

**A MASTER AGREEMENT  
BETWEEN  
THE BOARD OF REGENTS, STATE OF IOWA  
AND  
THE UNI-UNITED FACULTY**

**July 1, 2009 - June 30, 2011**

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## **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 February, 1983, and the PERB order NUNC PRO TUNC filed March 28, 1983.

**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.

**Subdivision 1.14 Domestic Partner**

For purposes of this contract, Domestic Partner shall be defined as the same or opposite-sex partner of a bargaining unit member who either files an Affidavit of Domestic Partnership (which is valid for same- or opposite-sex partners), or a State of Iowa Affidavit of Common Law Marriage with the University Benefits Office (opposite-sex partners only). The Affidavit is to be modeled after those in use by the University of Iowa.

**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**

**Subdivision 2.11**

The Board shall furnish to United Faculty as soon as available the annual financial statement and adopted budget.

**Subdivision 2.12**

The United Faculty shall have access to the IPEDS Analysis System at the institutional level with User Password.

**Subdivision 2.13**

By August 15, the Board shall furnish to the United Faculty in an electronic format a list of the Salary Distribution of Bargaining Unit Members by department and by college the names, rank, and amounts of percentage increase, incremental increase, and individual adjustment increase of each faculty member, plus adjustments for market conditions and promotions where applicable.

**Subdivision 2.14**

By October 1, the Board shall furnish to the United Faculty an itemization of "Travel and Related Expenses" for each faculty member.

**Subdivision 2.15**

By October 15, the Board shall furnish to the United Faculty a list of the bargaining unit members as of September 30 by department and by college the names, rank, status, years in rank, years of hire, current salary, and FTE.



**Subdivision 2.16**

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 Executive Vice President and Provost.

**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.

**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 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. The Employer shall make a good faith effort to resolve faculty concerns pertaining to faculty parking. The Employer shall report to the United Faculty, on or before April 15<sup>th</sup> of each year, the efforts that the Employer has undertaken during the past year to improve faculty parking. Failure to ameliorate concerns will not be grievable under the grievance procedure.

**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 Executive Vice President and Provost.

**Subdivision 3.05 Other Materials**

Materials submitted by the Department Head, College Dean, Graduate Dean, or Executive 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 Executive Vice President and Provost agree, the item shall be removed from the evaluation file. If the Dean and the Executive Vice President 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.

**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 (\$.05) per page.

**Section 3.2 Student Assessments**

Upon request of either United Faculty or the Board, the Executive Vice President and Provost shall convene a committee consisting of three members appointed by the United Faculty, three members appointed by the Executive Vice President and Provost, and three students appointed by the Student Government. The committee shall review and recommend revisions in the current assessment form to the Executive Vice President and Provost for approval. In the event the Executive Vice President and 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:

**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 (3<sup>rd</sup>) 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.

**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.

**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.

**Paragraph 3.433**

Merit increases will be awarded on the basis of each faculty member's performance in the areas of teaching, research, and service weighted according to the faculty member's work load. Faculty who are given a nonstandard 12 hour teaching load will be entitled to merit on the basis of teaching and service.

**Paragraph 3.434**

Department Heads will distribute evaluation standards to all members of the bargaining unit with an explanation of how faculty will be evaluated for merit based on their workload with respect to research, teaching, and service.

**Paragraph 3.435**

Annual evaluation letters to each faculty member will include a summary of that faculty member's assessment in the areas of teaching, research, and service, along with an explanation of how merit was awarded in relation to the Departmental evaluation standard.



**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 Executive 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 Executive 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 Executive Vice President and Provost, and entered in the Faculty Member's evaluation file.

**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.

**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 Executive Vice President and Provost agree, the item shall be removed from the personnel file. If the Dean and Executive Vice President 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.

**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 (\$.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.

**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.

**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 Executive 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 Executive 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.

**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 1/27<sup>th</sup> 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 15 for the May term and April 15 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 of active service 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 a period twice as long as the assignment following the year of the award.

##### **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 Executive 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 Executive 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.

**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.

**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, eight and one-half (8½) 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 eight and one-half (8½) 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. Sick leave accrual will be prorated for faculty serving less than full time.

**Paragraph 7.133, Sick Leave Bank:**

**Subparagraph 7.1331**

A sick leave bank with five hundred fifty (550) days is established July 1 each year for use by bargaining unit members. The sick leave bank does not accumulate from year to year but begins with each fiscal year with five hundred fifty (550) days.

**Subparagraph 7.1332**

A faculty member may use days from the bank; however, the use of sick leave days from the bank shall be limited to faculty members who have used all of their accumulated sick leave days, have not yet met the elimination period for long-term disability, and suffer from serious and/or chronic or long-term illness. Sick leave bank days may not be used during a short term illness or short term disability.

**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.

**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.

**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 2009-2010 appointment year, the Board agrees to allocate not less than one hundred fifty nine thousand five hundred sixty-five dollars (\$159,565) as stipends for summer research fellowships.

For the 2010-2011 appointment year, the Board agrees to allocate not less than one hundred sixty-four thousand three hundred fifty-two dollars (\$164,352) 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 nine hundred ten dollars (\$5,910) for the 2009-2010 appointment year and six thousand eighty-seven dollars (\$6,087) for the 2010-2011 appointment year. 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 and of the United States of America.

**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.

**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 2009-2010 year, the Board agrees to allocate no less than the sum of three hundred fifty-two thousand two hundred eighty-seven dollars(\$352,287) for faculty travel. During the 2010-2011 year, the Board agrees to allocate no less than the sum of three hundred sixty-two thousand eight hundred fifty-six dollars (\$362,856) for faculty travel.



**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-year (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.

**Section 7.9 Union Leave/Release Time:**

The United Faculty President shall be granted a 3 credit hour release time leave of absence with pay each semester during the year s/he is serving as President of the Union. This leave is contingent upon the University securing a satisfactory substitute for the faculty member serving as President. United Faculty shall be responsible for reimbursing the University one-half (1/2) the cost of the substitute. The United Faculty President can only make use of this release time if the reimbursement payment has been approved by the United Faculty Central Committee.

ARTICLE EIGHT

SALARIES

**Section 8.0 2009-2010 Salaries**

Effective with the 2009-2010 appointment year, full-time members of the bargaining unit (including anyone on phased retirement) who were employed on April 30, 2009 are qualified to receive the pay raises provided in this Section. The total amount of all pay raises distributed to qualified faculty members under this Section shall be no less than zero percent (0%) of the total amount of the academic year salaries of all qualified faculty. The aggregate amount of this pay raise shall be distributed to individual faculty on the following basis:

**Subdivision 8.01 Percentage Increase**

Each qualified faculty member shall receive an increase in his/her base salary for the appointment year 2009-2010 equal to .535 times the percentage amount stated in Section 8.0.

**Subdivision 8.02 Incremental Increase**

Each qualified faculty member shall also receive an increase in his/her base salary for the appointment year 2009-2010 equal to .165 times the percentage amount stated above in Section 8.0 times the average appointment year salary of all qualified faculty members employed on April 30, 2009.

**Subdivision 8.03 Individual Adjustment Increase**

Each qualified faculty member shall also receive an Individual Adjustment Increase for merit and promotions, the distribution of which shall not be subject to the grievance procedure. The Board shall distribute a total amount of Individual Adjustment increases not less than .30 times the percentage amount stated above (Section 8.0) times the total appointment year salaries of all full-time members of the bargaining unit who were employed on April 30, 2009. 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 2009-2010 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.

**Subdivision 8.05 Discretionary Market Increase**

The Board may make an individual salary adjustment increase for a Faculty Member because of market conditions. This shall be at the Board's discretion; however, the amount spent by the Board shall not be included or figured as part of the salary increase. Such payments shall be in addition to any other salary increases per this contract.

**Section 8.1 2010-2011 Salaries**

Effective with the 2010-2011 appointment year, full-time members of the bargaining unit (including anyone on phased retirement) who were employed on April 30, 2010 are qualified to receive the pay raises provided in this Section. The total amount of all pay raises distributed to qualified faculty members under this Section shall be no less than 3% percent of the total amount of the academic year salaries of all qualified faculty. The aggregate amount of this pay raise shall be distributed to individual faculty on the following basis:

**Subdivision 8.11 Percentage Increase**

Each qualified faculty member shall receive an increase in his/her base salary for the appointment year 2010-2011 equal to .535 times the percentage amount stated in Section 8.1.

**Subdivision 8.12 Incremental Increase**

Each qualified faculty member shall also receive an increase in his/her base salary for the appointment year 2010-2011 equal to .165 times the percentage amount stated above (Section 8.1) times the average appointment year salary of all qualified faculty members employed on April 30, 2010.

**Subdivision 8.13 Individual Adjustment Increase**

Each qualified faculty member shall also receive an Individual Adjustment Increase for merit and promotions, the distribution of which shall not be subject to the grievance procedure. The Board shall distribute a total amount of Individual Adjustment increases not less than .30 times the percentage amount stated above (Section 8.1) times the total appointment year salaries of all full-time members of the bargaining unit who were employed on April 30, 2010. The United Faculty shall be provided, as soon as reasonably practicable, a list of the recipients and amounts of Individual Adjustment awards.

**Subdivision 8.14 Minimum Salaries by Rank**

For the 2010-2011 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.

**Subdivision 8.15 Discretionary Market Increase**

The Board may make an individual salary adjustment increase for a Faculty Member because of market conditions. This shall be at the Board's discretion; however, the amount spent by the Board shall not be included or figured as part of the salary increase. Such payments shall be in addition to any other salary increases per this contract.

**Section 8.2 Promotions**

**Subdivision 8.211 2009-2010 Promotion Increases**

For the 2009-2010 appointment year, every Faculty Member promoted in rank shall receive at least one thousand five hundred dollars (\$1,500) to Assistant Professor; one thousand nine hundred fifty dollars (\$1,950) to Associate Professor; and two thousand three hundred fifty dollars (\$2,350) to Professor; in addition to a percentage increase and an incremental increase.

**Subdivision 8.212 2010-2011 Promotion Increases**

For the 2010-2011 appointment year, every Faculty Member promoted in rank shall receive at least one thousand six hundred dollars (\$1,600) to Assistant Professor; two thousand one hundred dollars (\$2,100) to Associate Professor; and two thousand five hundred dollars (\$2,500) 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 four hundred twenty dollars (\$1,420) per credit hour for the 2009-2010 appointment year and one thousand four hundred sixty three dollars (\$1,463) per credit hour for the 2010-2011 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 2009-2010 and 2010-2011 appointment years. 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

**ARTICLE EIGHT**

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. All benefits covered within this Article shall be applicable to domestic partner the same as they would be for a spouse.

#### **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).

**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 2009-2011 Health Insurance Contribution**

Effective July 1, 2009, 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/domestic partner 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 2009-2011 Dental Insurance Contribution**

Effective July 1, 2009, 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/domestic partner 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.

**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/Domestic Partner**

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/domestic partner to continue in the group health and dental program provided that the surviving spouse/domestic partner pays the full cost of the monthly premium(s).

**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).

**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.

**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.

**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 Executive 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.



**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, to discipline, 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

**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 Executive 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 Executive 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 Executive 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, chair of the Professional Assessment Committee or designee 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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.

**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/vpaa/09-11facultycontract/>.

**ARTICLE SIXTEEN**

**DURATION/SIGNATURES**

**Section 16.0 Duration**

This Agreement shall be effective as of July 1, 2009, and shall continue in effect until June 30, 2011.

**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 \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_, 2009  
Robert Donley  
Executive Director  
Board of Regents, State of Iowa

\_\_\_\_\_, 2009  
Hans Isakson  
President  
United Faculty

\_\_\_\_\_, 2009  
Charles E. Quirk  
Chief Negotiator  
United Faculty

\_\_\_\_\_, 2009  
Thomas L. Kessler  
Chair, Negotiations Committee  
United Faculty