A MASTER AGREEMENT

BETWEEN

THE BOARD OF REGENTS, STATE OF IOWA

AND

THE UNI-UNITED FACULTY

July 1, 2003 - June 30, 2005
PREAMBLE

WHEREAS, the Board of Regents, State of Iowa, and the United Faculty have reached certain understandings which they desire to confirm in this Agreement, it is agreed as follows:
ARTICLE ONE
RECOGNITION

Section 1.0 Representation

The Board of Regents, State of Iowa, hereby recognizes the United Faculty as the certified, exclusive and sole
bargaining representative for those Faculty Members set forth in the PERB certification instrument (Cases
590 and 603) issued by the PERB on the third (3rd) day of December, 1976, as modified by the "Amendment
of Bargaining Unit and Certification" (Case 1252) issued by the PERB on the 27th day of October, 1978, and
as modified by the "Amendment of Certification" (Case 2125) issued by the PERB on the 9th day of

Section 1.1 Definitions

Subdivision 1.11 Board

The term "Board" as used in the Agreement shall mean the Board of Regents, State of Iowa, or its duly
authorized representatives.

Subdivision 1.12 United Faculty

The term "United Faculty" as used in this Agreement shall mean the UNI-United Faculty or its duly
authorized representatives.

Subdivision 1.13 Faculty

The terms "faculty" or "the faculty" or "Faculty Member(s)" shall always mean a member or the
members (severally or collectively) of the bargaining unit.
ARTICLE TWO
UNITED FACULTY RIGHTS

Section 2.0 University Facilities
United Faculty may use University facilities for meetings in accordance with procedures approved and
administered by the Office or designee of the Vice President for Administration and Finance and contingent
upon payment of direct costs.

Section 2.1 Report Materials
The Board shall furnish to United Faculty as soon as available the annual financial statement, adopted budget,
the IPEDS reports for all three Regents universities, annual report entitled "Salaries of Instructional Faculty"
and regular cost of instruction study. By October 1 the Board will furnish in an electronic format compatible
with the United Faculty database the Salary Distribution of Bargaining Unit Members with the names, titles,
status, rank, college, department, years in current rank, year of hire, individual adjustment, minimum salary,
and promotion, monies. Other requested institutional public documents will be provided at cost. Nothing
herein shall require the employer to research and assemble information.

Section 2.2 Board Meeting Minutes
The Board shall provide to United Faculty access to the Board’s web site for the official minutes of each
Board meeting.

Section 2.3 Board Meeting Agenda
The Board shall provide access to the Board’s web site to the United Faculty for the agenda, with University
of Northern Iowa institutional docket exhibits, as available to the University, for Board meetings and an
opportunity to copy other docket exhibits as soon as available on the campus.

Section 2.4 United Faculty Facilities
The Board shall provide for United Faculty office space and a telephone and computer connection. United
Faculty shall be responsible for furnishing the office and for paying telephone and computer related charges.
Article Two

Section 2.5 Other Services

United Faculty shall have access to use of printing, duplicating, data processing, addressing, and other services approved by the Office of the President for usual and customary charges.

Section 2.6 Names and Salaries

The Board shall provide to United Faculty the names and current salaries of members of the bargaining unit on or about October 1 and a list of changes on March 1 of each year of the Agreement.

Section 2.7 Meet and Confer – Parking

Prior to implementation of any changes in rules and regulations affecting faculty parking, the University will afford opportunity to the United Faculty to meet and confer on such changes.
ARTICLE THREE
EVALUATION PROCEDURES

Section 3.0 Evaluation File

An evaluation file shall be maintained for each tenured, probationary, term, and full-time temporary Faculty Member. The file shall be located in the departmental office. The following materials shall be included in evaluation files:

Subdivision 3.01 Resumes

Current resumes and other materials relevant to the evaluation process as provided by each Faculty Member. Bulky materials may be located physically outside the file proper, provided a record of the material is included within the file.

Subdivision 3.02 Student Assessments

Reports of student assessments conducted by the Department Head, except for those conducted under Subdivision 3.26, Informational Assessments.

Subdivision 3.03 Professional Assessment Committee Assessments

Reports of assessments conducted by the departmental Professional Assessment Committee.

Subdivision 3.04 Evaluation Reports

Reports of evaluations conducted by the Department Head, College Dean, and Vice President and Provost.

Subdivision 3.05 Other Materials

Materials submitted by the Department Head, College Dean, Graduate Dean, or Vice President and Provost. A copy of the Faculty Member's appointment letter and any relevant addenda to it shall be placed in the evaluation file by the Department Head.

Subdivision 3.06 File Material Removal

A Faculty Member may request in writing removal of any item in the file. Such request for removal must be received no later than one year after placement of the item in the file. The written request shall also contain a rationale for the requested removal. If the Dean and the Provost agree, the item shall be removed from the evaluation file. If the Dean and the Provost deny the request for removal, they will notify the Faculty Member in writing within thirty (30) days from the date of the written request including reason for the denial. For purposes of this section, days shall mean class days during the regular academic year.
Article Three

Subdivision 3.07 Response to File Material
Responses to materials in the evaluation file as provided by the Faculty Member. Such responses shall be attached to related materials and become part of said file.

Section 3.1 Access to File
Access to and copying of materials in evaluation files shall be provided in the following manner:

Subdivision 3.11 Faculty Member Review
Each Faculty Member shall have the right to review the contents of her/his evaluation file during regular working hours, or at such other time as mutually agreed upon with the Department Head.

Subdivision 3.12 Professional Assessment Committee Review
When a Faculty Member is assessed by a departmental Professional Assessment Committee (PAC), members of the committee or subcommittee shall have the right to review the contents of the Faculty Member's evaluation file. Reviews shall occur during regular working hours or at such other time as mutually agreed upon with the Department Head.

Subdivision 3.13 Review Procedure
All reviews of evaluation files shall take place in the presence of the Department Head or her/his designee, with the exception that the PAC chairperson is permitted to take the file to a regularly scheduled PAC meeting.

Subdivision 3.14 File Copies
A Faculty Member shall have the right to a copy, at her/his expense, of any material contained in her/his evaluation file, at the rate of five cents ($0.05) per page.

Section 3.2 Student Assessments
Upon request of either United Faculty or the Board, the Provost shall convene a committee consisting of three members appointed by the United Faculty, three members appointed by the Provost, and three students appointed by the Student Government. The committee shall review and recommend revisions in the current assessment form to the Provost for approval. In the event the Provost does not concur with the recommendation the matter shall be returned to the committee for further review and deliberation. Student assessments shall be administered in accordance with procedures as follows:
Article Three

Subdivision 3.21 Assessment Procedure
Student assessments shall be administered by the Department Head or her/his designee. Individual Faculty Members may assist and cooperate in the administration of the student assessment but a Faculty Member shall not be required to do so involuntarily. In no case may the Faculty Member, when assisting in the administration of the student assessment, administer the instrument in her/his own class. The Faculty Member will leave the classroom when the instrument is administered to her/his class.

Subdivision 3.22 Probationary, Term, and Temporary Faculty
Student assessments shall be administered for each probationary, term, and full-time temporary Faculty Member during the spring semester of each year.

Subdivision 3.23 Tenured Faculty
Tenured Faculty Members shall be assessed by students during the spring semester each third (3rd) year, not counting years on leave or non-teaching assignments.

Subdivision 3.24 Scheduled Assessments
When a student assessment is conducted to fulfill the requirements under Subdivisions 3.22 and 3.23, it shall be administered in all sections of all classes.

Subdivision 3.25 Additional Assessments
Additional student assessments may be conducted as determined to be appropriate by the Department Head, as required by procedure, or as requested by the Faculty Member.

Subdivision 3.26 Informational Assessments
Faculty Members may conduct additional assessments of their classes for informative purposes. The administration of such assessments shall be arranged by the Faculty Member. The University shall process such assessments but no record of the results shall be kept in the evaluation file or any other file maintained by the University. Only when the Department Head and the Faculty Member agree, prior to the conducting of a student assessment, that such assessment is for informational purposes, will the assessment be processed according to the provisions of this Subdivision.

Subdivision 3.27 Assessment Report
A report of the results of student assessments of a Faculty Member shall be transmitted to the Faculty Member and, except for those covered under Subdivision 3.26, entered in the Faculty Member's evaluation file. The individual student assessment response sheets shall be considered as part of the evaluation file.
Article Three

Subdivision 3.28 Exclusions

The provisions of this Section do not apply to faculty whose assignments do not include collegiate level courses.

Subdivision 3.29 Oral Communication

The oral communication competence of each member of the faculty shall be evaluated each academic period as prescribed by Iowa law. The University shall implement this policy. Upon request of either United Faculty or the University a committee process as provided in Section 3.2 hereof shall be convened to review such policy.

Section 3.3 Professional Assessment Committee (PAC)

Each academic department shall have a Professional Assessment Committee (PAC) consisting of the tenured members of the departmental faculty. Any PAC member who is a candidate for promotion shall be excluded from committee deliberation on his or her candidacy. The Department Head shall not be a member of the Professional Assessment Committee. However, after the Professional Assessment Committee has made its report, either the Department Head or the Professional Assessment Committee shall have the right to call a meeting of the Department Head and the Professional Assessment Committee to discuss the report.

Subdivision 3.31 Assessment Procedures

The committee shall develop written assessment procedures which are not inconsistent with the provisions of this Article and which are subject to the approval of the Department Head and the Dean of the College. These procedures may be amended by the Professional Assessment Committee with the approval of the Department Head and the Dean. The procedures may include delegation of responsibility for conducting assessments to a subcommittee, and shall provide for addition of members from outside the department whenever the membership falls below three (3) or whenever the Professional Assessment Committee decides to do so.

Subdivision 3.32 Assessment

At the request of the Department Head or as required by official University policy, the committee shall provide assessment of the teaching, research, and professional service of a Faculty Member.

Subdivision 3.33 Committee Report

A written report of the collective judgments of the committee, together with any concurring or minority reports, shall be transmitted to the Faculty Member, the Department Head, and the Dean, and shall be entered in the evaluation file no later than January 15.
Article Three

Section 3.4 Evaluation by Department Heads

Evaluation of Faculty Members shall be conducted by Department Heads as follows:

Subdivision 3.41 Evaluation of Probationary Faculty

Each academic Department Head shall annually evaluate the teaching, research, and professional service of all Faculty Members on probationary status prior to making recommendations to continue probation, to grant tenure, or to terminate.

Paragraph 3.411

A written report of the results of this evaluation shall be transmitted concurrently to the Dean and the Faculty Member, and shall be placed in the evaluation file together with any additional evidence used by the Department Head and not already in the file.

Paragraph 3.412

The evidence used in this evaluation shall include, but not be limited to, a report of the Professional Assessment Committee, the results of student assessment and all other materials in the evaluation file.

Paragraph 3.413

In any case where the recommendation is to “continue probation with difficulties,” the Faculty Member shall be provided written suggestions for improvement.

Subdivision 3.42 Evaluation of Candidates for Promotion

Each Department Head shall evaluate the teaching, research, and professional service of each Faculty Member who is in that year a candidate for promotion.

Paragraph 3.421

A candidate for promotion is a Faculty Member who has requested consideration for promotion or who has been proposed for consideration by the Department Head or the departmental Professional Assessment Committee.

Paragraph 3.422

A written report of the results of the evaluation shall be transmitted concurrently to the Dean and the Faculty Member and shall be placed in the evaluation file together with any additional evidence utilized by the Department Head and not already in the file.
Paragraph 3.423

The evidence used in this evaluation shall include, but not be limited to, a report of the Professional Assessment Committee, the results of student assessments, and all other materials in the evaluation file.

Subdivision 3.43 Evaluation for Merit Increases

Each academic Department Head shall annually evaluate the teaching, research, and professional service of each tenured, probationary, and term Faculty Member for the purpose of merit salary increases.

Paragraph 3.431

A written report of the results of the evaluation shall be transmitted concurrently to the Dean and the Faculty Member and shall be placed in the evaluation file.

Paragraph 3.432

The evidence used in this evaluation shall include, but not be limited to, material already contained in the evaluation file. Additional evidence used shall be identified and placed in the evaluation file.

Subdivision 3.44 Other Evaluations

Paragraph 3.441

Other evaluations of Faculty Members may be conducted at the discretion of the Department Head. Written reports of all such evaluations shall be transmitted concurrently to the Faculty Member and Dean of the College and entered in the Faculty Member's evaluation file together with any additional evidence utilized by the Department Head and not already in the file except for Term faculty, for whom PAC assessment is optional.

Subdivision 3.45 Application

When a Department Head's evaluation for one purpose may also serve another of the purposes under Subdivisions 3.41, 3.42, 3.43, and 3.44, the evaluations and evaluation reports may be combined.

Section 3.5 Evaluation by Dean or Vice President and Provost

Evaluations of the teaching, research, and professional service of Faculty Members may be conducted by the Dean of the College or the Vice President and Provost.

Subdivision 3.51 Evaluation Report

A written report of this evaluation shall be transmitted concurrently to the Faculty Member, Department Head, and Dean of the College or Vice President and Provost, and entered in the Faculty Member's evaluation file.
Article Three

Subdivision 3.52 Evaluation Evidence

The evidence used in this evaluation shall include, but not be limited to, material already contained in the evaluation file. Additional evidence used shall be identified and placed in the evaluation file.

Section 3.6 Principles, Standards and Procedures

Principles, Standards, and Procedures for faculty appointments, promotions and tenure shall be made available to the Faculty Member in writing no later than September 15 of each year except that when no changes have been made, provision of these materials to a Faculty Member in a previous year shall be understood to comply with this Section.

Section 3.7 Administrative Evaluation Procedures

Administrative evaluation procedures shall not be inconsistent with the provisions of this Article. Such procedures shall be available to Faculty Members upon request to the Department Head.

Section 3.8 Information

On or before March 5 of each year, the University shall send to United Faculty, the following information for each Faculty Member assessed and/or evaluated.

- Name of the Faculty Member, department, college, years at UNI, years in rank, years in status (tenured, probationary, term) at UNI, status (tenured, probationary, term).
- Results of the evaluation: for term faculty, continued term, continued term with difficulties, or termination of term appointment before the end of the term; for probationary faculty, continued probation, continued probation with difficulties, tenure, tenure denied, or termination of probationary appointment; for candidates for promotion, promotion, or promotion denied.
- Recommendations of the departmental Professional Assessment Committee, Department Head, College Dean, and Provost.
ARTICLE FOUR
PERSONNEL FILES

Section 4.0 Personnel Files

A personnel file will be maintained for each tenured and probationary Faculty Member. The file shall be located in the office of the Dean of the Faculty Member's college unless otherwise determined by the University. If a change in location is determined, Faculty Members and the United Faculty shall be notified in writing of the changed location.

Section 4.1 Right to Review

Each Faculty Member shall have the right to review the contents of her/his personnel file during regular working hours, or at such other time as mutually agreed on with the Dean of the College. The review will take place in the presence of the Dean of the College or her/his designee. Excluded from the review will be employment credentials which are not designated by their source as available to be reviewed by the candidate.

Section 4.2 Right to Respond

The Faculty Member shall have the right to respond to all materials contained in her/his file. Such responses shall be attached to the related report and become part of said file.

Section 4.3 File Material Removal

A Faculty Member may request in writing removal of any item in the file. Such request for removal must be received no later than ninety (90) days after placement of the item in the file. The written request shall also contain a rationale for the requested removal. If the Dean and Provost agree, the item shall be removed from the personnel file. If the Dean and Provost deny the request for removal, they will notify the Faculty Member in writing within thirty (30) days from the date of the written request including reason for the denial. For purposes of this section, days shall mean class days during the regular academic year.
Article Four

Section 4.4 Notice of Complaint

Any complaints directed toward a Faculty Member which are placed in her/his personnel file shall be called promptly to the Faculty Member's attention in writing and identified as being added to the file.

Section 4.5 Right to Copies

The Faculty Member shall have the right to copies of the contents of the file at her/his expense at the rate of five cents ($0.05) per page.
ARTICLE FIVE

STAFF REDUCTION

Section 5.0  Attrition

When a staff reduction occurs, it shall be accomplished through attrition wherever possible.

Section 5.1  Notice

Prior to informing any Faculty Member of layoff, the Board shall notify the United Faculty of the possible layoff(s) and shall give the United Faculty reasonable time to consult with the Board.

Section 5.2  Definition

Definition of the term, "program area," for the purposes of specific implementation of this Article, will be made, if possible, by agreement between the Board and United Faculty. Where such agreement is not reached in a reasonable time, the Board shall provide a reasonable definition of the term, "program area."

Section 5.3  Order of Reduction

In the event that a staff reduction occurs, the Board shall lay off Faculty Members in accordance with the following standards:

Subdivision 5.31  Tenured Faculty

A Faculty Member with tenure shall not be laid off as long as a probationary, temporary, or term Faculty Member remains in the program area where the layoff occurs.

Subdivision 5.32  Probationary Faculty

Full-time probationary Faculty Members shall not be laid off as long as part-time, temporary, and term Faculty Members remain in the program area where the layoff occurs. When this clause is used by the University, the University shall provide the appropriate seniority list to implement this clause.

Subdivision 5.33  Criteria for Reduction-Nontenured

In determining which nontenured Faculty Member in the program area where the layoff occurs is to be laid off, the following criteria are to be used:

Paragraph 5.331

Total professional employment experience with the Board.
Article Five

Paragraph 5.332
Total professional employment experience in other higher-education institutions.

Paragraph 5.333
Educational preparation, post-graduate training, and employment experience.

Paragraph 5.334
Relative skill, ability, and performance as determined through the evaluation procedure provided in this Agreement.

Paragraph 5.335
Affirmative action laws.

Paragraph 5.336
The program area in which the layoff occurs.

Subdivision 5.34 Tenured Faculty – Order of Layoff
Layoffs of tenured Faculty Members in a program area shall be made in inverse order of number of years of service on this faculty. When this clause is used by the University, the University shall provide the appropriate seniority list to implement this clause.

Subdivision 5.35 Tenured Faculty Transfer
When a tenured Faculty Member is subject to layoff, she/he shall be eligible to transfer to any vacant position in the Bargaining unit for which the Faculty Member possesses the necessary educational preparation, professional qualifications, and the appropriate terminal degree under current standards.

Section 5.4 Recall
Faculty Members laid off shall be eligible for recall at the same tenure and rank that had been accumulated at the time of layoff.

Subdivision 5.41 Probationary Faculty
Any probationary Faculty Member who has been laid off due to retrenchment shall be placed on a recall list for three (3) years and shall be recalled for positions in the bargaining unit for which the Faculty Member possesses the necessary educational preparation and professional qualifications.
Article Five

Subdivision 5.42 Tenured Faculty
Any tenured Faculty Member shall be continued on the recall list indefinitely, upon request to be renewed annually after the third (3rd) year, and shall be recalled for positions in the bargaining unit for which the Faculty Member possesses the necessary educational preparation and professional qualifications.

Subdivision 5.43 Recall Order
Faculty Members qualified under Subdivisions 5.31 and 5.32 shall be recalled in inverse order of layoff.

Subdivision 5.44 Hiring Restrictions
No new Faculty Member shall be hired for a teaching position in the same program area so long as the laid-off Faculty Member qualified under Subdivisions 5.31 and 5.32 retains recall rights.

Subdivision 5.45 Notification
The employer shall notify each employee laid off, pursuant to this Article, of vacant positions in the bargaining unit as such vacancies occur. Notice shall be given by certified mail, return receipt requested. The United Faculty also shall be informed of vacancies.

Subdivision 5.46 Current Address
The Vice President and Provost shall be kept informed by the terminated employee of current addresses, telephone numbers, interest in recall, and areas in which the Faculty Member claims qualification.

Section 5.5 Vacancies
When a vacancy occurs within sixty-ten (60-10) days of the start of a semester, the Faculty Member may decline the recall while retaining all recall rights for the future.

Subdivision 5.51 Recall Notice
When accepting recall under this Section, the Faculty Member shall contact the Office of the Vice President and Provost for assignment within twelve (12) calendar days of the date the recall notice is delivered. Such notice shall be by certified mail, return receipt requested.

Subdivision 5.52 Failure to Report
Failure, after acceptance of recall under this Section, to report for work as specified in the assignment or within thirty (30) days of receipt of notice of recall, whichever is later, shall result in loss of recall rights.
**Article Five**

**Subdivision 5.53 Failure to Respond**

Failure to respond to recall under this Section within twelve (12) calendar days of receipt thereof shall constitute a declining of the recall.

**Section 5.6 Procedures for Recall**

The procedures of this Section apply when notice of recall is sent to a Faculty Member at least sixty-one (61) days in advance of the beginning of the semester in which the vacancy is to be filled.

**Subdivision 5.61 Vacancy Notice**

When a vacancy occurs, each eligible Faculty Member may be sent a vacancy notice, which shall include the number of faculty having higher priority for recall for that vacancy.

**Subdivision 5.62 Failure to Accept**

A Faculty Member on a recall list who receives notice of recall and who does not accept the recall within thirty (30) days of the receipt of the notice of the vacancy or twelve (12) days of the notice of recall, whichever is later, shall lose recall rights.

**Subdivision 5.63 Failure to Report**

A Faculty Member on recall list who accepts recall and who does not report for work on the first (1st) day of the specified semester shall lose recall rights.

**Section 5.7 Temporary Replacements**

When a vacancy occurs during or within ten (10) calendar days of the start of a semester or summer term, the Board may employ a Temporary Instructor for the balance of that term.
ARTICLE SIX
SUMMER EMPLOYMENT

Section 6.0 Compensation

Summer compensation for full-time employment for teaching, research, professional service, or any combination thereof shall be \( \frac{1}{27} \)th of the Faculty Member’s nine-month academic year salary for each semester credit hour taught.

Section 6.1 Assignment

Work assignments will be made by the employer. Part-time assignments during any part of the summer session period may be made.

Section 6.2 Notice of Appointment

Full-time and part-time summer appointments shall be made by memorandum of appointment before March 1 for the May term and April 1 for the June and July terms, but may be earlier if budget schedules permit. Later appointments may be made, if agreed by the employee and employer, in the case of positions for which the availability of funds is not known until a later date.
ARTICLE SEVEN

LEAVES

Section 7.0  Professional Development Assignment

Subdivision 7.01  Definition

A Professional Development Assignment is a paid semester or academic year assignment awarded to a Faculty Member to undertake approved programs of study, research, or other professional activity.

Subdivision 7.02  Compensation

A Professional Development Assignment is awarded for one semester at regular salary or for an academic year at fifty percent (50%) of regular salary.

Paragraph 7.021

Insurance and retirement benefits are maintained during the period of a Professional Development Assignment.

Paragraph 7.022

The Board may place limits on compensation received for professional services performed during the period of a Professional Development Assignment.

Subdivision 7.03  Eligibility

Paragraph 7.031

Tenured Faculty Members are eligible to apply for a Professional Development Assignment.

Paragraph 7.032

A recipient of a Professional Development Assignment is ineligible for a subsequent assignment during the three (3) years following an award.

Subdivision 7.04  Service or Financial Obligation

Paragraph 7.041

The recipient of a Professional Development Assignment agrees to return to full-time employment for one academic year following the year of the award.
Article Seven

Paragraph 7.042
Failure to meet the conditions of Paragraph 7.041 obligates the Faculty Member to pay the University an amount equal to all salaries and benefits received during the period of the assignment. If the Faculty Member returns for part of the requisite period the payback shall be adjusted pro rata.

Paragraph 7.043
Every Faculty Member while on Professional Development Assignment shall be considered to be in regular full-time employment in the position from which the assignment is being taken during the period of said assignment, for the purpose of determining the Faculty Member's length of service.

Subdivision 7.05 Procedure

Paragraph 7.051
A request for a Professional Development Assignment must be submitted no later than October 1 preceding the academic year in which the proposed assignment will be taken.

Paragraph 7.052
A recipient must follow the program proposed in the Professional Development Assignment application unless a variance is approved by the Professional Development Assignment Committee, subject to concurrence by the Vice President and Provost.

Paragraph 7.053
Evaluation of applications for Professional Development Assignments will be carried out by a faculty committee chaired by the Vice President and Provost or her/his designee without vote.
Recommendations of the committee will be subject to approval by the President and the Board.
Recommendations for awards shall be sent to United Faculty when they are sent to the President.

Subdivision 7.06 Availability
Any Professional Development Assignment granted to untenured faculty pursuant to any special program of the Board shall not operate to diminish the number of Professional Development Assignments made available to tenured faculty.
Article Seven

Section 7.1 Sick Leave

Subdivision 7.11 Definition
Sick leave is leave with regular pay granted for personal injury or illness (including pregnancy). A Faculty Member may use sick leave, not to exceed five (5) days per academic year, for serious illness involving necessary care and attention for the Faculty Member's spouse, minor child, domestic partner, parent, or adoption of child. For purposes of this subdivision, the term domestic partner shall be as defined by Board of Regents, State of Iowa, policies at the University of Iowa (October 1992) and applicable procedures for qualification shall be as provided in said policy.

Subdivision 7.12 Record
The Board will maintain a record of accumulated sick leave for each member of the unit and each Faculty Member shall annually be informed of the amount accumulated.

Subdivision 7.13 Accrual

Paragraph 7.131
On the first (1st) day of each semester, nine (9) days will be added to the accumulated sick leave of each member of the unit holding a full-time appointment. Fractional credit, to the nearest day, will be credited to each member on a fractional appointment. If the Faculty Member's first (1st) working day is earlier than the regular first (1st) working day of the semester, the nine (9) days will be credited on such first (1st) working day.

Paragraph 7.132
The maximum accumulated sick leave credit shall be one hundred twenty (120) days. Sick leave shall not accrue during an unpaid leave of absence.

Subdivision 7.14 Deductions
A Faculty Member is on sick leave on any day on which she/he misses classes or other University obligations, or is absent from campus for half or more of a day due to injury, illness, or medical appointments. A Faculty Member's sick leave account will be charged a maximum of five (5) days in any given week.
Article Seven

Subdivision 7.15  Leave Request

Paragraph 7.151
A Faculty Member who proposes to take or takes sick leave must file an official Faculty Absence Request form in time sufficient to permit accommodation to her/his responsibilities whenever possible.

Paragraph 7.152
The Board may request medical proof if absences are excessive or of questionable validity.

Subdivision 7.16  Eligibility

Paragraph 7.161
Sick leave pay will not be made to a member of the faculty during an academic period in which the Faculty Member does not hold a paid appointment.

Paragraph 7.162
When a Faculty Member is on sick leave at the commencement of a new semester the sick leave accrual shall not take place unless and until the Faculty Member returns to regular duties.

Subdivision 7.17  Lay Off - Recall

When a Faculty Member is laid off any unused accumulated sick leave shall be restored provided that the Faculty Member is returned to active service by the University in accordance with Article Five (Staff Reduction).

Subdivision 7.18  Compensation

Compensation during sick leave will be equal to regular compensation less the amount the Faculty Member receives from disability benefits and/or Workers' Compensation.

Section 7.2  Sick Leave Payout

Subdivision 7.21  Cash Payment Option

Effective July 1, 1981, upon retirement, a Faculty Member shall receive cash payment for accumulated unused sick leave in accordance with Chapter 70A.23 of the Code of Iowa (1993) as amended by Chapter 2.42 of the Iowa Acts (1979) as in effect as of February 27, 1981, payable during the pay period preceding the Faculty Member's retirement date.
Article Seven

Subdivision 7.22  Premium Payment Option

Effective July 1, 1981, if a Faculty Member so chooses, payment will be made for monthly premiums for health or life insurance or both in lieu of cash payment in accordance with Chapter 79.23 of the Code of Iowa (1979) as amended by Chapter 2.42 of the Iowa Acts (1979) as in effect as of February 27, 1981, so that the coverage provided is continuous.

Section 7.3  Jury Leave

Subdivision 7.31  Continued Earnings

A Faculty Member who is called for jury service shall be permitted to be absent from her/his duties without loss of pay and without charge against any leave.

Subdivision 7.32  Jury Service Pay

Pay received for jury service shall be reported and remitted to the University, less any travel or personal expense reimbursed for the jury service.

Subdivision 7.33  Absence Request

To receive pay under this Section, the Faculty Member must complete an official Faculty Absence Request form and may be required to furnish satisfactory evidence that such service was performed on the days for which payment is claimed.

Subdivision 7.34  Return

A Faculty Member not required to perform jury duty all day shall return to work.

Section 7.4  Educational, Conference, Research, and Bereavement Leaves

Subdivision 7.41  Short-term Leaves

Paragraph 7.411

The University may grant paid, short-term leaves for Faculty Members to be absent from campus duties for educational and research purposes, conferences, and other professional activities. Short-term leaves are normally for periods of a week or less, though they may be longer at the discretion of the University.

Paragraph 7.412

The University may grant short-term paid bereavement leaves.
Paragraph 7.413

Leaves for purposes of consulting or for professional activities, for which remuneration is received, may average no more than one (1) day per week during an academic term.

Subdivision 7.42 Long-term Leaves

The University may grant paid or unpaid leaves of up to one (1) calendar year to carry out research and/or educational activities supported under grants, contracts, fellowships, or University research awards. The University, at its discretion, may renew such a leave.

Subdivision 7.43 Summer Research Fellowships

Paragraph 7.431

For the 2003-2004 and 2004-2005 appointment years, the Board agrees to allocate not less than one hundred forty thousand four hundred dollars ($140,400) each year as stipends for summer research fellowships.

Paragraph 7.432

Summer research fellowships shall be either full-time (eight weeks) or half-time (four weeks). Full-time summer research fellowships shall carry a stipend of at least five thousand two hundred dollars ($5,200) for the 2003-2004 and 2004-2005 appointment years. The stipend for fellowships of a shorter duration shall be prorated.

Subdivision 7.44 Military Leave

Paragraph 7.441

Military leave is granted in accord with Section 29A.28 of the Code of Iowa.

Paragraph 7.442

Military leave shall be without pay except as otherwise provided by the laws of the state of Iowa.

Subdivision 7.45 Public Office Leave

Faculty Members elected or appointed to a full-time public office shall be granted an unpaid leave of absence for a maximum of four (4) years.
Article Seven

Subdivision 7.46 Terminal Degree Leave

Any tenured Faculty Member who lacks a terminal degree or equivalent in his or her current area of teaching and research specialization may be granted, upon request, a year's leave without pay for the purpose of working toward that degree. Such leave of absence may be renewable for a second (2nd) year, if necessary, for the completion of the degree.

Subdivision 7.47 Professional or Personal Leaves

Faculty Members may be granted paid or unpaid leaves of absence for professional or personal reasons with the consent of the Board.

Subdivision 7.48 Child Care Leave

A Faculty Member shall be granted an unpaid leave of absence, for a period not to exceed one semester, when a Faculty Member becomes a parent through childbirth or adoption of a child of less than 13 years of age. The University shall not be obligated to grant the leave to more than one parent if both parents are employed by the University. To be eligible for this leave, a Faculty Member must provide 60 calendar days of written notice whenever practicable.

Section 7.5 Absence Request Form

Subdivision 7.51 Approval

All absences covered under this Article require the approvals set forth on an official Faculty Absence Request form which must be completed in its entirety, except in emergencies, unusual circumstances, or as otherwise provided in this Article, at least five (5) class days prior to the absence.

Subdivision 7.52 Reimbursements

Reimbursement of expenses under this Article is contingent upon the timely filing of an Absence Request form and approval of expenses.

Section 7.6 Travel and Related Expenses

During the 2003-2004 year, the Board agrees to allocate no less than the sum of three hundred thousand five dollars ($305,000) for faculty travel. During the 2004-2005 year, the Board agrees to allocate no less than the sum of three hundred ten thousand dollars ($310,000) for faculty travel.
Article Seven

Section 7.7 Fringe Benefits During Leaves

Any Faculty Member on paid leave shall receive regular fringe benefits. Any Faculty Member on unpaid leave shall have the option of making contributions sufficient to maintain full and continuous coverage on any or all fringe benefits during the time of the leave, subject to regulations set by the carrier.

Section 7.8 Retraining Leave

A retraining leave is a one- (1-) year leave without compensation which shall be granted, upon request, to a Faculty Member who has received notice of layoff, to assist the Faculty Member to undertake a program of study to enable the Faculty Member to qualify for recall rights pursuant to Article Five (Staff Reduction) to this Agreement.
ARTICLE EIGHT

SALARIES

Section 8.0 2003-2004 Salaries

Effective with the 2003-2004 appointment year, each full-time member of the bargaining unit (including anyone on phased retirement) who was employed on April 30, 2003, as a full-time member of the bargaining unit:

Subdivision 8.01 Percentage Increase

Shall receive a one and eighty-seven hundreds percent (1.87%) salary increase, to be added to her/his base salary for the appointment year 2003-2004.

Subdivision 8.02 Incremental Increase

Shall receive a three hundred thirty-five dollars ($335) salary increase, to be added to her/his base salary for the appointment year 2003-2004 prior to any promotional increase or increase provided by Subdivision 8.04.

Subdivision 8.03 Individual Adjustment Increase

Effective with the 2003-2004 appointment year, the full-time Faculty Members of the bargaining unit who were employed on April 30, 2003, as full-time members of the bargaining unit shall receive an average increase of not less than six hundred and eight dollars ($608) per full-time Faculty Member, which money the Board may use, at its discretion, for individual salary adjustments (including merit increases, adjustments for market conditions and promotions), the distribution of which shall not be subject to the grievance procedure. The United Faculty shall be provided, as soon as reasonably practicable, a list of the recipients and amounts of individual adjustment awards.

Subdivision 8.04 Minimum Salaries by Rank

For the 2003-2004 appointment year all full-time members of the bargaining unit shall receive at least the amount listed on Appendix A for zero years in her/his rank.

Section 8.1 2004-2005 Salaries

Effective with the 2004-2005 appointment year, each full-time member of the bargaining unit (including anyone on phased retirement) who was employed on April 30, 2004, as a full-time member of the bargaining unit:
Article Eight

Subdivision 8.11 Percentage Increase
Shall receive a two percent (2%) salary increase to be added to her/his base salary for the appointment year 2004-2005.

Subdivision 8.12 Incremental Increase
Shall receive a three hundred seventy-one dollars ($371) incremental raise to be added to her/his base salary for the appointment year 2004-2005 prior to any promotional increase or increase provided by Subdivision 8.14.

Subdivision 8.13 Individual Adjustment Increase
Effective with the 2004-2005 appointment year, the full-time Faculty Members of the bargaining unit who were employed on April 30, 2004, as full-time members of the bargaining unit shall receive an average increase of not less than six hundred seventy-four dollars ($674) per full-time Faculty Member, which money the Board may use at its discretion for individual salary adjustments (including merit increase, adjustments for market conditions, and promotions), the distribution of which shall not be subject to the grievance procedure. The United Faculty shall be provided, as soon as reasonable practicable, a list of the recipients and amounts of individual adjustment awards.

Subdivision 8.14 Minimum Salaries by Rank
For the 2004-2005 appointment year all full-time members of the bargaining unit shall receive at least the amount listed on Appendix A for zero years in her/his rank.

Section 8.2 Promotions

Subdivision 8.21 2001-2002 and 2002-2003 Promotion Increases
For the 2003-2004 and 2004-2005 appointment years every Faculty Member promoted in rank shall receive at least one thousand, seventy-five dollars ($1,075) to Assistant Professor; one thousand four hundred seventy-five dollars ($1,475) to Associate Professor; and one thousand eight hundred twenty-five dollars ($1,825) to Professor; in addition to a percentage increase and an incremental increase.
Section 8.3 Part-time Salaries

Part-time faculty shall be paid at a rate of no less than one thousand two hundred dollars ($1,200) per credit hour for the 2003-2004 appointment year and one thousand two hundred fifty dollars ($1,250) per credit hour for the 2004-2005 appointment year.

Section 8.4 Minimum Salary Guidelines

The maximum number of years applicable under this Section shall be as shown on Appendix A for the 2003-2004 appointment year and as shown on Appendix A for the 2004-2005 appointment year. A Faculty Member promoted in rank shall receive credit for one-half of her/his years of service (rounded up to the nearest whole number) with the Board at UNI, in the new rank, for purposes of these minimum salary guidelines as applicable to full-time Faculty Members.

Section 8.5 Probationary Appointment Salaries

Notwithstanding any other provisions of this Article, salaries for initial probationary appointments shall be set without regard to salaries for previous temporary appointments.

Section 8.6 Salary Payments

Faculty Members on regular academic year appointment shall be paid, at the option of the Faculty Member, in ten (10) or twelve (12) equal installments at the end of each month beginning in August or July respectively. A Faculty Member shall be paid at the previously designated option unless the Faculty Member notifies the University in writing of a change prior to May 15 preceding the academic year.
ARTICLE NINE

INSURANCE

Section 9.0 Description of Benefits

Description of benefits provided herein is intended to be informational only and the language of the insurance contracts established from time to time by the Board shall govern all claims. United Faculty shall be provided a copy of each insurance policy contract issued according to this Article at the beginning of each fiscal year and whenever any change is made in the coverage.

Section 9.1 Group Life Insurance

Subdivision 9.11 Life Insurance

The Board will provide for all eligible unit members life insurance in an amount which is two and one-half times the unit member's budgeted salary to a maximum of two hundred fifty thousand dollars ($250,000), when rounded to the nearest thousand dollars. The life insurance coverage shall reduce five percent (5%) each year on the July 1 coinciding with or next following the attainment of each additional year of age commencing with age sixty-one (61). Changes in the amount of life insurance resulting from a change in annual budgeted salary shall become effective on the date of such change provided the Faculty Member is actively serving on such date; otherwise the change shall occur on the date of return to active service.

Subdivision 9.12 Accidental Death and Dismemberment

The Board will provide for all eligible unit members accidental death and dismemberment insurance which will provide for payment upon the accidental death of the eligible unit member an additional amount equal to the life insurance benefit in Subdivision 9.11. In the case of dismemberment, benefit shall be as provided in the insurance policy.

Subdivision 9.13 Cost of Insurance

The cost of the insurance shall be paid by the Board.

Subdivision 9.14 Eligibility

Eligible unit members, as used in this section, are those who hold a term, probationary, or tenure appointment involving service of half-time or greater for a period of at least nine (9) months (an academic year).
Article Nine

Section 9.2 Long-term Disability

Subdivision 9.21

Eligible unit members following one year of service will have provided to them disability income protection which provides monthly benefits payable for twelve (12) months a year after ninety (90) working days of total disability or the exhaustion of all accrued sick leave, whichever occurs later. If totally disabled, the eligible unit member's monthly income shall be calculated as follows:

- After one year of employment - 30% of annual budgeted salary divided by 12.
- After two years of employment - 40% of annual budgeted salary divided by 12.
- After three years of employment - 50% of annual budgeted salary divided by 12.
- After four years of employment - 60% of annual budgeted salary divided by 12.
- After five years of employment - 70% of annual budgeted salary divided by 12.

The monthly income so determined shall be reduced by any payments for that month for paid sick leave, vacation leave (where eligible), Worker's Compensation benefits, or payments for which the employee or any of her/his dependents are eligible under the Federal Social Security Act because of the unit member's disability; provided, however, that the Social Security benefit reduction shall not be affected by cost of living increases in said Social Security payments. Under no conditions may the unit member's monthly income which accrues under the disability income protection provided by the Board, Social Security, paid sick leave, vacation leave, and Workers Compensation benefits exceed five thousand dollars ($5,000), except FICA cost of living increases shall not be included in the Social Security component. Under this program, TIAA-CREF premiums are continued in force for as long as the disability income is approved. The Board agrees to continue to pay for the health and dental insurance as provided in Sections 9.3 and 9.4 of this article, not to exceed five (5) years from the date of disability. Monthly income payments shall continue during total disability to the June 30 coinciding with or following the attainment of age sixty-five (65) if the said disability began prior to age sixty (60). If disability occurs at age sixty (60) or later, the monthly income payments shall cease after sixty (60) months or on June 30 following attainment of age seventy (70), whichever comes earlier.

Subdivision 9.22 Cost of Insurance

The cost of the insurance shall be paid by the Board.
Subdivision 9.23 Supplemental Disability Insurance

The Board shall make available supplemental disability insurance to faculty employed less than five years. The insurance shall supplement the benefits in Subdivision 9.21. The cost of the supplemental disability insurance shall be borne by the Faculty Member.

Subdivision 9.24 Eligibility

Eligible unit members, as used in this Section, are those who hold a term, probationary, or tenure appointment involving service of half-time or greater for a period of at least nine (9) months (an academic year).

Section 9.3 Health Insurance

The Board agrees during the term of this Agreement to provide group health insurance benefits to eligible bargaining unit members in accordance with the following provisions:

Subdivision 9.31 2003-2005 Health Insurance Contribution

Effective July 1, 2003, the Board shall contribute toward the premium of eligible bargaining unit members the full cost of premiums for Faculty Members having individual coverage. The remaining twenty-five percent (25%) of the dependent cost shall be borne by the Faculty Member and paid by payroll deduction. In the event a Faculty Member has a spouse also in the bargaining unit, the Board shall contribute an additional individual contribution toward the purchase of dependent coverage or the seventy-five percent (75%) regular contribution toward dependent coverage, whichever is greater.

Subdivision 9.32 Eligibility

Eligible unit members, as used in this section, are those who hold a temporary, term, probationary, or tenure appointment involving service of half time or greater for a period of at least nine (9) months (an academic year). In the event a temporary Faculty Member initially appointed for a single semester is continued beyond the original appointment for an additional semester(s), such Faculty Member shall be eligible for health insurance contributions effective at the commencement of the second semester to continue as long as the temporary Faculty Member is continuously employed.

Subdivision 9.33 Change in Coverage

The parties agree that there will be no substantial change in the current health insurance coverage during the term of this Agreement except by agreement of the parties.
Section 9.4 Dental Insurance

The Board agrees to provide group dental insurance benefits to eligible unit members in accordance with the following provisions:

**Subdivision 9.41 2003-2005 Dental Insurance Contribution**

Effective July 1, 2003, the Board shall contribute toward the premium of eligible bargaining unit the full cost of premiums for members for Faculty Members having individual coverage. For those members qualifying for dependent coverage, the Board shall contribute the same dollar amount toward such dependent coverage as is contributed for individual coverage. In the event a Faculty Member has a spouse also in the bargaining unit, the Board shall contribute an additional individual contribution toward the purchase of dependent coverage.

**Subdivision 9.42 Eligibility**

Eligible unit members, as used in this Section, are those who hold a temporary, term, probationary, or tenure appointment involving service of half time or greater for a period of at least nine (9) months (an academic year). In the event a temporary Faculty Member initially appointed for a single semester is continued beyond the original appointment for an additional semester(s), such Faculty Member shall be eligible for dental insurance contributions effective at the commencement of the second semester to continue as long as the temporary Faculty Member is continuously employed.

**Subdivision 9.43 Change in Coverage**

The parties agree that there will be no substantial change in the current dental insurance coverage during the term of this Agreement except by agreement of the parties.

Section 9.5 Pre-tax Benefits

**Subdivision 9.51 Payroll Reduction Plan**

The University will offer a payroll reduction plan (consistent with Internal Revenue Service Code Section 125 and Internal Revenue regulations) through which Faculty Members may elect, during a designated annual enrollment period, to pay their share of the health and dental premiums with pre-tax rather than post-tax salary dollars.
Article Nine

Subdivision 9.52 Payroll Reduction Plan
The University will provide a payroll reduction program (consistent with Internal Revenue Code Section 129 and Internal Revenue Service regulations) through which Faculty Members may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable dependent care expenses will be reimbursed.

Subdivision 9.53 Medical Expenses Reduction Plan
The University will provide a payroll reduction program (consistent with the Internal Revenue Code and Internal Revenue Service regulation) through which Faculty Members may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable medical expenses will be reimbursed.

Subdivision 9.54 Available Benefits
Prior to the implementation dates of the salary reduction programs the University shall provide written information and employee meetings to provide employees with information concerning available benefits for those employees choosing to enroll in such programs.

Section 9.6 Open Enrollment Period - Health and Dental

Subdivision 9.61
The University agrees to provide a special one-time thirty (30) calendar day open enrollment and change period for health and dental insurance to be held annually during the month of April throughout the term of this Agreement.

Section 9.7 Eligibility of Surviving Spouse
Should a Faculty Member who has dependent health and dental coverage become deceased while covered under the provisions of this Section, the Board agrees to allow the surviving spouse to continue in the group health and dental program provided that the surviving spouse pays the full cost of the monthly premium(s).
Article Nine

Section 9.8 Domestic Partner

A domestic partner shall be eligible for participation in the group health and dental insurance plans. Board contribution towards the premium payment for coverage shall be the same as it is for a spouse/dependent(s).

For purposes of this section, the term "domestic partner" shall be as defined by the policy as provided by the University Benefits Office, and to be eligible for the domestic partner benefit, an employee must follow University policy and procedure and execute the affidavit as provided by the University Benefits Office.

The University shall develop policies and procedures for such purposes consistent with the provisions of this section. Upon the death of the Faculty Member, a qualifying domestic partner may remain in the group insurance program(s) for a period as prescribed by law by paying the full cost of the premium(s).
ARTICLE TEN
GRIEVANCE PROCEDURE

Section 10.0 Definitions

Subdivision 10.01 Grievance
A "grievance" is an allegation by a Faculty Member that there has been a violation, misinterpretation, or misapplication of any provision of this Master Agreement, except for matter subject to appeal under Article Eleven (Appeal), which shall be resolved under the procedures of that Article. The United Faculty may file a grievance on organizational rights specified in this Agreement and may waive the first two (2) levels under Section 10.3.

Subdivision 10.02 Aggrieved Person
An "aggrieved person" is the person or the United Faculty making the complaint.

Subdivision 10.03 Party in Interest
A "party in interest" is the person or persons making the complaint and any person, including the United Faculty or the Board, or their representative, who might be required to take action or against whom action might be taken in order to resolve the complaint.

Section 10.1 Purpose

Subdivision 10.11 Lowest Level
The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances.

Subdivision 10.12 Informal and Confidential
Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Section 10.2 General Procedures

Subdivision 10.21 Time Limits
The failure of an aggrieved person to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.
Article Ten

Subdivision 10.22 Processing

The investigation, handling, or processing of any grievance by the grieving person or the United Faculty shall be conducted so as not to interfere with specifically assigned duties. Any departure from this provision shall be by mutual agreement.

Subdivision 10.23 Election of Forum

If the grievant files any claim or complaint in any forum other than under the grievance procedure of this Master Agreement, then, while such claim is pending or after it has been adjudicated, the Board shall not be required to process the same or a substantially equivalent claim through this grievance procedure.

Subdivision 10.24 Filing of Initial Grievance

A Faculty Member who alleges that contract provisions have been violated shall initially seek to resolve the problem by informal means through administrative channels. This procedure must be initiated within thirty (30) days following the time at which the aggrieved party could reasonably have been aware of the occurrence of the grievance. However, under no circumstances shall a grievance be considered timely after twelve (12) calendar months from the date of occurrence.

Subdivision 10.25 Written Grievance

A formal grievance must be submitted in writing and shall contain a concise statement of the facts surrounding the grievance. The statement must specify the specific Article or provision allegedly violated, and relief requested. The grievance shall be filed on the form approved by the parties, which shall be obtained from the United Faculty (Appendix B).

Subdivision 10.26 Filing Limitations

A formal grievance will be processed only if filed within forty-five (45) days following the time at which the aggrieved party could reasonably have been aware of the occurrence of the grievance. However, under no circumstances shall a grievance be considered timely after twelve (12) calendar months from the date of occurrence. The grievance form shall contain an endorsement indicating the United Faculty's receipt of a copy of the complaint.
Article Ten

Subdivision 10.27 Days Defined

In all instances in which "days" is specified in this Article the term refers to class days. Saturdays, Sundays, holidays, and days when classes are not in session are not counted. Class days during summer session will be counted for faculty on summer appointment (teaching and research) for the whole eight (8) weeks regardless of period of appointment of Faculty Member. By mutual agreement between United Faculty and the Board class days may not be counted for faculty on summer appointment. Class days for faculty not on summer appointment will not be counted except by mutual agreement between United Faculty and the Board. When counting days, the day the grievance is received at any point in the procedure shall be considered "day one."

Section 10.3 Formal Levels

Subdivision 10.31 Level One

The grievance form shall be filed with the grievant's Department Head who shall respond within fourteen (14) days, indicating her/his disposition of the case. The Department Head shall distribute copies as indicated on the approved grievance form.

Subdivision 10.32 Level Two

The aggrieved person may, within fourteen (14) days of the receipt of the disposition of the case at Level One, appeal to the appropriate Dean, in writing, with the authorized signature of United Faculty. The Dean shall meet with the parties and United Faculty, and, within fourteen (14) days of receipt of the appeal, indicate her/his response in writing, with a copy to United Faculty.

Subdivision 10.33 Level Three

The aggrieved person may, within fourteen (14) days of the receipt of the decision at Level Two, appeal to the President or her/his designee, with the authorized signature of United Faculty. The President or designee shall, within fourteen (14) days of receipt, indicate her/his response in writing, with a copy to United Faculty.

Section 10.4 Arbitration (Level Four)

Subdivision 10.41 Notice of Arbitration

The United Faculty may submit a grievance to arbitration with the consent of the grievant and with notice to the President and copy to the Board Office, provided written notice of intent to arbitrate is delivered to the Office of the President within twenty-one (21) days of receipt of the President's response at Level Three.
Subdivision 10.42 Selection Procedure

Unless otherwise mutually agreed by the parties, the arbitrator shall be chosen according to the following procedure:

Paragraph 10.421
The arbitrator shall be chosen from a permanent panel established by the parties. The permanent panel shall consist of seven arbitrators and shall exist for the two-year period covered by this agreement.

Paragraph 10.422
All arbitrators on the panel shall be employed by a four-year college or University and shall not be a former or current employee of the Board (unless otherwise mutually agreed by the parties). All arbitrators offered by the parties for inclusion on the panel shall be on the arbitrators lists of the American Arbitration Association and/or the Iowa Public Employment Relations Board.

Paragraph 10.423
The parties shall first attempt to determine the members of the permanent panel through consensus. If the panel is not completed through consensus, each party shall submit a list of eight (8) names with the qualifications specified in Paragraph 10.422. If a name appears on both lists, that person shall be a member of the panel. The parties shall strike names from the list alternately until the panel has seven (7) remaining members. The arbitrators on the panel shall be notified of their selection and asked if they will accept. If any does not accept, the parties shall fill the vacancy through consensus or through the provisions of Paragraph 10.424.

Paragraph 10.424
If, during the term of the panel, a vacancy should occur or the parties mutually agree to remove a member of the panel, each party shall submit three (3) names. The parties shall alternately strike names until one remains, and such remaining person shall be a member of the panel.

Paragraph 10.425
When a grievance has been taken to arbitration, the parties shall, within 14 days, meet to select the arbitrator. The parties shall strike alternately until one name remains. The person who remains shall be the arbitrator. The parties shall promptly notify the arbitrator of her/his selection.
Subdivision 10.43 Hearing and Decision

The arbitrator so selected shall confer with the President or designee and the United Faculty and hold hearings promptly and shall issue her/his decision not later than thirty (30) calendar days from the date of the close of the hearings or, if written briefs have not been waived, then from the date the final statements and proofs on the issues are submitted to her/him. The arbitrator's decision shall be in writing and shall set forth her/his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to alter, add, or detract from the specific provisions of the Agreement. The decision of the arbitrator shall be submitted to the President and the United Faculty and shall be final and binding on the parties.

Subdivision 10.44 Costs

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the United Faculty. Any other expenses incurred shall be paid by the party incurring the same.

Section 10.5 Rights of Employees to Representation

Subdivision 10.51 Employee and United Faculty

Any aggrieved person may be represented at all stages of the grievance procedure prior to Level Three by herself/himself, or at United Faculty's option, by a representative selected or approved by the United Faculty. The United Faculty shall have the right to be present at all levels as a party of interest.

Subdivision 10.52 Separate Grievance File

All official documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file. The grievance file shall be accessible during business hours to the grievant and United Faculty upon the request of either.

Subdivision 10.53 Arbitration Hearings

All hearings before the arbitrator under this procedure shall be open except if the parties mutually agree that the proceedings should be closed, or the arbitrator orders the proceedings closed for cause.
ARTICLE ELEVEN

APPEAL OF DENIAL OF TENURE, FAILURE TO PROMOTE,
NONRENEWAL OF PROBATIONARY APPOINTMENTS,
TERMINATION OF TERM APPOINTMENTS BEFORE THE END OF APPOINTMENT,
AND RECOMMENDATIONS TO TERMINATE A TENURED FACULTY MEMBER

Section 11.0 Scope

The procedures of this Article will be available as the exclusive institutional remedy for a Faculty Member who receives an unfavorable decision by the Vice President and Provost:

Subdivision 11.01 On Tenure

Where the first regularly scheduled decision on tenure has been not to award tenure, or where the decision will result in termination.

Subdivision 11.02 On Promotion

Where the arbitration procedures of this Article had not been used by the Faculty Member during the preceding four (4) years with respect to promotion at the same rank, or where the grounds on which a previous promotion grievance was denied have been materially altered.

Subdivision 11.03 On Non-renewal

Where the Faculty Member has been on the probationary track.

Subdivision 11.04 On Termination of a Term Appointment

It is agreed by the parties that the hearing for a Faculty Member on a term appointment is available only when the termination of the Faculty Member is to occur before the end of the term of the appointment.

Subdivision 11.05 On Termination of a Tenured Faculty Member

A tenured Faculty Member who receives a decision on termination by the President may elect to seek a review of the President's decision by commencing the review at the step provided in Section 11.4 within twenty-one (21) days of the receipt of such decision.

Subdivision 11.06 Immediate Discharge of a Probationary Faculty Member

In the event a probationary faculty member is immediately discharged for cause during an academic year, as opposed to a non-renewal as provided elsewhere in this Article, the faculty member may seek a review pursuant to Section 11.3, 11.4, and 11.6 as provided in this Article by requesting such review in writing within twenty-one (21) days of receipt of such decision.
Article Eleven

Subdivision 11.07 Discipline Other Than Discharge of a Probationary or Tenured Faculty Member

In the event a probationary or tenured faculty member is disciplined by a suspension or written reprimand, such faculty member may seek a review pursuant to Section 11.3, 11.4, and 11.6 as provided in this Article by requesting such review in writing within twenty-one (21) days of receipt of such action.

Section 11.1 Availability of Review

While decisions to promote, to award tenure, or to reappoint a Faculty Member on probationary or term appointment are the responsibility of academic officers, and while no opportunity for hearing is routinely provided in connection with a failure to promote, to reappoint, or to grant tenure, a hearing, as provided in this Article, shall be available in such cases where there is an allegation that the action was based on one or more of the grounds for complaint in Section 11.2.

Section 11.2 Grounds for Complaint

It shall be grounds for complaint if a decision to deny tenure, to fail to reappoint, to fail to promote, or to terminate a tenured Faculty Member, is:

Subdivision 11.21 Discrimination

Based on the Faculty Member's age, national origin, race, religion, creed, gender, or sexual orientation;

Subdivision 11.22 Academic Freedom

For reasons which violate the Faculty Member's academic freedom, as the term is defined and limited by the American Association of University Professors 1940 Statement of Principles on Academic Freedom and Tenure with the 1970 Interpretive Comments, Board of Regents Policy and UNI Policy 6.10 entitled, “Ethics and Academic Responsibility”.

Subdivision 11.23 Established Procedures

Made by the administration in a manner which substantially fails to comport with established University procedures on tenure, promotion, or termination as defined in Section 11.0 except where subject to the provisions of Article Ten (Grievance Procedure);

Subdivision 11.24 Reasons and Facts

Made for reasons which are clearly inappropriate as a basis for decision or clearly without basis in fact; or
Article Eleven

Subdivision 11.25 Expectations
Made despite the Faculty Member's reasonable expectations based on representations in writing made to him or her by authorized University administrators that the Faculty Member would be reappointed, granted tenure or promoted.

Section 11.3 Appeal Conference

Subdivision 11.31 Filing of an Appeal
A Faculty Member who desires review of decisions defined under Section 11.0 shall submit a notice of appeal to the Office of the Vice President and Provost within twenty-one (21) days of receiving notification of the negative vice presidential decision. Unless mutually agreed otherwise by the Board and United Faculty, March 1 shall be considered day one when counting days for submitting the Notice of Appeal. Such notice of appeal shall include the appropriate grounds for complaint as defined in Section 11.2, and, in reasonable detail, the alleged facts which support those grounds for complaint (Appendix C).

Subdivision 11.32 Conference
Within twenty-one (21) days of the notice of appeal, a conference shall be held between the affected Faculty Member and the Vice President and Provost, or her/his designee. At the conference, the affected Faculty Member shall have the opportunity to present written evidence and to make oral arguments in behalf of her/his position. Five (5) days in advance of the conference, the Vice President and Provost, or her/his designee, shall provide a written statement of the reasons for the negative personnel decision. Invited to the conference will be the Dean of the College, head of the department, a member of the department faculty chosen by it, and a representative of the United Faculty.

Subdivision 11.33 Disposition of Appeal
Within forty-five (45) calendar days of the conference, the Vice President and Provost, or her/his designee, will indicate her/his disposition of the appeal, in writing, and shall furnish a copy thereof to the affected Faculty Member and all invited parties.
Section 11.4 Arbitration

Subdivision 11.41 Nature of Appeal and Time Limits

If the affected member is not satisfied with the disposition of the appeal, or if no disposition is issued within forty-five (45) calendar days of the conference, she/he may file an "intent to appeal to the arbitrator." Such intent to appeal shall be filed with the Office of the President within forty-five (45) calendar days of receipt of the Vice President and Provost's disposition of appeal. An intent to appeal may be filed only if it contains an endorsement by the United Faculty (Appendix D).

Subdivision 11.42 Selection of Arbitrator

When the grievance has been taken to arbitration, the parties shall, within 14 days, meet to select the arbitrator. The parties shall strike alternately from the permanent panel of arbitrators as provided in Article Ten, Subdivision 10.42, until one name remains. The person who remains shall be the arbitrator. The parties shall promptly notify the arbitrator of her/his selection.

Subdivision 11.43 Hearing Proceedings

The arbitrator so selected shall confer with the affected Faculty Member and the Office of the President and hold a hearing promptly. The hearing shall be open except by agreement between the Board and the Faculty Member. The Faculty Member shall present evidence first and shall have the burden of proving that the Board's action was improper under the provisions of Section 11.2, except as provided hereinafter in this Subdivision. The arbitrator shall issue a report not later than thirty (30) days from the date of the close of the hearing. Such report shall be in writing and shall set forth her/his findings of fact, reasoning and conclusions on the issue submitted.

Subdivision 11.44 Standard of Review

The standard of review to be applied by the arbitrator shall be whether the affected Faculty Member has proven by a preponderance of the evidence that the Vice President and Provost's decision was in violation of Section 11.2 of this Article.

Section 11.5 Dismissal of Tenured Faculty

Notwithstanding any other provision of this Article, in the case of dismissal of a tenured Faculty Member the University shall have the burden of proving just cause for the dismissal by a preponderance of the evidence, and in such case the decision of the arbitrator shall be final and binding.
Section 11.6 Disposition of the Arbitrator's Report

Subdivision 11.61 President's Review

The report of the arbitrator, the Vice President and Provost's disposition of the appeal, and the record made in the case, shall be forwarded to the President for review. After reviewing the record, the report, and the Vice President and Provost's disposition, the President will determine what administrative response, if any, shall be taken. In making such decision, the President will give great weight to the report of the arbitrator. There will be no oral argument before the President, but either party may submit a brief in support of the party's position. Such brief shall be submitted within fourteen (14) days of the receipt of the arbitrator's report by the parties. The decision of the President shall be issued within sixty (60) calendar days following receipt of such briefs.

Subdivision 11.62 Acceptance by President

If the President accepts the recommendation of the arbitrator, she/he shall make appropriate recommendations, when necessary, to the Board to implement the decision, and the case shall be deemed closed.

Subdivision 11.63 Rejection by President

If the President rejects the recommendation of the arbitrator, the President shall do so in writing, giving reasons for going against the report. The Faculty Member may then request and shall receive a review by the Board.

Subdivision 11.64 Appeal to the Board

Appeals for review of a presidential rejection of an arbitrator's recommendation by the Board shall be filed within twenty-one (21) days of the receipt of such decision. Upon request by a Faculty Member for a review of a presidential decision, the Board shall confer with the parties and promptly set a date for consideration of the appeal. The Board shall consider the appeal and shall issue a decision in writing, which shall be transmitted to the affected Faculty Member and the President. Such decision shall exhaust administrative remedies provided in this Article.

Section 11.7 Other Provisions

Subdivision 11.71 Representation

A Faculty Member utilizing this procedure may be represented at all stages by a representative of the United Faculty.
Subdivision 11.72 Application of Time Limits

The failure of an employee or United Faculty to act on an appeal under this Article within the prescribed time limits will act as a bar to any further appeal under this Article. An administrator's failure to give a decision within the time limits under this Article shall permit the appeal to proceed to the next step. The time limits may be extended by mutual agreement.

Subdivision 11.73 Costs

The costs for the services of the arbitrator will be borne equally by the Board and the United Faculty.

Subdivision 11.74 Election of Forum

If a Faculty Member files any claim or complaint in any forum other than under this Article, then, while the complaint is pending or if it has been adjudicated, the Board shall not be required to process the same or a substantially equivalent claim through the procedures of this Article.

Subdivision 11.75 Days Defined

In all instances in which "days" is specified in this Article, the term refers to class days. Saturdays, Sundays, holidays, and days when classes are not in session are not counted. Class days during the summer session will be counted for faculty on summer appointment (teaching or research) during the period of appointment. By mutual agreement between United Faculty and the Board, class days may not be counted for faculty on summer appointment. Class days for faculty not on summer appointment will not be counted except by mutual agreement between United Faculty and the Board. When counting days, the day the grievance is received at any point in the procedure shall be considered "day one".

Subdivision 11.76 Arbitration Hearings

All hearings before the arbitrator under this procedure shall be open except if the parties mutually agree that the proceedings shall be closed, or the arbitrator orders the proceedings closed for cause.
ARTICLE TWELVE

DEDUCTIONS

Section 12.0 United Faculty Deductions

Subdivision 12.01 Authorization Form

The United Faculty shall provide Human Resources with a signed authorization, on a form approved by United Faculty and the Board, from each member for whom deductions are to be made, setting forth the amount to be deducted. The authorization forms shall be submitted fifteen (15) days prior to the University's monthly payroll date on which the deductions are to commence. The authorization may be terminated as provided by law (Appendix E).

Subdivision 12.02 Deduction and Transmittal

Pursuant to a deduction authorization, the Board shall deduct the amount specified on the deduction authorization form from the salary check of the Faculty Member each month for ten (10) months, beginning in August and ending in May of each year or consistent with twelve (12) month pay option. The Board will transmit to the United Faculty the total deduction of dues within ten (10) days after each pay period. Faculty Members who begin dues deduction after August shall have the amount specified on the deduction authorization form deducted in the remaining months of employment through May.

Subdivision 12.03 Hold Harmless

The United Faculty agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deduction except that nothing in this Section shall absolve the Board from its obligation to transmit to United Faculty, in accordance with this Article, all monies collected by the Board for United Faculty pursuant to this article.

Section 12.1 Other Deductions

Upon appropriate written authorization from the Faculty Member, the Board shall deduct from the salary of any Faculty Member and make appropriate remittance for approved annuities, the UNI Credit Union, University health insurance, the Cedar Valley United Way, and other plans, programs, and agencies approved by both the Board and United Faculty.
ARTICLE THIRTEEN

HEALTH AND SAFETY

Section 13.0 Provision for Health and Safety

The Board shall provide, in accordance with the regulations of the applicable federal and state agencies, for
the health and safety of Faculty Members to facilitate the performance of their responsibilities.

Section 13.1 Facilities and Equipment

The Board shall furnish and maintain in accordance with applicable federal and state regulations all
University buildings, facilities, grounds and equipment necessary for the Faculty Members' performance of
their responsibilities without danger to their health and safety.
ARTICLE FOURTEEN
TRANSFER

Section 14.0 Definition

The University’s assignment of a faculty member to another department shall be considered a transfer.

Section 14.1 Notice

Notice of forthcoming transfers shall be provided to affected faculty members in writing as soon as practical, and not less than 60 days prior to the effective date of such transfer unless exceptional circumstances exist. The written notice shall contain the reasons necessitating the transfer. A copy of the notice shall be provided to the United Faculty. Normally, transfers shall not take place during the course of a semester.

Section 14.2 Meeting Prior to Transfer

Transfers shall be made only after a meeting between the faculty member involved, the UNI-United Faculty representative, if requested, and the University administrator who is responsible for the transfer decision.

Section 14.3 Involuntary Transfer

Subdivision 14.31

Prior to making an involuntary transfer, the faculty member will be notified and the faculty member may volunteer for the transfer. If the transfer becomes involuntary, the faculty member will be provided written reason(s) for the transfer.

Subdivision 14.32

If the faculty member objects to the transfer, the University will consider other viable alternatives, if any.

Subdivision 14.33

A faculty member who has been involuntarily transferred shall receive consideration for reassignment if such opportunity becomes available in the future.

Section 14.4 Grievability

A faculty member may file a grievance relating to this Article through Section 10, Subdivision 10.33. However, the decision of the President or his designee in Article Ten, Section 10.3, Subdivision 10.33, Level Three, shall be final and such grievance shall not be considered at the arbitration level, Section 10.4.
ARTICLE FIFTEEN
COMPLIANCE CLAUSE

Section 15.0 Separability

If any provision of the Agreement or any application of this Agreement to any Faculty Member or group of Faculty Members is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, and the Board and the United Faculty shall enter into immediate negotiations to replace said provision. All other provisions or applications shall continue in full force and effect.

Section 15.1 Finality and Effect of Agreement

Subdivision 15.11 Entire Agreement

This Agreement constitutes the entire Collective Bargaining Agreement between the United Faculty and the Board and concludes Collective Bargaining for its term except as provided elsewhere in this Article.

Subdivision 15.12 Effect

The parties acknowledge that the understandings and agreements arrived at through Collective Bargaining are set forth in this Agreement, and each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate any matter, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter for the term of this Agreement except as provided elsewhere in this Article.

Subdivision 15.13 No Waiver

Paragraph 15.131

Nothing in this Article waives any right or duty to bargain which may arise under the provisions of Chapter 20, Section 17.6 of the Code of Iowa.

Paragraph 15.132

Nothing in this Article waives any right the United Faculty may have to bargain with the Board concerning changes the Board may wish to implement in matters not covered by this Agreement, but which are mandatory subjects of bargaining under Chapter 20 of the Code of Iowa.
Article Fifteen

Section 15.2 Management Rights

The Board reserves all of its statutory powers and authority not lawfully modified by this Agreement.

Section 15.3 Printing and Distribution of the Master Agreement

The Board shall at its expense print and distribute fifty (50) copies of the Master Agreement to the United Faculty within thirty (30) calendar days after this Master Agreement has been finalized. The Board shall also provide a copy to each new faculty member. The Board shall also place the Master Agreement on the University web site at: http://www.uni.edu/vpaa03-05facultycontract/.
ARTICLE SIXTEEN
DURATION/SIGNATURES

Section 16.0 Duration

This Agreement shall be effective as of July 1, 2003, and shall continue in effect until June 30, 2005.

Section 16.1 Signatures

In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives and their signatures placed thereon, all on the 15th day of March, 2003.

Gregory S. Nichols
Executive Director
Board of Regents, State of Iowa

Andrew F. Thompson
President
United Faculty

Date, 2003

Date, 2003

Charles E. Quirk
Chief Negotiator
United Faculty

Jesse G. Swan
Chair, Negotiations Committee
United Faculty

Date, 2003

Date, 2003
## Minimum Salary Guidelines

### 2003-2004

<table>
<thead>
<tr>
<th>Years Completed</th>
<th>Assistant Instructor</th>
<th>Associate Professor</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Rank</td>
<td></td>
<td></td>
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<tr>
<td>Minimum</td>
<td>0 years</td>
<td>$32,236</td>
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<tr>
<td>1st Ref Pt.</td>
<td>5 years</td>
<td>$34,997</td>
</tr>
<tr>
<td>2nd Ref Pt.</td>
<td>10 years</td>
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<tr>
<td>3rd Ref Pt.</td>
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<td>$40,515</td>
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<td>4th Ref Pt.</td>
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<td>5th Ref Pt.</td>
<td>25 years</td>
<td>$50,832</td>
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### 2004-2005

<table>
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<th>Years Completed</th>
<th>Assistant Instructor</th>
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<tbody>
<tr>
<td>In Rank</td>
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<tr>
<td>Minimum</td>
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<td>$32,881</td>
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<tr>
<td>1st Ref Pt.</td>
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<td>$35,697</td>
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<td>2nd Ref Pt.</td>
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<tr>
<td>5th Ref Pt.</td>
<td>25 years</td>
<td>$51,849</td>
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A Faculty Member promoted in rank shall receive credit for one-half of her/his years of...
service (rounded up to the nearest whole number) with the Board at UNI, in the new rank, for purposes of these minimum salary guidelines as applicable to full-time Faculty Members.
# APPENDIX B

**ARTICLE X GRIEVANCE FORM** – Board of Regents, State of Iowa, and UNI-United Faculty

This form is designed to serve as a summary record of the grievance in process. Correspondence and documents relating to the action at each level may be numbered and attached to this form if added space beyond that provided with this document is required. The form is to be used for Article X grievances. A grievance is defined by the Agreement as an allegation by a Faculty Member that there has been a violation, misinterpretation, or misapplication of any provision of the Master Contract Agreement except for matters subject to appeal under Article XI (Appeal) which are resolved under the procedures of that article. The United Faculty may file a grievance on organizational rights specified within the Agreement and may waive the first two of the below-noted levels. Agreement provisions relative to Article X grievance proceedings appear on the reverse side of this form.

<table>
<thead>
<tr>
<th>NAME OF FACULTY MEMBER</th>
<th>BRIEF STATEMENT OF GRIEVANCE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT</td>
<td></td>
</tr>
<tr>
<td>AGREEMENT SECTION(S) ALLEGEDLY VIOLATED:</td>
<td>REMEDY SOUGHT:</td>
</tr>
<tr>
<td>DATE OF OCCURRENCE:</td>
<td></td>
</tr>
<tr>
<td>( ) DETAILED GRIEVANCE STATEMENT -- See Document Number:</td>
<td></td>
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</tbody>
</table>

**LEVEL I - DEPARTMENT**

<table>
<thead>
<tr>
<th>DATE GRIEVANCE FILED:</th>
<th>SCHEDULED GRIEVANCE FILING DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>( ) RESCHEDULED GRIEVANCE FILING DATE:</td>
<td>( ) See Document Number:</td>
</tr>
</tbody>
</table>

**DEPARTMENT HEAD’S DISPOSITION:**

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<thead>
<tr>
<th>SIGNED:</th>
<th>SIGNED:</th>
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<tbody>
<tr>
<td>Faculty Member Date:</td>
<td>UF Faculty Rep Date:</td>
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</tbody>
</table>

**GRIEVANCE RECEIPT DATE:**

<table>
<thead>
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<th>SCHEDULED DISPOSITION AND RETURN DATE:</th>
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</table>

**LEVEL II - COLLEGE**

<table>
<thead>
<tr>
<th>FACULTY MEMBER’S APPEAL:</th>
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</thead>
<tbody>
<tr>
<td>DATE:</td>
</tr>
<tr>
<td>( ) See Document Number:</td>
</tr>
</tbody>
</table>

**COLLEGE DEAN’S DISPOSITION:**

<table>
<thead>
<tr>
<th>SIGNED:</th>
<th>SIGNED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty Member Date:</td>
<td>UF Faculty Rep Date:</td>
</tr>
</tbody>
</table>

**SCHEDULED HEARING AND DISPOSITION DATES:**

<table>
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<tr>
<th>( ) RESCHEDULED HEARING AND DISPOSITION DATES:</th>
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</thead>
</table>

**LEVEL III - PRESIDENT**

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<thead>
<tr>
<th>FACULTY MEMBER’S APPEAL:</th>
</tr>
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<tbody>
<tr>
<td>DATE:</td>
</tr>
<tr>
<td>( ) See Document Number:</td>
</tr>
</tbody>
</table>

**COLLEGE DEAN’S DISPOSITION RECEIVED:**

| PRE: |
| ( ) RESCHEDULED APPEAL DATE: | ( ) See Document Number: |

<table>
<thead>
<tr>
<th>SIGNED:</th>
<th>SIGNED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty Member Date:</td>
<td>UF Faculty Rep Date:</td>
</tr>
</tbody>
</table>

**SCHEDULED APPEAL DATE: **

<table>
<thead>
<tr>
<th>SIGNED:</th>
<th>SIGNED:</th>
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<tbody>
<tr>
<td>President Date:</td>
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</table>

**LEVEL IV - ARBITRATION**

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<th>DATE PRESIDENT’S DISPOSITION RECEIVED:</th>
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<table>
<thead>
<tr>
<th>DATE NOTICE OF INTENT TO ARBITRATE RECEIVED BY PRESIDENT’S OFFICE:</th>
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</table>

<table>
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<tr>
<th>SCHEDULED NOTICE TO ARBITRATE DATE:</th>
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<table>
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<tr>
<th>( ) RESCHEDULED NOTICE TO ARBITRATE DATE:</th>
<th>( ) DATE ARBITRATION PANEL RECEIVED:</th>
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<table>
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<th>( ) SCHEDULED ARBITRATOR SELECTION DATE:</th>
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<tr>
<th>ARBITRATOR’S NAME:</th>
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**ARBITRATION HEARING DATE: **

<table>
<thead>
<tr>
<th>ARBITRATOR'S AWARD AND DATE:</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>DISTRIBUTION: Copies to: Aggrieved, United Faculty, Department Head, Dean, and Academic Vice President</th>
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</table>
ARTICLE X - GRIEVANCE PROCEDURE

10.2 General Procedures

10.21 Time Limits
The failure of an aggrieved person to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.

10.22 Processing
The investigation, handling or processing of any grievance by the grieving person or the United Faculty shall be conducted so as not to interfere with specifically assigned duties. Any departure from this provision shall be by mutual agreement.

10.23 Election of Forum
If the grievant files any claim or complaint in any forum other than under the grievance procedure of this Master Agreement, then, while such claim is pending or after it has been adjudicated, the Board shall not be required to process the same or a substantially equivalent claim through this grievance procedure.

10.24 Filing of Initial Grievance
A Faculty Member who alleges that contract provisions have been violated shall initially seek to resolve the problem by informal means through administrative channels. This procedure must be initiated within thirty (30) days following the time at which the aggrieved party could reasonably have been aware of the occurrence of the grievance. However, under no circumstances shall a grievance be considered timely after twelve (12) calendar months from the date of occurrence.

10.25 Written Grievance
A formal grievance must be submitted in writing and shall contain a concise statement of the facts surrounding the grievance. The statement must specify the specific Article or provision allegedly violated, and relief requested. The grievance shall be filed on the form approved by the parties, which shall be obtained from the United Faculty.

10.26 Filing Limitations
A formal grievance will be processed only if filed within forty-five (45) days following the time at which the aggrieved party could reasonably have been aware of the occurrence of the grievance. However, under no circumstances shall a grievance be considered timely after twelve (12) calendar months from the date of occurrence. The grievance form shall contain an endorsement indicating the United Faculty's receipt of a copy of the complaint.

10.27 Days Defined
In all instances in which "days" is specified in this Article the term refers to class days. Saturdays, Sundays, holidays, and days when classes are not in session are not counted. Class days during summer session will be counted for faculty on summer appointment (teaching and research) for the whole eight (8) weeks regardless of period of appointment of Faculty Member. By mutual agreement between United Faculty and the Board class days may not be counted for faculty on summer appointment. Class days for faculty not on summer appointment will not be counted except by mutual agreement between United Faculty and the Board. When counting days, the day the grievance is received at any point in the procedure shall be considered "day one."

10.3 Formal Levels

10.31 Level One
The grievance form shall be filed with the grievant's Department Head who shall respond within fourteen (14) days, indicating her/his disposition of the case. The Department Head shall distribute copies as indicated on the approved grievance form.

10.32 Level Two
The aggrieved person may, within fourteen (14) days of the receipt of the disposition of the case at Level One, appeal to the appropriate Dean, in writing, with the endorsement of United Faculty. The Dean shall meet with the parties and United Faculty, and, within fourteen (14) days of receipt of the appeal, indicate her/his response in writing, with a copy to United Faculty.

10.33 Level Three
The aggrieved person may, within fourteen (14) days of the receipt of the decision at Level Two, appeal to the President or her/his designee, with the endorsement of United Faculty. The President or designee shall, within fourteen (14) days of receipt, indicate her/his response in writing, with a copy to United Faculty.

10.4 Arbitration (Level Four)

10.41 Notice of Arbitration
The United Faculty may submit a grievance to arbitration with the consent of the grievant and with notice to the President and copy to the Board Office, provided written notice of intent to arbitrate is delivered to the Office of the President within twenty-one (21) days of receipt of the President's response at Level Three.

10.42 Selection Procedure
Unless otherwise mutually agreed by the parties, the arbitrator shall be chosen according to the following procedure:

10.421 - The arbitrator shall be chosen from a permanent panel established by the parties. The permanent panel shall consist of seven arbitrators and shall exist for the two-year period covered by this Agreement.

10.422 - All arbitrators on the panel shall be employed by a four-year college or university and shall not be a former or current employee of the Board (unless otherwise mutually agreed by the parties). All arbitrators offered by the parties for inclusion on the panel shall be on the arbitrators lists of the American Arbitration Association and/or the Iowa Public Employment Relations Board.

10.423 - The parties shall first attempt to determine the members of the permanent panel through consensus. If the panel is not completed through consensus, each party shall submit a list of eight (8) names with the qualifications specified in Paragraph 10.422. If a name appears on both lists, that person shall be a member of the panel. The parties shall strike names from the list alternately until the panel has seven (7) remaining members. The arbitrators on the panel shall be notified of their selection and asked if they will accept. If any does not accept, the parties shall fill the vacancy through consensus or through the provisions of Paragraph 10.424.

10.424 - If, during the term of the panel, a vacancy should occur or the parties mutually agree to remove a member of the panel, each party shall submit three (3) names. The parties shall alternately strike names until one remains, and such remaining person shall be a member of the panel.

10.425 - When a grievance has been taken to arbitration, the parties shall, within 14 days, meet to select the arbitrator. The parties shall strike alternately until one name remains. The person who remains shall be the arbitrator. The parties shall promptly notify the arbitrator of her/his selection, unless an alternative procedure has been agreed to promptly by the Board and United Faculty, a joint written request for a list of arbitrators shall be made to the American Arbitration Association, within fourteen (14) days after the receipt of notice of intent to arbitrate, for a list of five (5) arbitrators, all of whom are currently employed by a college or university, yet are not current or former employees of the Board. The parties shall determine by lot within fourteen (14) days of receipt of the list which party shall have the right to remove the first name from the list. The parties shall alternately strike names from the list until only one (1) remains. The person whose name remains shall be the arbitrator.

10.43 Hearing and Decision
The arbitrator so selected shall confer with the President or designee and the United Faculty and hold hearings promptly and shall issue her/his decision not later than thirty (30) calendar days from the date of the close of the hearings or, if written briefs have not been waived, then from the date the final statements and proofs on the issues are submitted to her/him. The arbitrator's decision shall be in writing and shall set forth her/his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to alter, add, or detract from the specific provisions of the Agreement. The decision of the arbitrator shall be submitted to the President and the United Faculty and shall be final and binding on the parties.

10.44 Costs
The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the United Faculty. Any other expenses incurred shall be paid by the party incurring the same.

10.5 Rights of Employees to Representation

10.51 Employee and United Faculty
Any aggrieved person may be represented at all stages of the grievance procedure prior to Level Three by herself/himself, or at United Faculty’s option, by a representative selected or approved by the United Faculty. The United Faculty shall have the right to be present at all levels as a party of interest.

10.52 Separate Grievance File
All official documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file. The grievance file shall be accessible during business hours to the grievant and United Faculty upon the request of either.

10.53 Arbitration Hearings
All hearings before the arbitrator under this procedure shall be open except if the parties mutually agree that the proceedings should be closed, or the arbitrator orders the proceedings closed for cause.
ARTICLE ELEVEN

NOTICE OF APPEAL to Office of the Vice President and Provost

Name of Appellant ____________________________________________

Department ________________________________________________

College _____________________________________________________

1. Notification of Negative Vice Presidential Decision Received ____________

2. Type of Negative Decision (check appropriate type(s)):
   - 11.01 On tenure
   - 11.02 On promotion
   - 11.03 On non-renewal
   - 11.04 On termination of a term appointment
   - 11.05 On termination of a tenured Faculty Member
   - 11.06 On immediate discharge of a probationary Faculty Member
   - 11.07 On discipline

3. Grounds for Complaint (check all that apply):
   - 11.21, 11.22, 11.23, 11.24, 11.25

4. In reasonable detail, the alleged facts, which support those grounds for complaint:
   - __________________________________________________________
   - __________________________________________________________
   - __________________________________________________________

5. Relief sought:
   - __________________________________________________________
   - __________________________________________________________
   - __________________________________________________________

___________________________ ______________________________
Signature of Appellant                                                          Signature of United Faculty Representative
ARTICLE ELEVEN

INTENT TO APPEAL TO AN ARBITRATOR
to
Office of the President

Name of Appellant ____________________________________________

Department __________________________________________________

College ______________________________________________________

1. Disposition of the appeal by the Vice President and Provost (check and complete
   a. or b.):

   a. _________________________________________________________
      was received on
      (Date) .

   b. _________________________________________________________
      was not received within forty-five (45) days of
      the conference on
      (Date) .

2. I, ________________________________________________________,
   do (do not ) hereby appeal
   the disposition of my appeal by the Vice President and Provost, as referred
   to in Section 1 above, to an arbitrator.

   __________________________________________________________
   (Signature of Appellant)  __________________________________
   (Date Signed)             

3. I, ________________________________________________________,
   the
   undersigned duly authorized
   (Name of United Faculty Representative)
   representative of United Faculty, do hereby endorse the intent to appeal to
   an
   arbitrator as found in Section 2 above.
UNIVERSITY OF NORTHERN IOWA
AUTHORIZATION FOR PAYROLL DEDUCTION

_________________________________________  ____________________________  __________________
Last Name                                                               First Name                                               Middle Name

TO: The University of Northern Iowa

I hereby request and authorize you to deduct from my earnings an amount sufficient to provide for the regular payment of the current rate of monthly withholding established by United Faculty. The amount shall be certified by the organization noted and any change in such amount shall be so certified. The amount deducted shall be paid to the organization shown with this form. This authorization shall remain in full force and effect unless terminated by me with written notice to my employer, as provided by law.

_________________________________________
Date

_________________________________________  _______________________________________
Employee’s Signature      Street Address

_________________________________________  _______________________________________
Social Security Number     City and State

Cancellation of Authorization to Withhold Wages

Please be advised that I wish to cancel the above authorization to withhold wages
effective with the payroll (as provided by law).
(Month and Year)

Signature of staff member Agreement

_________________________________  __________________________

Date, Month, Year of Termination
APPENDIX F

PRINCIPLES, STANDARDS, AND PROCEDURES FOR FACULTY
APPOINTMENTS, PROMOTIONS, AND TENURE

I. PRINCIPLES, STANDARDS, AND PROCEDURES FOR FACULTY APPOINTMENTS

A. General terms and conditions of appointments shall be stated in writing. In addition to the letter of offer, all appointments are governed by relevant policies as stated in the Policies and Procedures Manual and any applicable sections of a faculty Collective Bargaining Agreement.

B. Evaluation of an individual with respect to appointment to the faculty is made without reference to race, sex, creed, age, or any criteria prohibited by law.

C. For all appointments to the faculty, the primary standard is that the candidate to be appointed is the candidate best qualified for the position among those available for it.

D. It is expected that Faculty Members will have, at the time of appointment or within a reasonable period thereafter, the terminal degree appropriate to their disciplines and positions, except as noted in paragraph (E). Specifically:

1. For initial appointment at the rank of Assistant Professor, candidates will normally possess the appropriate terminal degree and will show experience of or strong potential for excellence in teaching, productive scholarship, and professional service.

2. For initial appointment at the rank of Associate Professor or Professor, candidates will have the appropriate terminal degree and will have substantial experience demonstrating excellent teaching, productive scholarship, and professional service. Initial appointments at the senior ranks are based on the same criteria as promotion to those ranks.

E. Although in most academic disciplines and for most faculty positions the appropriate terminal degree is the doctorate, the University recognizes that in some disciplines and for some positions other degrees are customarily regarded as the highest normally appropriate to scholars in those areas. The University also recognizes that in exceptional instances there can be experience and/or training other than formal degree work that qualify a Faculty Member or candidate as teacher and scholar as effectively as a formal degree program. Such instances will be based on a considerable record of achievement, such as a substantial record of published research in professional journals. For those disciplines or positions where the appropriate terminal degree is normally not the doctorate, the degree requirement, if any, will be stated in established policies initiated by the department affected and agreed to by the College Dean and the Vice President and Provost. In the absence of any established policy to the contrary, the terminal degree for all disciplines and positions is the doctorate.

TEMPORARY APPOINTMENTS

A. A temporary appointment runs for a precisely stipulated short term, usually one year or less. It terminates automatically at the expiration of the stipulated term. It carries no implications of renewal or continuation beyond the stipulated term.

B. A temporary appointment may be terminated during a given year only for a good cause and only in accordance with the requirements of due process as approved by the Board of Regents, State of Iowa, June 30, 1973, and any applicable sections of the Collective Bargaining Agreement.
APPENDIX F (Continued)

TERM APPOINTMENTS

A. A term appointment is a multiple-year appointment, i.e., two, three, or four years, which expires as specified by the initial letter of appointment. Initial appointments may not exceed a total of four years. When positions become vacant by expiration of the term of appointment, a search must be conducted.

B. A term appointment may be terminated during a given year only for just cause and only in accordance with any applicable sections of the Master Agreement.

PROBATIONARY APPOINTMENTS

A. A probationary appointment, like a temporary appointment, runs for a stipulated short term, usually one year. Unlike a temporary appointment, however, it carries the implication that, if the appointee's services are judged by the University to be satisfactory, the appointment will be renewed year after year until, normally, a total of six years of probationary service shall have been accumulated; however, the University may offer reappointment for a seventh probationary year. The tenure standards for the seventh year will be the same as during the sixth year.

B. A probationary appointment may be terminated at the end of any term, provided that written notice of the intention to terminate has been given by the University to the probationer in good time. Specifically: if the appointment is to be terminated at the end of the first year, notice shall be given by March 1; if at the end of the second year, by December 15; if at the end of any later probationary year, twelve months in advance.

C. A probationary appointment may be terminated during the term, but only for just cause and only in accordance with any applicable sections of the Collective Bargaining Agreement.

D. The probationary period provides the opportunity to meet the requirements for tenure.

E. By March 1 of every year, every Faculty Member on a probationary appointment shall receive official written evaluation of his/her work to date.

II. PRINCIPLES, STANDARDS, & PROCEDURES FOR PROMOTION AND TENURE

A Promotion and Tenure decision is a crucial judgment that vitally affects the University, its faculty, its students, and its supporting public. Of necessity, it is a subjective judgment about potential performance based on a current evaluation.

Only probationary faculty are eligible to be considered for tenure. Individuals holding adjunct, term, temporary, visiting, nonacademic, or appointments other than probationary at the University are not eligible to be considered for tenure. No person, by time, degree, or accomplishment, acquires an automatic right to Promotion and Tenure.

Normally an Instructor serves at least three years in rank before promotion to Assistant Professor; an Assistant Professor completes at least six years of service, including at least three years as an Assistant Professor, before promotion to Associate Professor; and an Associate Professor completes at least six years in rank before promotion to Professor.

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1 The term (period) of the appointment is specified in the letter of offer; it is normally one academic year but may be for a shorter period.
APPENDIX F (Continued)

The following criteria and procedures apply to decisions concerning Promotion and Tenure:

A. Tenure and promotion to Associate Professor requires that the candidate have a documented record of accomplishment in teaching, scholarship and/or creative achievement, and professional service. It is recognized that each candidate will have varied degrees of accomplishment in the three areas. Only after an affirmative judgment as to documented teaching effectiveness has been made can serious consideration be given to an evaluation of scholarship and professional service.

In considering an individual for promotion, attention is given to all available information, such as: evidence of successful teaching; quality of research and professional publications; artistic productivity; the esteem in which the Faculty Member is held by students, colleagues, and administrative officers; professional growth; participation in University activities and contributions to the general welfare of the University.

1. The primary assessment of the candidate for promotion is made by her/his colleagues in her/his department, through established assessment procedures, in accordance with applicable sections of a Collective Bargaining Agreement, although the decision to promote is the responsibility of academic officers.

2. The assessment will not only include a scrutiny of the candidate's record, but also calls for one or more formal assessments by the candidate's students and classroom visitation by colleagues.

3. Departments may seek assessments of a candidate from colleagues in her/his academic field in other institutions.

B. The person must hold the doctorate or other terminal degree appropriate to her/his academic discipline. In unusual cases of extraordinary professional achievement, the requirement for the terminal degree may be waived.

C. Evaluation for Promotion and Tenure is required during the sixth year of probationary service. The awarding of Promotion and Tenure prior to the expiration of the sixth year of probationary service will be made in cases of exceptional merit.

The person must demonstrate, during the probationary period, the ability to apply the doctorate, or other comparable terminal degree-level of training to teaching, research, and public professional service. A Faculty Member with the rank of Assistant Professor who is considered for tenure will also be considered for promotion to Associate Professor.

Faculty Members who demonstrate exceptional performance in teaching, scholarship, and professional service may be considered for promotion before the completion of the years of service specified above.

D. Because the qualifications for promotion to Associate Professor and tenure are identical, an Assistant Professor who possesses the qualifications for tenure generally will receive simultaneous evaluation for promotion to the rank of Associate Professor. Situations may occur, however, where the tenure decision is considered independently from promotion in rank, such as the case of Faculty Members appointed to the Malcolm Price Laboratory School or that of an Associate or Full Professor initially hired without tenure.

Faculty holding probationary appointments in the Price Laboratory School with the rank of Instructor are eligible for tenure consideration based on their teaching, service, and contributions to the teacher education program.

Price Laboratory School faculty with earned doctorates or other terminal degrees appropriate to their discipline may be appointed or promoted to Assistant Professor, and will be considered for tenure under standard University tenure criteria and procedures.
E. In those cases of an Assistant Professor who holds tenure, promotion from Assistant Professor to Associate Professor requires a documented record of accomplishment in teaching, scholarship and/or creative achievement, and professional service.

F. Promotion from Associate Professor to full Professor requires recognized and significant accomplishments in the areas of teaching, scholarship and/or artistic achievements, and professional service.

G. A tenured appointment or promotion is made upon recommendation from the faculty. In the event the recommendation of the department head in a Tenure or Promotion decision is different than that of PAC, the department head shall provide the PAC with the department head’s written rationale and recommendation at the same time the department head’s rationale and recommendation is forwarded to the Dean. Nothing herein shall diminish the confidentiality of the faculty member’s file. The final responsibility for a decision rests with the appropriate academic officers. The Deans and Vice President and Provost have a responsibility to ensure that recommendations for Promotion and Tenure reflect high University standards while acknowledging diversity of missions and tasks within the various colleges and programs of the University.

H. Evaluation of individuals with respect to promotion in rank is made without reference to race, sex, creed, age, or other criteria prohibited by law.

I. A tenured appointment can be terminated only for just cause and only in accordance with any applicable section of the Collective Bargaining Agreement.

Gregory S. Nichols
Executive Director
Board of Regents, State of Iowa

Andrew F. Thompson
President
United Faculty

_________________________ , 2003
Date

Charles E. Quirk
Chief Negotiator
United Faculty

Jesse G. Swan
Chair, Negotiations Committee
United Faculty

_________________________ , 2003
Date
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the Board of Regents, State of Iowa/University of Northern Iowa, hereafter referred to as the “Employer” and the UNI-United Faculty, hereafter referred to as “United Faculty” as follows:

1. The Employer and the United Faculty are parties to a Master Agreement covering the period July 1, 2001, through June 30, 2005.

2. The parties have agreed to establish a Meet and Confer Committee for the term of the contract as follows:

   **Section 1. Purpose.** The purpose of this Agreement is to create a forum for the exchange of views and information between the designees of the parties as provided herein.

   **Section 2. Meetings.** The parties agree to convene meet and confer sessions upon the written request of either party once each quarter of the contract year covered by this Agreement, or more often as mutually agreed by the parties. The meetings shall be convened on a date as mutually agreed by the parties. The parties shall endeavor, whenever practicable, to schedule such meetings within 30 days of the original request. The party requesting the meeting shall provide an agenda with the request outlining the subject matter to be discussed as part of the request to meet and confer. The other party may add items to the agenda by notifying the other party within ten days of receipt of the initial agenda.

   **Section 3. Committees.** Each party shall designate its own committee members, not to exceed seven members.

   **Section 4. Effect.** For purposes of this section, the term “meet and confer” shall mean the exchange of views and information between the parties relating to subject matters as provided herein. Nothing in this Article shall create any obligation on the parties, other than to afford each the opportunity to be heard concerning items of concern.

   **Section 5. Scope of Committee.** The committees will discuss the subjects of adjunct and part-time employment, distance learning, and other items of mutual interest. The committees will review and study such information and materials regarding distance learning as is presented by the United Faculty. The committees will also review and study the function of college committees relating to tenure, promotion and retention recommendations. The committees shall have no power to amend, modify or supplement the terms of this Agreement or to adopt, alter or amend the policies or practices of the Employer.

Gregory S. Nichols                                      Andrew F. Thompson
Executive Director                                    President
Board of Regents, State of Iowa                  United Faculty

________________________________________________________________________, 2003  ___________________________________________________________________, 2003
Date                                      Date

Charles E. Quirk                                      Jesse G. Swan
Chief Negotiator                                    Chair, Negotiations Committee
United Faculty                                    United Faculty

________________________________________________________________________, 2003  ___________________________________________________________________, 2003
Date                                      Date
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the Board of Regents, State of Iowa/University of Northern Iowa, hereafter referred to as the “Board” and the UNI-United Faculty, hereafter referred to as “United Faculty” as follows:

1. The Board and the United Faculty are parties to a Master Agreement covering the period July 1, 2003, through June 30, 2005.

2. The parties have agreed to place language relating to a College Committee in the Memorandum of Agreement.

3. Accordingly, the parties agree that the following provisions shall remain in full force and effect for the term Memorandum of Agreement:

   **College Committee**

   Each college may have a college advisory committee consisting of one member from each Professional Assessment Committee to advise the Dean on Tenure, Promotion, and Retention recommendations. The college advisory committee shall be convened after the departmental Professional Assessment Committee and Head have submitted their reports. Members of the college advisory committee shall be appointed by the Dean from a slate of two candidates submitted by the PAC in each department.

4. This Memorandum of Agreement shall be in effect and binding on the parties for the period July 1, 2003, through June 30, 2005.

Gregory S. Nichols Andrew F. Thompson
Executive Director President
Board of Regents, State of Iowa United Faculty

____________________________________, 2003 _________________________________________, 2003
Date Date

Charles E. Quirk Jesse G. Swan
Chief Negotiator Chair, Negotiations Committee
United Faculty United Faculty

____________________________________, 2003 _________________________________________, 2003
Date Date
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the Board of Regents, State of Iowa/University of Northern Iowa, hereafter referred to as the “Board” and the UNI-United Faculty, hereafter referred to as “United Faculty” as follows:

1. The Board and the United Faculty are parties to a Master Agreement covering the period July 1, 2003, through June 30, 2005.

2. The parties have agreed that during the term of this Agreement, July 1, 2003 through June 30, 2005, the minimum salary guidelines as contained in Appendix A of the Master Agreement shall be adjusted by a factor of 1.22 each year and shall apply to Librarians working all three academic semesters (Fall, Spring, and Summer - Basis Code W2).

3. This memorandum of Agreement shall be in effect and binding on the parties for the period July 1, 2003, through June 30, 2005.

Gregory S. Nichols
Executive Director
Board of Regents, State of Iowa

Andrew F. Thompson
President
United Faculty

______________________________, 2003  ________________________________, 2003
Date  Date

Charles E. Quirk
Chief Negotiator
United Faculty

Jesse G. Swan
Chair, Negotiations Committee
United Faculty

______________________________, 2003  ________________________________, 2003
Date  Date
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the Board of Regents, State of Iowa/University of Northern Iowa, hereafter referred to as the “Board” and the UNI-United Faculty, hereafter referred to as “United Faculty” as follows:

1. The Board and the United Faculty are parties to a Master Agreement covering the period July 1, 2003, through June 30, 2005.

2. The parties have agreed to a two-year trial period for the provisions of the Memorandum of Understanding related to Part-time Faculty as follows:
   a. A Part-time appointment for Part-time Faculty runs for one semester and automatically terminates at the expiration of the Semester. It carries no implication for renewal or continuation beyond the Semester.
   b. Part-time Faculty Members teaching a cumulative total of six consecutive semesters shall thereafter receive preference for future one-semester or longer appointments to teach the same or similar courses. For purposes of this Memorandum, only teaching commencing in the 2000-2001 Academic Year shall count towards completion of the six-semester requirement.
   c. The Part-time Faculty Member’s preference rights shall be subject to extenuating circumstances, including performance evaluations in exercising preference rights.

3. A Part-time Faculty Member may file a grievance relating to this Article pursuant to Article 10 of the Collective Bargaining Agreement through Section 10, Subdivision 10.3.3. However, the decision of the President or his designee in Article 10, Section 10.3, Subdivision 10.3.3, Level 3, shall be final and such a grievance shall not be considered at the arbitration level, Section 10.4.

Gregory S. Nichols                        Andrew F. Thompson
Executive Director                        President
Board of Regents, State of Iowa           United Faculty

____________________________________ , 2003                        _________________________________________, 2003
Date                                        Date

Charles E. Quirk                        Jesse G. Swan
Chief Negotiator                        Chair, Negotiations Committee
United Faculty                          United Faculty

____________________________________ , 2003                        _________________________________________, 2003
Date                                        Date

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