

AGREEMENT

between

UNITED FEDERATION OF TEACHERS
Local 2, American Federation of Teachers, AFL-CIO

and

THE ART INSTITUTE OF NEW YORK CITY

covering

INSTRUCTORS

November 1, 2011– October 31, 2015

THE ART INSTITUTE OF NEW YORK CITY CHAPTER

UNITED FEDERATION OF TEACHERS
Local 2, American Federation of Teachers, AFL-CIO
52 Broadway, New York, NY 10004 (212) 777-7500

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WHEREAS, the parties amended their 2011-2012 collective bargaining agreement and extended its terms to October 31, 2015 in accordance with their Decision Bargaining Agreement ratified August 14, 2012 and their Effects Negotiation Agreement made and entered into on August 29, 2012; and,

WHEREAS, the provisions of the November 1, 2011- October 31, 2012 Agreement as amended and extended by the Decision Bargaining Agreement and the Effects Negotiation Agreement are incorporated into and made a part of this Agreement;

THEREFORE, the terms of the amended and extended Agreement covering the period November 1, 2011 to October 31, 2015 are fully set forth herein.

AGREEMENT between The Art Institute of New York City (formerly The New York Restaurant School), 11 Beach Street, New York, New York 10013 (hereinafter called "Employer", "Management" or "AiNYC") and United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO (hereinafter called "Union").

Article 1
Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all full-time and part-time instructors employed by the Art Institute of New York City at its facilities located in New York City; excluding all other employees including Academic Department Directors, guards, and supervisors as defined in the Act. Employees in the bargaining unit are referred to in this Agreement as "Employees" or "Faculty Members" or "Instructors".

Article 2
Non-Discrimination

Neither the Employer nor the Union will discriminate against any Employee with respect to terms and conditions of employment because of race, creed, color, sex, age, religion, marital status, national origin, political affiliation, sexual preference or on account of any other reason prohibited by law.

Article 3
Duration

This Agreement shall be effective from November 1, 2011 and shall be in force and effect until midnight, October 31, 2015.

Negotiations for a successor agreement shall commence no earlier than ninety (90) days before October 31, 2015 upon request in writing by either party to the other.

Article 4
Probationary Period

The probationary period for newly hired Employees shall be twenty-four (24) weeks from date of hire, exclusive of summer and winter vacation periods, during which both the Employee and the Employer shall determine the professional quality and success of the association. During the

probationary period the Employer may discharge or discipline a probationer and such discharge or discipline shall not be subject to grievance, but the probationer is otherwise covered by the provisions of this Agreement. An Employee who does not complete the probationary period shall lose his or her accrued seniority.

Article 5 Seniority

The seniority of Employees covered by this Agreement is determined by their length of cumulative service as a Faculty Member at the Art Institute of New York City from their initial date of hire, including up to one (1) year of disability leave, but excluding other unpaid leaves exceeding twelve (12) weeks or interruptions in service. Full-time Employees accrue a year of seniority for each twelve (12) months of service. Part-time Instructors accrue seniority annually based on the proportion of their assigned hours compared to the hours of a full-time Employee. However, in no case may an Employee accrue more than one (1) year of seniority during twelve (12) months.

Seniority as defined above shall apply for all contractual purposes in which seniority is a factor except that effective November 1, 2002 Instructors who voluntarily resign from the bargaining unit and subsequently return to it after more than twelve months' absence shall have their previously accrued seniority for purposes of applying Articles 21 (*Scheduling*) and 22 (*Assignments and Transfers*) reduced to one (1) day upon their return to the bargaining unit. Thereafter they shall accrue seniority (including seniority applicable to Articles 21 and 22) as set forth above. For such Instructors, the official seniority list shall show both their unaffected seniority and their reduced seniority for purposes of applying Articles 21 and 22.

The official seniority list shall be updated every six months. Copies of these lists will be provided to the Union and posted in the Faculty work area. An individual's seniority shall be as set forth on the official seniority list unless challenged within the grievance procedure's time limits.

Article 6 Union Security

1. It shall be a condition of employment that every Employee who is a member of the Union in good standing as of the date of execution of this Agreement shall remain a member in good standing.
2. Those Employees who are not members on the date of execution of this Agreement shall become and remain members in good standing of the Union no later than thirty (30) days following the date of execution of this Agreement.
3. After the date of execution of this Agreement every newly hired Employee will become a member of the Union within thirty (30) days after the date of employment and thereafter will remain a member in good standing.
4. Whenever the Union charges that any Employee who is required by the provisions of this Article to become or remain a member of the Union in good standing has failed to do so, and

requests the discharge of such Employee, the Employer shall be so informed by the Union by certified or registered mail. The Employer shall have fourteen days following the receipt of such notice to take action on the requested discharge. If during the fourteen-day period the Employee shall pay his or her delinquent dues, the Employer shall not be required to discharge such Employee.

5. "Good Standing" for the purpose of this Agreement shall mean the payment or tender of periodic dues, uniformly required as a condition of membership, to the Union.

6. The Union agrees that it will hold the Employer harmless and indemnify the Employer from any claims, actions, or proceedings related in any way to such termination.

7. The Employer shall notify the Union of each newly hired Faculty Member within five days of hire.

8. The Employer shall provide a bulletin board in each building where classes are conducted for the posting of official Union business and communications.

9. The Union may utilize the Employer's internal mailboxes to disseminate official Union business information and correspondence to Faculty.

10. Separate and secure mailboxes will be provided and will be used for any official notifications between the parties.

11. The Union may request the use of available space for Faculty meetings on a periodic basis, but normally not more than once per quarter. The request should be made to the Dean (or the President in his or her absence) and should detail the preferred date and time. Permission will be granted only if such space is readily available and will not interfere with normal school operations. Permission to use such meeting space will not be unreasonably withheld.

12. A Union representative who wishes to visit the School in the conduct of official Union business shall seek the permission of the Dean (or the President in his or her absence) by stating the purpose and requested date and time for the visit. It is understood that all such visits shall not disrupt normal school operations. Permission for such visits will not be unreasonably withheld.

Article 7

Payroll Deduction of Union Dues

1. An Employee who desires to become a member of the Union may execute a written authorization in the form annexed hereto as Exhibit A. Upon receipt of such authorization from an Employee the Employer will, pursuant to such authorization, deduct from the wages due the Employee in each pay period the regular dues fixed by the Union. However, the first deduction shall not be required to be made earlier than the first pay period following completion of the Employee's first thirty (30) days of employment but will include the first thirty (30) days of employment if authorized by the Employee.

2. The Employer shall be relieved from making such “check-off” deductions upon: (a) termination of employment, (b) transfer to a title outside the bargaining unit, (c) layoff from work, (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the above-mentioned absences, the Employer will immediately resume the obligation of making such deductions, except that deductions for terminated Employees shall require a new dues authorization form. The Employer shall not be obligated to make dues deductions of any kind from any Employee who, during any dues period involved, shall have failed to receive sufficient salary to equal the dues deduction.

3. By the twentieth (20th) of each month, the Employer shall remit to the Union all deductions for dues made from the salary of Employees for the preceding month, together with a list of all Employees and the amount of dues deducted from each Employee’s earnings. The Employer shall also identify any Employee or former Employee for whom dues are not deducted and transmitted as provided herein, and the reason for failure to deduct and transmit.

4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Article 8

Special Instructional Positions

A. Temporary Full-Time Instructor

AiNYC will establish, on an academic quarter-by-quarter basis when the schedule permits, a temporary full time position if a full-time workload is available in the Graphic Design, Web Design, Interactive Media, Fashion, Interior Design, Digital Filmmaking or in a Liberal Arts and Science department subject area. Such position shall be posted and filled in accordance with Article 22, *Assignments and Transfers*, except that a temporary full-time position will only be posted for one week. A temporary full-time Instructor shall be required to perform all of the duties of a full-time Instructor and will receive all contractual benefits and conditions applicable to full-time Instructors for the academic quarter(s) that the full-time load is taught, but shall be considered a part-time Employee for purposes of subsequent academic quarter scheduling.

If a temporary full-time position is posted for 4 of the prior 6 quarters then such position will become a regular full-time position and shall be posted and filled in accordance with Article 22, *Assignments and Transfers*, for all part timers on the payroll as of October 31, 2008. There shall be no temporary full time instructor positions for any part timer hired November 1, 2008 or after.

B. On-Call Instructor

Instructors may volunteer to be on-call for a brief period of time prior to the start of a class in the event that they are needed to cover a class in an emergency. Instructors will be paid at one hundred twenty percent of the current contact-hour rate for classes taught through the on-call system.

C. Job-Sharing

Full-time Faculty Members with a minimum of five (5) years of AiNYC seniority assigned to the same department who agree to share one FT position that both are qualified to teach shall each be assigned a workload equal to 50% of the base workload of the full-time position. The salary and benefits of the Job Sharers are pro-rated at 50% of the contractual full-time amount, as more fully set forth below, and each accrues seniority at the rate of one-half year for each full year of job sharing. Job Sharers will not be eligible for scheduled overtime, but are eligible for any unscheduled overtime that may be available.

1. The Job Sharing agreement continues indefinitely until either of the Faculty Members is no longer employed at the school. In such cases the agreement is terminated at the end of the current teaching quarter.
2. If the Job Sharing agreement is terminated the remaining Faculty Member can seek to enter into a Job Sharing agreement with another Faculty Member or revert to his or her former full-time status
3. For purposes of benefit eligibility where seniority is a factor (e.g., vacation time) each Faculty Member who participates in the Job Sharing shall exercise his or her seniority separately to receive a pro-rata benefit equal to 50% of the full-time seniority-based benefit, unless the benefit is excluded pursuant to paragraph 5 below. Vacation earned must be taken during the scheduled Summer and Winter breaks by each job sharer
4. For purposes of benefit eligibility where seniority is not a factor (e.g. tuition reimbursement) each Faculty Member who participates in the Job Sharing shall receive a benefit equal to 50% of the full-time benefit unless the benefit is specifically excluded pursuant to paragraph 5 below.
5. For purposes of benefit eligibility for Job Sharing participants, the following full-time contractual benefits are unavailable on a pro-rata basis. However, job sharers may access these benefits to the extent, if any, and subject to the conditions, that they are available to part-time Faculty Members:
 - a. Medical, dental, vision insurance
 - b. Short term disability
 - c. Life and AD&D insurance
 - d. Sabbatical Leave

D. Faculty Development Coordinator

The school will establish a position of Faculty Development Coordinator. This position will be responsible for the on-going programmatic coordination of all in-house pedagogical activities related to Faculty Development and shall report to the Dean of Academic Affairs or his/her designee.

1. The responsibilities of the coordinator will include:
 - a. Surveying Faculty and Department director needs and evaluating trends in Higher Education, to develop an annual Faculty Development plan, per accreditation standards
 - b. Providing quarterly workshops or coordinate workshops delivered by other Faculty
 - c. Participate in Art Institute Faculty development conference calls and other activities

- d. Deliver quarterly new Faculty orientation program in conjunction with Dean or their designee.
 - e. Coordinate and administer the IDEA faculty/course evaluation quarterly; advise, counsel, and mentor Faculty as indicated by IDEA survey results, and as per Faculty and supervisor request.
 - f. Become trained and then teach at least one quarter of The Art of Teaching at Ai online Faculty development course.
 - g. Research, provide, and evaluate Faculty development and professional development opportunities outside AiNYC.
 - h. Organize and plan 12th week Faculty development opportunities, including overseeing the planning and implementation of the quarterly all-Faculty meeting
 - i. Serve as a role model for professional behavior.
 - j. Provide opportunities for Faculty to increase their professionalism in the classroom
 - k. Support the administrative duties associated with Faculty Development.
2. The Faculty Development Coordinator will receive a three course reduction in his or her teaching load.

Article 9

Certification and Licensure

1. The Employer will provide a listing of classes for which existing Instructors are qualified to teach in accordance with the certification, degree or licensure requirements in effect as of November 1, 2011 and thereafter. Such listing will be updated periodically as new Faculty are hired, as new classes are added, or the certification, degree or licensure requirements change. An Instructor disputing his/her qualifications to teach a particular course may appeal to a mutually agreed upon educational consultant who shall render a binding written decision. However, the parties will be bound by any subsequent decision by the accrediting or licensing bodies to the contrary. The cost of the consultant shall be divided equally by the parties.
2. The Employer will assure that Instructors hired after November 1, 2011 meet the applicable certification, degree or licensure requirements then in effect before they are employed.
3. The Employer shall notify Instructors of any change it requires them to meet in certification, degree or licensure requirements, and shall assist Instructors in complying with such changes.
4. The Employer will reimburse Instructors for any fees and expenses paid by them to acquire or maintain the certification, degree or licensure that is required by AiNYC during their employment at AiNYC. The Employer will attempt to accommodate the scheduling needs of the Instructor undertaking such educational efforts. Such accommodation shall not include paid time off unless the Employer's requirement cannot be met otherwise.

Article 10
Faculty Ranks and Qualifications

The Ranks and Qualifications of full-time Faculty Members at The Art Institute of New York City shall be as set forth in this Article.

A. Instructor

- Bachelor's degree
- Five years of professional experience appropriate to the area of teaching.
- Successfully demonstrate teaching skills to the AiNYC Screening Committee. (For new hires)
- Completes the Instructor Orientation course. (For new hires)
- Demonstrates evidence of professional work by submitting a portfolio to the AiNYC Screening Committee. (For new hires in Art and Design)

B. Senior Instructor

- Bachelor's degree
- Five years of professional experience appropriate to the area of teaching.
- Effective November 1, 2011 four years of AiNYC or equivalent teaching experience and completion of the Instructor Orientation course.
- Fifteen credits earned toward a Master's degree.
- Successfully demonstrates teaching skills to the AiNYC Screening Committee. (For new hires)
- Completes the Instructor Orientation course. (For new hires)
- Demonstrates evidence of professional work by submitting a portfolio to the AiNYC Screening Committee. (For new hires in Art and Design)

C. Lead Instructor

- Master's degree.
- Five years of professional experience appropriate to the area of teaching.
- Effective November 1, 2011 five years of AiNYC or equivalent teaching experience and completion of the Instructor Orientation course.
- Successfully demonstrates teaching skills to the AiNYC Screening Committee. (For new hires)
- Completes the New Instructor Orientation course. (For new hires)
- Demonstrates evidence of professional work by submitting a portfolio to the AiNYC Screening Committee. (For new hires in Art and Design)
- Effective October 15, 2012 submits a teaching portfolio. This portfolio will encourage reflective practice and improvement. It will include a statement of teaching philosophy (one paragraph), one syllabus with lesson plans, evidence of student learning, a list of workshops or other professional development undertaken to improve their teaching, a list of current professional work that is appropriate to the area of teaching, if appropriate, a list of committees, task forces, or on-campus activities (open houses, orientation, etc) in which a faculty participated, a teaching statement that describes how their professional development has positively impacted their teaching.

D. Senior Lead Instructor

- Master's degree plus thirty post-Master's credits or a terminal degree.
- Five years of professional experience appropriate to the area of teaching.
- Effective November 1, 2011 seven years of AiNYC or equivalent teaching experience; and completion of the Instructor Orientation course.
- Successfully demonstrates teaching skills to the AiNYC Screening Committee. (For new hires)
- Completes the New Instructor Orientation course. (For new hires)
- Demonstrates evidence of professional work by submitting a portfolio to the AiNYC Screening Committee. (For new hires in Art and Design)
- Effective October 15, 2012 submits a teaching portfolio. This portfolio will encourage reflective practice and improvement. It will include a statement of teaching philosophy (one paragraph), one syllabus with lesson plans, evidence of student learning, a list of workshops or other professional development undertaken to improve their teaching, a list of current professional work that is appropriate to the area of teaching, if appropriate, a list of committees, task forces, or on-campus activities (open houses, orientation, etc) in which a faculty participated, a teaching statement that describes how their professional development has positively impacted their teaching.

E. Degree-Equivalent Qualifications

1. Any Faculty Member currently in a rank based upon degree equivalents will stay in that rank, but no Faculty Member will increase in rank based upon degree equivalents. All Faculty Members must continue to meet the requirements of Article 22, Section 3.
2. Any Faculty Member currently in a rank shall stay in that rank but no Faculty Member shall increase rank unless they meet the contractual specifications for the higher rank.

**Article 11
Salaries**

A. Salary Schedule Placement

1. Full-time Faculty Members who were hired and became full time prior to November 1, 2008 shall be placed on the applicable Salary Schedule at the Rank and Step determined in accordance with the provisions of this Agreement, as set forth below:

Salary Schedules Effective November 1, 2011

Fulltime Faculty Members Teaching Five Classes

Years of Service	Instructor	Senior Instructor	Lead Instructor	Senior Lead Instructor
Less than 1	\$48,472	-----	-----	-----
1	\$50,411	-----	-----	-----
2	\$51,923	-----	-----	-----
3	\$53,481	-----	-----	-----
4	\$55,086	\$59,492	-----	-----
5	\$56,738	\$61,277	\$67,404	-----
6	\$58,440	\$63,116	\$69,427	-----
7	\$60,193	\$65,008	\$71,509	\$79,376
8	\$62,000	\$66,959	\$73,655	\$81,758
9	\$63,859	\$68,968	\$75,865	\$84,210
10	\$65,775	\$71,037	\$78,140	\$86,736
11	\$67,748	\$73,168	\$80,485	\$89,338
12	\$69,110	\$75,363	\$82,899	\$92,018
13	\$69,110	\$77,624	\$85,386	\$94,778
14	\$69,110	\$79,953	\$87,948	\$97,622
15	\$69,110	\$82,351	\$90,586	\$100,550
16	\$69,110	\$84,006	\$92,407	\$102,572

Fulltime Faculty Members Teaching Four Classes

Years of Service	Instructor	Senior Instructor	Lead Instructor	Senior Lead Instructor
Less than 1	\$38,778	-----	-----	-----
1	\$40,329	-----	-----	-----
2	\$41,538	-----	-----	-----
3	\$42,785	-----	-----	-----
4	\$44,069	\$47,594	-----	-----
5	\$45,391	\$49,021	\$53,924	-----
6	\$46,752	\$50,492	\$55,542	-----
7	\$48,154	\$52,007	\$57,207	\$63,501
8	\$49,600	\$53,567	\$58,924	\$65,406
9	\$51,087	\$55,174	\$60,692	\$67,368
10	\$52,620	\$56,830	\$62,512	\$69,389
11	\$54,198	\$58,535	\$64,388	\$71,470
12	\$55,288	\$60,290	\$66,320	\$73,615
13	\$55,288	\$62,099	\$68,309	\$75,823
14	\$55,288	\$63,962	\$70,358	\$78,097
15	\$55,288	\$65,881	\$72,469	\$80,440
16	\$55,288	\$67,205	\$73,926	\$82,058

Effective August 14, 2012 the Salary Grid is reduced by seventeen (17) percent on all steps and ranks, as set forth below, and the salary of each incumbent Faculty Member hired prior to November 1, 2008 is frozen for the remaining life of the contract. Such incumbent Faculty Members shall not receive a pay increase based on their years of service or rank advancement for the duration of this Agreement.

Effective August 14, 2012

Fulltime Faculty Members Teaching Five Classes

Years of Service on August 14, 2012	Instructor	Senior Instructor	Lead Instructor	Senior Lead Instructor
Less than 1	\$40,232	-----	-----	-----
1	\$41,841	-----	-----	-----
2	\$43,096	-----	-----	-----
3	\$44,389	-----	-----	-----
4	\$45,721	\$49,378	-----	-----
5	\$47,093	\$50,860	\$55,946	-----
6	\$48,505	\$52,386	\$57,625	-----
7	\$49,960	\$53,957	\$59,353	\$65,882
8	\$51,460	\$55,576	\$61,134	\$67,859
9	\$53,003	\$57,243	\$62,968	\$69,894
10	\$54,593	\$58,961	\$64,857	\$71,991
11	\$56,231	\$60,730	\$66,802	\$74,151
12	\$57,361	\$62,551	\$68,807	\$76,375
13	\$57,361	\$64,428	\$70,870	\$78,666
14	\$57,361	\$66,361	\$72,997	\$81,026
15	\$57,361	\$68,352	\$75,186	\$83,457
16	\$57,361	\$69,725	\$76,698	\$85,135

Fulltime Faculty Members Teaching Four Classes

Years of Service on August 14, 2012	Instructor	Senior Instructor	Lead Instructor	Senior Lead Instructor
Less than 1	\$32,185	-----	-----	-----
1	\$33,473	-----	-----	-----
2	\$34,477	-----	-----	-----
3	\$35,511	-----	-----	-----
4	\$36,577	\$39,503	-----	-----
5	\$37,674	\$40,688	\$44,757	-----
6	\$38,804	\$41,909	\$46,100	-----
7	\$39,968	\$43,166	\$47,482	\$52,706
8	\$41,168	\$44,461	\$48,907	\$54,287
9	\$42,402	\$45,794	\$50,374	\$55,915
10	\$43,674	\$47,169	\$51,885	\$57,593
11	\$44,984	\$48,587	\$53,442	\$59,320
12	\$45,889	\$50,041	\$55,045	\$61,100
13	\$45,889	\$51,542	\$56,696	\$62,933
14	\$45,889	\$53,089	\$58,397	\$64,821
15	\$45,889	\$54,681	\$60,149	\$66,765
16	\$45,889	\$55,780	\$61,358	\$68,108

2. Full Time Faculty Members who are hired or become full time on or after November 1, 2011 will be placed at the appropriate Rank (determined as set forth in Article 10, Faculty Ranks and Qualifications) and will be paid at the following rates:

Instructor	Senior Instructor	Lead Instructor	Senior Lead Instructor
\$48,472	\$55,487	\$60,981	\$67,567

Such Faculty Members shall receive a contractual increase of one thousand dollars on December 1, 2011. Article 12(1) shall apply to these Employees.

B. Salary Placement

1. Faculty Members who were hired and became full time prior to November 1, 2011 will be placed at the appropriate Rank (determined as set forth in Article 10, Faculty Ranks and Qualifications) and Step of the applicable Salary Schedule in accordance with the following:

they shall be placed one additional Step above the minimum for each year of AiNYC and/or equivalent teaching experience.

2. For purposes of Step and Rank placement “equivalent” teaching experience consists of teaching at degree-granting, accredited post-secondary institutions and/or teaching a post-secondary curriculum comparable to that offered at AiNYC in other settings. Such equivalent teaching experience, if not concurrent with AiNYC employment, shall be credited for Step placement purposes on a year per Step basis; and for Rank placement on a year for year basis. Equivalent teaching experience of less than one year but at least five months shall be pro-rated.

3. Full-time Faculty Members teaching five classes who are on the maximum Salary Step of their Rank (i.e. Step 16) shall receive the following lump sum payments for each quarter teaching 5 classes. Effective August 14, 2012 the lump sum payments for such Faculty Members at Step 16 are discontinued.

Effective Date of Cash Payment	Instructor	Senior Instructor	Lead Instructor	Sr. Lead Instructor
Second Pay Period of Winter 2012, Spring 2012, Summer 2012	\$691.25	\$840.00	\$924.00	\$1025.75

Full-time Faculty Members teaching Four classes who are on the maximum Salary Step of their Rank (i.e. Step 16) shall receive the following lump sum payments for each quarter teaching 4 classes. Effective August 14, 2012 the lump sum payments for such Faculty Members at Step 16 are discontinued.

Effective Date of Cash Payment	Instructor	Senior Instructor	Lead Instructor	Sr. Lead Instructor
Second Pay Period of Winter 2012, Spring 2012, Summer 2012	\$553.00	\$672.25	\$739.25	\$820.50

C. Advancement on Salary Steps

Faculty Members who were hired and became full time prior to November 1, 2011 will advance to the next Step of the applicable Salary Schedule on their anniversary dates until they have reached the maximum salary of their Rank, or until August 14, 2012, whichever occurs first.

D. Salary Placement upon Promotion or Change of Status

1. Upon promotion to a higher Rank, the Faculty Member will be placed at the Step within the higher Rank that is in accordance with the applicable provisions of this Agreement.

2. A Faculty Member whose status changes from part-time to full-time shall be placed at the appropriate Rank and Step determined in accordance with the applicable provisions of this

Agreement. Seniority earned while in part-time status shall be credited for purposes of determining AiNYC teaching experience.

3. A Faculty Member whose employment status changes from part-time to full-time will be scheduled, at a mutually agreed time prior to the change in status, to meet with the Human Resources Director and the Chapter Leader to establish the applicable salary.

E. Shift Differential

The regular salary of Faculty Members shall be increased by ten (10) percent when they are scheduled to work a night shift schedule that ends at midnight or later.

F. Regular Hourly Rate: Definition

The regular hourly rate of full-time Instructors is their annual salary, including shift differential, divided by twelve hundred (1200) hours per year.

G. Pay for Additional Work: Full-time Faculty

1. Additional work beyond the contractual full-time workload defined in Article 12, *Workload*, and in *Appendix 1*, shall be on a paid and voluntary basis.

2. Payment for such additional work during the term of this Agreement shall be at the following hourly rate: Effective November 1, 2011, \$58.20 (\$48.31 effective August 14, 2012) for the duties outlined in section I of this Article 11 below.

3. An Instructor may elect to receive compensatory time off on an hour for hour basis in lieu of the applicable payment hereunder. Such compensatory time off shall be taken at mutually agreed upon times but must be taken by June 30th or it will be automatically redeemed on June 30th at the then current contact hour rate. Upon his/her request an Instructor whose accrued compensatory time is redeemed automatically as set forth in the preceding sentence shall be granted unpaid leave at a mutually agreed time(s) during the following fiscal year equal to the number of hours of compensatory time redeemed.

4. Faculty Members who wish to be considered for assignment to additional work beyond their contractual full-time workload shall so advise the Dean of Academic Affairs and the AiNYC Chapter Leader, and they shall be accorded priority for such assignments up to one additional class beyond their contractual full-time workload, based on seniority, before part-time Instructors. However, no full-time Instructor shall be required to work beyond the contractual workload involuntarily. Available additional workload assignments beyond the contractual full-time workload will be distributed to qualified applicants one course at a time on a rotational basis in seniority order up to one additional class beyond their contractual full-time workload.

5. Additional classes taught above the five class base workload shall be paid in accordance with this Article 11(G).

H. Part-time Faculty Compensation

1. Part-time Faculty Members shall be paid for contact hours and class coverage at the following hourly rate during the term of this Agreement (teaching rate):

Effective November 1, 2011\$58.20.
Effective August 14, 2012\$48.31.

2. Part-time Faculty Members shall be paid for office hours, attending department or institutional meetings (with prior approval from the dean or department chair) and any other work approved by the Dean of Academic Affairs at the following hourly rate during the term of this Agreement (non-teaching rate):

Effective November 1, 2011\$44.00.
Effective August 14, 2012\$36.52.

3. These rates apply to all actual hours worked, including contact hours, office hours, time spent in faculty /departmental meetings, staff development and all other working time.

I. Additional Faculty Compensation

Regular salary payments for full-time faculty include payments for all full-time faculty responsibilities as outlined in Appendix 1. Additional compensation at the applicable rate will only be paid for curriculum development as defined in Appendix 1, class coverage, delivery of the content of the 12th week faculty development workshops, admissions marketing events, cross training and mentoring assigned by the Dean of Academic Affairs and accepted by the Faculty member, additional contact hours and any other work approved by the Dean of Academic Affairs.

**Article 12
Workload**

1. Full-time Faculty Members shall have a weekly teaching schedule of five 4-hour classes or four 4-hour classes. In the event the School decides to offer classes of less than four hours, the School shall meet with the Union and discuss how this will affect the workload of Faculty Members. If the proposed change increases the workload of any Faculty Member, the parties shall negotiate with respect to the impact of the change. For purposes of this provision, a clock (contact) hour is defined as including fifty minutes of supervised or directed instructional time and ten minutes of appropriate break time. Instructors are expected to exercise their professional judgment in scheduling breaks during a particular class that are educationally appropriate in length and frequency for students and Faculty, using the ratio of instructional time to break time described in the preceding sentence as a guideline.

2. Part-time Faculty Members shall not be assigned the workload or teaching schedule of a full-time Faculty Member during any quarter, unless the Union grants express written permission otherwise. Any such permission shall be limited to the specific instance for which granted and shall be non-precedent-setting. It is understood that this provision does not prevent the establishment of a Temporary Full-time Instructor position described in Article 8.

3. Full-time Faculty shall post one office hour per week for each class taught, up to a maximum of five (5) office hours per week. All part-time Faculty Members shall post office hours on the basis of one and one-half hours per week per course taught.

4. Up to two Faculty meetings a month at which attendance is required totaling no more than three hours in combined length may be scheduled. Such meetings may be held for the entire Faculty or by individual department and will be scheduled immediately after or preceding regular shifts and each meeting will be held on two different days during the week. One of the meetings each quarter will be for the purpose of scheduling Faculty for the following two quarters and will be exempt from the three-hour time limit imposed on the Employer above. Faculty will be given ten days notice of such meetings, whenever possible. If outside obligations of an Instructor create a conflict such that the individual cannot attend the required meeting, then on a case by case basis the Instructor will be excused and will be permitted to fulfill the obligation as mutually agreed.

5. During the twelfth week of the quarter Faculty Members shall participate in activities such as posting grades, articulation with other Faculty Members, attending graduation (if held), attending Faculty meetings, committee meetings, undertaking professional development and preparing for the next quarter.

During the twelfth week of the quarter Faculty Members shall have a workweek not to exceed twenty or sixteen hours (depending upon the number of courses taught) hours, scheduled in accordance with the Agenda set forth in Appendix 6.

Part-time Faculty Members who attend during the twelfth week shall be paid at the applicable contractual rate.

If a meeting or event is scheduled during the twelfth week at which attendance is required and outside obligations of an Instructor create a conflict such that the individual cannot attend, then on a case by case basis the Instructor will be excused and will be permitted to fulfill the work obligation as mutually agreed.

If a holiday or a non-instructional day occurs within the twelfth week it shall be counted toward fulfillment of the Instructor's hours of attendance.

6. It is a Management responsibility to assure that class size, remediation, equipment, supplies and facilities are such that the educational objectives of the class can be achieved. In the event that Management does not provide appropriate class size, remediation, equipment, supplies or facilities, then the Faculty Member shall promptly notify the Academic Department Director, or other appropriate Management representative, who will provide appropriate relief.

7. Non-Faculty administrative personnel shall be responsible for all externship and other student job placements.

8. The Chapter Leader of the AiNYC Chapter shall be scheduled for one less class per week than is set forth above.

9. Except as set forth in this Article, any additional work by Faculty Members shall be on a paid and voluntary basis, in accordance with Article 11, *Salaries*.

10. Faculty may meet their professional responsibilities, as outlined in the *Memorandum of Agreement* between the parties, appended hereto at Appendix I, either on-campus or off-campus.

11. Full time Faculty Members may choose a “five class” or a “four class” work load. Those choosing four classes shall be paid 80% of the salary of the five class instructors. (See Salary Schedules in Article 11). If there are more “five class” workload positions available than there are Faculty Members choosing a fifth class, the positions will be assigned in reverse seniority order up to a maximum of 50% of the full time positions, except that the portion of positions with five classes may exceed 50% if all “five class” workload positions are filled by Faculty Members voluntarily.

12. AiNYC agrees to reopen the Fall 2012 and Winter 2013 schedules to Faculty who selected 4 classes to allow them to request 5 classes.

Article 13 **Benefits Plans**

The Employer agrees to provide the following group insurance and other benefits to Faculty Members. The effective date of coverage is the first (1st) of the month following thirty (30) days of service.

A. Full-time Faculty

Full-time Faculty Members are eligible to participate in the Employer’s Signature Benefits program, as modified by this Agreement. Specific benefits for full-time Instructors shall include:

- Medical insurance
- Dental insurance
- Vision Care insurance
- Flexible Spending Accounts for medical and dependent care
- Short Term Disability
- Life and AD&D insurance
- Tuition Benefits (Free or reduced tuition at EDMC schools)
- Employee Stock Purchase Plan
- Education Management Corporation Retirement Plan
- EDMC/AiNYC Adoption Expense Reimbursement Policy

Any full time Faculty Member who is permanently laid off as a result of the “Closing Programs” shall retain the tuition voucher benefit for themselves and immediate family members through graduation to complete a previously approved course of study at an EDMC school in which they are currently enrolled under the Tuition Voucher Program, provided they continue matriculation in that course of study. Those who participate in this Tuition Voucher Program, may be subject to additional tax liability pursuant to IRS and state regulations. Any other conditions outlined in the Policy itself must be met.

Full time laid off Faculty Members will be provided with one month of outplacement services through Right Associates at the expense of AiNYC.

A Summary Plan Description of the current benefits provided under this plan will be set forth in a booklet and made available to the Union and the Faculty by the Employer. The Employer will pay 75% of the premium costs for health benefits (Medical, Dental, Vision). Full-time Faculty Members who waive medical coverage will receive 50% of the highest single coverage premium returned to them as taxable income.

B. Part-time Faculty

Part-time Faculty Members shall receive the following benefits, as modified by this Agreement:

- Ability to purchase medical coverage, dental insurance and vision insurance on a pre-tax basis
- \$15,000 of Employer-paid life insurance
- Flexible Spending Accounts for medical and dependent care
- Tuition Benefits (Free or reduced tuition at EDMC schools)
- Employee Stock Purchase Plan (if plan eligibility requirements are met)
- Education Management Corporation Retirement Plan (if plan eligibility requirements are met)
- EDMC/AiNYC Adoption Expense Reimbursement Policy

The Employer will pay 25% of the premium costs for medical insurance benefits elected by part-time Faculty Members.

C. Modification of Benefits

1. The maximum for a health care flexible spending account is \$2,500 annually.
2. The maximum for a dependent care flexible spending account is the statutory maximum allowed by law. The current maximum is \$5,000 annually.
3. Faculty Members may participate in the Education Management Corporation Qualified Transportation Reimbursement Plan for a Parking Expense Account and/or a Mass Transportation/Commuting Expense Account. The maximum monthly pre-tax contribution for the Parking Expense Account is \$220.00, and the maximum monthly Mass Transportation/Commuting Expense Account contribution is \$115.00. These pre-tax limits are subject to change if prescribed by changes in governmental regulations.
4. Wherever a benefit provided pursuant to this Article is applicable to an Instructor's spouse, husband or wife it shall also be applicable to an Instructor's domestic partner, unless specifically prohibited by the terms of an insurance policy. To access such domestic partner benefits the Faculty Member will be required to execute an Affidavit of Domestic Partnership on a form provided by the Employer, which is set forth in Appendix 2.
5. The Employer shall promptly inform the Union Chapter Leader of any changes in EDMC Signature Benefits, whether they occur through amendment, interpretation or otherwise, and shall meet with the Union as soon as possible to discuss the effects of the changes. Written documentation of such changes will be provided to the Union prior to these discussions.

D. NYSUT Benefits

AiNYC shall permit the Faculty to authorize payroll deductions to voluntarily purchase benefits administered by the New York State United Teachers (NYSUT).

Article 14

Vacation Periods and Scheduling

Full-time Faculty Members are eligible to receive paid time off which includes vacation, time off during the twelfth week(s), designated holidays, and designated non-instructional days during each contract year in accordance with their years of service (seniority) at the Art Institute of New York City as follows:

1. Each contract year all full-time Faculty Members shall have two paid weeks off between the fall and winter academic quarters and two paid weeks off between the spring and summer academic quarters, as set forth in Appendix 3.
2. Each contract year, full-time Faculty Members with at least three (3) years of seniority are entitled to an additional week off to be taken during twelfth weeks, in addition to their vacation time taken as provided in paragraph 1 above.
3. Each contract year, full-time Faculty Members with at least ten (10) years of seniority are entitled to an additional two weeks off to be taken during twelfth weeks, in addition to their vacation time taken as provided in paragraph 1 above.
4. Each contract year, Full-time faculty members with at least 15 years of seniority are entitled to an additional three weeks off to be taken during twelfth weeks, in addition to their vacation time taken as provided in paragraph 1 above.
5. Faculty eligible for twelfth weeks off pursuant to paragraphs 2, 3 or 4 are still required to post grades in a timely manner and otherwise prepare for the next quarter.
6. The AiNYC academic calendar is set forth in Appendix 3. A mandatory “All Faculty Meeting” shall be scheduled for the Saturday before the eleventh week of any one quarter in each academic year and the date included on the calendar set forth in Appendix 3.
7. The AiNYC academic calendar is set forth in Appendix 3. If the AiNYC academic calendar requires amendment for any reason during the term of the contract, AiNYC will notify the Union immediately and meet with the Union as soon as possible to discuss the change and the effects of the change. Any Faculty Member who relied on the calendar to schedule his/her vacation shall be held harmless from the effects of the change, whether financial or otherwise, and will be dealt with on a case-by-case basis.

Article 15
Holidays and Non-Instructional Days

A. Holidays

The Employer observes the following nine (9) paid holidays each calendar year on which classes are not held and all offices are closed:

*New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Memorial Day	*Christmas Day
*Independence Day	

In the event that any holiday falls on a Saturday, the holiday will be celebrated on the Friday before. If any holiday falls on a Sunday, the holiday will be celebrated on the following Monday.

The Employer agrees that all full-time Instructors will receive nine paid holidays off per year. In instances where the academic calendar does not permit all Faculty Members to observe the holiday on the same day (e.g., weekend Instructors) the Employer agrees to schedule a compensatory day off by mutual agreement between the Faculty Member and Management.

A part-time Faculty Member will receive holiday pay at his/her regular rate if the holiday falls on a regularly scheduled workday during his/her scheduled academic quarter.

B. Non-Instructional Days

There are certain days/weekends of the year, which are designated non-instructional days/weekends. Without limitation, the following are examples of such non-instructional days/weekends:

*New Year's Eve	Jewish New Year
Good Friday	Yom Kippur
Easter	*Christmas Eve
Passover	

On non-instructional days/weekends when classes are not offered, and/or on days/weekends when classes are cancelled due to weather or other emergency, Faculty attendance will not be required and no charge against pay or time banks will be made.

Article 16
Professional Development

A. Faculty Development

Following notification of their qualifications and credentials pursuant to Article 9, all Faculty Members should involve themselves as fully as possible in self-renewing creative and scholarly activities. The responsibility for creating such activities lies with the institution as well as the Faculty Members themselves. Such development activities include but are not limited to service

* Those holidays and non-instructional days marked by an asterisk will be celebrated during the winter and summer breaks as identified in Article 14.

to the institution, such as participation on faculty committees, competitions, etc., community service, creative endeavors, professional memberships, further education, publications and scholarship. As required by the School's accrediting and licensing agencies, each Faculty Member will create and participate in the completion of a Faculty development plan, developed on a form approved by the accrediting agency, and the plan's execution. This plan will be renewed and updated annually and will set out and document training and professional growth activities designed to enhance Faculty expertise. Faculty members shall submit their Faculty Development plans to the Dean by the end of the fifth week of the winter quarter for the subsequent fiscal year (July through June). Faculty members shall include in the Faculty Development plan an estimate of the cost of the professional development activities that require reimbursements.

AiNYC agrees to allow Faculty Members from August 15 to August 31, 2012 to reopen Faculty development plans to give Faculty an opportunity to change the plans and reallocate the monies so long as the total dollar amount remains unchanged.

B. Professional Development Activities

Each contract year Faculty Members will be reimbursed up to the stated amounts below for the following:

	Full-Time		Part-Time
	Graduate Level	All Others	
Effective November 1, 2008	\$8,000	\$5,000	\$750

1. Tuition Reimbursement

Tuition and all expenses except books, late fees and penalties will be reimbursed for completing with a minimum grade of "C" or certificate of completion and/or award of CEU:

- a. Credits from accredited institutions that are related to classes taught at AiNYC or which improve professional skills of the Instructor.
- b. Credits in degree and/or certificate programs that are acceptable for Rank qualification.
- c. Non-credit courses, workshops, seminars, etc. related to classes taught at AiNYC or which improve professional skills of the Instructor and offered by approved institutions or organizations.

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 (set forth in Appendix 4) 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 Section B-1.

2. Industry Association Memberships

Full-time Instructors will receive up to two memberships per contract year. Part-time Instructors will receive one membership per contract year. Eligibility for this benefit is after completion of the probationary period.

3. Subscription to Professional Magazine

Full-time and part-time Instructors will be reimbursed for the cost of one professional magazine subscription each contract year.

C. General Conditions

1. Professional development activities of Faculty Members shall not interfere with the instructional program. Normally professional development activities will be undertaken on the Instructor's own time, but exceptions will be allowed if sufficient notice is given and if arrangements for any necessary coverage can be made. Any overtime necessitated by the granting of such exception will be deducted from the Faculty Member's professional development allowance.
2. Eligibility for reimbursement is after completion of the probationary period.
3. Reimbursement will be promptly made upon evidence that the required conditions have been fulfilled.
4. Travel expenses are not reimbursed except in instances where coursework taken under paragraph B-1, a-c above requires an in-residence session or related travel to attend the approved activity. In such instances up to five hundred dollars (\$500) of travel expenses shall be reimbursed subject to the limitations above. Only travel, lodging and meal expenses will be covered. No reimbursement will be made for alcoholic beverage costs.
5. After week five of the winter quarter, additional Professional Development opportunities, which are not part of the Faculty Member's Professional Development Plan will be considered for reimbursement on a case-by-case basis, approval for which shall not be unreasonably denied, assuming budget availability.

D. Approvals

1. The Dean of Academic Affairs or his/her designated representative will pre-approve requests by Instructors for reimbursement that are for the purposes and that meet the conditions described above up to their allowable maximum per contract year.
2. The Dean of Academic Affairs or his/her designated representative may pre-approve payments requested by Faculty Members for other professional development activities not specified above. Any such pre-approved payments shall be published and applied in a non-discriminatory way. If a request is denied, the reason for denial shall be stated in writing.

E. School Authorized Events

1. AiNYC will continue the practice of full reimbursement for expenses incurred for School sponsored representation at events such as but not limited to Tribeca Film Festival, and NYC Fashion Week. Such reimbursement is funded separately from the Professional Development funds and not deducted from the Professional Development allowance provided in this Article. In addition, appropriate release time will be granted without charge to pay or time banks in order to accommodate the needs of participating Instructors.
2. All events sponsored by AiNYC/EDMC that include Faculty participation will be posted. For sponsored non-competitive events qualified applicants will be selected in seniority order on a rotation basis.

Article 17
Travel Expense Reimbursement

Faculty who are authorized to travel on AiNYC business will be reimbursed for all reasonable expenses, including the then-applicable maximum IRS mileage rate, parking, tolls and transit expenses.

Expense reimbursements will be made to Faculty in a separate check and in accordance with current expense reimbursement procedures. Such procedures will result in timely reimbursement.

Article 18
Existing Practices

The Employer agrees to continue, where possible, the following practices during the term of the Agreement.

- Free individual copies of all books and materials used in classes taught at the School or other texts required by AiNYC
- No mandatory sign-in and sign-out sheet
- Security remains on-site while students or Instructors are present
- Maintain reasonable time between classes scheduled between campuses
- Have available three Faculty-only computers with Internet access on main campus
- All supplies provided for individual Instructors' first aid kits
- Free unlimited coffee, tea and appropriate supplies
- Maintain vending machines and assortment to the extent possible
- Manager or supervisor must be present or accessible while Instructors or students are on campus
- Ability to purchase transit checks with pre-tax money as long as the program is available
- Show badges provided to Faculty at no cost
- Free unlimited use of library as long as the library facility is available to AiNYC
- Business cards with accurate information will be provided at no cost to full-time Faculty

Article 19
Severance

1. A full time Faculty Member shall be deemed severed if s/he has been laid off for lack of work based upon seniority or if s/he had an involuntary status reduction and chooses to resign instead of taking an involuntary status reduction.

2. The Employer agrees to provide severance pay to those eligible under paragraph 1 above based on the following conditions:

a. A severed Faculty Member may either choose to receive severance pay as described below or choose to remain on the recall list. Within eighteen months, a faculty member who chooses to remain on the recall list may choose to remove his/her name from the recall list and receive severance pay. AiNYC shall notify the individual Faculty Member in writing at least two weeks prior to the last day of employment.

b. Faculty Members with at least one (1) year of seniority but less than five (5) years of seniority on their last day of work, will receive severance equal to one month's salary. Faculty Members with five (5) years, but less than ten (10) years of seniority on their last day of

work, will receive severance equal to two months' salary. Faculty Members with ten (10) or more years of seniority on their last day of work, will receive severance equal to three months' salary. If a Faculty Member is severed during the first year of employment, but after the probationary period, severance will equal one-half month's (11 days) salary. Those full time Faculty Members permanently laid off who will lose their jobs as a result of the decision to shut down the "Closing Programs" shall be entitled to Severance Pay in accordance with this Article 19, but the term "one month's salary" for each such Faculty Member shall be based upon the Faculty Member's placement on the 4 class or 5 class grid as of September 7, 2012, or as of October 1, 2012, whichever is the higher salary.

3. If employment is terminated due to a voluntary resignation, for just cause or because the Faculty Member no longer meets the requirements of Article 22, Paragraph 3, no severance benefits will be paid. The phrase "or because the Faculty Member no longer meets the requirements of Article 22, Paragraph 3", shall not be used to deny severance to those Faculty Members being permanently laid off solely as a result of the decision to shut down the "Closing Programs".

4. Any outstanding advances or money owed to the School, for any reason, will be deducted from the severance payment. In addition to severance payments, the Faculty Member shall be paid his/her accrued, but unused vacation in a lump sum.

5. All School property must be returned before the severance payment is issued.

6. All Faculty Members leaving the School on a voluntary basis are expected to give two weeks' notice to their supervisor.

7. As a condition of receiving severance, a Faculty Member must waive any right to recall and execute a release in the form acceptable to the Employer.

8. Medical Insurance and COBRA: Faculty Members shall continue to receive medical and/or dental insurance until the end of the month of the effective date of permanent layoff. Thereafter, Faculty Members shall be eligible for continued coverage under the terms and conditions under federal COBRA law.

Article 20

Leaves

A. Jury Duty

Employees called to jury duty will be provided with time off to fulfill their civic obligations. Employees should notify their supervisor immediately upon receiving notice from the court. Full-time Employees will be paid their regular salary. Part-time Employees will be paid for scheduled work days missed due to jury duty.

B. Bereavement Leave

In the event of the death of an immediate family member (spouse, domestic partner, children, parents and siblings, including such step relations) a full-time Faculty Member will be granted a leave with pay for up to five days, commencing within seventy-two (72) hours of the death. In the event of the death of an extended family member (spouse's parents, grandparents, spouse's grandparents and spouse's siblings) a full-time Faculty Member will be granted a leave with pay for up to three days, commencing within seventy-two (72) hours of the death. In the event of the death of a relative who is not defined above, a full-time Faculty Member will be granted a one day paid leave, commencing within seventy-two (72) hours of the death.

A part-time Faculty Member will be granted up to two consecutive workdays paid leave, if scheduled, commencing within seventy-two (72) hours of the death of an immediate family member. A part-time Faculty Member will receive a one-day paid leave, if scheduled, commencing within seventy-two (72) hours of the death of an extended family member.

The Employee must notify his/her supervisor at the beginning of the leave. The Employer may require proof of death to approve the payment for bereavement leave.

C. Sick Leave, Disability, Paternity Leave and Personal Days

1. Sick Leave

Full-time Faculty Members will receive six (6) sick days per contract year and part-time Faculty Members will receive two (2) sick days per contract year. These absences are considered to be a pool of compensable days off from work for each individual separate from Short Term Disability. In the event of termination of employment, Employees will not be compensated for any unused sick days and cannot accumulate them from year to year.

2. Compassionate Transfer of Sick and/or Personal Days

Faculty Members with at least one year of service may transfer all or part of their allotted sick days and/or personal days to another Faculty Member who has exhausted his/her sick days and/or personal days, as applicable. An individual Faculty Member is eligible to receive up to six (6) transferred sick days and/or one (1) transferred personal day per contract year under this provision. Each transfer of day(s) shall be evidenced by a form signed by the donor and recipient and delivered to the Director of Human Resources within three (3) workdays of the return from an uncompensated absence. The president of AiNYC may approve up to an additional nine (9) sick days in unusual situations. Such approval shall not be precedent setting.

3. Compassionate Transfer of Discretionary Vacation/Compensatory Time for Paternity Leave

Faculty Members with at least one year of service may transfer all or part of their accrued discretionary vacation and/or banked compensatory time to another Faculty Member who has exhausted his/her discretionary vacation/banked compensatory time and who requests a five (5) day paid paternity leave. Each transfer of day(s) shall be evidenced by a form signed by the donor and recipient and delivered to the Director of Human Resources within two (2) workdays of the birth of the baby.

4. Short -Term Disability

Full-time Faculty Members are eligible for short-term disability benefits as described in the Signature Benefits Program description. Benefits are payable under this plan when a Faculty Member is absent from work for more than five (5) days in a row due to illness or injury and proof of the disability is provided. When it becomes apparent that the Faculty Member will miss more than five workdays, the Human Resources department will forward a short-term disability form for the Faculty Member to complete, have his/her doctor complete, and return to the Human Resources department so that the Employee's pay may be continued without interruption. Though a Faculty Member is not eligible for short-term disability benefits until he/she is absent from work for more than five (5) days in a row, once a person is eligible, he/she

is paid for the first five (5) days and any sick days used are restored to the Faculty Member's sick day allotment.

5. Personal Days

Full-time Faculty Members are entitled to take three personal days during each contract year. Personal days should be scheduled at least ten days in advance, if possible. Personal days cannot be carried over from year to year and individuals will not be compensated for unused personal days in the event of termination.

D. Sabbatical Leave

1. The purpose of a sabbatical is to provide an opportunity for professional growth and development beyond the restrictions of a normal teaching schedule. A sabbatical may be used for research, study or other professional activity. It is expected that the sabbatical will provide a growth experience for the Faculty Member, and as a result will provide tangible benefits to the AiNYC and its students.

2. A sabbatical shall be for twelve (12) weeks commencing at the start of a quarter. All pay and benefits will continue on the same basis as before the sabbatical. The Faculty Member will be guaranteed reinstatement to a Faculty position in accordance with the terms of the contract.

3. All full-time Faculty Members are eligible to apply for a sabbatical after seven years of full-time service. Full-time Faculty Members who have had prior part-time service will have their part-time service credited on a pro-rata basis for the purpose of qualifying under this Article.

4. Eligible Faculty Members shall apply for a sabbatical leave on a form available from the Employer. Applications shall be submitted to the office of the Dean of Academic Affairs by September 1st for a sabbatical to be taken during the subsequent contract year. The Dean shall determine which applicants have met the eligibility requirements as set forth herein, and shall advise each applicant no later than September 15th of such eligibility determination. If an applicant is deemed ineligible, the basis for that determination shall be provided in writing by the Dean. Applicants deemed ineligible who question that determination should do so as expeditiously as possible.

If more eligible Instructors apply than the number of sabbaticals to be awarded, the senior eligible applicant(s) will receive the sabbatical(s) unless the senior applicant previously received a sabbatical and another eligible applicant has not, in which case the senior eligible applicant who has not previously received a sabbatical leave shall be awarded the sabbatical.

The award shall be announced not later than October 1st.

5. Upon completion of the sabbatical the Faculty Member will be expected to deliver a report, lecture, demonstration or exhibit to the appropriate constituencies of the School during the academic quarter following the sabbatical.

6. A Faculty Member who fails to return from a sabbatical for reasons within his or her control will reimburse the School for the salary received and the insurance premiums paid by the School

attributable to the period of the leave. A returned Faculty Member who fails to voluntarily maintain employment at AiNYC for at least one year following the sabbatical for reasons within his or her control will reimburse the School for the salary received and the insurance premiums paid by the School attributable to the period of the leave, on a pro-rata basis based on the percent of the one-year of service completed.

7. Three sabbaticals shall be awarded annually, with all sabbaticals awarded on a Faculty-wide basis.

E. Family and Medical Leave Act (FMLA) Leave

Full-time Faculty Members and part-time Faculty who have worked at least 1,250 hours during the preceding twelve months are eligible for up to twelve workweeks of unpaid leave for serious personal illness or to care for a spouse, parent or child, including an adopted or foster child, pursuant to the FMLA. During the FMLA leave health insurance coverage shall continue on the same terms as if the Faculty Member continued to work. Upon return from the FMLA leave the Faculty Member will be restored to his or her original job or to an equivalent job. Effective November 1, 2002 the Employer will grant leaves to care for a domestic partner on the same basis as FMLA leaves to care for a spouse.

F. Military Leave

Leaves of absence shall be granted for the performance of duty with the U.S. Armed Forces or with a reserve component thereof in accordance with applicable law.

Instructors who are members of a National Guard or Military Reserve unit will be granted a Short Term Military Leave of Absence if called to training and/or active duty. Upon return to work, the Instructor will be reimbursed for the difference between the military pay and regular straight time pay for a maximum of ten (10) working days per year upon submission of their military pay vouchers.

Instructors who enlist or who are inducted or ordered to active duty to fulfill their reserve obligations, or who are ordered to active duty in connection with reserve activities for indefinite periods, or for periods in excess of their annual training will be reinstated in accordance with the Veteran's Reemployment Rights Act and other applicable laws.

Employer provided benefits will continue during military leaves not exceeding thirty (30) calendar days. Instructors on Military Leave exceeding thirty (30) days are eligible for health insurance benefits continuation as governed by COBRA laws.

G. Personal Leave

An Instructor's request for a leave of absence up to six months for personal reasons shall not be unreasonably denied. The request shall be submitted in writing to the Director of Human Resources at least three weeks prior to the start of a quarter if possible. Unless specifically provided otherwise, personal leaves are unpaid.

Should the Employer find it impossible to grant all applications for personal leave, because of an inability to cover scheduled classes, and subject to applicable law, the senior applicant(s) will

receive the leave. However, if the senior applicant has previously received a leave and another applicant has not, the senior applicant who has not previously received a leave shall be granted the leave.

H. Seniority and Benefits while on Leave

Faculty Members on approved paid leaves (including those on disability leaves of up to one year) and those on short-term unpaid leaves of thirty days or less continue to accrue seniority and to be eligible for all contractual benefits applicable to active Employees.

Faculty Members on unpaid leaves exceeding thirty days do not lose their accrued seniority, and will continue to accrue additional seniority for up to 12 weeks. Furthermore, except as otherwise required by law or by the specific provisions of this Agreement, continuation of benefits after thirty days in unpaid status is at the expense of the Faculty Member.

I. Return from Leave

A Faculty Member who returns to work on the next scheduled work day following the expiration of an approved leave shall resume his/her former time slot/shift, subject and status and replacement Faculty Members shall do likewise. An Employee who accepts other full-time permanent employment during the leave or who voluntarily fails to return to work on the next scheduled workday following the expiration of the leave will be considered to have voluntarily terminated. Misrepresenting the reasons for applying for a leave of absence may result in disciplinary action.

Article 21 Scheduling

1. By the Friday of week two of the quarter, Faculty Members shall submit to the Dean of Academic Affairs or his/her designated representative their request of times of the classes they wish to teach for the coming two quarters. The Employer shall provide to the Faculty, the tentative schedule of available classes for the next two quarters at the end of the third week of the quarter. However, effective from August 29, 2012 until the teach out of the "Closing Programs" has finished, scheduling for the "coming two quarters" is changed to "coming quarter".
2. By the Friday of week four of the quarter Faculty Members shall submit to the Dean of Academic Affairs or his/her designated representative, their choice of available classes they wish to teach for the coming two quarters. However, effective from August 29, 2012 until the teach out of the "Closing Programs" has finished, scheduling for the "coming two quarters" is changed to "coming quarter". The Employer shall assign full-time Faculty Members to teach available classes for which they are qualified, in accordance with their preferences and their bargaining unit seniority shall be determinative. Full-time Faculty Members shall be informed of their assignments as soon as possible but no later than the end of week seven.
3. After full-time Faculty Members have been assigned, part-time Faculty Members shall be assigned remaining available classes in accordance with their preferences. Bargaining unit seniority shall be determinative, provided they are qualified to teach the classes requested. Part-time Faculty Members shall be informed of their assignments as soon as possible but no later than the end of week nine.

4. It is understood that such assignments may be subject to change due to unanticipated fluctuations in student enrollment. In the event of the elimination of a class in the schedule of a full-time Faculty Member, the full-time Faculty Member may use his/her bargaining unit seniority to “bump” a part-time Faculty Member from a scheduled class the full-time Faculty Member is qualified to teach.

5. The term “available classes” shall be identified by course title and scheduled times of classes.

Article 22

Assignments and Transfers

1. All vacancies within the bargaining unit shall be posted internally for two (2) weeks. The posted notice shall indicate the time of the class, subject and status of the posted position. The “times of classes” for scheduling purposes are: weekday a) mornings or b) afternoons or c) evenings; or d) weekends.

2. Before a new Faculty Member is hired for any bargaining unit position, qualified current Faculty applicants will be transferred to open positions. Full-time applicants shall be given preference over part-time applicants. Seniority shall be determinative among applicants for a position who have the same Employee status.

3. Faculty must be qualified to teach the courses and do the work assigned hereunder. Where the State of New York and/or accrediting bodies of AiNYC require specific credentials as a qualification to teach a particular course, only Faculty who possess the minimum credentials required by the State and/or accrediting bodies (as set forth in their official publications made available to Faculty by the Employer) shall be deemed qualified to teach the particular course.

4. New Full-time positions will be created and posted at the discretion of the Employer based on enrollment, budget and educational considerations, except those posted in accordance with Article 8 A.

Article 23

Layoff, Recall and Work Jurisdiction

A. Layoff

If the Employer finds it necessary to lay off any full-time Employee(s), the following shall apply: At least forty-five days prior to the date of layoff, the Union shall be notified of the impending layoff(s) and the reasons therefore. Upon the Union’s request, following such notice, the Union and Employer shall meet within five (5) days to discuss ways to minimize or avoid the impending layoff(s). If layoff(s) cannot be avoided, the order of any layoff(s) shall be:

1. Part-time Faculty in reverse seniority order, provided the remaining Faculty Members are qualified to do the work required;
2. Full-time Faculty in reverse seniority order, provided the remaining Faculty Members are qualified to do the work required.

If the Employer finds it necessary to reduce the teaching load or to lay off a part-time Instructor from one quarter to the next, reverse seniority shall prevail, provided the remaining Faculty Members are qualified to do the work required.

Part-time Instructors whose teaching loads are changed from one quarter to the next or who are laid off shall be given at least two weeks notice of the intended change.

B. Recall

Laid off Faculty Members shall be placed on a recall list with priority for recall to comparable positions as they become available. Recall shall be in the following order:

1. Full-time Faculty in seniority order, who are qualified to do the work required;
2. Part-time Faculty in seniority order, who are qualified to do the work required.

A full-time Faculty Member has a right to be recalled to a comparable full-time position for which he or she is qualified. A part-time Faculty Member has a right to be recalled to a comparable part-time position for which he or she is qualified.

Full-time Employees awaiting recall who notify the Employer in writing that they will accept recall to part-time position(s) or to non-comparable full-time position(s) until a comparable full-time position is available shall be recalled to such part-time or non-comparable full-time position(s) without waiving their right to be recalled to a comparable full-time position.

Part-time Employees awaiting recall who notify the Employer in writing that they will accept recall to full-time position(s) or to non-comparable part-time position(s) shall be recalled to such position(s) after full-time Employees without waiving their right to be recalled to a comparable part-time position.

Part-time Employees whose teaching loads were reduced from the previous quarter shall have their teaching loads restored in seniority order provided they are qualified to do the work required.

C. Work Jurisdiction

Instruction will be provided to students of The Art Institute of New York City exclusively by bargaining unit personnel except in emergency situations such as the unanticipated absence of an Instructor, unless the Union grants express written permission otherwise. Any such permission shall be limited to the specific instance for which granted and shall be non-precedent-setting. The Union will not unreasonably withhold permission for AiNYC supervisors and industry celebrities to participate in occasional unique educational sessions of limited scope and duration.

Article 24 Due Process

A. Disciplinary Interviews

An Employee shall be entitled to Union representation at a disciplinary interview. Prior to a disciplinary interview the Employer will notify the Employee of the nature of the meeting and of the right to Union representation during the interview.

During a non-disciplinary meeting with a supervisor, if the subject of the meeting evolves into a disciplinary interview, the Employer will notify the Employee immediately of that fact and that the Employee may assert the right to have Union representation. If the Employee believes that the meeting has evolved into a disciplinary interview, he or she may assert the right to have Union representation. The interview shall be suspended until such representation is secured or refused by the Employee.

B. Discipline and Discharge

No Employee who has completed the probationary period shall be reprimanded, suspended, discharged, or otherwise disciplined except for just cause. Further, the Employer is committed to a policy of progressive discipline. An Employee shall receive verbal counseling and/or a written warning before being suspended or terminated, as the case may be; provided, however, that in the event of a serious offense or an emergency, the Employer may take appropriate disciplinary action, without prior warning or progressive discipline. A grievance challenging a disciplinary action shall be initiated at the step where the Employer representative has authority to rescind the disciplinary action.

C. Confidentiality

The parties will use their best efforts to protect the confidentiality of matters arising under this Article.

Article 25 Grievance and Arbitration Procedure

A. Definition

A grievance is a claim that a provision of this Agreement has been violated. An individual Employee, a group of Employees or the Union may initiate a grievance.

B. Informal Resolution

It is the intent of the parties to resolve individual grievances promptly, without recourse to the formal grievance procedure. Therefore, an individual Grievant and the Chapter Leader (or his/her designated representative) shall meet with the immediate supervisor and attempt to resolve the grievance informally. If there is no resolution the formal grievance procedure shall apply.

C. Formal Grievance Procedure

1. Step One

A formal grievance shall be submitted by the Union to the Dean of Academic Affairs within fifteen days of the date the fact(s) giving rise to the grievance were known to the Grievant or reasonably should have been known.

The grievance shall be in writing and shall set forth the claim and identify the contractual provision(s) alleged to have been violated and the bargaining unit member(s) affected. It shall also set forth the remedy sought.

The Dean of Academic Affairs and/or the Director of Human Resources shall meet with the Grievant and the Chapter Leader (or his/her designated representative) within ten (10) days to

attempt to resolve the grievance. The Employer's answer and supporting reasons shall be given in writing within ten (10) days of the meeting to the Union.

2. Step Two

If the grievance is not resolved at Step One, the Union may appeal in writing to the President of the School within ten days after receiving the Step One answer. The President shall meet with the Grievant and the Chapter Leader (or his/her designated representative) within ten days after receipt of the appeal and attempt to resolve the grievance. The answer of the President and supporting reasons shall be given in writing to the Union within ten days after the meeting.

D. Arbitration

If the grievance is not resolved at Step Two the Union, within fifteen days after receiving the Step Two answer or after the failure to answer within the time limit, may submit a notice of arbitration to the Employer, with a copy to the American Arbitration Association (AAA). The notice shall include a brief statement setting forth the issue to be decided by the arbitrator, the specific provision(s) of the Agreement involved and the remedy sought.

The Union shall request the AAA to submit simultaneously to each party an identical list of names chosen from the Panel of Labor Arbitrators for selection of an arbitrator, in accordance with the Labor Arbitration Rules of the AAA, to hear and decide the case.

The arbitration shall be handled in accordance with the then existing Labor Arbitration Rules of the AAA related to the hearings and fees and expenses. The arbitrator shall have no authority to add to, subtract from, alter, amend or in any way modify the terms and provisions of the Agreement. The fees and expenses of the arbitration shall be borne equally by the Employer and the Union. Each party shall bear the expenses of preparing and presenting its case at arbitration.

The arbitrator's written decision and opinion shall be issued not later than thirty days from the close of the hearings. The decision shall be final and binding on the Union, the Employer and the Employees. The Employer agrees to apply to all substantially similar situations the decision of an arbitrator sustaining a grievance. The Union agrees that it will not bring or continue any grievance that is substantially similar to a grievance denied by the decision of an arbitrator.

E. Time Limits

The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and holidays. Failure on the part of the Union to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Failure on the part of the Employer to answer a grievance at any step within the specified time limits shall entitle the Union to proceed to the next step or to arbitration, as applicable.

If the immediate supervisor lacks authority to settle an individual grievance, it may be initiated by the Union at Step One of the formal grievance procedure, as appropriate, provided that it is initiated within the time period set forth in Step One.

In any specific grievance the time limit at any step may be extended by written agreement between the Employer representative at that step and the Chapter Leader.

Article 26
Personnel Files

1. There shall be one official personnel file, which shall be maintained in the Human Resources department.
2. Within ten (10) days from the date the facts surrounding an incident that may become the basis for placing derogatory material in his or her file become known to Management, the Employee and the Union shall be informed of the allegation(s).
3. No material derogatory to an Employee shall be placed in his or her file unless the Employee has been given an opportunity to respond. The Employee shall sign and date the material to acknowledge that he or she has seen it, with the understanding that the signature merely indicates he or she has read the material and not whether he or she agrees or disagrees with it. A photocopy of the signed document will be given to the Employee.
4. No anonymous, false or inaccurate material shall reside in any personnel file. Material shown to be false or inaccurate shall be corrected, or expunged, as appropriate.
5. At the discretion of the Employee his or her written response shall be attached to any material in the file.
6. The Employee shall have the right to inspect and to copy (but not to photocopy) any material in his or her personnel file during normal business hours or by appointment. A Union representative chosen by the Employee may accompany the Employee while he or she reviews the file.
7. Adverse material regarding a Faculty Member inserted prior to August 2, 1996 shall be removed from the file upon request of the Faculty Member, except that records of serious disciplinary actions, which may result in legal actions against the School or any of its Employees will be retained.

Article 27
Review and Evaluation

1. It is Management's responsibility to provide Faculty Members with appraisals of their work on a timely basis, and to assist Faculty in improving their performance and in growing professionally. The parties have agreed to an Annual Review program to review and evaluate Faculty.
2. Prior to their employment at the School, applicants for Faculty positions shall be referred to a screening committee composed of an equal number of Faculty and Management who shall provide an evaluation of a candidate's teaching and technical skills. The committee shall be made up of up to three program-specific Faculty Members appointed to serve by the Union who shall rotate depending on the candidate's field, and up to three representatives of Management. Management shall make available to members of the Screening Committee documentation that the applicant has met the minimum qualifications for the position, including qualifications required by the State of New York and the School's accrediting bodies. Only candidates

recommended by a majority of the committee members shall be eligible for immediate further employment consideration. In the event of a tie, the candidate may be permitted to schedule a future screening evaluation. The screening process shall take place four (4) times a year during twelfth week unless otherwise requested by Management

3. A Faculty Member who is scheduled to teach a particular course for the first time shall be assisted by a mentor who has taught the course satisfactorily, unless he/she has evidence of successfully teaching a comparable course. Appropriate time shall be provided both mentor and mentee for this purpose. For new courses the required mentoring shall be provided by a Faculty Member or an ADD qualified in the subject area, at the Employer's reasonable discretion.

4. Management shall provide each newly hired Faculty Member, at the time he or she is hired, a written description of the AiNYC Assessment of Faculty Responsibilities and Faculty Observation forms. An evaluation of the new Faculty Member's performance against those responsibilities shall be conducted within the first half of the new Faculty Member's probationary period, and shall identify deficiencies, if any, as well as areas for improvement. A Faculty Member may request, or the Employer may require, a second evaluation including a second classroom observation. After completion of the probationary period Faculty Members shall be reviewed and evaluated annually in accordance with the prescribed Faculty review process as set forth below.

5. The primary purpose of the review is to further the professional growth of the individual Faculty Member by identifying his or her range of abilities (i.e. strengths and weaknesses) and to apply clearly understood criteria in a manner that will encourage professional development and improve classroom performance.

6. Reviewers must have at least three years of program-specific industry and/or teaching experience, and two years AiNYC or comparable experience, and training in the AiNYC review and evaluation system.

7. Faculty Members who experience problems in performance shall be promptly advised of such and given supervisory guidance, mentoring, and/or other appropriate assistance to improve their performance.

8. The Annual Review process at AiNYC will take place as follows:

- a. Faculty Members will receive their Annual Reviews during their anniversary month (i.e. Faculty hired in October will receive their review in subsequent Octobers.)
- b. Within the month preceding the Annual Review, on a mutually agreed upon date, the Supervisor, and/or an appropriately qualified Faculty Member selected by the Supervisor with approval by the Faculty Member will conduct an observation of the Faculty Member using the AiNYC Faculty Observation Form. The Faculty Member or the Supervisor may request an additional observation.
- c. During the month preceding the review, the Faculty Members will complete their AiNYC Faculty Development Plan and forward it electronically to their Supervisor. In the case of continuing Faculty Members, they will complete the Development Plan and the Summary of the previous year and submit both to their Supervisor.

- d. At the initial Annual Review meeting, the Supervisor, reviewing the Faculty Member's academic transcripts, will also complete the Credential Assessment form and review and discuss it with the Faculty Member as the basis for completing the Faculty Development Plan.
- e. In advance of the Annual Review meeting, the Supervisor will complete the AiNYC Assessment of Faculty Responsibility Form; the Faculty Member may write a self-assessment to be submitted as part of the Annual Review.
- f. During the Annual Review meeting, the Supervisor and Faculty Member will discuss and review the AiNYC Assessment of Faculty Responsibility Form. They will discuss and review the Faculty Development Plan and Summary. The completed AiNYC Assessment of Faculty Responsibility Form will include the signatures of the Faculty Member, the Supervisor, and the Supervisor's Supervisor, and is included in the Faculty Member's personnel file.

9. A student evaluation shall be administered in a format agreed to by the parties. The information provided by the student evaluations will be shared with the parties. The student evaluation should reflect the student's total school experience, of which the feedback concerning the course and the instruction is a part.

Article 28 Health and Safety

1. The School will be maintained in compliance with all applicable health and safety laws, rules and regulations having the force and effect of law.
2. The workplace will be cleaned at least once per week. Areas used by Faculty and students will be swept every day. In specific instances or emergencies where the Instructor requests (through the Academic Department Director, when available) custodial services because of immediate health or safety requirements or concerns, they shall be provided promptly.
3. 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 Academic Department Director, or other available Management representative, who will provide appropriate relief. In an emergency situation the Instructor shall immediately evacuate the classroom.
4. The School will develop a contingency safety plan, including a building evacuation plan, to deal with fires, bomb threats, or other emergencies. The plan shall be developed in consultation with the Union.
5. The School will maintain a security plan and install surveillance equipment designed to reduce the likelihood of theft in the Faculty workspaces.

Article 29
Equipment and Assistance

1. All full-time Faculty members will be provided with a desk and file space and access to a telephone and computer. Part-time Faculty shall be provided with access to a shared workspace, files, telephones and computer, where possible.
2. A work-study student helper shall be provided to assist Faculty with routine clerical tasks such as duplicating classroom materials.
3. With appropriate advance notice, the Education Department secretarial staff will do typing of examinations and other classroom materials, when possible. When not possible, a timely notice will be given to affected Faculty.
4. Equipment shall be maintained in good working condition. Prompt repairs shall be made so that instruction will not be adversely impacted.
5. Computers located in the Education Department shall be for the exclusive use of Faculty and Education Department staff.
6. The Employer will provide Faculty with licensed software, which includes Adobe, Macromedia products and Microsoft Operating System(s) and Office Suite or any other software authorized by our licenses with the manufacturers on an annual basis.
7. As soon as practicable if and when the 3rd floor at Beach Street becomes available, the school will provide a workspace with a computer for Faculty Members to meet privately with students.
8. As soon as practicable after ratification, the School will make available to the Faculty the option of submitting attendance reports online.

Article 30
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 31
No Strike – No Lockout

During the term of this Agreement neither the Union nor any Union representative or Employee in the bargaining unit shall cause, authorize, instigate, aid, encourage, ratify, condone or take part in any work stoppage, slowdown, sympathy strike, boycott or other restriction of the Employer's operations at the Employer's site(s). Nothing in this Agreement shall be construed to restrict the Union, Union representatives and Employees covered by this Agreement from informational

activity, and/or from engaging in activities at the Employer's site(s) that are not directed against the Employer, including the activities identified herein.

During the term of this Agreement, neither the Employer nor any Management representative shall cause, authorize, instigate, aid, encourage, ratify or condone a lockout of any Employee covered by this Agreement.

Article 32
Nature of Agreement

This Agreement may be amended only by written agreement signed by the parties.

It is agreed that there is no obligation by either party to bargain with respect to any provision of the Agreement except as provided in the Agreement or by applicable law.

With respect to matters not covered by the Agreement which are mandatory subjects of collective bargaining as defined by the National Labor Relations Act ("Act"), the Employer agrees to make no changes without prior bargaining to impasse with the Union.

Article 33
Management Rights

1. The management and operation of the School and the direction of the work force are vested exclusively with the Employer and, except as limited by specific provisions of this Agreement; the Employer shall continue to have all sole and exclusive rights customarily reserved to Management. 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:

- a. To hire, discipline, suspend, discharge, lay off and promote.
- b. To promulgate and enforce reasonable rules and regulations.
- c. To assign to the Faculty courses, class schedules, and other reasonable academic duties subject to the provisions of this Agreement.
- d. To introduce new or improved methods, equipment or facilities.
- e. 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.

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 34
Joint Committees

1. Each school wide and departmental committee, on which faculty is represented, shall, at least on a quarterly basis, make recommendations to the President about the implementation of the Committee's work. The President or President's designee shall respond in writing to said recommendations within 30 calendar days. The recommendations made by the school-wide committees, as well as the President's or President's designee's response, shall be orally presented at the next "twelfth week" meeting.

2. A Joint Committee consisting of equal representation from the Faculty and AiNYC Administration (up to a maximum of five members from each) shall meet to propose a protocol for obtaining academic ranks, which shall be implemented when the School begins offering BA programs.

The proposal of the Joint Committee shall require the approval of both the UFT President and AiNYC's President in order to become effective.

However, the Joint Committee shall not make any proposal that (i) is inconsistent with this Agreement, (ii) requires modification of this Agreement, or (iii) requires negotiation with the UFT.

3. The School and the Union agree that student retention is critical to the success of the School and that it is a responsibility that must be shared by every Faculty Member. To that end, the School and the Union agree to create a Joint Committee made up of three members of the Administration and three Faculty Members, to develop and implement strategies designed to assist in retaining students. The Committee shall operate by consensus, not by majority vote. On or before November 1, 2012, it shall issue a written report to the Faculty and the President describing the initiatives and strategies agreed upon and the impact, if any, on student retention achieved. The report shall also include the Committee's decision whether or not to continue its work. Admission standards shall not be within the purview of this Committee and the Committee is not authorized to modify any provision of this Agreement.

Agreed:

For United Federation of Teachers

For The Art Institute of New York City

/s/ William F. Gates

/s/ David Moughalian

Date: 5/29/2013

Date: 5/29/2013

Exhibit A
Payroll Deduction Authorization

Pursuant to applicable law, I assign to the United Federation of Teachers (UFT) from my compensation as an employee of The Art Institute of New York City (hereinafter called “my employer”) eighty-five hundredths of one percent (.0085) of my gross pay or such different amount as UFT fixes as its regular dues, and direct my employer to withhold this sum from the compensation due me each pay period and remit it to the UFT.

I submit this assignment and authorization with the understanding that it will be effective and irrevocable for a period of one year from this date or up to the termination date of the current Collective Bargaining Agreement between my employer and the UFT, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within the 30-day period preceding expiration of such irrevocable period. Such revocation shall be effected by simultaneous written notice by registered or certified mail to my employer and the UFT which must be delivered within such 30-day period.

The assignment and authorization are effective at once.

Date _____

Employee Signature _____

APPENDICES

Appendix 1

Memorandum of Agreement AiNYC Full-time Faculty Responsibilities

During the negotiations for the 2008 Collective Bargaining Agreement covering Instructors at the Art Institute of New York City, the parties agreed that the professional Faculty responsibilities are:

AiNYC Full Time Faculty Responsibilities

1. Prepare for (prep time) and deliver instruction as outlined in the Master Course outline.
2. Complete a syllabus in the approved format for each course taught.
3. Meet with students during posted office hours.
4. Articulation with other Faculty and career services personnel.
5. Participate in twelfth week activities as specified in the contract, other than the delivery of the content of the 12th week faculty development workshops, which will be paid at the rate specified in Article 11G2.
6. Grading and attendance record keeping.
7. Participate in committee meetings and other scheduled meetings as per contract except that no faculty member shall be required to serve on more than one committee at the same time, regardless of whether the committee the faculty member serves on is a school-wide committee, a departmental committee or an ad hoc committee.
8. Update lesson plans for individual use.
9. File student meeting reports as needed.
10. Request appropriate materials for class production.
11. Course revision and/or review.
12. Tutoring students: individual work with student on academic subjects outside of classroom during office hours.

All of the above responsibilities are compensated for in the full-time faculty salary and no full-time faculty member shall receive additional compensation for any of these responsibilities.

Definitions:

“Curriculum” shall mean a group of related courses in a program sequence where prerequisites and outcomes are defined for the set of courses by the Departmental Curriculum Committee.

“Curriculum Review or Revision” shall mean reviewing or revising an existing curriculum to be done by the Curriculum Committee.

“Course Revision or Review” shall mean reviewing or revising an existing class.

“Curriculum Development” – creating a new curriculum that is not offered by Ai New York or any other Ai school.

“Master Course Outline” – shall mean the standardized cover sheet for the syllabus developed collaboratively by department chairs and faculty.

“Lesson Plan” – shall mean the Faculty Member’s plan on how to deliver the material in any one session described in the syllabus.

“Syllabus” shall mean a description of a Course prepared by a Faculty member to give to students which includes a time line for the material to be covered.

Appendix 2
Art Institute of New York City
Affidavit of Domestic Partnership

Please complete and sign below in order to confirm your domestic partner’s eligibility for benefits.

I, _____ hereby certify that I and _____ have been domestic partners for at least 6 months, and:

1. we are not legally married to any other individual;
2. we are each eighteen (18) years of age or older;
3. we are mentally competent to consent to contract when the domestic partnership began; and
4. we agree to give notification of any change in the status of our agreement.

I understand that this affidavit shall be terminated upon the death of my domestic partner or by a change of circumstances attested to in this affidavit. I agree to notify my Human Resources Department if there is any change of circumstances attested to in this affidavit within (30) days of a change.

I understand that domestic partners are eligible for enrollment only during open enrollment periods and that the non-employee domestic partner does not have rights to continuing coverage under federal law through COBRA.

I understand that the company will be deducting any premiums paid for my domestic partner on an after-tax vs. a pre-tax basis and the employer’s contribution will be considered as imputed income for the employee.

Employee Signature

Date

Domestic Partner Signature

Date

Director of Human Resources

Date

Appendix 3
AiNYC Academic Calendars

AiNYC Academic Calendar for 2012

	<u>START DATE</u>	<u>END DATE</u>
Winter Vacation – continued	January 1, Sunday	January 8, Sunday
Winter Quarter	January 9, Monday	March 24, Saturday
Winter mid-quarter	February 16, Thursday	March 24, Saturday
Winter 10 th Week Meeting	March 17, Saturday	
Winter 12 th Week	March 25, Sunday	March 31, Saturday
Spring Quarter	April 2, Monday	June 16, Saturday
Spring mid-quarter	May 10, Thursday	June 16, Saturday
Spring 12 th Week	June 17, Sunday	June 23, Saturday
Summer Vacation	June 25, Sunday	July 8, Sunday
Summer Quarter	July 9, Monday	September 22, Saturday
Summer mid-quarter	August 16, Thursday	September 22, Saturday
Summer 12 th Week	September 23, Sunday	September 29, Saturday
Fall Quarter	October 1, Monday	December 15, Saturday
Fall mid-quarter	November 8, Thursday	December 15, Saturday
Fall 12 th Week	December 16, Sunday	December 22, Saturday
Winter Vacation – Start	December 23, Sunday	December 31, Monday

AiNYC Academic Calendar for 2013

	<u>START DATE</u>	<u>END DATE</u>
Winter Vacation – continued	January 1, Tuesday	January 6, Sunday
Winter Quarter	January 7, Monday	March 23, Saturday
Winter mid-quarter	February 14, Thursday	March 23, Saturday
Winter 10 th Week Meeting	March 16, Saturday	
Winter 12 th Week	March 24, Sunday	March 30, Saturday
Spring Quarter	April 1, Monday	June 15, Saturday
Spring mid-quarter	May 9, Thursday	June 15, Saturday
Spring 12 th Week	June 16, Sunday	June 22, Saturday
Summer Vacation	June 23, Sunday	July 7, Sunday
Summer Quarter	July 8, Monday	September 21, Saturday
Summer mid-quarter	August 15, Thursday	September 21, Saturday
Summer 12 th Week	September 22, Sunday	September 28, Saturday
Fall Quarter	September 30, Monday	December 14, Saturday
Fall mid-quarter	November 7, Thursday	December 14, Saturday
Fall 12 th Week	December 15, Sunday	December 21, Saturday
Winter Vacation – Start	December 22, Sunday	December 31, Monday

AiNYC Academic Calendar for 2014

	<u>START DATE</u>	<u>END DATE</u>
Winter Vacation – continued	January 1, Wednesday	January 12, Sunday
Winter Quarter	January 13, Monday	March 29, Saturday
Winter 10 th Week Meeting	March 22, Saturday	
Winter 12 th Week	April 1, Monday	April 5, Saturday
Spring Quarter	April 7, Monday	June 21, Saturday
Spring 12 th Week	June 22, Sunday	June 28, Saturday
Summer Vacation	June 29, Sunday	July 13, Sunday
Summer Quarter	July 14, Monday	September 27, Saturday
Summer 12 th Week	September 28, Sunday	October 4, Saturday
Fall Quarter	October 6, Monday	December 20, Saturday
Fall 12 th Week	December 21, Sunday	December 27, Saturday
Winter vacation – Start	December 28, Sunday	December 31, Saturday

AiNYC Academic Calendar for 2015

	<u>START DATE</u>	<u>END DATE</u>
Winter Vacation – continued	January 1, Sunday	January 11, Sunday
Winter Quarter	January 12, Monday	March 28, Saturday
Winter 10 th Week Meeting	March 21, Saturday	
Winter 12 th Week	March 30, Sunday	April 4, Saturday
Spring Quarter	April 6, Monday	June 20, Saturday
Spring 12 th Week	June 21, Sunday	June 27, Saturday
Summer Vacation	June 28, Sunday	July 12, Sunday
Summer Quarter	July 13, Monday	September 26, Saturday
Summer 12 th Week	September 27, Sunday	October 3, Saturday
Fall Quarter	October 5, Monday	December 19, Saturday
Fall 12 th Week	December 20, Sunday	December 26, Saturday
Winter vacation – Start	December 27, Sunday	December 31, Thursday

Appendix 4
Advanced Tuition Repayment
Payroll Deduction Authorization

I received \$_____ as advanced tuition for the course(s) _____. If I should fail to meet all conditions for reimbursement as set forth in Article 16 of the Collective Bargaining Agreement, I hereby authorize the Art Institute of New York City to initiate equal payroll deductions over a period of not more than six (6) months or as otherwise mutually agreed, subject to legal limitations, to recover all tuition monies advanced to me under Article 16, B, 1.

Print Name

Date

Signature

Appendix 5
Memorandum of Understanding Concerning
Article 29, *Equipment and Assistance*

During the negotiations of 2005 the parties discussed various proposals made by the Union in this Article. The following documents the discussions and actions by AiNYC to address the concerns:

- a. Portable LCD projectors and screens/white boards are currently available and can be requested by Faculty on a first come basis.
- b. A progressive, on-going preventive maintenance program for all departments is underway including a regular inspection by the Academic Department Directors and the Facilities Manager to identify, repair and/or replace defective equipment.
- c. Both parties will commit to a semi-annual review of program specific lab equipment to ensure appropriate quantities are maintained to meet course requirements.
- d. Continue to remediate HVAC conditions on Beach Street campus.
- e. For rooms/classes without a phone the School will provide Faculty with a reasonable alternative means of communication to contact the School's security personnel.
- f. Faculty will have access to appropriate offices and classrooms via the card reader system or keys, except for computer labs.
- g. Water stations (hot and cold) will be maintained on the sixth and seventh floors and will be included with the fifth floor build-out at Beach Street.
- h. The Employer has committed to provide appropriate storage cabinets in all classrooms and labs.

For the Union
/s/ Steve Levitt
10/29/05

For the Employer
/s/ David Moughalian
10/29/05

**Appendix 6
Twelfth Week Agenda**

Time	Monday	Tuesday	Wednesday	Thursday	Friday
A.M.	Grades All faculty meeting	Departmental meetings			
P. M.	All-School Meeting Graduation (based on availability of space)	Curriculum work Faculty development Teaching demos			
EVE					

**Appendix 7
Memorandum of Agreement: On-Line Courses**

In accordance with Article 23C (Work Jurisdiction) of this agreement, the Union will grant permission to allow AiNYC students to enroll through the Art Institute On-Line (AiO) under terms and conditions to be established by written agreement between the parties within one hundred twenty (120) days after ratification of the collective bargaining agreement.

Such written agreement shall fully protect all job rights and benefits of bargaining unit members and shall be subject to cancellation by either party on a quarter-by-quarter basis.

Appendix 8

Effects Negotiation Agreement

This Effects Negotiation Agreement made and entered into this 29th day of August, 2012, by and between Art Institute of New York City (hereinafter "AiNYC") and United Federation of Teachers, Local 2, American Federation of Teachers (hereinafter "Union");

WHEREAS, AiNYC bargained in good faith with the Union about the decision to enter into a new lease for additional space; and

WHEREAS, AiNYC ultimately decided not to enter into a new lease for additional space, but rather to close the Fashion Merchandising and Marketing, Interior Design and Digital Filmmaking programs ("Closing Programs") and seek a lease on a smaller space. AiNYC bargained in good faith with the Union about the effects upon the bargaining unit employees represented by the Union of the decision on "Closing Programs"; and

WHEREAS, after said negotiations the Employer and the Union have agreed upon the settlement of all rights and liabilities each have to each other arising out of their collective bargaining agreement and under the National Labor Relations Act regarding the "Closing Programs"; and

NOW THEREFORE, the AiNYC and the Union on behalf of itself and the members of the bargaining unit agree that the below terms set forth the full and final obligations of the parties:

1. In the case of any conflict between the parties current Collective Bargaining Agreement and this Effects Negotiation Agreement, the Effects Negotiation Agreement shall control. All disputes concerning this Effects Negotiation Agreement will be subject to Arbitration as provided in Article 25 (Grievance and Arbitration Procedure) of the Agreement.
2. Those full time faculty members permanently laid off who will lose their jobs as a result of the decision to shut down the "Closing Programs" shall be entitled to Severance Pay in accordance with Article 19, Severance. The term "one month's salary" for Faculty Members shall be based upon the faculty members' placement on the 4 class or 5 class grid as of September 7, 2012, or as of October 1, 2012, whichever is the higher salary.
3. The parties agree that the phrase "or because the Faculty Member no longer meets the requirements of Article 22, Paragraph 3", shall not be used to deny severance to those faculty members being permanently laid off solely as a result of the decision to shut down the "Closing Programs".
4. The parties agree that between now and when the teach out of the "Closing Programs" has finished, the references to "coming two quarters" in Article 21, Scheduling, shall be changed to "coming quarter".
5. AiNYC agrees that any full time faculty member who is permanently laid off as a result of the "Closing Programs" shall retain the tuition voucher benefit for themselves and immediate family members through graduation to complete a previously approved

course of study at an EDMC school in which they are currently enrolled under the Tuition Voucher Program, provided they continue matriculation in that course of study. Those who participate in this Tuition Voucher Program, may be subject to additional tax liability pursuant to IRS and state regulations. Any other conditions outlined in the Policy itself must be met.

6. Full time laid off Faculty members will be provided with a one-month outplacement services through Right Associates at the expense of AiNYC.
7. The Union agrees that AiNYC the Employer and the Union have bargained in good faith about the decision to not seek a lease for additional space and to shut down the “Closing Programs” and the effects of those decisions. The Union agrees that it will not file a charge with the NLRB over the decision not to seek additional space, to shut down the “Closing Programs” or the negotiation of effects of those decisions.
8. The Union agrees that it will not file a grievance or process a grievance to arbitration which is filed by an individual or individuals in the bargaining unit over the decision to not seek a lease for additional space and to shut down the “Closing Programs” and the effects of those decisions.
9. The Union agrees that it will not on its own behalf or on behalf of its members file any lawsuit against Employer in any way concerning the decision to not seek a lease for additional space and to shut down the “Closing Programs” and the effects of those decisions.