECURITY</u>	<u>1</u>
<u>ARTICLE 3. DUES CHECK-OFF</u>	<u>1</u>
<u>ARTICLE 4. MANAGEMENT RIGHTS</u>	<u>3</u>
<u>ARTICLE 5. ACADEMIC CALENDAR</u>	<u>3</u>
<u>ARTICLE 6. NON-DISCRIMINATION</u>	<u>4</u>
<u>ARTICLE 7. APPOINTMENTS AND RENEWALS</u>	<u>4</u>
<u>ARTICLE 8. TEMPORARY EMPLOYEES</u>	<u>9</u>
<u>ARTICLE 9. HOURS OF WORK</u>	<u>10</u>
<u>ARTICLE 10. OFFICE HOURS</u>	<u>13</u>
<u>ARTICLE 11. SENIORITY</u>	<u>14</u>
<u>ARTICLE 12. QUALIFICATIONS</u>	<u>16</u>
<u>ARTICLE 13. WORKING CONDITIONS</u>	<u>18</u>
<u>ARTICLE 14. HEALTH AND SAFETY</u>	<u>23</u>
<u>ARTICLE 15. COURSE MATERIALS</u>	<u>24</u>
<u>ARTICLE 16. WAGES</u>	<u>27</u>
<u>ARTICLE 17. BENEFITS</u>	<u>30</u>

<u>ARTICLE 18. TIME OFF WITH PAY — ILLNESS AND DISABILITY</u>	<u>30</u>
<u>ARTICLE 19. TIME OFF WITH PAY — PERSONAL DAYS</u>	<u>32</u>
<u>ARTICLE 20. TIME OFF WITH PAY — HOLIDAYS</u>	<u>32</u>
<u>ARTICLE 21. TIME OFF WITH PAY — VACATION</u>	<u>33</u>
<u>ARTICLE 22. TIME OFF WITH PAY — BEREAVEMENT LEAVE</u>	<u>33</u>
<u>ARTICLE 23. TIME OFF WITH PAY — JURY DUTY</u>	<u>34</u>
<u>ARTICLE 24. TIME OFF WITHOUT PAY — PERSONAL LEAVES</u>	<u>34</u>
<u>ARTICLE 25. FACULTY DEVELOPMENT</u>	<u>34</u>
<u>ARTICLE 26. TUITION ASSISTANCE REIMBURSEMENT</u>	<u>36</u>
<u>ARTICLE 27. WORKSHOP/SEMINAR/PROFESSIONAL MEETING ATTENDANCE</u>	<u>38</u>
<u>ARTICLE 28. PROFESSIONAL SOCIETY MEMBERSHIP</u>	<u>39</u>
<u>ARTICLE 29. SABBATICAL</u>	<u>39</u>
<u>ARTICLE 30. COMMITTEES</u>	<u>41</u>
<u>ARTICLE 31. DISCIPLINE AND DISCHARGE</u>	<u>44</u>
<u>ARTICLE 32. GRIEVANCE — ARBITRATION PROCEDURE</u>	<u>47</u>
<u>ARTICLE 33. PROFESSIONAL COURTESY</u>	<u>48</u>
<u>ARTICLE 34. AGREEMENT AGAINST STRIKES AND LOCKOUTS</u>	<u>48</u>
<u>ARTICLE 35. PERSONNEL RECORDS</u>	<u>48</u>

<u>ARTICLE 36. NOTIFICATIONS</u>	<u>49</u>
<u>ARTICLE 37. SEPARABILITY</u>	<u>50</u>
<u>ARTICLE 38. NATURE OF AGREEMENT</u>	<u>50</u>
<u>ARTICLE 39. TERMINATION</u>	<u>50</u>
<u>APPENDIX 1 — GENERAL EDUCATION NOT OVER 26 STUDENTS</u>	<u>50</u>
<u>MEMORANDUM OF AGREEMENT—ACADEMIC TITLES</u>	<u>51</u>
<u>MEMORANDUM OF AGREEMENT—DISTANCE LEARNING</u>	<u>51</u>
<u>MEMORANDUM OF AGREEMENT – ACCREDITATION REVIEW OF ACADEMIC AREAS</u>	<u>52</u>
<u>LETTER OF INTENT —MIDDLE STATES ACCREDITATION</u>	<u>52</u>
<u>LETTER OF INTENT — MULTI-QUARTER SCHEDULING</u>	<u>53</u>

Article 1. PREAMBLE

1. The Agreement made this 20th day of March, 2009 by and between the Art Institute of Philadelphia, at 1622 Chestnut Street, Philadelphia, PA 19103 (hereinafter called "the Employer") and in all places where the Employer may offer services and the American Federation of State, County and Municipal Employees, District Council 47, AFL-CIO at its 1606 Walnut Street, Philadelphia, PA 19103 location (hereinafter called "the Union").
2. The Employer recognizes the Union as the sole and exclusive bargaining agent for its entire faculty. Faculty are those individuals employed at The Art Institute of Philadelphia for the primary purpose of providing instruction to Art Institute of Philadelphia students, both in the classroom and to students in remote locations for which the students receive academic credit. This faculty comprises the bargaining unit. No instruction will be provided to Art Institute of Philadelphia students by individuals outside the bargaining unit without express written permission of the union. It is understood that faculty in an additional location, as defined by Federal financial guidelines and accreditation standards located more than 100 miles from the employer's current location are specifically excluded from this bargaining unit.

Article 2. UNION SECURITY

1. Members of the bargaining unit who are currently union members shall continue their membership for the duration of this agreement.
2. Members of the bargaining unit who are currently not union members shall not be required to join the union, but they shall be required to pay a service fee equal to the full amount of the applicable union dues. However, if such employees decide to join the union, they shall continue their membership for the duration of this agreement.
3. Members of the bargaining unit who are hired after March 17, 1987 shall, after the expiration of thirty days of employment, be required to join the union and shall continue their membership for the duration of this agreement.

Article 3. DUES CHECK-OFF

1. The Employer agrees for the term of this agreement, when so authorized by the individual employee, in writing, to deduct on a monthly basis from the salary or wages due each employee the amount which AFSCME, District Council 47 shall by written notice certify to the Employer as due from such

employee on account of membership dues. Management will provide the Union with the names of newly hired faculty within one week of their commencement of employment.

2. An employee's voluntarily written dues deduction authorization shall remain effective in accordance with the terms of such authorization. The form of the Check-Off authorization which shall be used for the purposes of this provision of the collective bargaining agreement shall be as follows:

CHECK-OFF AUTHORIZATION

You are hereby requested and authorized to deduct each month from salary or wages due and payable to me, my regular monthly union dues and pay the sum so deducted to the American Federation of State, County and Municipal Employees, District Council 47, for my account not later than ten (10) calendar days following the end of the pay period for which said deductions are made. I intend to be legally bound by this authorization which shall be irrevocable for the period of one year from the date hereof, or for the period from the date hereof until the termination date of the collective bargaining agreement applicable hereto, whichever occurs sooner. Should I not give to AFSCME, District Council 47 and to the School notice in writing (not less than five (5) or more than fourteen (14) days before any anniversary date hereof or before the termination date of any applicable collective bargaining agreement, whichever occurs sooner) of my desire to revoke this authorization, on such anniversary date or on such termination date, then this authorization is to remain irrevocable until the next such anniversary date or termination date, as the case may be, whichever occurs sooner.

Date _____ (Date must be entered)
Month Day Year

Name (Print): _____

Name (Signature): _____

Address: _____
Number Street or Avenue City or Town Zip

3. The Employer agrees to allow voluntary contribution to the Union's P.E.O.P.L.E. Committee to be instituted through the dues check-off system. Employees shall not be allowed to change the amount of such contribution more than two times per calendar year.
4. The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off made pursuant to this Article.

Article 4. MANAGEMENT RIGHTS

1. The management and operation of the school and the direction of the work force are vested exclusively with the Employer, except as modified by this Agreement. It is expressly understood that the exercise of these rights by management must be in accordance with applicable laws. These rights shall be considered an acknowledged function of management:
 - 1.1. To hire, discipline, discharge, layoff, and promote.
 - 1.2. To promulgate and enforce reasonable rules and regulations.
 - 1.3. To assign to the faculty courses, class schedules, and other reasonable academic duties subject to the seniority provisions of this agreement.
 - 1.4. To assign or transfer temporarily or permanently faculty to different academic positions as operations may require, subject to the seniority provisions of the contract.
 - 1.5. To introduce new or improved methods, equipment, or facilities.
 - 1.6. To expand or discontinue business or operations in whole or in part and to determine the location and work to be performed at school facilities.
 - 1.7. To subcontract, to transfer, to move, or to sell, or otherwise to dispose of its business or operations in whole or in part. In no event shall subcontracting result in the loss of employment by bargaining unit employees.
 - 1.8. To determine the number and classification of employees and to revise, reduce, or create job duties and classifications, subject to the seniority provisions of the contract.
2. The enumerated rights of management above are not all-inclusive but rather are illustrative of the types of matters where rights shall belong solely to or are inherent in management.

Article 5. ACADEMIC CALENDAR

All full-time faculty shall work in accordance with the Academic Calendar year. The normal Academic Calendar year shall consist of four quarters. Each quarter shall contain eleven (11) teaching weeks and one (1) faculty preparation week except for summer quarter, which may consist of ten (10) teaching weeks and one faculty preparation week. It is understood that during the week following a quarter consisting of only eleven (11) weeks, faculty will be on paid leave.

A mid-quarter session may be scheduled when appropriate. Specific procedures regarding the teaching schedule and other pertinent matters for such starts are contained in a Memorandum of Agreement attached hereto.

In the case of schedule adjustments that require the postponement of the beginning of the Academic Calendar year, faculty shall receive their regular wages for the period of postponement. During any period of postponement, the Employer may require meetings or scheduled assignments. Such meetings or assignments are at the discretion of the Employer.

Article 6. NON-DISCRIMINATION

The parties hereto agree not to discriminate against an employee with respect to the application of the provisions of this Agreement because of race, creed, color, sex, age, religion, national origin, non-job-related handicap, union membership, political affiliation, or sexual preference.

Article 7. APPOINTMENTS AND RENEWALS

1. Initial appointments to the faculty shall be the responsibility of management.
 - 1.1. All faculty new to the Employer, with less than 2 years of teaching experience, shall teach their first three quarters on "review" status, during which time both the faculty member and the Employer shall determine the professional quality and success of the association.
 - 1.2. All faculty members new to the Employer, with 2 years or more of teaching experience shall teach their first two quarters on "review" status.
 - 1.3. During the "review" quarters, the Employer may direct, discipline and review the progress of the faculty members outside the grievance and arbitration provisions of the contract. Faculty on "review" status shall be covered under all other provisions of the contract, with the exception of class scheduling and assignment practices, and will be covered by those provisions under the grievance and arbitration provisions of the contract.
 - 1.4. At the conclusion of the review period, the successful faculty member will be eligible to continue as a qualified teacher at AiPH. Seniority credit will be retroactive to the date of hire. "Review" faculty who are not a successful match will be terminated at the appropriate time during the "review" quarters.
 - 1.5. All "review" status faculty members shall join the Union after the expiration of thirty days of employment, in accordance with the provisions of Article 2.
2. At the time of their interview, the Human Resources Department will, when discussing compensation, disclose to new faculty both verbally and via memo that the wages they agree to accept will be fixed for the duration of this collective bargaining agreement with the exception of yearly across the board

raises negotiated within it or advances in rank. This will not affect Article 16, Section 11 of this agreement.

3. The Employer will commit to faculty schedules for each quarter during the 8th week of the quarter immediately preceding the quarter in question, except as modified by paragraph 3.12 of this section, subject to changes in the schedule necessitated by changes in enrollment, remediation placement results, or other changes beyond the Employer's control. In the event of a schedule change, the faculty member will be notified immediately by one attempt on the home telephone and via the faculty member's AIPH email account.
 - 3.1. It is understood that the faculty member has committed to 8th week posted schedules unless the Employer is notified, in writing, of non-acceptance of posted schedule by Friday of 9th week. The Employer has no obligation to replace classes not accepted by the faculty member.
 - 3.2. Faculty will submit schedule requests, including class, day and time preferences, in writing, on approved request form, during the third week of the quarter immediately preceding the quarter being scheduled, and the Employer will attempt to honor those requests. Seniority will be reasonably considered in attempting to honor third week schedule requests.
 - 3.3. The employer will not engage in scheduling practices that prohibit a part-time instructor from receiving a temporary full-time schedule or becoming a full-time faculty member under the provisions of this contract. The employer will not be required to schedule an instructor with classes that allow the achievement of a permanent full-time status.
 - 3.4. There shall be no prohibition against a full-time faculty member scheduling an overload of one additional course.
 - 3.5. No part-time employee shall be continued in a temporary full-time status indefinitely. If a part-time instructor has been assigned a full-time teaching load (including quarter-long tutoring/advising assignments and/or quarter-long noncredit courses) for six of the prior nine quarters, that instructor shall have his/her status elevated to permanent full-time if the instructor so chooses. This provision in no way requires part-time faculty to serve as temporary full-time prior to being promoted to permanent full-time nor does it limit the Employer's ability to create full-time positions or promote part-time faculty to full-time status. If a part-time faculty member becomes a full-time faculty member on a temporary basis, as a result of a temporary assignment, he or she shall receive all benefits accorded full-time faculty members under this agreement but will be assigned 20 contact hours or 24 contact hours in Culinary, without office hours, and will be considered a part-time employee for purposes of subsequent quarter scheduling.

- 3.5.1. Individuals who take time off under an approved FMLA-protected leave shall not have their six-of-nine quarter progress interrupted; the quarter in which the individual returns shall be counted as the next quarter in the six-of-nine succession.
- 3.5.2. A permanent full-time faculty member who consistently rejects classes, or who requests less than a full-time schedule over a period of six out of nine quarters will move to a permanent part-time status and will be considered part-time for subsequent scheduling purposes. Should the individual subsequently desire to return to permanent full-time status he/she will be required to do so through the normal means outlined in this contract. This provision shall not apply to individuals who are approved for a reduced course load while on approved FMLA-protected leave.
- 3.6. Part-time faculty with more than 12 years of service, as calculated from original hire date, will be offered at least the average number of quarterly hours taught over the last two calendar years, rounded to the lesser whole course, for which they are qualified and depending on enrollment.
- 3.6.1. This provision is subject to waiver under the following circumstances:
- 3.6.1.1. The faculty member's teaching skills within his/her curriculum area are no longer current.
 - 3.6.1.2. Fluctuations in student enrollment.
 - 3.6.1.3. The instructor's schedule request is so exclusive either in terms of courses preferred or times of availability that scheduling his/her full complement of classes becomes impossible.
- 3.6.2. This provision shall not preclude a faculty member from accepting more classes than the minimum when such classes are available, subject to the seniority and qualification provisions of this document, nor shall it prevent a faculty member from requesting fewer classes if that faculty member so desires.
- 3.6.3. It shall be the Employer's responsibility to notify the faculty member and the union of the faculty member's average hours. Such notification shall be made in the quarter of the faculty member's twelfth anniversary.
- 3.7. There will not be a policy that prohibits a three-day schedule.
- 3.8. If a permanent full-time faculty member hired or assigned prior to 3/20/97 states, in his/her written schedule request, that he/she is unavailable to teach at night for any reason, that faculty member will suffer no reduction in classes as a result of such unavailability. Part-time faculty members hired as of 3/20/97 or full-time faculty members hired or assigned after 3/20/97 who state, in their

written third week schedule requests, that they are unavailable to teach at night for any reason, will not be required to do so. Part-time faculty members who indicate that they are not available to teach at night may not be eligible for scheduling preferences in section 3.6 above.

3.9 Faculty members who wish not to teach a six (6) day schedule or who wish not to teach a split schedule (i.e. a morning and an evening class) shall state this preference on their third week schedule request. The Employer shall attempt to honor these requests so that the faculty member suffers no reduction in course load.

3.10 The Employer will make every reasonable attempt to notify faculty members who are to be laid off for a quarter during the seventh week of the last quarter of employment.

3.11 The Employer will notify faculty of any anticipated changes to an existing curriculum (course additions, deletions, and combinations) as soon as they are known. Faculty will be given a two quarter notice, or as soon as possible when the timing of changes does not permit a two quarter notice, of plans to implement new technology such as but not limited to distance learning, video conferencing, telecommunications or any other such similar technology. Faculty will also be given a two-quarter notice of any new programs, or as soon as possible when the timing of the new programs does not permit a two-quarter notice. All new courses will be posted. Course offerings in new programs will, upon approval by the Pennsylvania Department of Education, be distributed to faculty within a reasonable time.

3.11.1 The provision for course posting in section 3.11 above shall not apply to courses designed by faculty members at the behest of administration. In such cases, the individual who designs the course shall have first right of refusal, provided that he or she is credentialed to teach the course. Should the faculty member who designed the course decline to teach it the course shall then be posted as per sub-section 3.11.

3.12 At the end of the 8th week, unassigned courses will be posted. All postings will include the anticipated date, time, and location of the course. Any current faculty member interested in teaching these classes must notify the director of Human Resources by Friday of 9th week. Among the qualified applicants, seniority will apply. It is understood that any additional classes assigned will not result in any other schedule changes. No temporary faculty or faculty on review status will be scheduled until it is determined that no current qualified faculty who have indicated an interest under this section are available and willing to teach the courses posted.

4. Faculty will be assigned courses in accordance with seniority and qualifications provisions of this agreement in the following order:

4.1. Full-time faculty members will be scheduled first.

- 4.2. All part-time faculty members who meet the conditions outlined in Section 3.6 of this article will be scheduled as a separate class of employees after full-time faculty and before other part-time faculty who do not meet the criteria outlined in the provision above. Each faculty member in this class shall be assigned his/her guaranteed number of courses consistent with the faculty member's qualifications and availability.
- 4.3. All part-time faculty who do not meet the criteria outlined in Section 3.6 of this article will be scheduled as a third class of employees, being assigned courses from those remaining in the pool consistent with the individual's qualifications and availability.
- 4.4. Any unassigned courses will be posted prior to their assignment to faculty members on review status or temporary faculty in accordance to section 3.12 of this article.
- 4.5. Every effort will be made to assign courses to current faculty members who are working less than full-time hours.
5. The various classes of part-time faculty will be assigned courses from the pool available prior to the end of 8th week as follows:
 - 5.1. Part-time faculty in the first class (with 12 or more years of service as defined by section 3.6 of this article) shall be assigned courses horizontally (completely filling each individual's schedule in order of seniority) so that each individual is assigned his/her guaranteed number of courses as per section 4.2.
 - 5.2. Part-time faculty in the remaining class shall be assigned courses so that each individual receives a number consistent with other faculty members at his/her level of seniority as per current practice.
 - 5.3. Faculty members on review status and temporary faculty members will be assigned courses from among those courses remaining after posted courses have been assigned in accordance with section 3.12 of this article.
6. Should the Employer find it necessary to remove a class from an instructor's assigned schedule more than 48 hours after the last day of the drop/add period, the affected instructor shall receive compensation as if the class had not been removed.
7. When a class assigned to a full-time faculty member does not fill (i.e. the number of students who enroll is less than the minimum number required to run the class) that full-time faculty member shall have another available class for which he/she is qualified added to his/her schedule during a time slot in which the individual is available as stated in his/her 3rd week request unless the instructor's schedule request is so exclusive either in terms of courses preferred or times of availability that scheduling his/her full complement of classes becomes impossible. If no suitable class can be found as stated

above, the Academic Director shall utilize the faculty member to help with tutoring, class coverage, and/or other student-centered activities or faculty development initiatives within the college.

8. Every effort will be made to not reassign faculty members once a quarter has begun. Should enrollment or factor outside the Employer's control necessitate a course reassignment during or after the first week of the quarter, the Employer will make every effort to make such reassignments from among those courses already on the affected faculty member's schedule.
9. The Employer agrees to take the following actions with affected faculty members in the event the Employer decides to eliminate or phase out an academic program:
 - 9.1. Faculty in the affected department will be notified at least six (6) months prior to the program's closing, except in circumstances beyond the Employers control, such as loss of licensure.
 - 9.2. Faculty who teach in the affected department shall be awarded any open positions in the bargaining unit for which they are qualified in accordance with the seniority and qualification provisions of this agreement, and shall receive preference in hiring over outside applicants when the qualifications of the faculty member and the outside applicant are relatively equal.
 - 9.3. Upon notification of a department's closure, the Dean of Academic Affairs shall meet individually with each of the affected faculty and conduct a development planning review to assess each individual's qualifications relative to available positions within the bargaining unit, and when necessary generate a development plan to guide the faculty member in qualifying him/herself for such available positions.
 - 9.4. Affected faculty who elect to return to school to upgrade their qualifications shall be eligible for tuition assistance and/or seminar reimbursement in accordance with other provisions of this agreement.
10. All faculty members will have their performance evaluated at least annually utilizing the Performance Planning and Appraisal Review form that was developed by the joint union/administration committee. The union and administration may agree from time to time to utilize an additional form as agreed to by the parties.

Article 8. TEMPORARY EMPLOYEES

1. This Agreement shall not apply to a temporary employee. A temporary employee is one hired to fill a vacancy caused by:
 - 1.1. Sabbatical leave;
 - 1.2. Maternity leave;

- 1.3. Sick leave or disability;
 - 1.4. Other authorized leaves;
 - 1.5. The departure of a faculty member during a quarter;
 - 1.6. Any circumstances beyond the Employer's control.
2. Prior to hiring a temporary employee, the Employer will first determine whether any part-time faculty members are qualified, available, and willing to fill the temporary assignment.
 3. A temporary employee may be hired for two quarters, said period to be extended for an additional quarter if circumstances warrant. After one quarter of employment, the temporary employee shall join the Union in accordance with the provisions of Article 2.
 4. The Employer will notify the employee of his temporary status at the time of hire.
 5. The Employer will notify the Union when a temporary employee is hired in accordance with Article 36.

Article 9. HOURS OF WORK

1. A full-time faculty member shall be an individual who works twenty (20) contact hours (including release time) per week in the quarter, except for full-time faculty members in the Culinary Arts program who work twenty-four (24) contact hours (including release time). Other faculty members shall be deemed to be part-time.
2. Contact hours are defined as time assigned to a faculty member to teach a scheduled class. Release time is defined as any compensated time assigned to a faculty member's schedule in lieu of contact hours, including but not limited to curriculum development, student advising, tutoring or other academic/administrative activities expressly approved by the Employer. Release time when assigned shall be assigned in at least a four (4) hour block.
3. Full-time faculty members shall regularly attend twelfth week faculty meetings which may include in-service training to meet the school's accrediting body's standards with regard to faculty development, plus portfolio reviews (when held by their department) and graduation. The full-time faculty may be requested to attend and participate in open houses and orientation sessions, and will be compensated for such participation at their hourly rate. The minimum number of hours a faculty member will be paid for participation in open house will be three (3).
4. The Union President shall be granted four (4) hours of release time per week to conduct union business. Academic Department Directors may conduct up to 44 hours of independent studies in

exchange for the four hours of release time granted. The employer will notify the union of the number of independent study hours in exchange for the four hours assigned to the various AD's each quarter.

5. Part-time faculty are not required to attend the All Faculty meeting in the 12th week of the quarter but are encouraged to do so.
6. It is understood that all faculty will attend applicable department area meetings for the departments to which the faculty member is assigned. Any part-time faculty member teaching in more than one department shall not be required to attend more than one twelfth-week general departmental meeting, and that meeting shall be in the department in which the majority of the faculty member's classes for the upcoming quarter are scheduled. When the faculty member's classes are divided equally among several departments, the faculty member shall have the discretion in choosing which general department meeting to attend.
 - 6.1. Faculty members who cannot attend the scheduled department meeting due to external commitments may use up to two hours of accrued personal time. If adequate personal time is not available two (2) hours of pay will be deducted.
7. Full-time faculty, except for faculty teaching in the Culinary Arts program, shall have the option of working a reduced class schedule during the summer quarter. Such faculty member may work a reduced class load of not less than three (3) four hour classes during the quarter. Faculty teaching in the Culinary Arts program shall have the option of working a half-time summer schedule. Notice of such desire for a reduced course load must be provided to the Employer during the spring quarter's third week. Full-time faculty accepting a reduced class schedule for the summer quarter shall suffer no reduction in benefits other than wages. The participating faculty member shall experience a salary reduction equal to the proportionate reduction in class schedule for that quarter only. At the end of the summer quarter, participating faculty shall return to a full schedule at the same status, wage and benefits they would have enjoyed had they not accepted a reduced schedule.
 - 7.1 In addition to the above provisions in this section, up to one full-time faculty member per department per quarter, except for faculty teaching in the Culinary Arts program, shall have the option of working a reduced class schedule of not less than four (4) four hour classes during the winter and spring quarters. Faculty working in the Culinary Arts program shall have the option of working a half-time schedule during these quarters. Faculty working such a reduced schedule shall return to a full schedule at the same status, wage and benefits in the subsequent quarter they would have enjoyed had they not taken a reduced schedule. Notice of desire for a reduced schedule must be provided to the Employer on the prior quarter's third week request (i.e. the quarter immediately preceding the quarter for which the reduction is requested, e.g., a request for a winter quarter reduction would be made on the 3rd week request submitted in the fall quarter for a winter

schedule). Requests will be granted by seniority but subject to the educational needs of the institution. Requests for a reduced schedule shall not be unreasonably denied.

8. With regard to faculty working overloads to attain a 3 quarter year:
 - 8.1. Faculty having reached twenty (20) quarters of full-time equivalent instruction shall qualify for the option of working a three-quarter schedule per year. Qualified faculty will be eligible every two (2) years.
 - 8.2. Full-time faculty teaching a three-quarter schedule shall suffer no reduction in benefits, wages or seniority.
 - 8.3. Non-culinary faculty will have worked an overload of twenty (20) contact hours plus four office hours (for a total of 24 hours) prior to taking a quarter off.
 - 8.4. Culinary faculty will have worked an overload of twenty-four (24) contact hours plus four office hours (for a total of 28 hours) prior to taking a quarter off.
 - 8.5. Pay for the forth quarter will be administered follows:
 - 8.5.1. Overloads will be worked and not paid each quarter building a reserve for forth quarter payment, or
 - 8.5.2. Overloads will be worked and paid in the quarter worked so the fourth quarter will be unpaid.
 - 8.6. Requests for the quarter off shall be made to the Academic Department Director two quarters in advance.
 - 8.7. The employer reserves the right to defer approval of an individual's request based on departmental educational needs. In the event of conflicts arising in scheduling that prohibit a faculty member from taking a quarter off, seniority shall apply.
 - 8.8. Once a faculty member has accrued enough overloads to be eligible to take a quarter off, that faculty member will not receive priority in the scheduling of overloads as described in Section 8.9.2 below until a quarter is taken off under this provision.
 - 8.9. For purposes of this section, faculty will be scheduled as follows:
 - 8.9.1. All part-time faculty members shall be given their normal and accustomed schedules for their particular level of seniority before full-time faculty members requesting three-quarter schedules are assigned overloads.
 - 8.9.2. Full-time faculty members who request overloads for the purpose of taking a three-quarter schedule will be assigned their overload from the remaining unassigned courses subject to

course availability and instructor qualifications. Full-time faculty requesting overloads for the purpose of taking a three-quarter schedule will receive overloads before other full-time faculty who may request overloads.

9. A total of six (6) full-time faculty members shall have the option of taking summer leave without pay. Such faculty shall receive three seniority points for the quarter and shall suffer no reduction in benefits. Each full-time faculty member shall have the option of exercising this right once every five (5) years unless there are fewer than six (6) applicants requesting unpaid summer leave. At the end of the summer quarter, participating faculty shall return to a full schedule at the same status, wage and benefits they would have enjoyed had they not taken time off. Notice of desire for summer leave must be provided to the Employer during the spring quarter's third week. Requests will be granted by seniority and subject to the educational needs of the institution. Requests for summer leave shall not be unreasonably denied.
10. Internships. Faculty shall perform student consultation and grading of an internship paper for student internships. Faculty shall be compensated at their hourly rate at the rate of 1 hour per student assigned per quarter. For culinary interns assigned to the storeroom manager, the culinary faculty will be compensated for consultation and grading of an internship paper at their hourly rate at the rate of 1 hour per student assigned per quarter.
11. Independent Study: Except as modified by Section 4 of this article, faculty shall perform student consultation and grading for student independent study that is not a result of a curriculum change. Faculty will be compensated at their hourly rate at the rate of 4 (four) hours per student assigned per quarter.
 - 11.1. There will be no requirement for faculty to accept independent studies.

Article 10. OFFICE HOURS

1. Permanent full-time faculty shall schedule 4 office hours per week. These hours will be distributed to all students taught by the instructor and will be submitted to the Academic Affairs Office no later than the 12th week of the quarter preceding the quarter for which office hours are being scheduled. The Academic Affairs Office will prominently post the hours. Faculty will use office hours for counseling his/her students and personal course preparation. While office hours are used at the discretion of the faculty member, they are to be used in pursuit of school objectives. It is understood that the faculty member will be in attendance at the school during these hours.

2. Any changes to office hours after their initial submission in the 12th week require the faculty member to notify the Dean of Academic Affairs in writing as well as his or her students through a syllabus amendment and posting the revised hours in all locations.
3. Faculty members should keep in mind that office hours should be scheduled at times relevant to students. Faculty members will schedule office hours on weekend days only if the faculty member is teaching on the weekend.
4. Each full time faculty member assigned to a class of forty or more students will be eligible to work one additional office hour for the 11 teaching weeks for each class over forty. The number of students will be determined at the end of the drop/add period. Half of such additional office hours may be worked off campus and the other must be scheduled on campus unless the total additional office hours is an odd number, in which case the odd hour will be scheduled on campus. The wages for these additional office hours will be paid in the final pay of the quarter.
5. Full time faculty who are assigned to one or more classes listed in Appendix 2—remedial and writing intensive classes—will be eligible to work one additional office hour each week for the 11 teaching weeks of the quarter. Regardless of the number of Appendix 2 classes assigned to the faculty member, the additional office hour per week is limited to one. This additional office hour may be worked off campus. The wages for this additional weekly office hour will be paid in the final pay of the quarter. The curriculum committee can approve additional courses to be added to Appendix 2.

Article 11. SENIORITY

1. Seniority is determined according to Section 6, below. Persons who are members of the bargaining unit prior to March 10, 1986 will have experience at any of the design schools owned by EDMC counted for the purposes of seniority.
 - 1.1. Seniority and qualification in the subject area shall be used when determining number of courses assigned.
 - 1.2. Full-time schedules will be assigned first.
 - 1.3. Seniority shall be used when determining the number of courses assigned to part-time personnel regardless of department. When scheduling part-time faculty, no part-time faculty member shall have more classes than a more senior part-time faculty member when both faculty members are qualified and available as specified in the faculty members' third week schedule requests to teach the classes in question.

2. When vacancies occur after the tentative schedule has been posted (end of the 8th week) the affected classes shall be offered to the most senior faculty member as follows:
 - 2.1. The Employer will make the vacancy known to those qualified faculty members via the faculty member's AIPH email account and home telephone and provide a response time of not less than 12 hours for those faculty members to accept or decline. The vacancy shall be filled from among those faculty members responding in the affirmative.
 - 2.2. The most senior, qualified part-time faculty member shall be assigned first.
 - 2.3. If no qualified part-time faculty members are available or willing to fill said vacancy, those courses shall be distributed among those qualified full-time faculty willing to accept them as overloads.
 - 2.4. If no qualified part-time faculty members or no qualified full-time faculty members are willing or available to fill said vacancies, the courses will be offered to any qualified faculty on review status or temporary faculty.
3. Seniority shall be the governing factor in the event the layoff of faculty members is necessary and in recalling laid off faculty members.
4. Seniority shall be used in determining sabbatical eligibility (when the number of eligible faculty members exceeds yearly budget).
5. Seniority shall be used in the resolution of budget limitations (when the demand for participation in workshops, society memberships, tuition reimbursement exceeds budget, consistent with equitable distribution).
6. Determination
 - 6.1. Each quarter taught shall be awarded three (3) points.
 - 6.2. Each credit hour or fraction thereof, taught each term shall be awarded (1) point.
 - 6.3. Seniority shall accrue at the same rates for non-instructional time, remedial courses and for free, noncredit, quarter-long life drawing classes taught after 3/30/97.
 - 6.4. Date of hire shall break a tie.
7. Faculty members who voluntarily terminate their employment with the Employer shall forfeit their accrued seniority and any attendant rights and privileges subject to the following paragraphs.
 - 7.1 Faculty who terminate their employment with the Employer after having satisfactorily completed the review process and who leave in good standing will, upon being rehired within a two-year

- period, have their review status waived. Seniority privileges shall be granted from the date of rehire.
- 7.2 Faculty who voluntarily terminate their employment with the Employer and who leave in good standing during their review period, shall, upon being rehired within a two-year period, have their review status continue as if it had been uninterrupted. Upon completing the review period, the returnee shall be granted seniority privileges from the date of rehire.
- 7.3 Faculty who are unable to work due to layoff and/or disability shall have their seniority held intact, without seniority accrual, for up to two (2) consecutive years after separation from active employment. An individual who turns down an opportunity to return to his former status because of a professional commitment or a personal or family emergency within two years after having been laid off shall be eligible for a second opportunity, if such arises, during this two-year period. If such faculty member is unable to commit to the second opportunity, the faculty member shall be considered to have voluntarily terminated employment.
- 7.4 Faculty members who take a leave of absence shall have their seniority held intact, without seniority accrual, for a period of (1) year only.
8. In the event the Employer decides to fill a full-time position, the senior part-time faculty member who expresses an interest shall be awarded the position if his/her teaching experience and qualifications are relatively equal to all other applicants, both current employees and outside applicants, seeking the full-time position.

Article 12. QUALIFICATIONS

1. Faculty are deemed qualified to teach any course assigned to them in the past or present that has not been substantially changed in course description, student competencies, or student outcomes as determined by the Curriculum Review Committee and for which they have not received a negative performance review provided the faculty meet the minimum qualifications required by the school's accrediting and licensing bodies. Decisions made by the Curriculum Review Committee shall not alter the terms of the collective bargaining agreement. If the union believes that a violation of the collective bargaining agreement has occurred, it reserves the right to address the violation through the provisions provided for under Article 32. Negative performance reviews will be resolved through the Faculty Performance process or normal instructor/AD interaction. When vacancies occur due to the creation of new courses, significant curriculum revision, or unavailability of faculty qualified by virtue of the general provision stated above, the following will apply.
2. Qualified instructors for all courses will be:

- 2.1. Those individuals with a degree, license, or certificate in the subject area, or
 - 2.2. Prior teaching experience at AiPH or another accredited post-secondary institution in a substantially similar course or curriculum, or
 - 2.3. Demonstrated mastery of the specific skill area through practical experience.
3. Faculty members whose credentials do not meet the minimum qualifications required by the school's accrediting or licensing bodies will be reviewed on a case-by-case basis. Those faculty members without appropriate minimum credentials who may have special professional experience or expertise or teach in areas in which a degree is not commonly available may be qualified. Those faculty members not meeting the minimum qualifications required by the school's accrediting or licensing bodies and who do not possess such special circumstances described above, shall be required to embark on an academic program designed to upgrade the instructor's credentials to an appropriate degree status, subject to the following conditions:
- 3.1. Said instructor(s) will be granted four years to complete the minimum credentialing requirements at the accredited institution of his/her choice. Should extenuating circumstances (i.e. extended illness of the instructor or family member) prevail, the instructor may request and the employer will not unreasonably withhold permission for an additional year to complete each level of necessary coursework. For the purpose of this paragraph a year shall mean a standard academic year starting with the fall enrollment period of said institution.
 - 3.2. The employer shall pay 100% of the tuition cost involved in accordance with article 26.
 - 3.3. On an annual basis the instructor must demonstrate that satisfactory progress is being made toward the timely completion of necessary coursework.
 - 3.4. If the instructor is not completing the necessary coursework to reasonably meet the scheduled completion date, the instructor will be deemed not qualified and will no longer be scheduled to teach classes.
4. An ad-hoc committee composed of an equal number of representatives of union and administration shall consider questions associated with the application of these provisions. In the event of a tie vote, the committee will submit the issue in question to the presidents of the school and the union, who will meet to determine the outcome. Should the two presidents not reach agreement within 60 days, the parties agree to utilize and equally share the expense of the Federal Mediation and Conciliation Services as well as the services of a post-secondary educational consultant.
5. In the event there is an upgrade in degree status (from Associates to Bachelors) for an existing curriculum program to which the instructor is assigned, and he/she does not possess the new minimum qualifications required by the school's accrediting and licensing body, the employer will make every

reasonable attempt to schedule the instructor for lower level courses throughout the curricula for which the instructor is qualified.

- 5.1 Should an Associates Degree cease to be offered in any curriculum, current faculty with less than a Master's Degree will continue to be assigned available courses designated as lower level courses.
6. Any permanent full-time instructor who is terminated under the provisions of this article shall be entitled to equivalent salary as follows:
 - 6.1. One month if employed one year to the completion of the second year of employment
 - 6.2 Three months if employed at the beginning of the third year of employment to the completion of the fifth year of employment
 - 6.3 Four months if employed at the beginning of the sixth year of employment to the completion of the tenth year of employment
 - 6.4 Five months if employed at the beginning of the eleventh year of employment to the completion of the fifteenth year of employment
 - 6.5 Six months if employed more than fifteen years
7. Part-time faculty will be entitled to a pro-rata portion of the equivalent salary listed above.
8. The individual must also demonstrate a working knowledge in any area ancillary to the curriculum (i.e. computer literacy, typography knowledge, etc.) if applicable.
9. When no relevant openings have occurred in a two year period, or in the case of permanent layoff, faculty may petition the Dean of Academic Affairs to have their qualifications reviewed by presenting in writing compelling evidence that
 - 9.1. They have increased their level of qualifications relative to paragraphs 1 and 2 above or
 - 9.2. They are qualified to teach existing courses including substantially similar courses to those assigned even if offered under a different name and/or in a different department.

Article 13. WORKING CONDITIONS

1. The Employer will be responsible for providing classrooms and classroom furniture and/or equipment for students and faculty necessary to fulfill the teaching responsibilities. The employer will be responsible for resolving conflicts when the number of students assigned to a class exceeds the available equipment for that class.

2. It is the Employer's responsibility to assure that class size, equipment, supplies and facilities are such that the educational objectives of the class can be achieved. In the event that the Employer does not provide appropriate class size, equipment or supplies or facilities, then the faculty member shall promptly notify the department director or other appropriate Employer representative who will provide timely and appropriate relief. Faculty members will have access to lockable storage in each classroom for the purpose of storing personal materials during the class session.
3. The Employer shall provide reasonable office space for all faculty members.
 - 3.1. Full-time faculty members will be provided with a workstation consisting of a desk with a lock/key and computer equipment as described in Section 4 of this article. No more than two faculty members will be assigned to such a workstation.
 - 3.2. Part-time faculty will be provided adequate common space, including lockable storage for personal belongings and adequate computers as described in Section 4.
 - 3.3. The employer will also provide a private area for consultation with students and will provide adequate secretarial assistance for faculty.
 - 3.4. The Employer will maintain office equipment in good working condition so as not to adversely impact instruction. Faculty will be responsible for notifying the Academic Affairs Department of any office equipment problems.
 - 3.5. The Employer shall provide the faculty with access to a telephone, a fax machine and appropriate office equipment in order to enable each faculty member to fulfill his/her professional duties.
 - 3.5.1. During a faculty member's classroom periods, exclusive of breaks, he/she will not conduct outside business or receive or place outside phone calls except in the case of a serious personal emergency. When a message indicating a serious personal emergency is received, all reasonable efforts will be made to deliver the message as soon as possible.
 - 3.6. The Culinary Faculty shall be provided with changing rooms. There will be separate facilities for female and male Culinary faculty members.
 - 3.7. The Employer will provide faculty teaching in the Culinary Arts program with four (4) new jackets per year. In addition, the Employer will provide for the weekly cleaning of uniforms for the Culinary Arts faculty, at no cost to faculty members.
4. Computer equipment will be provided and serviced in all designated faculty work areas in a timely manner.
 - 4.1. Faculty workstation computers will be appropriate to the faculty member's discipline with adequate RAM, clock speed and disk space to run all applications installed on them, up-to-date

peripherals and Internet access, Microsoft Office and any design software appropriate to the faculty member's discipline to which the school has site licenses. In addition, faculty will be able to apply to have specialty software for classes assigned to the extent that licenses are available.

- 4.2. At least one printer and scanner will be networked to all computer workstations.
 - 4.3. Software manuals and/or tutorials will be made available for sign-out.
 - 4.4. These computers will be kept in good working condition and upgraded in a cycle not to exceed three years.
 - 4.5. The computers in the designated faculty high-end computer stations and similar computers in the 3rd floor Faculty Workspace at 1622 Chestnut Street will be upgraded concurrently with faculty workstations. The high-end computer stations will have a scanner connected to them.
5. Effort will be made to limit new course preparations for each faculty member to a maximum of two per quarter. The maximum number of new course preparations per faculty member will be four (4) per academic year. A new course preparation is defined as a course new to the curriculum or an existing course not previously taught by the faculty member to whom the course is assigned. Faculty will indicate their desire to receive new course preps on the third-week request form. Faculty who are assigned new course preps for courses that are new to the curriculum will receive notification of the pending new preps at the beginning of the sixth week of the quarter immediately preceding the quarter being scheduled. Every effort will be made to provide faculty with notification for new course preparation for an existing course, not previously taught by the faculty member, prior to the eighth week notification.
 6. Curriculum coordination shall receive an offset in contact hours consistent with past practice.
 7. The Employer and/or members of the faculty shall develop courses not currently offered at AiPH.
 - 7.1. When a faculty member does a course development, appropriate release time shall be given.
 - 7.2. When curricula are created by entities other than AiPH, faculty represented under this agreement shall have the opportunity, through the Curriculum Review Committee, to review and revise proposed curricula and provide recommendations to amend the curricula in order to reflect local and regional differences and implementation procedures.
 8. The Employer has an obligation to provide a non-hostile work environment.
 - 8.1. The Employer will represent, indemnify, and hold harmless the faculty and the Faculty Federation from any legal actions brought against them by students as a result of the conduct of others or any other incident that occurs during the course of normal classroom activities or outside the classroom, provided that the conduct of faculty within the classroom complies with

applicable legal standards and Institute policies and guidelines. Such representation/indemnification shall include, but not be limited to, proceedings before federal, state or local governmental or regulatory agencies.

- 8.2. Any obscene material, harassment, or threatening messages sent by electronic media will be cause for disciplinary action to be taken against the sender.
9. A faculty member shall have the right to dismiss a student from class for the day for inappropriate/disruptive behavior such as, but not limited to persistent talking, inappropriate language, unacceptable Internet activity, or insubordinate remarks/actions if the student ignores the instructor's request to desist from such behavior. Should the student refuse to leave the classroom and immediate environs, the instructor may notify security to have the student escorted out of the building.
 - 9.1. In cases of inappropriate behavior such as to persistent talking, inappropriate language, unacceptable Internet activity, or insubordinate remarks/actions, the student will be permitted to return to the next scheduled class session.
 - 9.2. In cases of persistent misbehavior, or in cases of more serious misbehavior such as, but not limited to, threats, physical violence, or theft, the instructor will file an incident report with the Dean of Student Services within 48 hours, who will notify the student of the report's contents. The student will not be allowed to return to class until he/she has met with the Dean of Student Services, the faculty member in whose class the behavior occurred and the faculty member's steward or the Chief Steward.
10. Faculty members shall have the right to privacy. The employer shall not subject the faculty to undue scrutiny and surveillance.
11. The Employer shall not schedule students for any class unless those students have successfully completed or shown proficiency for the prerequisites for the classes into which they are being scheduled. Proficiency must be assessed by a faculty member who teaches in the appropriate department and subject area and by the Department Academic Director.
12. Absent any extenuating circumstances, no student shall be allowed to begin a class after the second scheduled class period for the class in question. Transfers between sections of the same course are allowable.
13. The Employer will not batch different courses so that one faculty member is required to teach two separate and distinct courses during any one quarter, unless mutually agreed between the Employer and Union. Separate and distinct courses shall be defined as two courses whose content, competencies and outcomes are separate and distinct. The Curriculum Review Committee will determine course

equivalencies and which courses are separate and distinct. This provision does not place any limitation on the Employer's right to combine course sections.

14. The Employer will not schedule classes over twenty-six (26) students in any studio or lab courses and in specified general education courses listed in Appendix I except in Culinary lab classes whose class size will not exceed 23 students or schedule more than forty-five (45) students in lecture classes without agreement from the affected instructor and the Union.

14.1. When, at the end of registration, such classes will have more students enrolled than the caps allow, the Employer will notify the instructor at the end of 8th week in conjunction with the official schedule. Notification will consist of the enrollment listing on the schedule and the attachment of a Preference Form.

14.2. The instructor is responsible for submitting a signed Preference Form for classes in which he/she does not accept enrollment greater than the caps allow. Preference Forms must be submitted to the Academic Department Director. A copy of the distribution list will be provided to the union during the 9th week of classes.

14.3. If the instructor refuses to accept a class for which the enrollment runs over the cap, that instructor will not lose that particular class or suffer a reduction in course load. In the event that prior to the end of Drop/Add, an instructor discovers a class previously not identified as having more than the allowable number of students, which he/she wishes to refuse, a Preference Form must be immediately submitted to the Academic Department Director indicating refusal of the enrollment level.

14.4. The Employer will not seat more confirmed students than any studio or lab can accommodate.

15. With respect to inclement weather, it shall be the employer's responsibility to decide whether classes should be held and at what times, however, it is still the responsibility of the faculty member to cover the objectives of the course.

15.1. Should inclement weather prevent an individual from performing his/her normal duties no faculty member shall be penalized financially should there be a City of Philadelphia declared state of emergency.

15.2. Should the conditions in 15.1 above not be met the faculty member shall conduct a make-up session equivalent to the number of instructional hours missed for each class. This will be conducted within three weeks of the absence and the faculty member will coordinate the scheduling of the make-up session with the appropriate Academic Director in order to determine when course-appropriate classroom facilities are available. The faculty member will then communicate the date, time and location of the make-up session to his/her students.

- 15.2.1. Should no course-appropriate classroom facilities be available, or there be insufficient time in the quarter to hold the make-up session, the faculty member shall suffer no penalty.
- 15.3. If the faculty member fails to conduct a make-up session within three weeks, that faculty member will be required to use personal time equivalent to the number of instructional hours missed. If the faculty member does not have sufficient personal time to cover the instructional hours, he/she will not be paid for the hours missed.
16. The parties agree that with respect to classes taught in facilities other than the main campus building:
- 16.1. Faculty will not be required to return to the main campus building for such things as roster pickup between any two such classes.
- 16.2. Faculty will be provided with adequate storage and workspace at such facilities.
- 16.3. Any off-site facilities under the control of the Institute will be smoke free.
- 16.4. Consideration will be given to faculty members who need to travel between the main building and 2300 Market Street.

Article 14. HEALTH AND SAFETY

1. There shall be a Health and Safety Committee. Such Committee shall meet at least quarterly under the provisions of Article 30.
2. The school shall be maintained in compliance with all applicable health and safety laws, rules, and regulations having the force and effect of law. The Employer agrees to maintain the workplace in a clean and orderly condition. The Employer will notify the Federation via the Faculty Federation mailbox of any reportable incidents within 24 hours.
 - 2.1. In specific instances or emergencies where the instructor requests (through the department director when available) custodial services because of immediate health or safety requirements or concerns, they shall be provided promptly.
 - 2.2. In the event that an instructor believes that conditions in the classroom threaten their or their students' health or safety, or prevent them from performing their instructional duties, the instructor shall promptly notify the office of the Facilities Manager who will provide appropriate and timely relief. During "off-hours" or when the Facilities Manager is not available, the instructor should notify the security guard, whose extension will be posted, who shall contact the appropriate Employer representative on call. The Employer will notify the faculty member of the intended relief as soon as it is determined.

- 2.3. In an emergency situation the faculty should immediately evacuate the classroom.
3. The school shall maintain a contingency safety plan, including a building evacuation plan, to deal with fires, bomb threats, or other emergencies. Copies of the plan will be provided to the Health and Safety Committee.

Article 15. COURSE MATERIALS

1. Course syllabi following the AiPH format and weekly course outlines will be submitted to the appropriate Academic Department Director as early as possible but no later than the first meeting of the course. Syllabi will be distributed to all students at the beginning of the quarter as required by the school's accrediting and licensing bodies. The instructor is responsible for reviewing the syllabus each time the course is taught to ensure the course reflects the most recent trends, developments and instructional materials for the specific subject area. Additionally the syllabus is to be reviewed for its accurate reflection of the eleven-week quarter, such as the location of the holidays, etc.
2. Course syllabi will consist of the following:
 - 2.1. Course title and number,
 - 2.2. Course description,
 - 2.3. Prerequisites,
 - 2.4. Course length and instructional contact hours,
 - 2.5. Academic credits awarded,
 - 2.6. Learning objectives/course competencies,
 - 2.7. Instructional materials and references, including textbooks and other instructional supplies,
 - 2.8. Teaching strategy (such as lecture, lab or demonstration, etc.)
 - 2.9. Requirements for successful completion,
 - 2.10. Estimated homework hours,
 - 2.11. Estimated technology hours (zero if not indicated),
 - 2.12. Technology needed,
 - 2.13. Student evaluation criteria,
 - 2.14. Class policies,
 - 2.15. Instructor availability outside of class,

2.16. Date of final review.

3. School-wide attendance and grading policy will be included in all course syllabi. In addition to the items listed above, each instructor will include weekly course outlines, which consist of brief synopsis of each week's lesson and include weekly assignments. Course syllabi will be prepared on release time or paid curriculum coordination or course preparation time, except for corrections to syllabi that do not meet standards. In such cases the time spent on corrections shall be unpaid.
4. Weekly lesson plans, projects, assignments, tests, and other teaching aids from the files of individual faculty members are the property of those faculty members and will not be distributed to any other faculty member without the owner's approval. Individual faculty members retain the copyright to such weekly lesson plans, projects, assignments, tests, and other teaching aids that are their property and written permission from that faculty member must be obtained if the Employer wishes to use that material in any other media or forum.
5. Textbooks shall be selected by the faculty teaching the course and the department director through a consensus-building process during department meetings after reviewing textbook samples and other recommendations. Textbook choices will not be changed except through this departmental process.
6. Textbooks used for preview purposes or specified as the text on the course syllabus will be provided to the faculty by the Employer. No reimbursement will be made to faculty who choose to purchase such texts on their own.
7. To the extent permitted by the software manufacturer's license, copies of software packages will be loaned during an assigned course to faculty who
 - 7.1. Teach the software package.
 - 7.2. Anticipate the addition of the software to courses they have taught within the past two years or are currently teaching.
8. Available software will be loaned for a period of 90 days. Software loans may be renewed for an additional 90 day period as requested by the faculty member provided there are no other faculty waiting to borrow the software under the provisions above.
9. In addition, to the extent permitted by the system's arrangements with software providers, legally licensed copies of software packages will be provided to eligible faculty free of charge. Faculty may participate in Employer-sponsored purchase programs for software packages at the applicable discount.
10. The Dean of Academic Affairs, in conjunction with the Director of Technology, will announce software upgrades no less than 90 days prior to the scheduled implementation of the new software.

- 10.1. Announcement of the upgrade will be made to the entire faculty through a memo in faculty mailboxes plus an email sent to the faculty member's AiPH email address. Faculty members on leave or sabbatical will be notified by mail. While announcement of software upgrades may be made at end-of-quarter faculty meetings, such announcements alone shall not constitute adequate notice.
- 10.2. Should the College be unable to comply with the 90-day requirement, it shall notify the union leadership with the planned implementation date and the expected date the software will be available to faculty as soon as it is aware of the specifics of the implementation. The Employer, in conjunction with the union leadership, will assess the number of affected faculty, the extent of the upgrade and the proposed timeline for implementation, and make appropriate recommendations to insure that faculty who teach the software package in question are able to do so successfully.
- 10.3. Software upgrade announcements to faculty members will identify the developer's recommended system requirements, which typically include processor type, operating system, memory and hard disk space.
11. The Employer will make the upgraded software available for loan to faculty through the library subject to the provisions of Sections 7, 8 & 9 of this article, above, to the extent the license agreement permits the software to be copied and distributed.
 - 11.1. Software as defined in Section 11 above will be available for sign out by affected faculty within ten (10) days of the announcement of the upgrade.
 - 11.2. Sufficient copies must be available for all affected faculty members
 - 11.3. Should the Employer be unable for any reason to make software available to faculty within ten (10) days of the announcement, the situation shall be considered to be a less than 90-day announcement and subject to the provisions of Section 10.2 above.
12. Affected faculty will have the upgraded software installed on their workstations within thirty (30) days of the announcement.
 - 12.1. While the Employer adheres to a policy of replacing faculty workstation computers on a three-year cycle, cases in which the software upgrade requires a hardware upgrade for the software to run shall be treated as a special circumstance for those affected faculty only. Affected workstations may be upgraded with additional RAM or other internal/peripheral components as necessary or replaced outright as conditions warrant.
13. The Employer will provide training in the new software package to those affected faculty members who request it.

13.1. Training may be offered on-line, through guided tutorials, as classroom instruction (in-house or elsewhere) or some combination of the three.

13.2. The number of faculty members who request training may determine the training method, however every effort will be made to accommodate individual schedules so that all faculty members who request training will receive it.

13.3. The school will assist faculty in the acquisition of reference texts.

Article 16. WAGES

1. The minimum wages to be paid to faculty assigned to the ranks and levels according to the terms of Article 16, Sections 2 – 5, will be as follows for the term of this agreement:

RANK	LEVEL		MINIMUM	RANK	LEVEL		MINIMUM
1	1		\$32.45	3	1		\$36.54
	2		\$33.10		2		\$37.27
	3		\$33.76		3		\$38.02
2	1		\$34.43	4	1		\$38.78
	2		\$35.12		2		\$39.55
	3		\$35.83		3		\$40.34
Rank	Level		Minimum	Rank	Level		Minimum
5	1		\$41.15	7	1		\$46.34
	2		\$41.97		2		\$47.27
	3		\$42.81		3		\$48.22
6	1		\$43.67	8	1		\$49.18
	2		\$44.54		2		\$50.16
	3		\$45.53		3		\$51.17

2. For the purposes of salary, ranks will be defined as follows:

Rank 1	0 to 5 years of service
Rank 2	6 to 10 years of service
Rank 3	11 to 15 years of service
Rank 4	16 to 20 years of service

Rank 5	21 to 25 years of service
Rank 6	26 to 30 years of service
Rank 7	31 to 35 years of service
Rank 8	36 to 40 years of service

3. The levels will be defined as follows:

3.1. Each level shall require a minimum of two years professional/teaching experience in field taught.

3.2. In addition, the following requirements shall apply:

Level 1	Post-secondary degree at the Bachelor level, or faculty deemed qualified by special professional experience or expertise as stated in Article 12, except in Culinary where an Associates is currently considered the standard.
Level 2	Post-secondary degree at the Master's level.
Level 3	Post-secondary degree at the Doctoral level or terminal degree in a subject area for which Doctorates are not commonly granted.

4. No faculty member will have his or her salary reduced when assigning rank. A faculty member whose current rate after assigning the appropriate rank and level is higher than that called for by the assigned rank and level will be considered to be "red circled." A red-circled faculty member will be eligible to receive general wage increases on each contract anniversary date. Their rates will not be increased for any other reason until the new indicated rate is higher than their existing rate at which time they will be placed at the new rate.

5. A faculty member pursuing the acquisition of the minimum qualifications under the terms of Article 12, Section 3, will be classified as Level 1 of the appropriate rank.

6. When during the term of this contract, a faculty member passes a significant anniversary such that he/she would advance to a higher rank, the increase in salary caused by the change in rank will be calculated retroactively to the beginning of the pay period immediately following the faculty member's anniversary date. Such retroactive payment shall be calculated on the anniversary date of the contract. The retroactive amount will be based on regularly scheduled teaching and office hours only. It will not be calculated and paid on hours worked for substitutions, open houses, curriculum development, or

other like additional work. Payment for the retroactive amount will be made as soon as administratively possible after the contract anniversary. The change in rank will be made before the faculty member is advanced to the grid for the next contract year.

7. In addition to the minimum above, all faculty members will receive an across the board raise of 3% in the first year of the contract, 3.25% in the second year of the contract and 3.75% in the third year of the contract.
8. An additional pay stipend equal to seven percent (7%) of the instructors earnings for the 11 class sessions taught per quarter will be paid to an instructor in any studio or lab course or in specified general education courses listed in Appendix I whose class size exceeded an average of 26 students for the quarter and for Culinary lab courses whose class size exceeded 23 students for the quarter and for lecture courses whose class size exceeded 45 students for the quarter. An additional pay stipend equal to ten percent (10%) of the instructor's earnings for the 11 class sessions taught will be paid to an instructor in any studio or lab courses and in specified general education courses listed in Appendix I whose class size exceeded an average of 35 students for the quarter and lecture classes whose class size exceeded 55. The average number of students in the class will be calculated by adding the number of students enrolled immediately after the drop/add period and the number of students still enrolled at the end of the sixth week, divided by two. This additional pay stipend will be paid in a lump sum at the end of the quarter.
9. Each part-time faculty member assigned to a class of forty or more students will receive a \$250 lump sum payment for each class over forty. The number of students will be determined at the end of the drop/add period. The lump sum payment will be paid in the final pay of the quarter.
10. In the event of disagreement over the definition of a course, the Curriculum Review Committee will meet to determine the nature of the course.
11. Instructors teaching batched courses shall receive an additional pay stipend of \$100 paid at the end of the quarter in which the batched course is taught.
12. When the Employer wishes to retain a faculty member who has a bona fide offer (in writing) from another institution, the Employer (with the approval of the Union) may offer a competitive salary adjustment to attempt to retain the individual. In the event the salary increase results, the Employer shall inform the Union in writing within ten days of the decision. If the Employer wishes to hire a new faculty member at a rate higher than that called for in Rank 1, it may do so (with the Union's approval) but that new faculty member will be considered to be red circled under the terms of section 4 above.
13. Faculty members selected to serve on Accreditation-related committees, or on the Academic Affairs, Curriculum Review, Admissions, Technology, Library and Health and Safety Committees will be

compensated. Full-time faculty may be paid release time as part of the faculty member's full-time load, or as additional compensation at the faculty member's hourly rate. The method of compensation will be at the discretion of the administration in consultation with the faculty member. Part-time faculty will be compensated at their hourly rate. Faculty voluntarily serving on committees other than those listed above will not receive additional compensation for committee participation requiring a commitment of less than three hours per month.

12.1 Faculty chairing a committee will be paid for all time spent, including meetings, performing duties required of them as directed and approved by Administration. Such compensation may be paid by release time or additional monetary compensation at the faculty member's hourly rate, depending on the nature of the committee work required.

Article 17. BENEFITS

1. Full-time faculty members are eligible to participate in the company's Signature Benefits Plan and will also be eligible to participate in the retirement programs of its parent company the Education Management Corporation (EDMC).
2. Part-time faculty shall be permitted to participate in the medical plan, and the Employer shall provide any corporate contribution offered on a pro rata basis for hours worked in the quarter. Part-time faculty will be provided \$25,000 of life insurance and \$25,000 of AD&D insurance at company expense in each quarter worked. Part-time faculty will participate in the retirement program if they meet the plan requirements for participation. Part-time faculty will not participate in the company long-term disability plan.
3. Effective March 21, 2003, the Employer will contribute \$100 per month toward the cost of spouse or family medical plan coverage for full-time faculty opting for such coverage with pro rata contributions for part-timers. The Employer will contribute an additional fifteen dollars per month (above the normal pro-rata share) towards the cost of benefits for those part-time faculty who elect to purchase insurance through the company's Signature Benefits Plan.
4. The Employer will select the carrier and agrees that, should it wish to change benefits levels or participation requirements, it will negotiate such matters with the Union.

Article 18. TIME OFF WITH PAY — ILLNESS AND DISABILITY

1. Employees will be entitled to time off with pay and a continuation of group benefits during a period of illness or disability according to the following conditions:

- 1.1. Full-time employees will be entitled to six (6) paid days per year for incidental illness. Part-time employees will be entitled to three (3) paid days per year for incidental illness. The number of paid days of leave for incidental illness may be extended by mutual agreement in cases of medically documented extenuating circumstances.
- 1.2. Full-time employees will participate in EDMC's Short-Term Disability (STD) Plan as revised and effective October 1, 1991. When a full-time employee's period of illness or disability exceeds the number of eligible days as provided by the STD Plan, the Group LTD Plan benefits will begin (for participants). Employees who do not participate in the Group LTD will have their group benefits continue at the same level and under the same conditions as before their disability for up to twelve (12) weeks in total during a twelve (12) month period.
- 1.3. Part-time employees are eligible to participate in EDMC's short-term disability plan with the exception of the provisions pertaining to eligibility and duration of benefits according to the following schedule:

YEARS OF SERVICE	WORK DAYS AT FULL PAY
Up to 2 yrs.	5 days
2 yrs. to 10 yrs.	15 days
10 yrs. to 15 yrs.	20 days
15 yrs. and over	25 days

2. Group benefits will continue at the same level and under the same conditions as before the disability began for up to twelve (12) weeks in a twelve (12) month period, provided that the employee worked a total of 1250 hours in the preceding twelve (12) month period.
3. Employees who return from disability and who still have their seniority intact will be reinstated with no loss in status, seniority, or salary.
4. Disability begins when the employee is no longer capable of performing the job function.
5. Maternity Leave shall be treated as any other medical disability except that any employee who has worked more than 1250 hours in the preceding twelve (12) months, may request additional unpaid time off to care for a newborn or adopted child, up to twelve (12) weeks in a twelve (12) month period.
6. The Employer reserves the right to require a physician's statement confirming such disability.

7. The Employer shall be solely responsible for securing and paying any substitute teachers required because of an employee's use of sick leave.
8. Any leave granted under the Federal Family and Medical Leave Act will be administered in accordance with the Art Institutes' Family and Medical Leave procedures dated August 5, 1993.

Article 19. TIME OFF WITH PAY — PERSONAL DAYS

Each full-time faculty member shall receive four (4) hours of paid personal time for each quarter worked; each part-time faculty member shall receive two (2) hours of paid personal time for each quarter worked. In addition, full-time faculty may trade one incidental sick day for personal use each year and part-time faculty may trade up to four hours of incidental sick time for personal use. This time may be used at the faculty member's discretion and the faculty member is not required to use the block of time at once. Reasonable notice must be given to the employer of the faculty member's desire to use personal time. The employer will be responsible for obtaining substitutes. Personal time can be used at any time during the fiscal year but cannot be accumulated or carried over from one year to the next. It is understood that personal hours will be used for pressing personal business that cannot be scheduled outside of a faculty members assigned teaching schedule or could not be anticipated.

Article 20. TIME OFF WITH PAY — HOLIDAYS

1. The Employer will observe nine (9) paid holidays each calendar year, eight (8) of which are:

Martin Luther King Day	Presidents' Day
Good Friday	Memorial Day
Labor Day	Veterans' Day
Thanksgiving Day	Day after Thanksgiving Day

2. The President will designate one (1) paid holiday each year in addition to those listed above, and this will not occur during a scheduled vacation.
3. If two named holidays fall on the same day in the same quarter, the Employer shall have the right to schedule the celebration of one of those holidays on a different day.

4. If a holiday falls on Saturday, observance of the holiday will be on the preceding Friday. If a holiday falls on Sunday, observance will be on the following Monday.
5. For faculty members who need to substitute alternate religious holidays, efforts to accommodate will be made. Due to the nature of the school schedule such requests should be held to a minimum.
6. If an employee was not scheduled to work on a holiday, that employee will not receive holiday pay for that holiday.

Article 21. TIME OFF WITH PAY — VACATION

1. Full-time faculty shall receive one (1) week of paid vacation for each quarter of teaching. Such vacation will be taken as scheduled by the school. No vacation shall be carried forward from one fiscal year to the next.
2. Part-time faculty shall receive one (1) week of pro rata paid vacation for each quarter of teaching. Such vacation will be taken as scheduled by the school. No vacation shall be carried forward from one fiscal year to the next.

Article 22. TIME OFF WITH PAY — BEREAVEMENT LEAVE

1. In the event of a death in the immediate family, an employee may be granted up to a maximum of five days' absence from work with pay to allow for that employee's attendance at the funeral or to permit time to help the individual cope with his/her loss.
2. The following table specifies the number of days for which an employee will be paid based on family relationship:

FAMILY RELATIONSHIP	PAID TIME UP TO
Parent	5 days
Spouse	5 days
Domestic Partner	5 days
Sons or Daughters	5 days
Step-Children	5 days
Brothers or Sisters	5 days
Step-Siblings	5 days

Mother or Father-in-law	3 Days
Grandparents	3 Days
Grandparents-in-law	3 Days
Grandchildren	3 Days

3. Employees are not obligated to use the maximum allowable bereavement leave.

Article 23. TIME OFF WITH PAY — JURY DUTY

Any employee scheduled for jury duty shall be excused from his/her normal duties for such appearance without loss of pay.

Article 24. TIME OFF WITHOUT PAY — PERSONAL LEAVES

1. All employees will be permitted to request an unpaid leave of absence for a period not to exceed one (1) year. Such request shall be made in writing to the appropriate Academic Department Director at least three (3) weeks prior to the commencement of the leave and must be approved by the President. Such leave request shall not be unreasonably denied. Approved leaves are to commence at the beginning of a quarter, except in a personal emergency or for unforeseen and necessitous reasons. If such leave is approved, the various medical benefits may be continued at employee expense except that if the personal leave is to care for a sick or disabled spouse, mother, father, or child, and if the employee has worked a total of 1250 hours in the twelve (12) months preceding the leave, the first twelve (12) weeks of benefits may continue at the same levels and under the same conditions as before the leave. Part-time faculty who request leave to care for a sick or disabled spouse, mother, father, or child will continue to have benefits paid on a pro-rata basis, based upon the last quarter worked prior to the leave, if the faculty member had been participating in the benefits plan. The leave cannot be extended without exceptional circumstances.
2. Full-time faculty members may elect to take a leave of absence for up to one year as a result of receiving grants, in pursuit of higher education, or other professional pursuits agreed upon by both parties. Such faculty shall accrue full seniority as if they are teaching.

Article 25. FACULTY DEVELOPMENT

1. All faculty members should involve themselves as fully as possible in self-renewing creative and scholarly activities. The responsibility for creating such opportunities lies with the institution, as well as the faculty members themselves. Such development activities include but are not limited to service

to the institution, creative studio endeavors, professional memberships, further education, publications and scholarship. Professional development funding priority will be given to development opportunities related specifically to the faculty member's area of instruction. As required by the school's accrediting agency, each faculty member will create and participate in the completion of a faculty development plan, developed on a form approved by the accrediting agency. This plan will be renewed and updated annually and will set out and document training and professional growth activities designed to enhance faculty expertise.

2. The Employer will establish a special training faculty development fund of \$10,000 in each quarter of each year of the agreement to fund faculty development not covered under the tuition reimbursement section of this agreement, as agreed to by the faculty member and administration. Such agreed activities would include but are not limited to workshops, seminars, professional meetings and their related expenses. The pool will be allocated on a school-wide "first-come" basis and will be limited to \$2000 per event so as many faculty members as possible might participate. Funds not utilized in any quarter will be carried over into subsequent quarters within the fiscal year.
3. Applications should be made at the end of the quarter preceding the scheduled event. Faculty members should submit requests on a form available from the employer to their Academic Department Director for approval and then be presented by the faculty member to the Training and Development Director. The administration will respond to the request as soon as administratively possible but no later than 10 days from the receipt of the form.
4. Individuals may not receive funding more than once every two years unless there is a shortage of qualified applicants. This provision will be waived for faculty members receiving sabbaticals that include seminar/workshop attendance.
5. If the workshop or seminar requires travel and/or overnight accommodations, the Employer will reimburse approved expenses to the faculty member.
6. The faculty member should endeavor to schedule training when not scheduled to teach classes. If training is only available at the same time as scheduled classes, the faculty member participating in the workshop or seminar shall suffer no loss in compensation for any missed classes. There will be no penalty for events that can only be scheduled during class time, however, should there be alternative times that do not conflict with class but the instructor chooses a time that does conflict with class, \$150 will be charged to the individual's allocation for each class for which a substitute is required. The administration will provide a detailed accounting of fund activity upon request.
7. The faculty member is responsible for completion of a meeting report within two weeks after the event.

Article 26. TUITION ASSISTANCE REIMBURSEMENT

Faculty members are encouraged to enroll in educational courses that apply to the specialty field or improve instructional skills or apply to minimum credentialing requirements at accredited institutions and will be eligible for tuition reimbursement from the Employer.

1. Tuition reimbursement eligibility for approved courses is determined by teaching experience at AiPH. Eligibility requires one academic year, not necessarily continuous, of full-time equivalent teaching. Reimbursement will include tuition and registration fees under the conditions described herein.
2. Course work required to meet anticipated minimum credentialing requirements will be reimbursed at the rate of 100% provided a grade point average of "C" for undergraduate courses and "B" for graduate courses is achieved.
 - 2.1. When a faculty member is enrolled in a degree program, which is relevant to his/her teaching or to meet anticipated minimum credentialing standards, all courses mandated for the awarding of said degree shall be covered under the tuition reimbursement clause of this contract.
 - 2.2. All faculty who wish to pursue advanced degrees (beyond the Bachelor's) required for accreditation and licensing purposes shall have their tuition paid at the rate of 100%.
 - 2.3. An instructor who has verified tuition payments for reimbursable course(s) described above shall be advanced one-hundred percent of such payments subject to the instructor signing an agreement provided by the employer authorizing the school to deduct from his/her paychecks the amount so advanced should he/she fail to complete the course(s) in accordance with the conditions set forth in this Article.
3. Courses which apply to the specialty field or improve instructional skills, and which are not required to meet anticipated credentialing requirements as described above, will be reimbursed at a rate of 75% for full-time faculty and 50% for part-time faculty as determined by the faculty member's teaching status at the time of enrollment in the courses. Reimbursement is contingent on the achievement of a grade point average of "C" for undergraduate courses and a grade point average of "B" for graduate courses.
4. Tuition reimbursement shall be provided for up to 18 credits per fiscal year for undergraduate courses and up to 30 credits per fiscal year for graduate courses. Tuition reimbursement will be paid at the highest state tuition credit hour rate for an in-state student. These limits may be expanded to cover all additional tuition in the cases of individuals already pursuing degrees prior to the signing of this agreement or in other special cases upon which the parties may agree. Course work must be completed through a regionally accredited institution. Credits taken in a nontraditional format will be reimbursed in keeping with the aforementioned reimbursement schedule.

5. Courses of enrollment should not interfere with AiPH teaching assignment. Persons who may have exceptional conflicts such as, but not limited to, residencies, final exams, and seminars may apply for an unpaid leave, use personal time, or have their courses at AiPH covered if the parties agree. Additionally, the cost of room and board for residencies, as billed by the institution, will be covered under the provisions of this Article.
6. The Employer shall provide tuition reimbursement for faculty pursuing minimum credentials required by the School's accrediting and licensing bodies at a non- EDMC school. The Employer shall provide tuition grants for faculty pursuing minimum credentials required by the School's accrediting and licensing bodies at an EDMC school. Faculty following a development plan designed to acquire such minimum credentials will be required to submit an estimate of the credits to be reimbursed by the Employer or covered by a grant by March 1st of the fiscal year immediately preceding the fiscal year in which the funds are requested. Exceptions to this deadline may be made in special cases such as life changes or deadlines set by the school's accrediting body or in other cases in which the parties agree. A separate pool of \$10,000 per year will be maintained to cover those individuals applying for tuition reimbursement for courses that are not required to meet anticipated credentialing requirements.
7. Tuition reimbursement funds will be allocated in the order of application. In the case of simultaneous applications when sufficient funds are not available to meet all requests, seniority will be the determining factor.
8. An application for Tuition Reimbursement for individual course(s) should be submitted to the Academic Department Director at least 30 days prior to the beginning of the course(s) within a single academic term, and the Employer shall be responsible for providing a letter of commitment to the Employee within 30 days of this formal application. One half of the reimbursement payment will be paid within 30 days of approval but not more than 14 days before the tuition payment is due. The remainder of the tuition reimbursement will be made upon completion of the course(s) and within 30 days of the submission of the appropriate grade. If the Faculty member does not satisfactorily complete the course(s) for which they received the initial reimbursement, reimbursement to the employer for that amount is required.
9. A list of faculty receiving tuition reimbursement shall be published quarterly. An accounting of the tuition reimbursement funds distributed will be provided to the union on a quarterly basis.
10. Tuition Assistance Reimbursements will be made in accordance with all applicable IRS regulations.
11. Faculty may request a leave of absence under the provisions of Article 24, Section 2, to pursue the Course work required to meet anticipated minimum credentialing requirements for MSA or any other credentialing or licensing body and be eligible for tuition reimbursement. In the event that a faculty

member does not return after such leave, reimbursement to the employer is required for any tuition moneys paid to the faculty member during such leave.

12. Faculty will have the option of training for new technology introduced into a course for which they are qualified by current accrediting standards provided they have taught the course in question, or a substantially similar course in the past. Necessary training will be determined and paid for by the Employer. Faculty will not receive pay or release time for such training. To the extent possible, conflicts between the training schedule and the faculty member's teaching schedule will be accommodated. If the training requires travel and/or overnight accommodations, the Employer will reimburse approved expenses to the faculty member.

Article 27. WORKSHOP/SEMINAR/PROFESSIONAL MEETING ATTENDANCE

1. Faculty attendance at workshops, seminars, and professional meetings can further the development of specialty skills and knowledge. The Employer will sponsor full-time and part-time faculty at these approved functions. A limited number of workshops, seminars and professional meetings will be approved each year. Faculty attending such a function will be required to report on the activity. Funding for workshops will be from funds in Article 25 of this agreement.
2. Sponsorship eligibility is determined by teaching experience at the AiPH. Eligibility requires one academic year, not necessarily continuous, of teaching at The Art Institute of Philadelphia.
3. Faculty interested in attending a workshop, seminar or professional meeting should submit an application for attendance to the Academic Department Director. Requests should be submitted at least two months prior to the event, when possible.
4. The Academic Department Director and Dean of Academic Affairs shall review the attendance request for approval within constraints of the Employer's budget. Upon approval, the Employer will pay the registration fee and reimburse reasonable travel expenses.
5. Should the workshop or seminar or other professional meeting be scheduled during class time, the faculty member participating in that meeting shall suffer no loss in compensation for any missed classes.
6. The receipt of awards, grants or invitations to present will be considered professional development provided the awarding institution is appropriate to the individual's teaching assignments at AiPH or related professional practice. The faculty member will forward a request and documentation of such an event to his/her Academic Director at least two weeks prior to the event and the faculty member will arrange substitutes for all classes. Approvals shall not be unreasonably denied. It is understood that the event will not cause the faculty member to miss more than one week of classroom instruction and for that period the individual's salary will continue without interruption.

Article 28. PROFESSIONAL SOCIETY MEMBERSHIP

1. Faculty membership in a professional society related to the specialty field of instruction or academic practice should enhance professional development. In order to encourage professional society membership, the Employer will pay for one membership per faculty member each fiscal year upon approval of the Academic Department Director and Dean of Academic Affairs as follows:

Full-time Faculty:	100% payment of first \$100 plus 50% over \$100
Part-time Faculty:	50% payment of first \$100 plus 25% over \$100

2. Eligibility for membership payment is determined by teaching experience at AiPH. Eligibility requires one academic year, not necessarily continuous, of teaching at The Art Institute of Philadelphia.
3. A faculty member should submit the name of the professional society and information on dues to the Academic Department Director.
4. Upon presentation of a receipt for the paid dues the Employer will reimburse the faculty member for the professional society dues payment.

Article 29. SABBATICAL

1. The purpose of a sabbatical is to provide the opportunity for professional growth and development beyond the restrictions of a normal teaching schedule. A sabbatical program may be used for research and study, travel, writing, studio activity or other professional activity.
 - 1.1. Sabbaticals shall be for either one-quarter at full salary or over as many as six quarters. All other benefits will continue in effect along with a guarantee of reinstatement to a faculty position at the conclusion of the sabbatical.
 - 1.2. Upon completion, the faculty member will be expected to exhibit tangible results from this experience.
 - 1.3. The annual salary and/or performance review date(s) will remain unchanged.
 - 1.4. While on sabbatical a full-time faculty member will accrue seniority points as if teaching his/her normal course load.
 - 1.5. Part-time faculty members will continue to accrue seniority points equal to the number of hours that is the basis for sabbatical pay.
 - 1.6. Faculty members who have had sabbaticals prior to 3/20/97 will be awarded seniority points retroactively.

2. Full-time faculty members are eligible to apply for a sabbatical after twenty (20) quarters of full-time instruction at AiPH (not necessarily continuous). Part-time faculty who become permanent full-time faculty will, after no less than eight quarters of permanent full-time service, have their part-time service prorated towards the necessary twenty (20) quarters for sabbatical eligibility. Full-time faculty whose part-time service is credited towards sabbatical eligibility shall not take precedence over faculty with greater length of full-time service.
3. After 10 academic years of service (not necessarily continuous and including layoffs) part-time faculty shall be eligible for a sabbatical based upon the average number of hours taught quarterly over four academic years.
4. Eligible faculty may apply for a sabbatical on the form available from the Employer.
 - 4.1. The union and the Employer shall agree which applications are eligible for sabbatical under the terms of the contract.
 - 4.2. Applications should be submitted to the office of the Dean of Academic Affairs six (6) months prior to the start of the fiscal year in which the sabbatical will be taken.
 - 4.3. The forms will be submitted to a screening committee composed of an equal number of faculty members and members of administration. The committee will be co-chaired by a member of the faculty and a member of administration. Once applications are submitted to the sabbatical committee, they will be considered eligible. The screening committee will submit the applications to the President for a final review.
 - 4.4. Should there be insufficient applicants for all of the available sabbaticals in a given year the application period will be reopened to include those individuals who would become eligible the following year. However, applications received after the reopening will not supplant those applications received by the original filing deadline.
 - 4.5. Eligible individuals who are denied a sabbatical due to an insufficient number of sabbaticals for the number of eligible individuals will be reconsidered in the following fiscal year and moved ahead of any new applicants, regardless of the number of sabbaticals available.
5. If the purpose of a sabbatical is for enrollment in educational courses, the faculty member may also apply for Tuition Assistance Reimbursement.
6. Approval decisions will be based on the faculty member's stated goals and objectives for the sabbatical and the faculty member's seniority. Primary consideration will be given to the potential creative and intellectual development of the faculty member and benefit to the Employer.

7. Upon completion, the faculty member will be asked to deliver a full report and/or lecture, demonstration, or exhibition about the sabbatical to the departmental Faculty, Academic Department Director, Dean of Academic Affairs, and/or students.
8. If the faculty member does not return, reimbursement to the Employer for all financial support received while on sabbatical is required.
9. The number of sabbaticals to be awarded during the term of this contract shall be forty-seven (47) to faculty meeting the criteria outlined in this article. Sabbaticals will be awarded on an institutional wide basis as follows:
 - 9.1. In the first year of this contract the number awarded shall be 13.
 - 9.2. In the second year of this contract the number awarded shall be 12.
 - 9.3. In the third year of this contract the number awarded shall be 22.
10. Part-time faculty who are awarded a sabbatical shall be allowed to continue their participation in the benefits plan based upon the number of paid hours in the sabbatical quarter, if that faculty member normally elects to participate in the plan.
11. No faculty member shall have more than one sabbatical in a five-year period.
12. In the event that there are not enough qualified applicants for a full-time sabbatical, that sabbatical shall be dispersed among those remaining part-time applicants and vice versa.
13. A faculty member who fails to apply for a sabbatical within two years of becoming eligible will have his/her eligibility suspended for a period of three years that follow the two years in which the instructor was eligible but did not take the sabbatical. However, should a part-time faculty member whose eligibility is suspended attain full-time status, the suspension will be removed.
14. Should a faculty member find him/herself unable to take an awarded sabbatical, he/she may apply to the President to have the sabbatical postponed by as much as one year. It is understood, however, that this sabbatical will be awarded from the sabbatical pool of the year in which it is taken. In the case of a sabbatical postponement, the application period will be reopened and will include those individuals who would become eligible in the following year. Such requests for postponement will not be unreasonably denied.

Article 30. COMMITTEES

1. There shall be the following standing committees: Curriculum Review; Academic Affairs; Health & Safety; Admissions; Technology; and Library. The overall purpose of the committees is to consider and review relevant matters and to report and make recommendations to the Executive committees of

the school and the Union and to the faculty. The focus of each committee's work is different and shall be defined as follows:

- 1.1. Curriculum Review Committee: The Curriculum Review Committee may review courses and curriculum introduced at the Art Institute of Philadelphia. Additionally, the committee is responsible for the assignment of classes to Appendix 1 and the review of disputes over the designation of courses described in Article 13, Section 14. It will determine course equivalencies and which courses are separate and distinct for purposes of class batching, and it will determine if a course has been substantially changed for the purpose of determining qualification as defined in Article 12, Section 1 of the Agreement. The committee chair will present recommendations from this committee to the Executive Committees of both the union and the school. The committee will meet once a quarter and shall have the right to call a special meeting anytime during a quarter. The chair of the committee will alternate between management and faculty with the chair's term to last two quarters.
- 1.2. Academic Affairs Committee: The Academic Affairs Committee reviews and makes recommendations about academic policies and procedures, and other issues excluding curricular issues. This committee shall have no authority to modify the terms of the collective bargaining agreement between the parties. The committee chair will present recommendations from this committee to the Executive Committees of both the school and the union. The committee will meet once a quarter and shall have the right to call a special meeting anytime during a quarter. The chair of the committee will alternate between management and faculty with the chair's term to last two quarters.
- 1.3. Health and Safety Committee: The Health and Safety Committee reviews issues of health and safety within the school. Recommendations from this committee are presented to the Facilities Manager for presentation to the Executive Committees of both the school and the union. The committee will meet quarterly and will be chaired by a faculty member.
- 1.4. Admissions Committee: The Admissions Committee, composed of four faculty members, reviews the essays of applicants to the Institute. Members of the committee make recommendations for acceptance or rejection to the Director of Admissions. The committee will meet as required by new student application flow and will be chaired by a faculty designee of the Director of Admissions.
- 1.5. Technology Committee: The Technology Committee reviews current technology resources and makes recommendations for future planning. Additionally, the Committee reviews C.S. recommendations for technology upgrades and expansion plans for classroom technology and provides feedback and recommendations. The Committee will also review and make

recommendations regarding computer technology in faculty workspaces and offices. The Committee meets quarterly and is chaired by the Director of Technology.

- 1.6. Library Committee: The Library Committee provides input to the Director of the Library on collection expansion and resource acquisition. The committee meets quarterly and is chaired by the Director of the Library or his/her designee.
2. Each committee (except the Admissions Committee) will be composed of three members from the faculty and three members from the administration, with one alternate from each side. Additional substitutions can be made as needed. When not actively serving to replace a committee member, an alternate may attend meetings and observe, but not vote.
3. Faculty members (and alternates) for each committee will be selected by the Union
4. Administration members for each committee will be selected by the Administration.
5. The terms of service for committee members will be three quarters and renewable.
6. More than 50% of committee membership will be considered a quorum for the purpose of calling for a vote. A simple majority will decide committee votes. An equal number of committee members from both sides shall be necessary to call for a vote. In the event of a tie vote on the Curriculum Review and Academic Affairs committees, the committees will submit the proposal in question to the presidents of the school and the union, who will meet to determine the outcome. Should the two presidents not reach agreement within 120 days the parties agree to utilize and equally share expenses of the offices of the Federal Mediation and Conciliation Services as well as the services of a post-secondary educational consultant.
7. Should the Employer believe that a recommendation from one of the above committees is counter to the school's interests, the school's executive committee shall meet with selected members of the committee whose recommendation it questions who will answer questions and provide supporting material. These selected committee members shall consist of one from faculty and one from administration. Should, after this meeting, the Employer still believe the recommendation is counter to the school's interest, the matter in question shall be submitted to the presidents of the school and the union who will meet to determine the outcome. Should the two presidents not reach agreement within 120 days, the parties agree to utilize and equally share expenses of the offices of the Federal Mediation and Conciliation Services.
8. Each side will submit to the chair agenda items at least one week before the scheduled meeting. An agenda will be provided for all meetings.

- 8.1. Committee agendas and meeting dates shall be distributed to the faculty via memo prior to the committee meeting; minutes will be distributed via AiPH email accounts. Distribution of agendas and meeting dates shall be the responsibility of the committee chair.
9. Minutes of all committee meetings will be taken and will be made available to all committee members and upon request, to the executive committees of the Union and the School.
10. Should a faculty committee member miss two consecutive meetings or four nonconsecutive meetings during his/her term, he/she will forfeit committee membership.
11. The parties agree to encourage committee attendance by their representatives.
12. Alternates will be informed of scheduled meetings and shall be responsible to attend in the event of the absence of a member from his/her side. An alternate shall have the right to vote as a replacement for a committee member.
13. In the event of a regular member's resignation or removal, the alternate will replace him/her until a new member is selected.
14. In addition to the standing committee members, an additional voluntary nonvoting staff and/or faculty member may be invited to participate in the committee's deliberations as needed.
15. Each committee will issue a report to faculty during the 12th week of the quarter. Each committee will meet briefly during the 12th week of the quarter to define a schedule of meetings to be held at the same day and time for the upcoming quarter and develop a preliminary agenda for the quarter's work. In the event that a faculty member's schedule subsequently changes, another faculty member shall be appointed by the Union to serve on that committee for that quarter.
16. Meetings will be scheduled for faculty, not including alternates, except when serving to replace a regular committee member, and faculty will be compensated for time spent at each meeting according to Article 16, section 12. Meetings will normally be held for 1-1 ½ hour's duration.

Article 31. DISCIPLINE AND DISCHARGE

1. The Employer shall have the right to maintain discipline, but may impose such discipline for just cause only.
2. Anonymous complaints alone shall not be the basis for disciplinary action. Anonymous materials, with the exception of student course evaluations, shall not be retained for more than one year.
3. The Employer shall communicate all complaints made to the Employer against instructors, including those from students, within ten (10) working days, in writing, to the involved instructor.

- 3.1. Where complaints result in disciplinary action of any kind, the named instructor will be provided with the complainant's name except in cases of sexual harassment or where law may prohibit the Employer from releasing the complainant's name. The named instructor will also be provided with an unaltered photocopy of the original documented (written) complaint in its entirety but with the names of other faculty members or staff removed.
- 3.2. An unexpurgated copy of the complaint will be provided to the Union president and chief steward who will maintain confidentiality with respect to the complaint and the identity of the complainant.
 - 3.2.1. This provision in no way infringes upon the union's ability to investigate complaints/grievances.
 - 3.2.2. If the union's investigation requires an interview with a student, a management observer will be present during the interview.
 - 3.2.3. Prior to said interview the Employer shall provide the union representative with a transcript or copy of any notes from its initial meeting with the complainant. In the event of the unavailability of either the student or the management observer, the grievance procedure shall not be initiated until this interview has taken place.
 - 3.2.4. The union shall not retaliate against student complainants.
4. All complaints against instructors shall be promptly investigated and no disciplinary action will be finalized until the conclusion of such investigation.
 - 4.1. Faculty members will be given an opportunity to respond in writing to charges raised in a disciplinary procedure and will be entitled to due process as defined by the procedures in this article before any disciplinary action is finalized, with further recourse through, but not limited to the Grievance and Arbitration Procedure (Article 32). It is understood that at all stages of the disciplinary process faculty will retain the right to Union representation.
 - 4.2. If, as a result of such investigation, a faculty member is exonerated of the complaint against him/her, the Employer will make the faculty member whole.
5. The Academic Director shall use discretion in determining which complaints are frivolous and those that rise to a level of requiring further investigation.
 - 5.1. In the event that further investigation is required, the information contained in the faculty member's PPAR will be considered and weighed against the individual complaint.

- 5.2. Students shall be directed to communicate their concerns in the following order: Faculty member, Academic Department Director for the student's program, Assistant Dean of Academic Affairs, Dean of Academic Affairs, or Dean of Student Services; President.
- 5.3. In such cases where it may not be prudent, or the student refuses, to directly discuss his/her complaint with the faculty member against whom the complaint is lodged, except when modified by subsection 3.1 of this article, the appropriate Academic Department Director shall mediate the dispute by bringing the parties together. If such mediation is unsuccessful, or the student refuses to participate, the complaint may be advanced to the next level.
6. The Employer will not solicit complaints against faculty members. Investigation into an existing complaint does not constitute solicitation. The Employer will notify the Union of any complaints or disciplinary actions contemplated or communicated to a faculty member as soon as such communication is made to the faculty member involved.
7. The Employer shall utilize, when appropriate depending upon the seriousness of the incident or behavior, a system of progressive discipline consisting of
 - 7.1. Oral warning and performance counseling,
 - 7.2. Written warning,
 - 7.3. Unpaid suspension and
 - 7.4. Termination.
8. Recurring incidents of inappropriate behavior by a faculty member shall be subject to initial discipline or to further advancement in the stages of discipline depending on the following:
 - 8.1. Similarity in kind to previous incidents
 - 8.2. Frequency of occurrence
 - 8.3. Seriousness of the nature of the incident
9. An unpaid suspension that is not followed by either reinstatement or the opportunity for a hearing with the School President is in effect a summary dismissal in violation of due process.
10. Faculty called to meetings by the Employer on disciplinary issues shall have the specific reasons for the meeting communicated to them in advance of the meeting. Specific reasons include a description of the facts surrounding any circumstances for which an instructor is possibly to be disciplined.

Article 32. GRIEVANCE — ARBITRATION PROCEDURE

1. A grievance is defined as a dispute, difference, disagreement, or complaint between the parties hereto as to the interpretation, application, or claimed violation of this agreement. Either the Union or the aggrieved employee may initiate grievance procedures on behalf of an employee or a class of employees.

2. Any grievance not settled between the parties informally will be processed in the following manner:

STEP 1: Within ten (10) working days of the date on which the employee or the Union first learned, or may reasonably have been expected to have learned of a grievable event, the Union and/or the aggrieved employee shall submit a grievance in writing to his or her Academic Department Director, The Director of Human Resources or the Dean of Academic Affairs. In grievances initiated by the Union, the participation of an individual grievant is not required.

The Employer shall respond in writing to the grievance within ten (10) working days of its submission. In the event of a failure by the Employer to respond in writing to the grievance within ten (10) working days of its submission, the grievance shall be automatically referred to Step 2.

STEP 2: If the grievance is not resolved or no reply is given within ten (10) working days of its submission, the Union may refer the grievance, in writing, within ten (10) working days of the Step 1 answer (or its due date) to the president or his designee, who shall respond in writing within ten (10) working days of the presentation of the grievance at Step 2.

STEP 3: If the grievance is not resolved in Step 2 or the answer of the Employer is not received within ten (10) working days, said grievance may be referred within twenty (20) working days of the Step 2 response from the Employer (or its due date) by the Union to binding arbitration in accordance with the Voluntary Rules of Labor Arbitration of the American Arbitration Association then in effect. The arbitration shall be by a neutral arbitrator selected under AAA rules, and the decision of the arbitrator shall be final and binding on both parties. The arbitrator's award shall not modify, change, add to, or subtract from any provision of this Agreement. The costs of arbitration by the AAA and its impartial arbitrator shall be borne equally between the parties and each party shall bear the costs of the presentation of its case to the arbitrator.

3. Any disposition of a grievance from which an appeal was not taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of the agreement.

4. All time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays, scheduled school vacations and holidays.

Article 33. PROFESSIONAL COURTESY

Faculty members and any members of the administration and/or its staff shall treat one another in a professional manner at all times. The parties agree that there will be no retaliation against any complainant or grievant.

Article 34. AGREEMENT AGAINST STRIKES AND LOCKOUTS

Neither the Union, nor any member of the bargaining unit, shall, during the term of this Agreement, instigate, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform work; nor shall there be any lockout on the part of the Employer

Article 35. PERSONNEL RECORDS

1. Individual personnel files shall be confidential but an employee shall have the right to insert in his file reasonable supplemental material and written responses to any item in his file. Employees may review their personnel file during the regular office hours upon request. Evaluative material or any material derogatory to the employee's professional conduct, service, character or personality shall not be placed in their file without first being shown to the individual involved. Employees shall be furnished with copies of any materials included in their file upon reasonable written request, at the employee's expense. Materials irrelevant to the professional progress of an employee shall not be included in the personnel file; nor shall any materials classified as professional or evaluative in nature be permitted in the personnel file without the author's identity. These provisions shall not apply to references provided by other employers concerning AiPH employees or documents or information prepared by the Employer in preparation for grievances.
2. No information contained in the personnel file shall be released without the expressed written permission of the employee, unless the Employer is required by law to release such information, and in such case the employee shall be notified of such release.
3. The records of a disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action taken against the employee for a period of two (2) years. Upon the employee's written request, a disciplinary notice or decision letter will be removed from the employee's personnel file after two (2) years if there has been no disciplinary action taken against the employee in that two (2) year period except that records of serious disciplinary

actions which may result in legal actions against the school or any of its employees will be retained indefinitely.

4. Material of an evaluative nature will be maintained only in the official personnel file, the Academic Directors' files, and the Dean of Academic Affairs' files. The faculty member may request, at reasonable times and with sufficient notice, to review with the appropriate administrator, any material of an evaluative nature being maintained. A copy of such material shall be provided after such discussion within five (5) working days if the faculty member so requests.

Article 36. NOTIFICATIONS

1. Job openings within the collective bargaining unit at AiPH shall be posted in-house. Within three (3) working days of such postings, AiPH shall notify by mail all faculty who are not teaching during that quarter that a position has been opened.
2. Notification of policies concerning employment, calendar, benefits and all other matters affecting employment shall be distributed to faculty in written memo form including the office and name of the administrator issuing the memo.
3. All notifications to the union will be made through the designated mailbox of the Faculty Federation.
4. Notification to the union shall be made under the following circumstances:
 - 4.1. Notification of job postings shall be made to the union at the same time they are posted in-house.
 - 4.2. The Employer will notify the union when a temporary employee is hired or when an existing part-time employee is elevated to a temporary full-time status.
 - 4.3. The Employer will develop a leave of absence application form. Upon receipt and approval of a faculty member's application for leave of absence, the union will be notified within five (5) working days.
 - 4.4. The union will be notified at least six (6) months prior to the Employers closing of a program, except in circumstances beyond the Employer's control, such as loss of licensure. Such notification will include the names of all faculty members affected by the department closing.
 - 4.5. The Employer will notify the union of the layoff of any faculty member or of any faculty member's inability to accept employment. The union will also be notified when any faculty member not teaching is offered the opportunity to return to his/her former status and of the faculty member's acceptance or refusal of this offer.

5. All official college communications will be distributed in hard copy via the college faculty mailboxes and the faculty member's AIPH email account. Email communications sent from the administration to the faculty will utilize the faculty member's AIPH email account.

Article 37. SEPARABILITY

Should any part of this agreement or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this agreement shall not invalidate the remaining portions of this agreement and they shall remain in full force and effect.

Article 38. NATURE OF AGREEMENT

1. It is understood and agreed that this Agreement contains the full and complete agreement between the parties and that the same may be amended or altered only by agreement in writing signed by the parties.
2. It is understood and agreed that all matters desired by either party have been presented, discussed and incorporated herein or rejected. Accordingly, except to the extent expressly stated to the contrary above, it is agreed that for the life of this Agreement each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter.

Article 39. TERMINATION

This Agreement shall be in effect commencing on March 20, 2009 and ending at 11:59 p.m. March 20, 2012. This Agreement shall remain in effect from year to year thereafter unless either party gives notice of its desire to terminate or modify this agreement at least sixty (60) days prior to its expiration date.

APPENDIX 1 — General Education not over 26 students

CU20630 Purchasing & Cost Control
GE0011EN Basic Writing
GE0012RD Reading
GE0013MA Basic Algebra
GE10110 English Composition I
GE10210 English Composition II
GE10220 College Mathematics
GE10310 World Literature
GE30920 Logic
GE30980 Creative Writing
LS20510 Career Development

Appendix 2 — Remedial and Writing Intensive Classes

GE0011EN Basic Writing
GE0012RD Reading
GE0013MA Basic Algebra
GE10110 English Composition I
GE10210 English Composition II
GE10310 World Literature
GE30980 Creative Writing

MEMORANDUM OF AGREEMENT—Academic Titles

The Ai System is in the process of studying the use of academic titles for faculty throughout the system. The Administration agrees to notify the Union of the progress of the titling policy within six months of the date of this agreement if the policy has not been implemented. When the Ai system develops an academic titling policy, the Administration agrees to meet with the Union to discuss specific titles and their application, the eligibility criteria for the award of specific titles and other administrative procedures. Once the parties agree upon the guidelines, the Administration agrees to implement these titling procedures for AiPH faculty as soon as administratively possible.

MEMORANDUM OF AGREEMENT—Distance Learning

The parties agree that The Art Institute of Philadelphia students may enroll in distance learning courses through a consortium agreement between AiPH and The Art Institute Online (AiO) subject to the following provisions:

1. During the term of this contract, distance-learning courses through AiO shall not result in the loss of work for or advancement opportunities to members of the bargaining unit.
2. Except in special circumstances relating to student scheduling or persistence AiPH will not encourage students to enroll in on-line classes in lieu of ground-based courses. However, this does not preclude AiPH from describing the existence of distance learning courses in the admission process. In no instance shall the assignment or scheduling of distance learning courses result in or be used to prohibit or deny the assignment of traditional on campus classes to faculty.
3. The Art Institute OnLine is responsible for the content and delivery of distance learning courses. AiPH faculty members who elect to teach for AiO do so at their own discretion outside of their normal teaching load for AiPH and cannot be compelled by AiPH to teach on line courses for AiO, nor can AiPH deny members of the bargaining unit teaching opportunities with AiO. As an independent entity, AiO shall have sole discretion over hiring.

4. Within five working days of the conclusion of student registration each quarter, the employer will provide the union with a list, by department, of all courses scheduled for distance learning. Each course listing shall contain the total number of AiPH students who have enrolled in that quarter.
5. Initially, and then on an annual basis, the curriculum committee will be responsible for reviewing the new or revised courses in the AiO curricula for course compatibility between AiO's and AiPH's curricula. Courses deemed equivalent in nature will be considered equivalent in all respects to traditional classroom courses/instruction. Any courses deemed non-compatible will be removed from the course offering list.
6. The parties agree to jointly review the impact of AiO courses and hybrid students on an annual basis. In no way shall any decision resulting from such review negatively impact AiPH students during their enrollment in AiO courses.

MEMORANDUM OF AGREEMENT – Accreditation Review of Academic Areas

This Memorandum of Agreement asserts that whenever the Art Institute enters into a self-study or accreditation review of academic areas relevant to the faculty, all faculty members will be invited to participate. The Director of Institutional Effectiveness will notify the president of the Faculty Federation of the self-study or other applicable accreditation review. The Federation notification will include a deadline date for the identification of faculty participation. The Director of Institutional Effectiveness will notify the faculty participants of all scheduled meetings and all necessary timetables.

Participating faculty members along with selected members of administration will form an ad-hoc committee, which will be responsible for the preparation and maintenance of self-study documents. Participating faculty members will be provided an opportunity to conduct a timely review of self-study or other applicable accreditation documents before those documents are submitted to the accrediting agency. The report of the visiting committee will be made available to participating faculty members and the president of the federation in a timely manner.

The ad-hoc committee will be fully informed of the accrediting commission's actions after an evaluation and will be kept abreast of all significant developments and issues arising between the accrediting commission and the institution.

LETTER OF INTENT —Middle States Accreditation

It is the intention of both parties to meet prior to submission of the Planning document to the Middle States Association of Colleges and Schools of the Commission on Higher Education to discuss a faculty development plan to be included in the Planning Document before its submission to the Commission. The committee will consist of an equal number of faculty and administration and the chair will rotate between

the parties. The faculty development plan will address the issue of credentialing standards necessary to meet the suggested guidelines in the document published by the Commission entitled Characteristics of Excellence. The committee will conclude its discussions within 90 days of its convening. If the parties cannot agree, it will use the offices of the Federal Mediation and Conciliation Service and a mutually agreed upon accreditation consultant to assist the committee to discuss and agree on a faculty development plan.

Upon acceptance of the Art Institute's Planning Document by the Commission on Higher Education, the committee or another constituted in the same manner as the first will convene to review faculty credentials and the application of the Faculty Development Plan with regard to continuing education, grand fathering, and professional equivalencies. The committee will conclude its discussions within 90 days of its convening. If the parties cannot agree, it will use the offices of the Federal Mediation and Conciliation Service and a mutually agreed upon accreditation consultant to assist the committee to discuss and agree on a faculty development plan.

LETTER OF INTENT — Multi-Quarter Scheduling

In the event the Art Institute implements scheduling over a period longer than a quarter at a time, both parties agree to meet to discuss faculty submission of third week schedule requests projecting their availability for a corresponding time period, and the assignment of courses for the same period. If the parties cannot reach an agreement, scheduling will continue on a quarter-by-quarter basis.

MEMORANDUM OF AGREEMENT - Mid-Quarter Sessions

The parties agree that mid-quarter sessions may be scheduled by the Administration when appropriate. When scheduled, mid-quarter session will be subject to the following procedures:

1. Classes beginning mid-quarter shall be defined as classes that begin in week six of a quarter except for adjustments as needed for a 10-week summer quarter, and shall consist of 44 hours of class time delivered over the remainder of the that quarter.
2. Requests for assignment to a mid-quarter session will be documented on a special faculty request form distributed on Monday of week nine and returned to the Dean of Academic Affairs on Monday of week 10. Only faculty returning the form would be considered for assignment.
 1. Full-time faculty may request an overload or part-time faculty may request an additional course as an assignment at mid-quarter.
 2. Seniority points for such course would be calculated at the beginning of the subsequent quarter.

3. A part-time faculty member whose status changes to temporary full-time would be so considered at mid-quarter at which time appropriate benefits changes would be made.
3. The Curriculum Review Committee will determine classes appropriate for mid-quarter offerings. The committee will review the list of approved classes annually to add or delete classes from this list.
4. The parties agree to jointly review mid-quarter session procedures annually and discuss any changes to the provisions affecting faculty. Any subsequent changes agreed to by the parties shall be in writing and shall be made as an addendum to this Memorandum of Agreement.

MEMORANDUM OF AGREEMENT - Designated Faculty Substitute

The parties agree that a new position, tentatively titled Designated Faculty Substitute (DFS), will be established. Faculty assigned to this position will be primarily responsible for covering classes when the normally assigned faculty member must miss a class to due illness, short term leaves, professional development or other personal reasons. The following provisions shall apply to this position:

1. The DFS shall have the same total workload hours as other full-time instructors, but his/her teaching schedule shall primarily consist of covering the classes of absent faculty members. Contractually required office hours will be used for class preparation, if known, or other assigned duties detailed below. Normally, no grading will be required of the DFS.
2. When the DFS is not substituting the Dean or Assistant Dean will utilize the faculty member to help with tutoring and/or other student-centered activities or faculty development initiatives within the College.
3. DFS positions will be assigned to such departments where the need is justified and the qualifications for class coverage permit.
4. The DFS position will be posted according to existing practice and selection to the position will be based on the breadth of class coverage capability of the applicants. Seniority will apply in cases where the class coverage capability of the applicants is relatively equal.
5. It is anticipated that a DFS will work an established weekly schedule for the entire quarter unless variations are agreed to by the incumbent.
6. Every effort will be made to schedule the DFS as far in advance as possible, however the DFS may be required to cover a class on short notice if his/her substitution schedule permits.

7. Except as modified by this memorandum, the full-time DFS shall be required to perform all of the duties of a regular full-time instructor and will receive all contractual benefits applicable.
8. The administration shall determine the need for the DFS position on a quarter-to-quarter basis.
9. The parties agree to jointly review the DFS position and its corresponding procedures annually and discuss any changes to the provisions outlined above. Any subsequent changes shall be in writing and agreed to by the parties.

MEMORANDUM OF AGREEMENT - Faculty Storage

The parties agree to convene a committee within 120 days of the signing of this contract to discuss the issue of storage of faculty classroom materials and retained student work, including the exploration of options and locations for such storage, and recommend solutions and policies as appropriate.

Should the committee find it necessary it may recommend the hiring of a space-planning consultant.

MEMORANDUM OF AGREEMENT - Benefits

Since the company benefits plan does not coincide with the contract year, and costs for the new plan year beginning in January, 2007 could not be anticipated, the parties agree to meet and negotiate specific benefits issues no later than 60 day prior to January, 2007 or as soon as practical after the Calendar year 2007 plans are determined. The issues to be discussed will be limited to how to provide increased contribution for family coverage by shifting the amount the company contributes for individual coverage and/or by revising the waive credit. The parties agree that should not agreement be reached by the parties on these topics, the current contribution amounts for the various plan levels and waive credit will be continued.

It is specifically agreed that no other issues concerning wages, hours or working conditions will be negotiated during these meetings.

Memorandum of Agreement — Culinary

Both parties agree, as it relates to the below stated Memorandum of Agreement, to extend the time for the culinary task force to meet from no later than 60 days after the contract is ratified (5/23/09) until no later than 135 days (8/6/09) after the contract is ratified.

Management and the Union agree to convene an ad hoc task force to meet, discuss and make recommendations as appropriate regarding culinary related facilities layout and design and safety and sanitation issues. This task force will meet no later than 60 days after the contract is ratified. The task force will be comprised of six (6) individuals: three (3) members from the faculty, to include the Union President, and three (3) members of management, to include the Dean of Academic Affairs.

Should the Employer believe that a recommendation from the task force is counter to the school's interests, the school's executive committee shall meet with selected members of the task force whose recommendation it questions who will answer questions and provide supporting materials. These selected task force members shall consist of one from faculty and one from administration. Should, after this meeting, the Employer still believe the recommendation is counter to the school's interest, the matter in question shall be submitted to the two presidents of the school and the union who will meet to determine

the outcome. Should the two presidents not reach agreement within 120 days, the parties agree to utilize and equally share expenses of the office of the Federal Mediation and Conciliation Services.

By: _____

By: _____

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL 47, AFL-CIO

THE ART INSTITUTE OF PHILADELPHIA

Date: _____

Date: _____