

**AGREEMENT**

**Between**

**UNIVERSITY OF THE ARTS**

**And**

**UNITED ACADEMICS OF PHILADELPHIA  
AFT-PA, AFL-CIO, LOCAL 9608**

Effective February 14, 2024 to June 30, 2026

## TABLE OF CONTENTS

	<b>Page</b>
ARTICLE I	PREAMBLE .....2
ARTICLE II	RECOGNITION .....2
ARTICLE III	UNION SECURITY & DUES.....3
ARTICLE IV	NON-DISCRIMINATION .....5
ARTICLE V	DIVERSITY EQUITY & INCLUSION COMMITTEE .....6
ARTICLE VI	ACADEMIC FREEDOM .....6
ARTICLE VII	NO STRIKE/NO LOCKOUT .....7
ARTICLE VIII	MANAGEMENT RIGHTS .....8
ARTICLE IX	UNION RIGHTS .....9
ARTICLE X	GRIEVANCE & ARBITRATION PROCEDURE.....11
ARTICLE XI	SENIORITY.....13
ARTICLE XII	APPOINTMENTS FOR PART-TIME FACULTY .....14
ARTICLE XIII	PROGRESSIVE DISCIPLINE.....17
ARTICLE XIV	ADJUNCT SERVICE COMPENSATION .....18
ARTICLE XV	COURSE CANCELLATION .....18
ARTICLE XVI	TUITION REMISSION.....19
ARTICLE XVII	FULL-TIME FACULTY MENTORSHIP.....21
ARTICLE XVIII	LEAVE.....21
ARTICLE XIX	PROMOTION & REAPPOINTMENT OF FULL-TIME FACULTY .....26
ARTICLE XX	ALTERNATE STUDY COMPENSATION .....41
ARTICLE XXI	PART-TIME FACULTY INDIVIDUAL LESSONS.....42
ARTICLE XXII	JOB POSTING.....42
ARTICLE XXIII	FACULTY PRIVILEGES .....44
ARTICLE XXIV	JUST CAUSE .....45
ARTICLE XXV	SHARED GOVERNANCE .....45
ARTICLE XXVI	FINANCIAL EXIGENCY .....48
ARTICLE XXVII	SCHOOL CONSOLIDATION OR ELIMINATION .....49
ARTICLE XXVIII	LAYOFF AND RECALL .....50
ARTICLE XXIX	SEPARABILITY CLAUSE.....52
ARTICLE XXX	SUCCESSORS AND ASSIGNS .....52
ARTICLE XXXI	COMPLETE AGREEMENT .....52
ARTICLE XXXII	ACCOMPANYING LANGUAGE AND CONDITIONS.....52
ARTICLE XXXIII	HEALTHCARE .....54
ARTICLE XXXIV	RETIREMENT .....55
ARTICLE XXXV	TERMINATION CLAUSE .....55

## ARTICLE I

### PREAMBLE

1. This agreement is entered into on the 14th day of February, 2024, by and between The University of the Arts (hereinafter referred to as the “University”) and the United Academics of Philadelphia, AFT-PA, AFL-CIO, Local 9608 (hereinafter referred to as the “Union”), for the purpose of establishing terms and conditions of employment for covered employees.
2. The University and the Union individually and collectively recognize that providing quality education and maintaining a high standard of excellence for the students of the University of the Arts in all facets of their university life are mutual goals, and it is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships to achieve these mutual goals.

## ARTICLE II

### RECOGNITION

1. Pursuant to the Certification of Representative, issued by the National Labor Relations Board in Case No. 04-RC-265984, and certain MOUs between the parties, the University recognizes the Union as the sole and exclusive bargaining agent for all the positions listed in **Appendix A**.
2. Excluded from the bargaining unit are all other employees of the University, including those serving in the positions listed in **Appendix B**.
3. The parties acknowledge that from time to time the title for a particular position may be changed. Such change of title, without the elimination or addition of duties, will not automatically result in the position becoming included in or excluded from the Bargaining Unit.
4. The parties acknowledge that a newly created nonsupervisory, nonmanagerial faculty position or title whose job includes duties or responsibilities that are the same or substantially and materially similar to those performed by the positions listed in **Appendix A** will be included in the unit. The parties also acknowledge a newly created nonsupervisory, nonmanagerial faculty position or title whose job includes duties or responsibilities that are the same or substantially and materially similar to those performed by the positions listed in **Appendix B** will be excluded from the unit.

## **ARTICLE III**

### **UNION SECURITY & DUES.**

1. All bargaining unit Faculty on the active payroll as of the effective date of this Agreement, who are members of the Union, shall maintain their membership in the Union in good standing as a condition of continued employment.
2. All bargaining unit Faculty on the active payroll as of the effective date of this Agreement who are not members of the Union shall become members of the Union within thirty (30) days after the effective date of this Agreement and shall maintain their membership in the Union in good standing as a condition of continued employment.
3. All bargaining unit Faculty hired after the effective date of this Agreement shall become members of the Union no later than the thirty-first (31st) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.
4. For the purposes of this Article, a Faculty member shall be considered a member of the Union in good standing if the Faculty member tenders to the Union their periodic dues, uniformly required as a condition of membership, or in lieu of Union membership, pay a fair share fee as determined by the Union in accordance with applicable law.
5. Upon receipt of a written authorization from a Faculty member in the form to be provided to the University by the Union (hereafter to be referred to as the "Union Authorization Card"), the University shall, pursuant to such authorization, deduct from the wages due to each consenting Faculty member each pay period, starting the first pay period following the completion of the Faculty member's first thirty (30) days of employment and remit to the Union monthly all such dues or fair share fees that have been withheld from the pay of such employees. The University must receive the signed authorization at least 10 days before the requested start date for dues deduction. The Union shall be responsible for obtaining executed written authorizations from Faculty members, and providing them to the University's Associate Vice President Human Resources and the University's Payroll Administrator.
6. The University further agrees to deduct voluntary contributions made by members of the bargaining unit to the Union Committee on Political Education (COPE) for political action and remit said contribution to the Union. Contributions will be designated on either a pay period or semester basis as permitted by the Union. Contributions are transmitted at the end of each semester (fall, spring or summer) in which a Faculty member who has elected to contribute teaches. COPE contributions are strictly voluntary and can be in any amount as determined by the member of the bargaining unit.
7. The University shall be relieved from making such check-off deductions from a member of the bargaining unit upon any of the following occurrences: (a) employment

separation; (b) transfer to a job other than one covered by the bargaining unit; (c) any pay period in which the employee does not receive any compensation from the University; (d) receipt from the employee of a written revocation of the check-off authorization within the appropriate time parameters as outlined on the Union Authorization Card; or (e) if the dues are expressed in a form other than as a percentage of gross compensation.

8. Notwithstanding the foregoing, upon the return of an employee to work following any of the reasons set forth in the previous paragraph, or upon receipt of another written authorization from a member of the bargaining unit in the form of a signed Union Authorization Card, the University will immediately resume the obligation of making said deductions, subject to the aforementioned provisions.
9. By the last day of each month, the University shall remit electronically to the Union all deductions for dues or fair share fees withheld from the wages of employees for the preceding month pursuant to this Section, together with a list of all Faculty Members for whom dues or fair share fees have been deducted and a report that contains each Faculty member's earnings for the relevant period. The Union may report missing or incorrect deductions as they become known. In the event that a payroll deduction for a bargaining unit member is processed incorrectly, the University shall correct the error within the next two pay periods after being informed of the error by either the bargaining unit member or the Union.
10. In addition to the aforementioned list, the University will provide the Union a list of all bargaining unit members, their home address, personal email address (if known) and phone numbers (if known), in October and March of each year. The University will also include the wages paid, course titles, and number of credits taught. For those courses in which the contact hours are tracked via monthly log sheets, the University will provide a report following the end of each semester that details the actual contact hours for each member of the bargaining unit for that semester. Additionally, for courses based on private instruction, including but not limited to Major Lessons and Applied Instruction for Non-Majors, the University will provide the student enrollment numbers for each course section.
11. The Union may request that a member of the bargaining unit who fails to join the Union, maintain Union membership, or pay a fair share fee shall be dismissed from teaching at the University at the end of the then-current semester. If the Union makes such a request, the University shall comply. Prior to any dismissal, the Union shall offer the Faculty member an opportunity within thirty (30) calendar days following the written notification from the Union to the University requesting dismissal to pay the required dues or fair share fees that have not been tendered. If the Faculty member fails to pay within that time period, and the Union so verifies, the University shall dismiss the Faculty member at the end of the then-current semester and said Faculty member will not be rehired until they pay the required dues or fair share fees.

12. Except for what is specifically agreed upon in this Article, the University assumes no further obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold harmless the University, its Board of Trustees, agents and other personnel from any claims, actions, proceedings, suits, judgments, expenses (including attorney's fees), attachments, and from any other form of liability that may arise out of or by reason of any action taken or not taken by the Union in compliance with this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

## **ARTICLE IV**

### **NON-DISCRIMINATION**

1. The University and the Union agree that no employee shall be discriminated against on account of race, color, creed, national or ethnic origin, religion, political belief, gender, gender identity or expression, body size, reproductive health/history, genetic information, sex, sexual preference and/or orientation, union membership, age (as defined by law), disability (provided the employee can perform the essential functions of the job with reasonable accommodation or without the need for accommodation) or military or Veterans' status.
2. The University will not retaliate against any bargaining unit member for filing a complaint of discrimination in good faith, or for cooperating in an investigation of alleged discrimination. The Union and the University agree that complaints should be filed in good faith and not filed in a malicious or knowingly false manner.
3. The non-discrimination and arbitration provisions of this Agreement are not intended to constitute a waiver of an employee's statutory remedies.
4. Discrimination against Volunteer Firefighters: In accordance with Pennsylvania law, the University will not terminate or discipline an employee who is a volunteer firefighter, fire police officer, or volunteer member of an ambulance service or rescue squad who, in the line of duty, has responded to a call prior to reporting to work and, as a consequence, misses work time. Any time lost from employment may be charged to the employee's regular pay. Furthermore, the University will not discriminate against an employee who has been injured in the line of duty as a volunteer firefighter, fire police officer, or volunteer member of an ambulance service or rescue squad. Employees who are called to volunteer service and lose work time must supply the employer with a statement from the chief executive officer of the volunteer fire company, ambulance service, or rescue squad, documenting the time of the call and the employee's presence at the scene.

## **ARTICLE V**

### **DIVERSITY EQUITY & INCLUSION COMMITTEE**

University of the Arts is an equal opportunity employer, and as such declares that no applicant shall be denied an opportunity to apply for employment, nor shall be denied consideration for employment, nor shall be denied employment on the basis of race, color, creed, national or ethnic origin, age, religion, disability, sex, sexual preference and/or orientation, marital status, pregnancy, gender identity and/or expression, genetic information, political affiliation, military or veteran status, or any other characteristic protected under applicable federal or state law.

The University also affirms that in all areas of personnel matters, such as initial employment, promotion, and retention, University of the Arts will actively source and recruit women, minorities, and other under-represented individuals.

The University agrees to gather input from the Diversity, Equity & Inclusion Committee (“DEIC”) regarding recruitment, hiring, retention, and promotion, in order to further their mutual goals of diversity, equity, and inclusion.

## **ARTICLE VI**

### **ACADEMIC FREEDOM**

1. The University of the Arts affirms and is guided by the ideal that all members of the faculty, whether tenured or non-tenured, are entitled to academic freedom as set forth in the 1940 Statement of Principles on Academic Freedom and Tenure jointly formulated by the American Association of University Professors and the Association of American Colleges. Specifically, the following language from the 1940 Statement defines what is meant by academic freedom:
  - a. “Institutions of higher learning are conducted for the common good and not to further the interests of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.”
  - b. “Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student in freedom in learning. It carries duties correlative with rights.”
  - c. “Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.”

- d. “Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.”
- e. “College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.”
2. For the purposes of this Article, “research” and “creative practice” will be understood to be equivalent.
  3. The Union recognizes that, at the time of ratification of this Collective Bargaining Agreement, the above statement of Academic Freedom also exists in the Faculty Handbook and that the Collective Bargaining Agreement does not apply to all teaching Faculty. In the event that the University, in consultation with the Faculty Council according to the process defined for revising the Faculty Handbook, revises the statement of Academic Freedom as presented in the Faculty Handbook, both parties, the Union and Administration, agree to meet to discuss any revisions and how those revisions relate to the Collective Bargaining Agreement, with the understanding that no changes to the CBA shall occur without negotiation and written agreement of both parties.

## **ARTICLE VII**

### **NO STRIKE/NO LOCKOUT**

1. Neither the employees, the union, nor any officers, agents, or other representatives of the union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support, or in any way participate in any strike, slowdown, sit-down, work stoppages, during the life of this Agreement.
2. If any employee or group of employees represented by the union should violate this provision, the union through its proper officers shall act immediately upon receipt of notice to notify the employer and such employee or employees in writing of its disapproval of such action, and shall within reason attempt to stop any such action by any employee or employees.
3. Employees participating in any strike, sympathy strike, slowdown, sit-down, work stoppage, may be subject to progressive discipline.



4. During the term of this Agreement or any extension thereof, the University shall not lock-out any employees covered by this Agreement.

## **ARTICLE VIII**

### **MANAGEMENT RIGHTS**

1. Except as otherwise provided in this Agreement, the management, administration, and control of the University's operations, programs, objectives, financial affairs, activities, mission, and resources, priorities, and direction of its working force, is vested exclusively in the University. These management rights include, but are not limited to, the following:

- a. to establish and administer procedures, rules, and regulations;
- b. to recruit, select, hire, direct, transfer, assign, reassign, promote, retain, layoff and furlough Faculty;
- c. to not rehire Faculty;
- d. to discharge, suspend, issue written reprimands, or otherwise discipline Faculty for just cause.
- e. to institute changes or reductions in the workforce;
- f. to organize, reorganize, institute, enlarge, eliminate, or reduce a college, department, program, or any other subordinate unit of the University; and to expand the University and its operations and businesses;
- g. to establish or modify the academic calendars, including holidays and holiday scheduling;
- h. to introduce or modify methods of instruction, including the use of technology and online courses;
- i. to determine who is taught, what is taught, when it is taught, which University of the Arts faculty member does the teaching, and the instructional modality (online, in person, hybrid).
- j. to exercise authority on academic matters, including but not limited to establishing or changing the curriculum, approving syllabi for courses, providing sample templates for rubrics, establishing rubrics for programmatic assessments for the purposes of accreditation, approving student learning outcomes, and establishing, changing, and canceling one or more sections of a particular course;
- k. to ensure consistency of learning outcomes across multiple sections of the same course;

1. to increase, decrease, or otherwise modify the number, qualifications, scheduling, course loads, hours, location, classification, responsibilities, and assignments of Faculty;
  - m. to establish, maintain, modify, or enforce standards of performance, conduct, order, and safety. Such standards may not conflict with established standards (such as Academic Freedom) as laid out in the Faculty Handbook or agreed upon in other sections of this bargaining agreement.
  - n. to assess and evaluate Faculty, determine the content of assessments and evaluations, and determine the processes and criteria by which Faculty are assessed and evaluated, including but not limited to determining whether peers, unit or department heads, students and/or others shall assess and evaluate Faculty;
  - o. to alter, extend, or discontinue existing equipment, facilities, or location of operations;
  - p. to establish, expand, reduce, combine, consolidate, or abolish any job classification;
  - q. to partner with accredited external educational organizations for all or any portion of any program and/or academic department which is not being offered by the University and has not been offered by the University within the term of the current CBA, and where such partnership(s) would not result in the elimination of any current full-time faculty positions nor the reduction of teaching loads for part-time faculty; and
  - r. To enter into course cross-registration agreements with other accredited external educational organizations.
2. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights during the term of this Agreement constitute a waiver of such rights by the University.
  3. The above enumeration of management rights does not supersede the rights of faculty outlined elsewhere in this collective bargaining agreement.

## **ARTICLE IX**

### **UNION RIGHTS**

1. Union representatives or their designee shall have reasonable access to University facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted or attempted to be disrupted.

2. The Union shall have access to meeting space on campus, subject to the same procedures as any and/or all other campus organizations.

3. The University shall provide the Union, without charge, designated office space for conducting Union business. No non-Union member shall be permitted to enter this office space without the presence of a Union member.

4. Each semester, the University shall provide the Bargaining Unit's elected Chapter Chair a 3 credit course release, acknowledging their role in conducting Union business in order to serve members of the bargaining unit. Should an adjunct be elected Chapter Chair, their position would be considered as service to the University.

5. Union representatives shall be given time by the University at all New Faculty Orientation sessions if held, or in the event of a virtual New Faculty Orientation process, union representatives shall be permitted to include content, in order to address new faculty bargaining unit members, and the University shall inform new faculty bargaining unit members of the Union's exclusive recognition, and of the location where an electronic copy of this Agreement can be viewed and/or downloaded.

6. The Union shall be permitted to post notices pertaining to legitimate and appropriate Union interests on designated University bulletin boards, provided that the posting itself or the act of posting does not constitute a disruption of business and classroom activities.

7. The Union shall have the right to use the Faculty mail boxes and University email to notify Bargaining Unit members about Union activities, provided that the posting itself or the act of posting does not constitute a disruption of business and classroom activities.

8. The Union shall have the right to post Union materials on a dedicated page of the UArts portal (intranet), and the right to edit that page. Documents shall be furnished by and at the sole expense of the Union, and the Union will bear full responsibility for compliance with copyright laws for all materials uploaded by the Union. A link to the Union website shall be included among the materials on the Union portal (intranet) page. As with all resource pages on the University intranet site, updates to the Union portal (intranet) page are the responsibility of the Union as the sponsor of the Union portal (intranet) page.

Materials posted on the Union portal (intranet) page will be appropriate to the workplace, politically non-partisan, and non-defamatory, and materials posted on the Union portal (intranet) will not disparage any person or group in the University community including, but not limited to, faculty, staff, alumni, students, management, board of trustees, honorary degree recipients, and guest speakers/guest artists and in compliance with state and federal law as well as with the University's Acceptable Use Policy. The Union shall indemnify, defend, and hold the University, its agents, and employees harmless against any claim, demand, suit, or form of liability arising as a result of the posting of any Union materials on the University intranet. Materials that are not posted in accordance with the provisions of the Article may be removed by the University. On the Union portal (intranet) page, the Union may not provide links to other

sites. The University will also include on its HR Careers public-facing web page a link to a PDF copy of the Collective Bargaining Agreement. On this site the union may include a link to the membership card.

## **ARTICLE X**

### **GRIEVANCE & ARBITRATION PROCEDURE**

**Definition.** A grievance (“grievance”) is any dispute between the parties concerning the interpretation, application or any alleged breach of a provision of this Agreement. Any grievance arising between the University and the Union shall be settled in the manner set forth below.

All grievances and appeals shall be submitted by electronic mail to the appropriate person under each Step below, with a copy to the Associate Vice President for Human Resources, or designee, at each Step, within the prescribed time frames.

Such grievances and appeals shall include:

- A complete description of the grievance, the date(s) of the cause of the grievance, and facts upon which it is based;
- The desired remedy; and
- Each and all applicable section(s) of this Agreement claimed to have been violated. The parties may extend any of the deadlines or skip one or more steps of the grievance procedure in a particular grievance by mutual, written assent.

**Effect of Failure to Process Grievance.** The disposition of any grievance at any step of the grievance procedure shall be final and binding, and any grievance shall be considered settled based on the University’s last response if the grievance is not timely moved to the next step by the Union. Upon failure of the University to respond to any level of the grievance procedure within the time limits specified the Union may automatically move the grievance forward.

**Time Frames.** Unless otherwise noted, all time frames referred to in this Article shall be understood to be working days. Whenever a time period is specified, the day of the event or action which commences the period shall not be included for purposes of calculating the length of the period. Time frames may be extended by mutual agreement of the University and the Union.

**Working Days:** Working days are defined as those days on which the University’s offices are open and otherwise excluding Saturdays, Sundays, or University holidays.

**Expedited Procedures.** In cases challenging the termination of a bargaining unit member’s employment, the Union may initiate the grievance process at Step Two below.

**Step 1:** The Chapter Chair or other Union officer shall submit the matter in writing by electronic mail within twenty (20) working days after the Union knew or should have known of the alleged violation. The grievance will be submitted using the mutually agreed-upon grievance form to the Associate Vice President for Human Resources, or designee, with a copy of the form to the aggrieved faculty member(s)' immediate supervisor. The supervisor, a Union representative, and the aggrieved faculty member(s) shall find a mutually agreeable time to discuss the grievance within twenty (20) working days of the receipt of said grievance. The supervisor shall have fifteen (15) working days after such meeting to attempt to settle the matter and respond in writing by electronic mail to the President of the United Academics of Philadelphia ("UAP"), or their designated representative.

**Step 2:** If the grievance is not satisfactorily resolved at Step 1, the Union may pursue the grievance further by submitting the matter in writing by electronic mail, using the appropriate Grievance form, to the Provost within fifteen (15) working days of the supervisor's response at Step One.

The Provost or their designated representative as assigned shall, within fifteen (15) working days of his/her receipt of the grievance, meet with the grievant(s) and a representative of the Union, and answer the grievance in writing by electronic mail within fifteen (15) working days to the President of the UAP, or their designated representative.

**Step 3:** If the grievance is not satisfactorily resolved at Step 2, the Union may pursue the grievance further by submitting the matter in writing by electronic mail, using the appropriate Grievance form within fifteen (15) working days of receipt of the Step 2 answer, submit the grievance to the Associate Vice President for Human Resources of the University, or designee.

The Associate Vice President for Human Resources or their designee shall, within fifteen (15) working days of receipt of the grievance, meet with the parties involved and answer the grievance in writing by electronic mail within fifteen (15) working days to the President of the UAP or their designee.

**Step 4:** If the grievance is not satisfactorily resolved at Step 3, the Union may, within fifteen (15) working days after the receipt of the written decision of the Associate Vice President for Human Resources or their designee-at Step 3, submit the matter in writing to the American Arbitration Association for arbitration under then existing Labor Arbitration rules, and with a simultaneous written copy by electronic mail to the Associate Vice President for Human Resources or their designee-of such request. If the Union fails to submit a grievance to the American Arbitration Association in the time period set forth hereunder, the grievance shall be considered moot and resolved.

**Authority of Arbitrator.** The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this Agreement.

**Expenses.** The decision of the arbitrator shall be final and binding upon the parties. The arbitrator's fees and those of the American Arbitration Association shall be shared equally between the Union and the University, but each party shall bear its own costs of presenting its case to the arbitrator.

The grievant may be represented by UAP at any step of this procedure upon their request.

Failure to render a decision at any step of this procedure within the specified time limits shall permit it to be advanced to the next step of the procedure.

The time limits at any step of this procedure may be extended by mutual agreement in writing by the Union and the University.

The Union may initiate or appeal a grievance which affects more than one member of the bargaining unit.

The Union shall be notified of any and all meetings held to resolve a grievance and shall have the right to be present at such.

Meetings under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such meetings are during working hours, all employees who are needed at the meetings shall suffer no loss in pay or other benefit.

## **ARTICLE XI**

### **SENIORITY**

1. Seniority for the purpose of this Agreement shall be based upon a bargaining unit member's length of employment in any faculty position in the University. For full-time faculty, this shall be calculated based on initial appointment to a full-time faculty position. For part-time faculty, this shall be calculated based on the number of semesters taught. In the event bargaining unit members have the same length of service, their respective seniority shall be determined by the earlier date of commencement of employment at the University. If bargaining unit members continue to have the same seniority date, their respective seniority shall be determined by a coin toss.
2. If a part-time faculty member transitions from part-time to full-time at the University, each academic year with two (2) or more semesters of part-time teaching at the University will be counted as the equivalent of one (1) academic year of full-time experience for purposes of seniority calculation. A part-time faculty member teaching a single semester in an academic year will accrue one-half of one (1) academic year of full-time experience. If a full-time faculty member transitions from full-time to part-time status, each academic year of full-time experience at the University will be

considered equivalent to two (2) semesters of part-time teaching for purposes of seniority calculation.

3. Seniority does not accrue during periods in which a faculty bargaining unit member is on a leave of absence or is (re)assigned to a non-faculty position outside the bargaining unit.
4. For newly-hired full-time faculty members with previous part-time or full-time teaching experience, the University reserves the right to determine the number of previous years of experience that will be credited to equivalent years of service at University of the Arts for seniority purposes.
5. Human Resources shall maintain seniority lists of bargaining unit members, including the date of hire and number of semesters taught. Copies of such seniority lists shall be furnished each semester to the Union.
6. Employees lose seniority rights for all purposes under this Agreement for the following reasons:
  - a. Resignation;
  - b. Discharge for just cause;
  - c. Failure to return from layoff after receiving recall notice;
  - d. Continuous layoff of three (3) years or more; or
  - e. Failure to timely return from an authorized leave of absence.
  - f. Acceptance of a permanent non-faculty position at the University outside of the bargaining unit.

## **ARTICLE XII**

### **APPOINTMENTS FOR PART-TIME FACULTY**

1. Except as otherwise provided herein, appointments shall be made on a semester or academic year basis and shall be limited in duration to the particular semester or academic year for which the Part-Time Faculty Member is retained.
2. During the first four (4) semesters in which a Part-Time Faculty Member has taught at UArts, the University will normally appoint a Part-Time Faculty Member to a term of one (1) semester. However, during this time the University shall retain the right to hire a Part-Time Faculty Member for a longer period of time.
  - a. For those Part-Time Faculty Members who have fewer than four (4) semesters of university-level teaching at UArts, the University shall decide in its discretion

whether or not to offer another appointment to the faculty member for another academic year or semester. No formal notice of non-reappointment will be required.

3. Eligibility for Academic-Year Appointments: Part-time Faculty Members will become eligible to receive academic-year appointments after teaching four (4) semesters within a four (4) year period.
4. Criteria for Appointment and Re-Appointment: The decision to appoint or reappoint a Part-Time Faculty Member on an academic-year appointment shall take into consideration the following criteria:
  - a. The Part-Time Faculty Member's teaching performance;
  - b. The Part-Time Faculty Member's disciplinary record;
  - c. Elimination or downsizing of a Department or Program as approved by the University Curriculum Committee; a reduction in the number of courses or sections offered; or other general curriculum modifications made to a program;
  - d. The hiring of a Full-Time Faculty Member or the reassignment of course work to current Full-Time Faculty Members, that has the effect of reducing the need for a Part-Time-Faculty Member's services.
5. Academic-Year appointments shall be determined according to the timeline established below.
  - a. Following the completion of four (4) semesters, subject to the criteria detailed in section 4 above, Part-Time Faculty Members shall be offered an academic year appointment. If the University wishes not to offer such an appointment, it shall provide the Part-Time Faculty Member and the Union written notice identifying the criteria in Section 4 of this Article that warrants non-reappointment. Such notices will be provided no later than June 1 after completion of a Part-Time Faculty Member's fourth (4th) semester of teaching at the University.
  - b. Following the completion of an-academic -year appointment, Part-Time Faculty Members shall be continually eligible for additional academic-year appointments. If the University wishes not to offer another appointment, it shall provide the Part-Time Faculty Member and the Union written notice identifying the criteria in Section 4 of this Article that warrants non-reappointment. Such notices will be provided no later than June 1 of the current appointment.
6. Course Load for Academic-Year Appointments: Once a Part-Time Faculty member is given an academic year appointment, their course load for the appointment will be set based on projected enrollment needs for the prospective academic-year appointment.



The university will make reasonable efforts to maintain the same average yearly teaching load taught by the Part-Time Faculty Member in the previous two (2) academic years and rounding to the nearest half credit. However, this number may be reduced because of the Part-Time Faculty Member's voluntary choice, or in the University's reasonable discretion under the following circumstances:

- a. The hiring of a full-time Faculty Member or the reassignment of course work to current full-time Faculty Members that has the effect of reducing the need for a Part-Time-Faculty Member's services;
  - b. The reassignment of course work to a current part-time Faculty Member with a greater number of Fall or Spring semesters taught;
  - c. Elimination or downsizing of a Department or Program; a reduction in the number of courses or sections offered; or other general curriculum modifications or needs.
7. Those Part-Time Faculty Members who are not covered under FMLA, who are teaching under an existing academic-year appointment, shall have the right to suspend or interrupt the appointment term on an unpaid basis for one (1) whole, regular, 15-week semester for family or medical leave within a 12-month period in connection with a qualifying condition. This shall require that a signed certification of the qualifying condition(s) precipitating suspension of the academic-year appointment be submitted to the Human Resources Department. Generally, the certification must be submitted at least thirty (30) days in advance of the leave when the need for suspension or interruption is foreseeable, or within three (3) days of the event when the need is not foreseen. University of the Arts reserves the right to request additional information or to deny the leave if the certification is insufficient in describing a qualifying condition. This suspension or interruption shall not affect any other terms of the appointment. Qualifying conditions include:
- a. The birth or care of a child within one year of birth;
  - b. The placement with the Part-Time Faculty Member of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - c. Caring for a spouse/domestic partner, child, parent, or a child or parent of a spouse/domestic partner with a serious health condition;
  - d. The pursuit of care or treatment for a serious health condition impacting the Part-Time Faculty Member's ability to teach.
8. Nothing shall preclude the University from offering additional courses beyond the guaranteed course load reflected in the Part-Time Faculty Member's academic-year appointment; however, the Part-Time Faculty Member shall be under no obligation to accept the additional course work. If the Part-Time Faculty Member accepts the

additional course work, there will be no impact on the course load reflected in the Part-Time Faculty Member's academic-year appointment.

9. Nothing herein shall entitle a Part-Time Faculty Member to be assigned a particular course or courses.
10. A Part-Time Faculty Member who is terminated prior to the expiration of any appointment for misconduct or failure to abide by Program, School or University policies and procedures may grieve the termination under the Grievance and Arbitration Procedure.

### **ARTICLE XIII**

#### **PROGRESSIVE DISCIPLINE**

1. The University uses the process of progressive discipline to address problems of misconduct or patterns of poor job performance. Progressive discipline is intended to be a counseling process, rather than a process that is strictly punitive. While most disciplinary and performance issues are appropriately handled by following the steps of progressive discipline in order, in cases of more serious, egregious, and/or criminal conduct the University may respond with any action it deems appropriate up to and including immediate termination without prior verbal or written warning.
2. If prior discipline is considered in subsequent disciplinary actions, such prior discipline must be referenced in the new notice of discipline. Prior discipline that has been deemed to be removed from a bargaining unit member's record may not be used in determining the level of discipline issued in subsequent disciplinary actions.
3. All steps of progressive discipline must be documented and provided to the faculty member. Copies of any documentation required in Steps 3-4 of the disciplinary schedule below shall also be sent to the member's elected union representative at the time they are sent to the faculty member.
4. Copies of all documented warnings and notices of suspension must be included in the employee's permanent personnel file. Employees who have received written warnings and/or notices of suspension and do not agree with the content or wish to have their comments included may submit a written rebuttal/statement to the Associate Vice President for Human Resources for inclusion in their file.
5. A bargaining unit member shall be entitled to have a union representative present, upon request, at any meeting which the bargaining unit member reasonably believes could result in disciplinary action to that bargaining unit member.
6. If a bargaining unit member is suspended pending the outcome of an investigation into potential discipline or termination, the suspension shall be paid. If a bargaining unit member is placed on an investigatory suspension, upon request of the affected

bargaining unit member, a meeting with the Dean or Provost will be scheduled. Such meeting may be held virtually at the discretion of the University.

7. The steps of progressive discipline shall include, at minimum:

**Step One:** Verbal warning (which will be documented to the file)

**Step Two:** Written warning (with referral to improvement plan)

**Step Three:** Final written warning that may also include, for full-time faculty only, an unpaid suspension of no more than two weeks.

**Step Four:** Termination.

## ARTICLE XIV

### **ADJUNCT SERVICE COMPENSATION**

1. All adjunct faculty non-teaching service shall be defined and assigned by the School and such service will be compensated at a minimum hourly rate of \$60/hour.
2. In the event that the University requests and approves non-teaching service that an adjunct faculty member had previously performed for the University, that same service shall not be compensated at a rate less than had been previously paid.
3. Adjunct faculty members are not required to accept any paid non-teaching service, but have the option of doing so, if available and offered by the University.
4. Adjunct faculty members will not be compensated for attendance at and participation in meetings of the Board of Trustees and Board Committees.

## ARTICLE XV

### **COURSE CANCELLATION**

1. In the event a course assignment is made but then canceled or reassigned by the University, the part-time faculty member will receive a payment equaling (a) a one-time lump sum payment of \$500 for a course that is canceled or reassigned less than one (1) week before the first scheduled class or (b) a one-time lump sum payment in a pro-rated amount for a course that is canceled or reassigned after the 1st scheduled class; such amount will be based on the number of classes taught out of the total planned number of classes, but shall be no less than \$600.
2. In the event of a course cancellation, if the University is willing to pay the part-time faculty member their previously established full rate, and the faculty member agrees to the same, then the University is welcome to retain that faculty member for their scheduled time. The total

number of original class time hours will then be allocated, in terms of the scope and nature of the work, in agreement between the faculty member and their relevant supervisor.

## **ARTICLE XVI**

### **TUITION REMISSION**

1. At UArts: Full-time Faculty may take up to twelve credits, or the equivalent of twelve credit hours in non-credit-bearing or credit-bearing courses, per year in University programs with full tuition remission, excluding general or specific fees or deposits. Students shall have first priority for registration. Full-time faculty may register on a space available basis. Private lessons through the School of Music and School of Theater are not eligible for tuition remission under this provision.
2. Non-UArts Classes: Full-time faculty, after one full year of service, may take credit-bearing courses at accredited post-secondary institutions of higher education other than the University at a reimbursement of 70% of the actual cost of tuition only per course, excluding fees and deposits.
  - a. Tuition is only reimbursable (i) for courses related to the full-time faculty member's scholarly and/or creative work, and (ii) contingent upon available funding.
  - b. Tuition is not reimbursable for non-credit courses, or credit bearing courses that the full-time faculty member audits.
  - c. As to paragraph 2a(i) above, prior approval of the department head or appropriate authority is required. As to paragraph 2a(ii) above, prior approval by Human Resources is required. No approval of a request to reimburse the employee upon successful completion of the course will be unreasonably denied.
  - d. Contingent upon the above-mentioned approval, reimbursement will be made upon the employee's presentation to Human Resources of a copy of the paid invoice reflecting the actual cost to the employee and submission of a grade report which certifies that the employee has successfully completed the course and received a grade of "C" (2.0 on a 4.0 scale) or better.
  - e. General lab or activity fees and the cost of textbooks, writing supplies or other supplemental materials are not reimbursable.
3. All tuition benefits for full-time faculty combined (internally and externally) may not exceed twelve credits per calendar year per full-time faculty member.
4. At UArts: Part-Time Faculty will receive 100% tuition remission, excluding course and program specific fees, for classes taken at UArts for up to three (3) credits per semester

in which they are teaching. Students shall have first priority for registration. Part-time faculty may register on a space available basis. Private lessons through the School of Music and School of Theater are not eligible for tuition remission under this provision.

5. Spouses and domestic partners of full-time faculty are eligible for 50% tuition remission for up to three credits, or the equivalent of three credit hours in non-credit-bearing courses, per semester in the instructional programs at UArts after one full year of service. Students shall have first priority for registration. Spouses and domestic partners of full-time faculty may register on a space available basis. This does not apply to private lessons.
6. Dependent children (less than 25 years of age) of full-time faculty with two years of service receive full tuition assistance in any of the University's credit- and/or non-credit-bearing programs contingent upon admission. Fees, books and housing are not included. Such children are also eligible for tuition assistance in any member institution of the Tuition Exchange Program, after three years of service, subject to the normal tuition exchange quota regulations to a maximum of four years. Proof of financial dependency of children must be provided.
7. In the event that an eligible child cannot be helped through the Tuition Exchange Program, full-time faculty, after two years of employment, may apply for a tuition grant. The child must be attending an accredited post-secondary institution of higher education as a full-time, matriculated, undergraduate student. Full-time faculty are eligible to receive a grant for their children of \$1,500.00 per academic year (\$750.00 per semester) with total assistance, not to exceed \$6,000.00 per child. Tuition awards for dependent children may not be combined with other University scholarships and are limited to one type of award per academic year. Assistance, either through tuition remission, Tuition Exchange Program or tuition grant, will be limited to a maximum of four children of the qualifying faculty member.
8. Non-matriculated dependent children (under the age of 25) of full-time faculty, after one year of service, are eligible to receive 50% tuition remission, minus any fees, in any of the University's credit- and/or non-credit-bearing programs.
9. Dependent children of full-time faculty under 25 years of age receive 100% tuition remission, minus fees, for enrollment in the Pre-College Programs (including the Saturday Arts Lab, the Saturday School and the Pre-College Summer Institute). Proof of financial dependency must be provided. The student receiving tuition remission must be the dependent child of the faculty member. A child is considered a dependent when the faculty member provides 50% or more of the child's support and is claimed as a dependent on the faculty member's federal tax filing. The child must be the faculty member's dependent at the time the benefit is awarded and for any previous three years during the child's lifetime. The faculty member must continue to provide 50% or more of the child's support during the term(s) the benefit is received.

10. Dependent children of part-time faculty under 25 years of age receive 50% tuition during the faculty member's first 2 semesters teaching, minus fees, for enrollment in the Pre-College Programs (including the Saturday Arts Lab, the Saturday School and the Pre-College Summer Institute). After 2 semesters of teaching, dependent children receive 100% tuition remission, minus fees, for enrollment in the Pre-College Programs. Proof of financial dependency must be provided. The student receiving tuition remission must be the dependent child of the faculty member. A child is considered a dependent when the faculty member provides 50% or more of the child's support and is claimed as a dependent on the faculty member's federal tax filing. The child must be the faculty member's dependent at the time the benefit is awarded and for any previous three years during the child's lifetime. The faculty member must continue to provide 50% or more of the child's support during the term(s) the benefit is received.

## **ARTICLE XVII**

### **FULL-TIME FACULTY MENTORSHIP**

Regular feedback from program directors provides an opportunity to explore successes and mutual concerns, and for the faculty member and program director to agree on goals for the year, as well as to assess faculty progress and expectations in preparation for promotion and/or reappointment reviews. These conversations also ensure that faculty are receiving the support they need around their teaching and creative processes.

Program directors will meet individually with all full-time faculty — whether tenured or on multi-year appointments or on a visiting appointment — for an annual performance conversation except when they are scheduled for a biennial evaluation, or a review for reappointment, or promotion in rank.

These conversations are one-on-one meetings to ensure that open communication exists between faculty and administration. These conversations are not to serve any disciplinary function.

## **ARTICLE XVIII**

### **LEAVE**

1. The University will comply with the terms of the Family and Medical Leave Act (FMLA), as amended, and as in effect at the time of the applicable leave; at the time of this agreement, FMLA provides protected, unpaid leave for family and medical reasons, including caring for children and family members who have a serious medical condition. The faculty member must use all accrued, unused sick leave days to cover some or all of the otherwise unpaid FMLA leave.
2. Bereavement: In the event a full-time or part-time faculty member suffers a death in their immediate family, they shall receive up to seven (7) consecutive calendar days off with no loss of pay. "Immediate family" shall be defined as spouse, partner, parent,

parent-in-law, child, grandchild, sibling, or any relative residing in the same household as the faculty member and individual(s) who served as legal guardian of the employee. Faculty members shall similarly receive up to three (3) consecutive calendar days leave of absence with no loss of pay in the event of a deceased grandparent, and one (1) working day for the passing of another relative, friend or colleague.

3. Jury/Subpoenaed Witness Duty: Employees called upon to serve as jurors or subpoenaed witnesses will continue to receive full salary during periods of absence necessitated by appearance in court. Employees must notify their supervisor of the need for time off for jury duty or subpoenaed witness leave as soon as they receive a jury notice or summons from the court or a subpoena to appear as a witness. Employees serving as jurors or subpoenaed witnesses are expected to communicate with their supervisors regularly to advise of the expected duration of court service or appearance. Employees may be requested to provide a written verification of court service or appearance.
4. Creative Leave/Sabbatical for Full-Time Faculty:
  - a. Assistant Professor Creative Leave: The university shall endeavor to provide support for Assistant Professors research or creative activity agenda, through release time (up to three courses over a three-year period) or a semester of paid leave, between the final year of their first appointment and the end of the fourth year of their second appointment. Release time or a semester's leave is granted after submission to the faculty member's Dean and the Provost/VP for Academic Affairs of a clear proposal for how the time will be used productively. While this support must be conditional based on funding, it is a significant priority for the University, and may take precedence over the funding of sabbaticals for senior faculty.
  - b. Associate Professor/Professor Sabbatical: Associate Professors and Professors are eligible to apply for sabbatical leave after having accumulated fourteen semesters of full-time teaching at the University from their initial appointment or from their most recent sabbatical. If an Associate Professor or Professor received a semester of leave or three course releases prior to promotion, then he or she must teach for fourteen consecutive semesters following that leave or the final course release prior to becoming eligible for sabbatical leave. If the number of requests for sabbatical in any one year threatens the stability of a particular School or program then the institution reserves the right to limit the number of sabbaticals awarded for that year. If the University's finances or the needs of a particular School or program prevent the awarding of sabbatical to a faculty member who has proposed a worthy project, that faculty member will have the high priority for funding in the next year. When a sabbatical has been approved, the faculty member will be compensated at full salary for one semester or half salary for an entire academic year. Salary means the equivalent of the base salary provided for the academic year in question; it does not include stipends or any special remuneration for services. Normal raises and benefits

will not be withheld by reason of the sabbatical leave. Moreover, while the faculty member is on sabbatical, both the faculty member and the University will continue to pay their respective shares toward retirement; group life, health and disability insurance; and federal programs to the extent permitted and required by law. Eligible faculty may be provided, in lieu of a traditional sabbatical, a series of course releases from teaching equal to 50% of a full-time load for an academic year. These course releases shall be provided over a period of time not to exceed four semesters.

5. Full-Time Faculty Leaves for Service to the American Federation of Teachers (AFT): Any faculty member who is elected or appointed to a full-time position with the AFT or its affiliated organization, will upon written application submitted ninety (90) days, but not less than sixty (60) days, prior to the start of the semester, be granted a leave of absence without pay for a period not to exceed two (2) semesters, or not to exceed two (2) years, if elected or appointed to an AFT office of such term. Upon return to the University, after having completed such service, such faculty member shall be placed on their prior assignment, or as close thereto as possible, with all accrued benefits and increments to which they would have been entitled had they been in regular service of the University, subject to the payment of contributions provided for hereafter, where necessary. Faculty members on such leaves of absence can continue their benefits through COBRA.
6. Full-Time Faculty Professional/Academic Leaves: Unless there is a reasonable basis for denial including hardship for the school, professional/academic leaves of absence without pay for full-time non-probationary faculty members will be approved by the University for one (1) academic year, which may be renewed for one additional year, at the sole discretion of the University. Purposes for such leaves of absence are to pursue projects related to professional or academic interest which may include acceptance of a fellowship, residency required for an advanced degree, full-time graduate study, research, and/or other reasons to be determined by the University which would be of benefit to both the professional faculty member and the University. One (1) semester leaves without pay may be granted at the sole discretion of the University. Applications for leaves of absence must be made in writing to the appropriate Dean no less than ninety (90) days prior to the date on which the requested leave would begin. Applications shall state the reasons for the leave and the contemplated results which would further the educational pursuits of the University. The Dean shall state in writing a recommendation and its basis to the Provost/VP for Academic Affairs. Copies of said recommendations shall be forwarded to the applicant by the Department Dean and the Provost. When the Provost/VP for Academic Affairs reaches a decision, either granting or not granting said leave, the reasons in writing shall be sent to the applicant no less than thirty (30) days after the date of application of said leave. Faculty on leave are required to notify their respective Dean ninety (90) days prior to the date of their intended return. Upon return to the University, after having completed such unpaid leave of absence, such faculty member shall be placed on their prior assignment, or as close thereto as possible, with all accrued benefits and increments to which they would have been entitled had they been in regular service of the University. An official leave



of absence is ordinarily not counted as time in service for purposes of promotion and reappointment, except in the case of some honorific awards, such as fellowships. Salary and benefits are not paid by the University and seniority is not accrued by the faculty member during such leaves of absence. Faculty members on such leaves of absence can continue their benefits through COBRA.

7. Full-Time Faculty Voluntary Partial Leaves: As a consequence of unusual personal or professional needs, including but not limited to: preparation for an exhibition or publication, a commission or a performance, graduate study, temporary family responsibilities or physical limitations, a full-time faculty member may request a reduced load. Requests for reduced teaching loads should be directed in writing to the appropriate school dean. Final approval of a reduction in load with proportional reduction in compensation is the responsibility of the provost/vp for academic affairs. Unless there is a reasonable basis for denial, including but not limited to an adverse effect on the teaching capacity of a subject area or compromising the mission of the school, voluntary partial leaves will be approved by the Provost/VP for Academic Affairs for one (1) or two (2) semesters. Applications for such leave shall be made in writing to the Dean. Such requests will be considered up to sixty (60) calendar days prior to the semester of the requested leave. Faculty on such status shall maintain a proportionate number of office hours and advisees, and shall contribute a proportionate amount of effort to general department and University work. Voluntary partial leave shall not reduce the faculty member's load below one-half the normal load, nor shall it affect their status as a member of the bargaining unit, any other provisions of this Agreement notwithstanding. During the reduced teaching load period, benefits, including health insurance and life insurance will continue, but compensation will be reduced in proportion to the reduction in University work. Seniority shall continue to accrue. Reductions in load shall not normally extend beyond four consecutive semesters without affecting the faculty member's full-time status. Should the faculty member desire to continue the load reduction beyond this period, the University may require them to relinquish full-time status in favor of part-time status.
8. Full-Time Faculty Sick Leave: Full-time faculty employees covered by this Agreement shall be entitled to paid sick leave to the extent and as provided hereunder:

Each academic year each full-time faculty employee will accrue one (1) sick day per month for nine (9) months for a total of nine (9) days per academic year. Unused paid sick day credits may be carried over from one academic year to another to a maximum accumulation of thirty (30).

- a. For each work day missed as a result of sickness that is not handled by collegial coverage or made up by the faculty member, one work day will be deducted from the accumulated sick leave days credited to the employee. There shall be no charge against accumulated sick leave if the class(es) is(are) collegially covered or made up under the normal practices. Missed work days that are covered collegially or made up by the faculty member must be approved by the Program Director or their designee. The number of missed work days in which

no charge will occur against accumulated sick leave with makeup sessions or collegial coverage shall not exceed two per semester or a maximum of three per year.

- b. Full-time faculty members are expected to be available to substitute for an absent colleague at the University up to two times per semester, or a maximum of three per year, without additional compensation. If this limit is exceeded, the Full-Time faculty member will be paid at their overload rate.
  - c. For absences of three (3) or more scheduled work days, the Human Resources Dept may require a certification from a licensed or certified health care provider.
  - d. If an illness continues for an extended period, employees shall exhaust all available accumulated and current academic year sick days prior to being provided coverage under the disability insurance program. Employees with available accumulated and current year sick days may continue in full pay status until all available sick days are exhausted. Employees may not receive full pay from sick day credits and disability insurance program payments concurrently.
  - e. With the effective date of this agreement, all previously accumulated unused sick days shall remain intact.
9. Part-Time Faculty Sick Leave: Employees covered by this Agreement shall be entitled to paid sick leave to the extent and as provided hereunder:
- a. Adjunct faculty members may miss up to two days per semester due to illness without a loss of pay.
  - b. Collegial coverage, if provided, must be approved by the Program Director or their designee.
  - c. Part-Time Faculty members who provide collegial coverage shall be paid their equivalent per-credit rate. Full-Time Faculty members who perform such coverage shall be paid in accordance with 8(b) above.
10. The University will comply with the terms of the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended, and as in effect at the time of the applicable leave; at the time of this agreement, this Act provides unpaid leave for both active duty and reserve service members.
11. The University will comply with the terms of the Philadelphia Domestic Abuse Leave Ordinance (PDAL), as amended, and as in effect at the time of the applicable leave. At the time of this agreement, PDAL provides support services and unpaid leave time for victims of domestic abuse, sexual assault, or stalking.

## **ARTICLE XIX**

### **PROMOTION & REAPPOINTMENT OF FULL-TIME FACULTY**

#### **Full time Faculty Ranks**

##### **Assistant Professor**

The rank of Assistant Professor is awarded to faculty who possess a terminal degree in their discipline or have the equivalent in research, scholarship, and/or creative or professional practice and demonstrate excellence in one of the following categories and a good level of performance in the others:

1. research, scholarship, and/or creative or professional practice as recognized in the relevant field or disciplines;
2. teaching

##### **Associate Professor**

The rank of Associate Professor is awarded to faculty who possess a terminal degree in their discipline or have the equivalent in research, scholarship, and/or creative or professional practice and demonstrate excellence in two of the following three categories and a good level of performance in the remaining one:

1. research, scholarship, and/or creative or professional practice that has ongoing recognition in the relevant field or discipline;
2. teaching;
3. service

All faculty members appointed or promoted to Associate Professor are expected to undertake leadership roles in the university provided those roles are available to them.

##### **Professor**

The rank of full Professor is awarded to faculty who possess a terminal degree in their discipline or have the equivalent in research, scholarship, and/or creative or professional practice and demonstrate excellence in all of the following three categories:

1. research, scholarship, and/or creative or professional practice that has ongoing national or international recognition and has been recognized for its distinction in the relevant field or discipline;
2. teaching;

### 3. service

A faculty member's promotion to the rank of full Professor is awarded for having demonstrated excellence and substantial achievement in the field of 1) pedagogy, teaching, and learning; 2) in research, scholarship and/or creative/professional practice that has gained national and/or international recognition since promotion to an Associate Professor. All faculty members promoted to full Professor are expected to have continued to undertake important leadership roles in the University. Typically, promotion to full Professor takes place no sooner than five years after promotion to Associate Professor.

There are two paths for promotion to full Professor:

#### 1. Pedagogy path:

On this path, the faculty member will have demonstrated outstanding pedagogical leadership that could include, but is not limited to, the development of new academic programs and/or amendments to existing programs that help determine the future path of the university; curricular development; and pedagogic innovation. In addition, the faculty member will have maintained a high standard of scholarship, professional or creative practice, advising, and mentoring.

#### 2. Research, scholarship, and/or creative or professional practice path:

On this path, the faculty member will have continued to produce substantial work recognized for its distinction in the relevant field or discipline(s) (this can include earlier work that has demonstrably gained in significance since prior promotion) and will have maintained a high standard of pedagogy, teaching, and learning; advising, and mentoring.

### **Biennial Reviews**

1. Biennial reviews will be conducted by the Dean in consultation with the Program Director for the purpose of evaluating faculty in relation to the criteria for reappointment and promotion. These biennial reviews will constitute a dialogue between the Dean, Program Director and faculty in the spirit of collegiality and mentorship. This written review should articulate any concerns relative to the criteria of scholarly/creative activity, teaching effectiveness, and service that should be addressed before promotion or reappointment, with the understanding that reappointment for Associate and full Professors is presumed (presumption of renewal), but predicated on continuing to meet or exceed the expectations for the faculty's rank.
2. Biennial reviews will also include a classroom evaluation by a peer other than the Dean, who will be selected by the Dean. The procedure for peer evaluations of teaching involves the following.

- a. The Dean assigns an appropriate faculty member of equal or higher rank, or a Program Director, to be a peer evaluator. If the faculty member to be evaluated is a Dean, then the Provost/VP for Academic Affairs makes the assignment.
  - b. The peer evaluator speaks with the faculty member to be evaluated to agree on at least 4 course meeting times in the semester well suited to a classroom visit. The peer evaluator shall select one of the agreed upon times to conduct the classroom visit. The faculty member must also provide any context concerning the course, the student cohort, or the syllabus, that may be useful to the evaluator.
  - c. The peer evaluator prepares a written report of the classroom evaluation and shares it in draft with the faculty member. After discussion, the peer evaluator completes the report and submits it to the Dean, who will share it with the Provost/VP for Academic Affairs.
3. The Dean will share their review letter composed in collaboration with the Program Director and peer classroom review report with the faculty member, who may respond to the letters. The Dean and Program Director may then choose to revise the review.
  4. The Dean will provide the faculty member and the Provost/VP for Academic Affairs the final review and invite the faculty member to provide the Provost/VP for Academic Affairs with a response to the final letter in writing. If there have been concerns expressed by the Dean, the faculty has the right to ask for a meeting with the Dean to discuss, and a meeting will take place within a month of the request and shall include a union representative upon request of faculty. In advance of such a meeting, the faculty member shall submit in writing their specific concerns for discussion.
  5. If the timing is such that a faculty member's biennial review cycle coincides with their reappointment or standing for promotion, the reappointment/promotion process will function as the biennial review for that year.

### **Evaluation Criteria – Full-Time Faculty**

A faculty member of the University of the Arts is an artist-teacher or a scholar-teacher held in high regard for achievements in both teaching and in creative activity and/or scholarship. Faculty must exhibit activity at the level of their rank or higher within each area of criteria in each year of their appointment.

All faculty are evaluated in the following three areas (not in order of importance):

1. research, scholarship, and/or creative or professional practice;
2. teaching;

3. service to the University and community, profession and student body.

### **Research, Scholarship, and/or Creative or Professional Practice**

The mission of the University and the value of effective teaching necessitate active involvement in creative and scholarly developments in the individual's field. An individual faculty member's creative or scholarly work should be evaluated in terms of its quality, its level of recognition among peers, and its significance to the particular discipline.

The University is sensitive to the vagaries of the marketplace, shifting trends in the art world and their relationship to professional reputations in the creative arts. For this reason, emphasis is placed on peer review, including the use of outside reviewers for candidates for promotion. Though there may be a direct correspondence between commercial success and recognition of excellence, no such correspondence should be assumed. It is also to be expected that the type and amount of creative work may vary or change over the course of a career, depending on the field.

Evidence of appropriate endeavors may include, but are not limited to the following:

1. participation in regional, national or international exhibitions, presentations, festivals, and/or performances outside and within the University;
2. peer-reviewed publications, including print and digital work, podcasts and interactive design;
3. inventions and patents;
4. commissions of creative work; or commercial productions of creative work
5. advanced study;
6. presentation at or participation in panel discussions at regional, national, or international professional meetings and/or conferences.
7. participation in artist residencies regionally, nationally or internationally; or election or appointment to creative or scholarly posts;
8. receipt of fellowships and grants from regional, national or international organizations and from within the University;
9. producing or curating exhibitions and/or performances of other artists' works within and outside the University;
10. collaborative and/or interdisciplinary work;

11. serving as a mentor in a formal mentorship program outside of the UArts community.

Each faculty member has an obligation to maintain a high level of professional competence and to keep abreast of developments in their field. In addition to creative or scholarly work, other evidence of professional involvement and accomplishment may include, but is not limited to the following:

1. appointment in a creative or scholarly capacity to a regional, national or international post;
2. participation or leadership in professional organizations, conferences and institutes;
3. presentation of papers before learned/artistic societies;
4. post-master's professional degree and post-doctorate education;
5. service in the individual's professional area as an invited consultant or resource person.

Sources of documentation may include, but are not limited to the following:

1. record of activities, with appropriate documentation;
2. visual or other documentation of work created and exhibited or performed, and reviews;
3. publications and reviews;
4. citation or review by peer professionals, media critics and nonpartisan evaluators;
5. award or receipt of grants, fellowships, patents, commissions, prizes or commendations.

### **Teaching Effectiveness**

The University of the Arts recognizes that excellence in teaching is one of the cardinal attributes of a faculty member. Aspects and qualities which may be considered and documented in assessing teaching effectiveness include, but are not limited to the following:

1. incorporation of diversity, equity, inclusion and accessibility into instruction and curriculum;
2. progress and quality of student work;

3. command of one's subject including awareness of historical and contemporary trends within our disciplines informing diverse, equitable and inclusive approaches;
4. ability to organize subject matter and to present it clearly, logically and imaginatively;
5. knowledge of current developments in one's own and related disciplines;
6. ability to relate one's subject to other areas of knowledge and to broader community concerns;
7. ability to develop clear, pedagogical objectives and effective strategies for achieving them;
8. ability to provoke and broaden student interest in the subject matter;
9. knowledge of and ability to apply effective teaching methods and strategies;
10. flexibility and versatility in accommodating teaching to changes in curricular structure and content necessitated by developments in the profession;
11. ability to respect students and to protect the integrity of classroom instruction;
12. practicing effective, respectful communication and critique that values diverse perspectives and identities among students and fellow faculty;
13. incorporation of new technologies.

Sources of information and documentation for evaluations may include, but are not necessarily limited to the following:

1. Dean and Program Director evaluations, including direct observations of teaching;
2. peer evaluations, within and external to the school and University;
3. peer observation of classroom or other teaching that may be organized by a program or school;
4. student course evaluations;
5. review of student work;
6. other feedback and input from students;
7. records of accomplishment and statements by alumni.



## Service

The University of the Arts depends upon its faculty for quality service rendered outside the classroom. Therefore, a faculty member is expected to participate in the full life of the University. Such participation might include some or all of the following:

1. Service on school and University committees and participation in governance and curriculum development processes.
2. Service and participation in the business of the general faculty (e.g., faculty meetings, faculty committees, Faculty Council).
3. Fulfillment of special assignments, e.g., administrative assignments, such as recruitment and oversight of facilities, shops and studios.
4. Service as coordinator, or director of a program.
5. Attendance at University functions, such as exhibitions, openings, performances, lectures, Open House, Orientation and Commencement.
6. Contributions to curriculum development and change.
7. Service to the university community as artist, performer, director or curator.
8. Support for community engagement projects and outreach under the auspices of the University.
9. Mentorship of faculty members, graduate, and undergraduate students as evidenced through the means stated below.
10. Faculty attendance and participation at meetings of the Board of Trustees and Board Committees.

Although each faculty member has an obligation to mentor students with regard to class work and to serve effectively as a program or school advisor as assigned, other service to the student body may include, but is not limited to the following:

1. Advising in student activities.
2. Career guidance for enrolled students from all programs.
3. Planning and/or participating in curriculum-related enrichment activities outside course requirements.
4. Organizing material and advising students with special interests (e.g., graduate school, advanced training programs).

Sources of documentation may include, but are not limited to the following:

1. Records of activities and, where not self-evident, of time spent.
2. Letters of appointments to committees or to administrative roles.
3. Letters or other material recognizing and/or evaluating service activities.
4. Evaluations by the dean of a school.
5. Evaluations by other program directors.

**Administrator's Rule:** The vitality of the University community depends on the commitment of many of its faculty not only for their effectiveness in teaching, but also for their significant service to the university. In the instance of Assistant and Associate Professors who serve in administrative capacities—Coordinators, Curricular Heads, former Program Directors and/or any other titles that serve similar functions—the criteria applicable to their promotion to a higher rank may be adjusted to account for significant contributions to the academic and professional mission of the university at the expense of their scholarly/creative record. In this case the category of service will receive more weight.

### **Presumption of Renewal**

1. Presumption of renewal is predicated on faculty continuing to meet or exceed the expectations for teaching effectiveness, service to the university, and scholarly/creative/professional accomplishments as articulated in this CBA.
2. Presumption of Renewal is assumed for the following categories of professor:
  - a. Associate and full Professors who are on their second or later appointment;
  - b. Associate Professors who have been promoted to that rank from the Assistant rank.
3. Presumption of Renewal is not assumed for the following categories of professor:
  - a. Assistant Professors;
  - b. Associate and full Professors who are in their first appointment (i.e., Associate and full Professors who were hired by the University at that rank).

## **Reappointment**

### **1. Assistant Professors, Reappointment**

- a. The process for reappointment of an Assistant Professor will occur in the second (penultimate) year of their 3-year appointment.
- b. By November 15 of the penultimate year, the Office of the Provost will notify a faculty member they will be evaluated for reappointment, and articulate the timeline, process and materials needed for reappointment review. This letter will go to the faculty member, their Program Director and their Dean.
- c. By January 25 the faculty member will send a personal statement that addresses their teaching effectiveness, service to the university, and scholarly or creative professional accomplishments along with a current CV to their Dean.
- d. A complete dossier is not needed for reappointment, nor is documentation beyond the personal statement and CV.
- e. By February 15, the Dean will make accessible the faculty's statement and CV to full time program faculty. The Dean may, at their sole discretion, include selected part-time faculty in the review. The Dean will request faculty input in the form of letters due to the Program Director by March 15.
- f. By April 15, the Program Director will submit an evaluation letter for or against reappointment to the Dean, with consideration given to faculty input and student evaluations. The evaluation will assess the same criteria used for biennial reviews.
- g. By May 10, the Dean will submit an evaluation letter for or against reappointment to the Provost/VP for Academic Affairs with consideration given to the Program Director's input. This letter, along with that of the Program Director, goes to the faculty member simultaneously.
- h. By June 1, the faculty member may respond to the Provost/VP for Academic Affairs in writing addressing the letters from the Dean and Program Director.
- i. By June 20, the Provost/ VP for Academic Affairs will inform the faculty member of their decision concerning reappointment. If reappointed, the faculty member receives a letter of appointment defining the terms of said appointment. If reappointment is denied, the Provost/VP for Academic Affairs' letter, and those of the Dean and Program Director, shall provide the faculty member with an evaluation of the concerns that led the Program Director and Dean to recommend against reappointment.

- j. If reappointment is confirmed, a letter of appointment will be provided to the faculty member by June 20 defining the terms of the reappointment. If the recommendation is against reappointment, the Provost/VP for Academic Affairs notifies the candidate that their appointment term ends with the final year of their current appointment.

## **2. Associate and Full Professors, 1st Appointment (hired at that rank)**

- a. The Office of the Provost will notify a faculty member by October 1, in the penultimate year of the faculty's appointment, that they will be evaluated for reappointment, and articulate the timeline, process and materials needed for reappointment review. This letter will go to the faculty, their Program Director and their Dean.
- b. January 10, the faculty will send a personal statement that addresses their teaching effectiveness, service to the university, and scholarly/creative/professional accomplishments along with a current CV to their Dean and Program Director. A complete dossier is not needed for reappointment, nor is documentation beyond the statement and CV.
- c. No later than February 1, the faculty has the right to request a peer classroom review as part of their reappointment process, and previous classroom reviews will be considered by the Dean and reflected in the reappointment letter from the Dean.
- d. By February 1, the candidate's materials will be made available to the full-time faculty of the academic unit and the Dean will request faculty input in the form of letters which will be due to the Dean and Program Director by February 28.
- e. By March 15, both the Dean and Program Director will submit their letters of evaluation for or against reappointment to the Provost/VP for Academic Affairs office. This may take the form of a single letter signed by both, or two separate letters. These letters are sent to the faculty member at the same time. The letters of the full-time faculty submitted to the Program Director will also be submitted to the Provost/VP for Academic Affairs at this time.
- f. By April 1, the faculty member may respond to the Provost/VP for Academic Affairs in writing addressing the letters from the Dean and Program Directors.
- g. If letters from the Dean and Program Director are in support of reappointment, and the Provost/VP for Academic Affairs concurs, the Provost/VP for Academic Affairs will notify the faculty member and send a letter of reappointment by April 25. If the recommendation is against reappointment, the Provost/VP for Academic Affairs notifies the candidate that their appointment term ends with the final year of their current appointment.

### **3. Associate and Full Professors, Second or Later UArts Appointment**

- a. It is understood that reappointment is presumed (presumption of renewal) for Associate and full Professors, but is predicated on these faculty continuing to meet or exceed the expectations for teaching effectiveness, service to the university, and scholarly/creative/professional accomplishments as articulated in this CBA.
- b. The process for reappointment of an Associate or full Professor, second or later reappointment, will occur in the penultimate year of their current appointment.
- c. By October 1 in the penultimate year of the faculty's current appointment, the Office of the Provost/VP for Academic Affairs will notify a faculty member that they are due for reappointment, and articulate the timeline, process and materials needed for the reappointment review. This letter will go to the faculty, their Program Director and their Dean.
- d. By January 10, the faculty will send their annual history report and CV to their Dean and Program Director (note: this deadline is earlier than the regular April 1st deadline for annual history report and CV). Neither a personal statement nor a complete dossier is needed for reappointment review. However, the faculty member may submit a personal statement that addresses teaching effectiveness, service to the University, and scholarly/creative/professional accomplishments.
- e. No later than February 1, the faculty has the right to request a peer classroom review as part of their reappointment process.
- f. By February 1, the candidate's materials will be made available to the full-time faculty of the academic unit and the Dean will request faculty input in the form of letters which will be due to the Dean and Program Director by February 28.
- g. By March 15, both the Dean and Program Director will submit their letters of evaluation for or against reappointment to the Provost/VP for Academic Affairs office. This may take the form of a single letter signed by both, or two separate letters. These letters are sent to the faculty member at the same time.
- h. The letters of the full-time faculty submitted to the program director will also be submitted to the Provost/VP for Academic Affairs at this time.
- i. By April 1, the faculty member may respond to the Provost/VP for Academic Affairs in writing addressing the letters from the Dean and Program Directors.
- j. If letters from the Dean and Program Director are in support of re-appointment, and the Provost/VP for Academic Affairs concurs, the Provost/VP for Academic Affairs will notify the faculty member and send a letter of reappointment by April 25. The reappointment will take effect for the following academic year.

The letter will confirm a 7-year reappointment (for Associate Professors) or a 10-year reappointment (for full Professors).

- k. By April 25, those faculty determined by the administration as not meeting expectations for renewal, despite the presumption of renewal, will receive from the Provost/VP for Academic Affairs a letter that includes a performance improvement plan during the last year of their current appointment and notification of procedures and deadlines for the subsequent review. Reasonable effort will be made to support that faculty member's performance improvement plan from the Dean's office, and the Center for Teaching and Learning Design.
- l. By December 15: faculty submits an updated CV and a revised personal statement. The personal statement will address the issues raised in the administration's letters from April.
- m. No later than January 25, the Dean, Program Director and faculty will meet to discuss whether or not the faculty has satisfactorily addressed or begun to address the issues raised in the performance improvement plan.
- n. No later than February 10, the Dean and/or Program Director will provide the faculty member a letter summarizing the meeting detailed in 3(m).
- o. By June 1, the faculty submits a progress report to the Dean and Program Director.
- p. By June 15, the Provost/VP of Academic Affairs, in consultation with the Dean, will review progress under the performance improvement plan and the Provost/VP of Academic Affairs will notify the faculty whether they will be offered a new term of employment or their current appointment will be their last.
- q. If the faculty does not receive another term of appointment, they will be given one final year of employment before termination; this final year immediately follows the end of their current term of appointment. (Note: this extra year only applies to Associate or full Professors on their second or later UArts appointment.).

### **Appointment lengths**

1. The duration of appointment for a reappointed Assistant Professor is 6 years.
2. The duration of appointment for a reappointed Associate Professor is 7 years.
3. The duration of appointment for a reappointed full Professor is 10 years.

### **Promotion**

1. With approval from the Dean, an Assistant or Associate Professor may choose to stand for promotion at any time, following the completion of at least two years of service.
  - a. If an Assistant Professor stands for and does not achieve promotion in their first (three-year) appointment, they will at that time be considered for reappointment to a second appointment based on continuing to meet or exceed the expectations for their rank.
  - b. An Assistant Professor must earn promotion no later than the penultimate year of their second appointment or they will not be offered a renewal of their appointment as an assistant professor and their appointment term will conclude at the end of the final (sixth) year of appointment.
  - c. An Assistant Professor may be a candidate for promotion in rank no more than two times.
2. By January 15 the Office of the Provost/VP for Academic Affairs will notify Assistant and Associate Professors who are eligible to or required to stand for promotion. Guidelines for a public promotion dossier will be articulated by the Office of the Provost/VP for Academic Affairs in this notification, along with a timeline and explanation of the process.
3. By February 15, and after discussing eligibility with their Dean, faculty who plan to stand for promotion will notify the Office of the Provost/VP for Academic Affairs of their intent, and submit the names of six potential outside reviewers with credentials equivalent to or greater than the faculty member's rank, research, scholarship, and/or creative or professional practice, at least one of whom shall be an individual not familiar with the candidate, with contact information, credentials, and explanation of relationship to the candidate-
4. By March 1, the Office of the Provost will acknowledge receipt of required information (names of potential outside reviewers).
5. The candidate will make an appointment to meet with their Dean or Program Director to discuss the requirements of the dossier.
6. In the case of faculty standing for promotion, the Provost/VP for Academic Affairs will request that Faculty Council hold a dossier building workshop during the spring semester and that Faculty Council pair the faculty standing for promotion with a senior faculty to mentor the candidate through the dossier building process.
7. By March 15, the Dean and Program Director will submit additional potential external reviewers with credentials equivalent to or greater than the faculty member's rank, research, scholarship, and/or creative or professional practice and, with the Provost/VP for Academic Affairs, establish a proposed list of 5 external reviewers; at least 2 of the external reviewers will come from the candidate's suggestions. The final list of five

external reviewers will be cleared by the candidate to address any potential conflicts. If, due to the availability of external reviewers, less than five are able to conduct the reviews, three or more external reviews will be acceptable.

8. By August 25, the Office of the Provost/VP of Academic Affairs will make a good faith attempt to contact all students or former students in courses taught by the candidate over the past three academic years, or who were advisees of the candidate, to invite participation in evaluating the candidate. Feedback is to be submitted by October 28 and placed in the candidate's confidential dossier held by the Provost/VP for Academic Affairs.
9. By September 5, the candidate will deliver their promotion dossier to the Office of the Provost/VP of Academic Affairs in the format stipulated in the Faculty Handbook.
10. By September 15, the candidate's public dossier will be made available to the University community and the external reviewers by the Office of the Provost/VP of Academic Affairs, with an invitation to submit feedback by October 28.
11. By September 15, the Office of the Provost/VP for Academic Affairs will write a memorandum to all faculty inviting them to submit a confidential letter concerning promotion for one or more of the candidates. Letters received by the Office of the Provost/VP for Academic Affairs prior to October 28 will be placed in the candidate's confidential dossier held by the Office of the Provost/VP for Academic Affairs and be made available to divisional and University promotion committees, the school Dean, and the Provost/VP for Academic Affairs and President for review.
12. By December 1, the Program Director will write a letter of evaluation for or against promotion and submit it to the Dean and Office of the Provost/VP for Academic Affairs-and the letters will be added to the confidential dossier before it is reviewed by the appropriate divisional promotion committee.
13. By December 1, all letters received from outside reviewers, faculty, alumni and students will have been added to the confidential dossier by the Office of the Provost/VP of Academic Affairs and sent to the appropriate divisional promotion committee.
14. By January 24, the public and confidential dossiers will be reviewed and discussed by the appropriate divisional promotion committee. The committee will write a letter of evaluation for or against promotion, articulating the rationale for their recommendation. Its recommendation will report the committee's vote without identifying the ballots cast and the letter shall be signed by all the committee's members. This letter will be sent to the Dean and the Office of the Provost/VP of Academic Affairs and the letter will be added to the confidential dossier.
15. By February 14, after reviewing the public and confidential dossier materials, the Dean will write a letter for or against promotion, articulating the rationale for their recommendation. This letter will be added to the confidential dossier by the Provost/VP



of Academic Affairs before it is reviewed by the University Promotion Committee (UPC).

16. The UPC will consist of full-time faculty holding the rank of at least Associate Professor from throughout the university, elected by faculty.
17. The UPC reviews and discusses the public and confidential dossiers with all materials previously added. A letter is written by the UPC for or against promotion articulating the rationale for their recommendation. Its recommendation will report the committee's vote without identifying the ballots cast and the letter shall be signed by all the committee's members. This letter is addressed to the Provost/VP for Academic Affairs and sent by April 1. This letter along with the Dean's letter will also go to the candidate at the same time that it is sent to the Provost/VP for Academic Affairs office.
18. The candidate has the right to respond to the letters from the UPC and the Dean within 7 business days of receiving them by writing a letter to the Provost/VP for Academic Affairs.
19. By April 15, the Provost/VP for Academic Affairs will write a letter to the President for or against promotion. The final decision will be made by the President, who will inform the Provost/VP for Academic Affairs of their decision by May 1.
20. If promotion is determined the decision will be conveyed to the candidate by the Provost/VP for Academic Affairs by May 7, at which time the terms of the promotion including salary will be articulated in writing.
21. If non-promotion is determined, a letter to the candidate stating the reason/s for that decision will be delivered by the Provost/VP for Academic Affairs to the candidate by May 7.
22. A granted promotion will take effect in the beginning of the next academic year (August 15).

## **Grievances**

1. Any and all grievances arising out of an alleged failure to follow the procedures in this Article relating to reappointment and promotion are subject to the grievance process in Article X of this Agreement.
2. Any failure to reappoint or promote which results in a termination of employment is subject to the grievance process, but in such cases, when taken to arbitration, the standard of the arbitrator's review of the University's decision not to reappoint or promote shall be limited to whether the decision was made in an arbitrary and capricious manner.

3. Any denial of promotion which does not result in termination is not subject to the grievance process, except for issues of procedure as set forth in Section 1 above.

### **Other Disciplinary Processes**

Nothing in this Article limits the ability of the University to utilize the disciplinary process under Article XII (Progressive Discipline).

## **ARTICLE XX**

### **ALTERNATE STUDY COMPENSATION**

1. Independent/Collaborative Study
  - a. For independent/collaborative study, no additional compensation will be offered to full-time faculty. Each study will be approved by a program director.
  - b. Part-time faculty will be compensated for each independent/collaborative study at a rate of \$250 per student, per credit.
  - c. Part-time faculty may normally accept no more than one (1) independent study assignment per semester and any additional such assignment must be approved by the bargaining unit faculty member's applicable dean.
2. Internship Supervision
  - a. For internship supervision, a bargaining unit faculty member will be compensated at a rate of \$675 per student per semester, up to four (4) students.
  - b. Part-time faculty normally may accept no more than one (1) such assignment per semester and any additional such assignment must be approved by the bargaining unit faculty member's applicable dean.
  - c. Full-time faculty may not include such supervision in their teaching load if supervising for less than five (5) students per semester. If supervising five (5) or more students, such supervision will be included in the full-time faculty member's teaching load at a rate of one and a half (1.5) credits per semester.
  - d. Any full-time or part-time faculty member currently doing this work prior to the ratification of the Collective Bargaining Agreement, and being compensated at a rate higher than described above, shall continue to receive said higher rate.
3. Student Teaching Supervision
  - a. All full-time and part-time faculty assigned Student Teaching observations in the Masters in the Art of Teaching (MAT) programs at the University of the Arts will

be compensated at 1-credit per student over the course of the student's placements. Given different curriculum requirements across the two (2) MAT programs (Art & Design and Music), the following sets forth the load calculation for student teaching observations in each program:

- i. MAT, Art & Design Education  
Students in MAT, Art and Design Education require two (2) placements to complete their degree, including one (1) in Elementary and one (1) in Secondary in their final semester. Faculty will be compensated for one half (0.5) credit per student per placement for a total of one (1) credit per student over one (1) semester.
  - ii. MAT, Music Education  
Students in MAT, Music Education require two (2) placements to complete their degree, including one (1) placement in Elementary and one placement in Secondary for two (2) consecutive semesters. Faculty will be compensated at one half (0.5) credits per student per placement for a total of one (1) credit per student over two (2) semesters.
- b. Any full-time or part-time faculty member currently doing this work prior to the ratification of the Collective Bargaining Agreement, and being compensated at a rate higher than described above, shall continue to receive said higher rate.

## **ARTICLE XXI**

### **PART-TIME FACULTY INDIVIDUAL LESSONS**

1. Part-time faculty members will receive a minimum hourly rate for individual lessons, as follows: (1) for part-time faculty members on Steps 1-10 of the applicable salary scale - \$70/hour; (2) for part-time faculty members on Steps 11-20 of the applicable salary scale - \$80/hour; and (3) for part-time faculty members on Steps 21-30 of the applicable salary scale - \$90/hour. The University reserves the right to pay any faculty member at an hourly rate above the minimum, in its sole discretion.
2. No part-time faculty bargaining unit member shall receive a rate lower than they currently receive for individual lessons in connection with a specific instrument.

## **ARTICLE XXII**

### **JOB POSTING**

#### 1. Full-Time Faculty Positions:

- a. The University shall notify the Union concurrently with posting or otherwise

advertising each opening for any bargaining unit-eligible Full-Time Faculty positions.

b. Any Part-Time Faculty Member who has taught in a degree program for at least six (6) semesters, and been active in the previous year, who applies for an open position and meets the minimum qualifications for the position will be guaranteed an interview during the hiring process.

c. In the event that a Part-Time Faculty Member interviews for, but does not receive an appointment to an open Full-Time teaching position, the Part-Time Faculty Member may request a meeting with the Dean of their respective college or their designee. If the part-time faculty member does request a post-interview meeting, the meeting shall occur as soon as practicable but no later than 60 (sixty) days after the request. At the meeting, the Faculty Member may inquire into the reasons for their non-appointment.

d. A job posting for a Full-Time Faculty Position in the bargaining unit will consist of and clearly delineate the following points:

- Minimum salary
- Rank and title of the position being offered
- Preferred educational and professional qualifications
- Duration of appointment
- Credit hours and/or Contact hours required
- Out-of-class/administrative duties
- A link to the Collective Bargaining Agreement

## 2. Part-Time Faculty Positions:

a. Prior to hiring a Part-Time Faculty Member from outside the current pool of Part-Time Faculty for a position in the bargaining unit, the University shall post any such bargaining unit-eligible position to its website.

b. Any Part-Time Faculty Member active within the previous two (2) semesters who applies for an open position and meets the minimum qualifications for the position will be given priority during the hiring process, including, but not limited to a guarantee of interview.

c. Such job postings will consist of and clearly delineate the following points:

- Minimum salary

- Rank and title of the position being offered
- Preferred educational and professional qualifications
- Duration of appointment
- Credit hours and/or Contact hours required
- Out-of-class/administrative duties
- A link to the Collective Bargaining Agreement

d. When the University is re-hiring a Part-Time Faculty member who has previously worked for the University, no such job posting shall be necessary.

3. Positions Out of Bargaining Unit:

- a. The University shall notify the Union concurrently with posting or otherwise advertising each openings for any faculty, staff, or administrative position.
- b. Bargaining Unit members may apply for any open University positions.

**ARTICLE XXIII**

**FACULTY PRIVILEGES**

1. Full-time Faculty and Adjunct faculty will have access to the following:

- Free admission to UArts Theater productions and to the Art and Design shows in the various University galleries.
- UArts Book Store 10% discount.
- The University will provide parking in marked disability parking spaces on a space-available basis for Faculty displaying a state-issued disability parking placard. Overnight parking is prohibited.
- UArts Library privileges year-round, including the summer.
- Free access to Lightbox theater films, if seating is available.
- Use of creative facilities such as the Makerspace and other workshops across campus during hours the Makerspace and other workshops across campus are supervised so long as:

- It does not interrupt scheduled courses or displace students from the facility.
- Required safety and operational training courses have been completed prior to use.
- Reservation procedures and usage policies are observed and followed.
- The faculty member is not permitted to bring guests unless the guests hold a valid UArts ID and have completed required safety and operational training courses.
- Administration will provide access to a fitness discount to all faculty at a local facility if and when available, and on the same terms as provided to non-bargaining unit employees of the University.

## **ARTICLE XXIV**

### **JUST CAUSE**

No member of the bargaining unit shall be discharged, disciplined, reduced in rank or compensation, or suspended without pay without just cause.

## **ARTICLE XXV**

### **SHARED GOVERNANCE**

The University of the Arts endorses and embraces the principle of shared governance. A university comprises multiple constituencies, including students, faculty, and staff. Each of these constituencies has its own interests and particular responsibilities; however, all share responsibility for defining and pursuing the institution's mission and for setting and accomplishing the institution's goals. Bargaining unit members may participate in the governance process in the following ways:

#### **1. Appointment, Evaluation & Renewal of the President, Provost, Deans, and Program Directors:**

- a. The Board of Trustees shall appoint the President after receiving the recommendation of a search committee which shall include at least two bargaining unit faculty members.
- b. Before a President is reappointed to a new term, the Board of Trustees shall solicit input from all current bargaining unit faculty via an evaluation process developed with input from Faculty Council.

- c. The President shall appoint the Provost after receiving the recommendation of a search committee which shall include at least two bargaining unit faculty members.
- d. Before a Provost is reappointed to a new term, the President shall solicit input from all current bargaining unit faculty via an evaluation process developed with input from Faculty Council. Thereafter, the Provost will be evaluated every three years by soliciting input from the current bargaining unit faculty via this same evaluation process or via an updated evaluation process developed with input from Faculty Council.
- e. The President shall appoint the Deans of the Schools after receiving the recommendation of the provost developed in consultation with a search committee which shall include at least two bargaining unit faculty members from the relevant School.
- f. Every three years the Provost will evaluate the dean after soliciting input from all current bargaining unit faculty of the dean's designated school. Faculty input shall be gathered in the form of a survey of all current bargaining unit faculty in the dean's designated school, developed with input from Faculty Council.
- g. The Dean shall appoint the Program Directors of the Schools after receiving the recommendation of a committee of which no less than 50% of the committee membership is comprised of bargaining unit faculty from the relevant School and/or Program.
- h. Every three years the Dean will evaluate the Program Director after soliciting input from all current bargaining unit faculty of the program director's program. Faculty input shall be gathered in the form of a survey of faculty in the program director's program, developed with input from Faculty Council.
- i. In the event that the University needs to appoint or reappoint an interim Provost, the President will have discretion to circumvent the typical search process and directly appoint an interim Provost after consultation with Faculty Council. This interim Provost's term shall not exceed 12 months. In the event of a failed search, the University may extend the same individual as interim Provost for one additional term, not to exceed 12 months, after consultation with Faculty Council.
- j. In the event that the University needs to appoint or reappoint an interim Dean, the Provost will have discretion to circumvent the typical search process and directly appoint an interim Dean after consultation with all current bargaining unit faculty from the relevant school. This interim Dean's term shall not exceed 12 months. In the event of a failed search, the University may extend the same individual as interim Dean for one additional term, after consultation with all current bargaining unit faculty from the relevant school.

## **2. Representation on the Board of Trustees & President's Council:**

- a. The Chair of Faculty Council shall be a nonvoting faculty representative to the Board of Trustees *ex officio*. If the Chair is unable to attend any full Board of Trustees meeting, the Vice-Chair may do so in their place.
- b. In addition, the Faculty Union will elect two bargaining unit faculty members who shall be appointed as non-voting faculty representatives to the Board of Trustees. The Faculty Union shall determine the process by which the two bargaining unit Faculty members are recommended to the Chair of the Board of Trustees for appointment to the Board of Trustees.
- c. Any faculty member serving as a representative on the Board of Trustees shall serve subject to the same rules of conduct as applicable to trustees or other representatives.
- d. The following committees shall have representation from one bargaining unit faculty representative to the Board of Trustees: Finance, Academic Affairs and Student Life, Advancement, and Buildings and Grounds Committees and at the discretion of the Board Chair, any future committees that may be formed. Appointment to each committee will be made by the Chair of the Board of Trustees and/or the Governance Committee, in their full discretion.
- e. The Chair of the Board of Trustees has the right and full discretion to exclude faculty members from executive sessions of meetings of the full Board of Trustees.
- f. The committee Chairs have the right and full discretion to exclude faculty members from executive sessions of each chair's respective committee.
- g. The Faculty Union will elect a bargaining unit faculty member who shall be appointed as a representative on the President's Council.

## **3. Labor/Management Committee**

- a. There will be a Labor/Management Committee comprised of at least three bargaining unit members and three members of university management. The Committee will meet at minimum once each semester to discuss matters of general interest to the faculty or the University. These meetings shall not be used for negotiations or to discuss pending grievances. Each party will designate their respective representatives to this Committee.



- b. Designated representatives of the Union and the University will suggest agenda items prior to each meeting.

#### **4. Transparency & Accountability**

- a. In the event that the President, Provost, or any Dean or their designee wishes to reject or not implement a formal, written recommendation made by either the Faculty Council, the University Curriculum Committee, University Promotion Committee, or any faculty-led committees developed in the future, then that President, Provost, Dean or their designee must formally respond to the relevant committee's recommendation in writing.

### **ARTICLE XXVI**

#### **FINANCIAL EXIGENCY**

A financial exigency means any severe financial crisis caused by a significant decline in the University's financial resources brought about by decline in enrollment, cuts in funding, or any other actions or events that fundamentally compromise the financial viability or academic integrity of the University as a whole.

In the event of a financial exigency, layoffs, non-reappointments, or termination of appointments may be necessary. Faculty bargaining unit lay-offs, non-reappointments, or termination of appointments due to financial exigency will only be considered after all feasible, reasonable, and timely alternatives to lay-offs or termination of appointments have been considered, fully analyzed, and pursued. In the event that layoffs are necessary, the University will follow the terms set forth in Article XXVIII concerning Layoff and Recall.

In matters of financial exigency, (1) United Academics of Philadelphia must ensure that bargaining unit faculty are protected by legally-binding safeguards and (2) the Board of Trustees of the University of the Arts is bound by a fiduciary obligation to maintain the financial viability of the University.

The Board of Trustees may declare financial exigency in their sole discretion only after an open and transparent investigation. A financial exigency should only arise through accounting for all the institution's resources, not just the academic or salary budget.

The declaration of financial exigency must adhere to the following process:

1. The Board shall notify the union of the Board's declaration of a financial exigency as soon as the exigency has been determined. The Board shall provide the union with relevant financial information within two (2) weeks of such notification. The information to be provided must include the following:

- a. Five years of audited financial statements, current and following years (if available) budgets, and detailed cash flow estimates for future years, to the extent available;
  - b. Detailed academic program, department, and administrative budgets;
  - c. University-wide enrollment numbers per program for a seven-year period preceding the exigency as well as projected enrollment numbers per program for the three years following the determination of the exigency (if available).
2. Within thirty (30) days of receiving the financial information detailed above, UAP and the Administration shall meet to:
    - a. Consider all feasible, reasonable, and timely alternatives to termination of appointments and
    - b. Collaborate in the development of a plan that will both safeguard the long-term academic integrity of the University and respect the rights of bargaining unit members.
  3. No percentage-based or flat-dollar based reductions in faculty salaries shall be instituted without concurrent and comparable percentage-based or flat-dollar based salary reductions for non-bargaining unit management employees. Salary reductions and restoration of salaries shall occur simultaneously for both faculty and non-bargaining unit management employees.
  4. All grievances arising out of the procedures designed to deal with a state of financial exigency are subject to the grievance process in the collective bargaining agreement. However, the Board of Trustees' declaration that a financial exigency exists is not subject to review in the grievance process.

## **ARTICLE XXVII**

### **SCHOOL CONSOLIDATION OR ELIMINATION**

The University shall present to the Union any plans to consolidate or eliminate any extant School, Program, or any other subordinate unit of the School or Program. These plans and the reasons therefore shall be communicated to the Union and to the relevant faculty committees.

## **ARTICLE XXVIII**

### **LAYOFF AND RECALL**

1. A layoff may occur as a result of (a) a financial exigency; (b) significant decline in enrollment at the program level over a minimum two-year period; or (c) an elimination, reduction, or consolidation of a program. Non-reappointment of a full-time or part-time faculty unit employee shall not constitute layoff.
  
2. In the event that layoffs for any reason are necessary, and subject to the potential exceptions described below, the University shall make layoffs in the order set forth in Sections 2(a)(i)—(iii) below. The University must consider and satisfy educational policy, as well as the integrity of its academic offerings and graduation requirements of its students, and must comply with and maintain accreditation standards. Any of these considerations, when in conflict with the order set forth in Sections 2(a)(i)-(iii) below, may take precedence in determining the order in which the University will reduce the workforce and make layoffs.
  - a. Within each of the categories enumerated below, layoffs will be by reverse order of seniority, as defined in Section 2(i) below, and otherwise subject to Section 2 above:
    - (i) first, part-time faculty unit employees with academic year appointments;
    - (ii) next, full-time visiting faculty unit employees;
    - (iii) last, full-time faculty unit employees.
  
  - b. Non-renewal of the appointment of a visiting faculty unit employee shall not constitute layoff.
  
  - c. A tie in the order of layoff exists when two or more faculty unit employees, in a category in which there will be layoffs, have the same seniority date. The VP for Academic Affairs/Provost shall break a tie by considering relative merit, which for purposes of this provision shall be indicated by higher academic rank and/or relevant professional status.
  
  - d. Notice of layoff shall be given to the affected faculty members as early as possible, and not less than one (1) year before the effective date of such layoff, except in the case of financial exigency.
  
  - e. In the case of a financial exigency, notice of layoff shall be given to the affected faculty members no later than thirty (30) days before the effective date.
  
  - f. A faculty unit employee who receives notice of layoff may request temporary or permanent reassignment to another position for which they are qualified, in which case the employee shall have an opportunity to meet with the appropriate administrator to

discuss their qualifications for another position. Administrators shall determine whether another position is available and suitable. An employee who is reassigned shall receive written notice of the reassignment including its anticipated duration. A faculty unit employee's request for reassignment shall not prevent the University from initiating that employee's layoff.

- g. In cases of temporary reassignment the faculty unit employee shall maintain their position in the order of layoff and recall.
  - 1. In cases of permanent reassignment to a position outside of the faculty bargaining unit, acceptance of the reassignment by the faculty unit employee shall be deemed a waiver of any recall rights under this Agreement.
- 3. The University will offer positions elsewhere in the institution to members who are identified for lay-off or non-reappointment, should an open position exist and the employee identified for lay-off or non-reappointment be qualified for such position.
- 4. Members who are laid off are entitled to the following:
  - a. Medical insurance conversion in accordance with COBRA or other applicable federal or state law.
  - b. Access to scholarly resources, including library services on the same terms available to other external scholars for three (3) years.
  - c. Bargaining unit members and their spouses, domestic partners, and dependents, to the extent then-currently matriculated and enrolled in a degree-granting program at the University, will continue to receive, on then-current terms, tuition remission for courses taken at the institution for a period of up to four (4) years following lay-off or until a degree is awarded, whichever comes first.
  - d. For a period of three (3) years following layoff, a faculty member who was on an appointment at the time of layoff shall retain a right of recall to the position they previously held and, in the event of a recall, will be considered to be in the same point of their appointment term as they were at the time of layoff.
  - e. The university shall interview any laid off faculty member who applies for any other vacant position in the institution for which that member is qualified.
- 5. In the event of a financial exigency layoff, the University agrees to meet and discuss the terms of potential severance pay with the Union. The amount of severance, if any, shall be determined during meet and discuss, and with the agreement of both the Union and the University. Severance pay is not guaranteed.
- 6. In the event of any other form of layoff, the University agrees to meet and discuss the terms of severance pay with the Union with a guarantee to provide all affected faculty members

with a severance pay greater than or equal to 10% of the total salary they earned in their final year of employment.

## **ARTICLE XXIX**

### **SEPARABILITY CLAUSE**

In the event that any provisions of this Agreement are declared invalid by any court of competent jurisdiction or rendered invalid through federal or state regulation or decree, such action shall not invalidate the remainder of this Agreement and all other provisions and parts of this Agreement will continue in full force and effect and without modification. Upon the request of either party, both parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision. In the event the parties fail to come to agreement, there shall be no right of the Union to strike or of the University to lock out employees.

## **ARTICLE XXX**

### **SUCCESSORS AND ASSIGNS**

In the event that the University is sold, transferred, merged, or assigned, then this Agreement shall remain in effect to the extent and duration provided by operation of the National Labor Relations Act.

## **ARTICLE XXXI**

### **COMPLETE AGREEMENT**

The parties hereto acknowledge that this Agreement embodies the complete agreement reached by the parties as to wages, hours, and all other terms and conditions of employment of all employees covered by this Agreement. Notwithstanding the foregoing the parties may enter into supplemental agreements during the term of this Agreement.

## **ARTICLE XXXII**

### **ACCOMPANYING LANGUAGE AND CONDITIONS**

1. Following the signing of the CBA, there shall be a single rank of adjunct professor.
2. Following the signing of the CBA, adjuncts shall be paid per course credit taught.
3. The University's comprehensive economic proposals are presented as a complete and unified package and individual components of the proposals will not be tentatively agreed to separately.

4. Agreement on economics is contingent on agreement on all non-economic components, including but not limited to, the University's revised Shared Governance proposal.
5. Agreement on the complete economic proposals is also contingent on the parties reaching agreement on initial placement of current faculty bargaining unit members on the step system.
6. All agreed-upon salaries are minimums for each step and the University reserves the right to pay any faculty member above the established minimum for any reason, in the University's sole discretion.
7. During the term of the agreement, full-time faculty members will advance a minimum of one step per academic year during any academic year in which they are compensated by the University. Part-time faculty members will advance a minimum of one step per academic year in which they teach. However, part-time faculty will not advance more than one step per year, except as otherwise advanced by the University as set forth below.
8. For full-time faculty who have reached the top step for their rank, the increase in future years will be only the annual increase for that step and that faculty member will not advance any further steps until and if promoted in rank.
9. For full-time faculty and part-time faculty who reach the ultimate step on the applicable scale, the increase in future years will be only the annual increase for that step and that faculty member will not advance any further steps.
10. The University may advance any faculty bargaining unit member more than one step per year, in the University's sole discretion.
11. The University will place new hires on the step system at the level it deems appropriate and in its sole discretion.
12. The initial effective date of the CBA will be the later of: (a) the date of ratification by the members and (b) the approval of the CBA by the University Board of Trustees. The CBA will expire on June 30, 2026.
13. The effective date of the first salary increase on the new step system will be January 1, 2024, with subsequent annual increases on August 15, 2024 and August 15, 2025.
14. For those part-time faculty members whom the University and the Union agree will be placed above Step 30 of the new scale, such faculty members will receive a 5% increase in their new per credit hour rate in Year One of the contract over their calculated pre-contract per credit hour rate. In subsequent years of the contract, such faculty members will receive an increase of \$20 per credit hour per year.

15. The University agrees that any overload payments made to full-time faculty members shall be paid as follows:
  - a. For courses: (a) Assistant Professor at the then-current Adjunct Step 5 rate; (b) Associate Professor at the then-current Adjunct Step 15 rate; and (c) Professor at the then-current Adjunct Step 25 rate.
  - b. For individual lessons: (a) Assistant Professor at \$70/hour; (b) Associate Professor at \$80/hour; and (c) Professor at \$90/hour.
  - c. Any full-time faculty member who, prior to the ratification of this CBA, is being compensated for an overload at a rate higher than described above in this section 15 shall continue to receive said higher rate.
  - d. Full-time faculty members have the right to refuse overload teaching assignments.
16. Upon ratification of this agreement, all part-time faculty employed in the Fall 2023 semester shall receive a one-time payment of \$250 each, to be paid on the date of the first pay period of the Spring 2024 semester.

### **ARTICLE XXXIII**

#### **HEALTHCARE**

1. Full-time bargaining unit members are eligible for healthcare benefits according to the terms and conditions set forth in any applicable plan documents and at the same cost and other terms as offered generally to other non-union employees of the University. The University reserves the right to modify these benefits, provided that such modification is generally applicable to other non-union University employees who are eligible to participate in these plans. If the plan coverage or other terms are modified by the insurance provider, the University will provide advance notice of such modification to the bargaining unit. If the University seeks to modify the cost share applicable to bargaining unit employees, they shall meet and discuss with the Union.
2. Effective in the 2024-2025 academic year, part-time bargaining unit members are eligible to receive a stipend for health care costs, on the following basis:
  - a. The first seventy-five (75) part-time faculty members on the then-current seniority list and who are actively teaching in a given semester will receive the stipend.
  - b. The stipend for eligible faculty members is \$200.00/semester.
  - c. The stipend will be paid in a lump sum in the first pay of the semester.

**ARTICLE XXXIV**

**RETIREMENT**

Full-Time Faculty shall receive retirement fund matching based on 4.5% of faculty salaries, at the current match of 1:1. If the University modifies the retirement fund match for any non-bargaining unit UArts employee, then that modification will be applied to all full-time faculty bargaining unit members. If the University seeks to decrease the retirement fund match applicable to bargaining unit employees, they shall meet and negotiate with the Union.

**ARTICLE XXXV**

**TERMINATION CLAUSE**

The effective date of this Agreements shall be February 14, 2024. This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2026.

**UNIVERSITY OF THE ARTS**

\_\_\_\_\_  
Kerry Walk, President

**UNITED ACADEMICS OF PHILADELPHIA,  
AFT-PA, AFL-CIO, LOCAL 9608**

\_\_\_\_\_  
Daniel Pieczkolon, President

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Bradley Philbert, Vice President

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## Appendix A – Positions Included

1. Non-tenure Track Faculty
2. Adjunct Assistants
3. Adjunct Associates
4. Adjunct Professors
5. Post-graduate Teaching Fellows
6. Visiting Assistant Professors
7. Visiting Associate Professors
8. Visiting Professors
9. Artist in Residence
10. Distinguished Visiting Professors
11. Curriculum-Coordinator, Creative Writing-Literary Studies
12. Program Coordinator, BFA in Art
13. Coordinator, 3D
14. Coordinator, 2D
15. Studio Practice Coordinator, Ballet
16. Body Pathways Coordinator
17. Curriculum Coordinator, Hip Hop & Diasporic Forms
18. Studio Practice Coordinator, Jazz
19. Studio Practice Coordinator, Modern
20. Coordinator, Thinking, Making, Doing, and Capstone
21. Dance Series Creative Producer
22. Coordinator, Interaction Design
23. Program Coordinator, Film & Animation
24. Coordinator, Film Design
25. Ensemble Coordinator
26. Bass Coordinator
27. Guitar Coordinator
28. Drum set Co-Coordinator
29. Piano Coordinator
30. Trombone Coordinator
31. Trumpet Coordinator
32. Woodwind Coordinator
33. Dance Coordinator, Musical Theater
34. Coordinator, Musical Theater minor
35. Voice Coordinator, Musical Theater
36. Coordinator of Student Teaching, Art and Design Education
37. Coordinator of Student Teaching, Music Education
38. Assistant Director (Dance)

## Appendix B – Positions Excluded

1. Tenured full-time faculty
2. Deans
3. Faculty on pre-retirement leave
4. Non-ranked non-faculty (including but not limited to continuing education instructors, professional institute instructors, summer music studies instructors, summer institute instructors, summer institute teaching assistants, Saturday school instructors, Library of Congress instructors, Library of Congress coaches)
5. Faculty who are also employed by the Employer in a full time or part-time staff position
6. Guest lecturers
7. Visiting artists
8. Accompanists
9. Program Director, Art History
10. Program Director, Book Arts/Printmaking MFA
11. Program Director, Creative Writing
12. Program Director, Fine Arts
13. Program Director, Photography
14. Program Director, Graphic Design
15. Program Director, Illustration
16. Program Director, Museum Exhibition Planning & Design
17. Program Director, Product Design, BFA & MDes
18. Program Director, Animation
19. Program Director, Film
20. Program Director, Game Art
21. Program Director, Screenwriting
22. Director, Creative Arts Therapy
23. Program Director, MAT in Visual Arts Education
24. Program Director, Museum Education and Museum Studies
25. Program Director, Summer Music Studies
26. Director, PIE & MEd Programs
27. Program Director, Instrumental Performance
28. Program Director: Jazz Studies (MM)
29. Program Director: Music, Business, Entrepreneurship & Technology
30. Program Director: Music Education
31. Program Director: Vocal Performance
32. Program Director: Composition
33. Program Director, Acting
34. Program Director, Devised Performance
35. Program Director, Directing, Playwriting, and Production
36. Program Director, Musical Theater
37. Program Director, Theater Design & Technology
38. Program Director, Critical Studies
39. Program Director, First-Year Writing
40. Professional and clerical administrative staff
41. Managerial employees

42. Confidential employees, guards and supervisors as defined in the Act.
43. Artistic Director – Polyphone Theater Festival
44. All other employees of the University.