

APPENDIX A

Minimum Salary Guidelines

2009-2010

	Years Completed <u>In Rank</u>	<u>Instructor</u>	Assistant <u>Professor</u>	Associate <u>Professor</u>	<u>Professor</u>
Minimum	0 years	36,717	42,183	50,382	58,581
1 st Ref Pt.	5 years	39,862	45,326	53,525	61,724
2 nd Ref Pt.	10 years	43,003	48,468	56,667	64,866
3 rd Ref Pt.	15 years	46,146	51,612	59,809	68,008
4 th Ref Pt.	20 years	49,289	54,753	62,953	71,150
5 th Ref Pt.	25 years	52,121	57,898	66,096	74,296

2010-2011

	Years Completed <u>In Rank</u>	<u>Instructor</u>	Assistant <u>Professor</u>	Associate <u>Professor</u>	<u>Professor</u>
Minimum	0 years	37,819	43,448	51,893	60,338
1 st Ref Pt.	5 years	41,058	46,686	55,131	63,576
2 nd Ref Pt.	10 years	44,293	49,922	58,367	66,812
3 rd Ref Pt.	15 years	47,530	53,160	61,603	70,048
4 th Ref Pt.	20 years	50,768	56,396	64,842	73,285
5 th Ref Pt.	25 years	53,685	59,635	68,079	76,525

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.

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

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

NAME OF FACULTY MEMBER _____ BRIEF STATEMENT OF GRIEVANCE: _____
 DEPARTMENT _____
 AGREEMENT SECTION(S) ALLEGEDLY VIOLATED: _____,m
 DATE OF OCCURRENCE: _____ REMEDY SOUGHT: _____
 () DETAILED GRIEVANCE STATEMENT -- See Document Number: _____

LEVEL I - DEPARTMENT
 DATE GRIEVANCE FILED: _____ SCHEDULED GRIEVANCE FILING DATE: _____
 () RESCHEDULED GRIEVANCE FILING DATE: _____ () See Document Number: _____
 DEPARTMENT HEAD'S DISPOSITION: _____
 () See Document Number: _____ SIGNED: _____
 Department Head Date: _____

SIGNED: _____ SIGNED: _____
 Faculty Member UF Faculty Rep
 Date: _____ Date: _____

GRIEVANCE RECEIPT DATE: _____
 SCHEDULED DISPOSITION AND RETURN DATE: _____
 () RESCHEDULED DISPOSITION AND RETURN DATE: _____
 () See Document Number: _____

LEVEL II - COLLEGE
 DATE DEPARTMENT HEAD'S DISPOSITION RECEIVED: _____
 SCHEDULED APPEAL DATE: _____
 () RESCHEDULED APPEAL DATE: _____ () See Document Number: _____
 COLLEGE DEAN'S DISPOSITION: _____
 () See Document Number: _____ SIGNED: _____
 Dean Date: _____

FACULTY MEMBER'S APPEAL: _____
 () See Document Number: _____ DATE: _____
 SIGNED: _____ SIGNED: _____
 Faculty Member UF Faculty Rep
 Date: _____ Date: _____

SCHEDULED HEARING AND DISPOSITION DATES: _____
 () RESCHEDULED HEARING AND DISPOSITION DATES: _____
 () See Document Number: _____

LEVEL III - PRESIDENT
 DATE COLLEGE DEAN'S DISPOSITION RECEIVED: _____
 SCHEDULED APPEAL DATE: _____
 () RESCHEDULED APPEAL DATE: _____ () See Document Number: _____
 _____PRE
 () See Document Number: _____ SIGNED: _____
 President Date: _____

FACULTY MEMBER'S APPEAL: _____
 () See Document Number: _____ DATE: _____
 SIGNED: _____ SIGNED: _____
 Faculty Member UF Faculty Rep
 Date: _____ Date: _____

SCHEDULED DISPOSITION AND RETURN DATE: _____
 () RESCHEDULED DISPOSITION AND RETURN DATE: _____

LEVEL IV – ARBITRATION
 DATE PRESIDENT'S DISPOSITION RECEIVED: _____ DATE NOTICE OF INTENT TO ARBITRATE RECEIVED BY PRESIDENT'S OFFICE: _____
 SCHEDULED NOTICE TO ARBITRATE DATE: _____ DATE ARBITRATION PANEL REQUESTED: _____ () RESCHEDULED ARBITRATION PANEL REQUEST DATE: _____
 () RESCHEDULED NOTICE TO ARBITRATE DATE: _____ () DATE ARBITRATION PANEL RECEIVED: _____ () SCHEDULED ARBITRATOR SELECTION DATE: _____
 See Document Number: _____ () RESCHEDULED ARBITRATOR SELECTION DATE: _____ ARBITRATOR'S NAME: _____
 ARBITRATION HEARING DATE: _____ ARBITRATOR'S AWARD AND DATE: _____ () See Document Number _____
 SIGNED: _____ SIGNED: _____ DISTRIBUTION: Copies to - Aggrieved, United Faculty,
 Faculty Member Date: _____ UF President Date: _____ Department Head, Dean, and Academic Vice President

ARTICLE X - GRIEVANCE PROCEDURE

10.2 General Procedures

10.21 Time Limits

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

10.22 Processing

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

10.23 Election of Forum

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

10.24 Filing of Initial Grievance

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

10.25 Written Grievance

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

10.26 Filing Limitations

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

10.27 Days Defined

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

10.3 Formal Levels

10.31 Level One

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

10.32 Level Two

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

10.33 Level Three

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

10.4 Arbitration (Level Four)

10.41 Notice of Arbitration

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

10.42 Selection Procedure

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

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

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

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

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

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

10.43 Hearing and Decision

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

10.44 Costs

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

10.5 Rights of Employees to Representation

10.51 Employee and United Faculty

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

10.52 Separate Grievance File

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

10.53 Arbitration Hearings

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

ARTICLE ELEVEN

NOTICE OF APPEAL

to

Office of the Executive Vice President and Provost

Name of Appellant _____

Department _____

College _____

1. Notification of Negative Vice Presidential Decision Received _____ (Date)

2. Type of Negative Decision (check appropriate type(s)):

___ 11.01 On tenure

___ 11.02 On promotion

___ 11.03 On non-renewal

___ 11.04 On termination of a term appointment

___ 11.05 On termination of a tenured Faculty Member

___ 11.06 On immediate discharge of a probationary Faculty Member

___ 11.07 On discipline

3. Grounds for Complaint (check all that apply):

___ 11.21, ___ 11.22, ___ 11.23, ___ 11.24, ___ 11.25

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

5. Relief sought:

Signature of Appellant

Signature of United Faculty Representative

Date Signed

Date Signed

ARTICLE ELEVEN

INTENT TO APPEAL TO AN ARBITRATOR
to
Office of the President

Name of Appellant _____

Department _____

College _____

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

a. _____ was received on _____.
(Date)

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

2. I, _____, do___ (do not___) hereby appeal the disposition of my
appeal by the Executive Vice President and Provost, as referred to in Section 1 above, to an
arbitrator.

(Signature of Appellant) (Date Signed)

3. I, _____, the undersigned duly authorized
(Name of United Faculty Representative)
representative of United Faculty, do hereby endorse the intent to appeal to an
arbitrator as found in Section 2 above.

(Signature of United Faculty Representative) (Date Signed)

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

I. PRINCIPLES, STANDARDS, AND PROCEDURES FOR FACULTY APPOINTMENTS

- A. General terms and conditions of appointments shall be stated in writing. In addition to the letter of offer, all appointments are governed by relevant policies as stated in the Policies and Procedures Manual and any applicable sections of a faculty Collective Bargaining Agreement.
- B. Evaluation of an individual with respect to appointment to the faculty is made without reference to race, sex, creed, age, or any criteria prohibited by law.
- C. For all appointments to the faculty, the primary standard is that the candidate to be appointed is the candidate best qualified for the position among those available for it.
- D. It is expected that Faculty Members will have, at the time of appointment or within a reasonable period thereafter, the terminal degree appropriate to their disciplines and positions, except as noted in paragraph (E). Specifically:
 - 1. For initial appointment at the rank of Assistant Professor, candidates will normally possess the appropriate terminal degree and will show experience of or strong potential for excellence in teaching, productive scholarship, and professional service.
 - 2. For initial appointment at the rank of Associate Professor or Professor, candidates will have the appropriate terminal degree and will have substantial experience demonstrating excellent teaching, productive scholarship, and professional service. Initial appointments at the senior ranks are based on the same criteria as promotion to those ranks.
- E. Although in most academic disciplines and for most faculty positions the appropriate terminal degree is the doctorate, the University recognizes that in some disciplines and for some positions other degrees are customarily regarded as the highest normally appropriate to scholars in those areas. The University also recognizes that in exceptional instances there can be experience and/or training other than formal degree work that qualify a Faculty Member or candidate as teacher and scholar as effectively as a formal degree program. Such instances will be based on a considerable record of achievement, such as a substantial record of published research in professional journals. For those disciplines or positions where the appropriate terminal degree is normally not the doctorate, the degree requirement, if any, will be stated in established policies initiated by the department affected and agreed to by the College Dean and the Executive Vice President and Provost. In the absence of any established policy to the contrary, the terminal degree for all disciplines and positions is the doctorate.

TEMPORARY APPOINTMENTS

- A. A temporary appointment runs for a precisely stipulated short term, usually one year or less. It terminates automatically at the expiration of the stipulated term. It carries no implications of renewal or continuation beyond the stipulated term.
- B. A temporary appointment may be terminated during a given year only for a good cause and only in accordance with the requirements of due process as approved by the Board of Regents, State of Iowa, June 30, 1973, and any applicable sections of the Collective Bargaining Agreement.

TERM APPOINTMENTS

- A. A term appointment is a multiple-year appointment, i.e., two, three, or four years, which expires as specified by the initial letter of appointment. Initial appointments may not exceed a total of four years. When positions become vacant by expiration of the term of appointment, a search must be conducted.
- B. A term appointment may be terminated during a given year only for just cause and only in accordance with any applicable sections of the Master Agreement.

PROBATIONARY APPOINTMENTS

- A. A probationary appointment, like a temporary appointment, runs for a stipulated short term, usually one year. Unlike a temporary appointment, however, it carries the implication that, if the appointee's services are judged by the University to be satisfactory, the appointment will be renewed year after year until, normally, a total of six years of probationary service shall have been accumulated; however, the University may offer reappointment for a seventh probationary year. The tenure standards for the seventh year will be the same as during the sixth year.
- B. A probationary appointment may be terminated at the end of any term,¹ provided that written notice of the intention to terminate has been given by the University to the probationer in good time. Specifically: if the appointment is to be terminated at the end of the first year, notice shall be given by March 1; if at the end of the second year, by December 15; if at the end of any later probationary year, twelve months in advance.
- C. A probationary appointment may be terminated during the term, but only for just cause and only in accordance with any applicable sections of the Collective Bargaining Agreement.
- D. The probationary period provides the opportunity to meet the requirements for tenure.
- E. By March 1 of every year, every Faculty Member on a probationary appointment shall receive official written evaluation of his/her work to date.
- F. Continuance of a probationary appointment is made upon a recommendation of the faculty. In the event the recommendation of the Department Head in a continuance of a probationary faculty member is different from that of the PAC, the Department Head shall provide the PAC with the Department Head's written rationale and recommendation at the same time the Department Head's rationale and recommendation is forwarded to the Dean. In the event the recommendation of the Dean in a continuance of a faculty member is different from that of a PAC, the Dean shall provide the Department Head and PAC with the Dean's written rationale and recommendation at the same time as the Dean's recommendation is forwarded to the Executive Vice President and Provost. In the event that the Executive Vice President and Provost's decision regarding continuance is different from that of the PAC, the Executive Vice President and Provost will provide the Dean, Department Head, and PAC with a written rationale for that decision by March 1 as provided in E above. Nothing herein shall diminish the confidentiality of the faculty member's file. The final responsibility for a decision rests with the appropriate academic officers. The Deans and Executive Vice President and Provost have a responsibility to ensure that recommendations for continuance or termination of probationary faculty reflect high University standards, while acknowledging the diversity of missions and tasks within the various colleges and programs of the University.

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

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

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

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

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

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

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

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

1. The primary assessment of the candidate for promotion is made by her/his colleagues in her/his department, through established assessment procedures, in accordance with applicable sections of a Collective Bargaining Agreement, although the decision to promote is the responsibility of academic officers.
2. The assessment will not only include a scrutiny of the candidate's record, but also calls for one or more formal assessments by the candidate's students and classroom visitation by colleagues.
3. Departments may seek assessments of a candidate from colleagues in her/his academic field in other institutions.

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

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

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

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

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

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

Price Laboratory School faculty with earned doctorates or other terminal degrees appropriate to their discipline may be appointed or promoted to Assistant Professor, and will be considered for tenure under standard University tenure criteria and procedures.

APPENDIX F (Continued)

- E. In those cases of an Assistant Professor who holds tenure, promotion from Assistant Professor to Associate Professor requires a documented record of accomplishment in teaching, scholarship and/or creative achievement, and professional service.
- F. Promotion from Associate Professor to full Professor requires recognized and significant accomplishments in the areas of teaching, scholarship and/or artistic achievements, and professional service.
- G. A tenured appointment or promotion is made upon recommendation from the faculty. In the event the recommendation of the department head in a Tenure or Promotion decision is different than that of PAC, the department head shall provide the PAC with the department head's written rationale and recommendation at the same time the department head's rationale and recommendation is forwarded to the Dean. Nothing herein shall diminish the confidentiality of the faculty member's file. The final responsibility for a decision rests with the appropriate academic officers. The Deans and Executive Vice President and Provost have a responsibility to ensure that recommendations for Promotion and Tenure reflect high University standards while acknowledging diversity of missions and tasks within the various colleges and programs of the University.
- H. Evaluation of individuals with respect to promotion in rank is made without reference to race, sex, creed, age, or other criteria prohibited by law.
- I. A tenured appointment can be terminated only for just cause and only in accordance with any applicable section of the Collective Bargaining Agreement.

_____, 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

MEMORANDUM OF AGREEMENT

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

1. The Employer and the United Faculty are parties to a Master Agreement covering the period July 1, 2009, through June 30, 2011.
2. The parties have agreed to establish a Meet and Confer Committee for the term of the contract as follows:

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

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

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

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

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

_____, 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

MEMORANDUM OF AGREEMENT

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

- 1. The Board and the United Faculty are parties to a Master Agreement covering the period July 1, 2009, through June 30, 2011.
2. The parties have agreed to place language relating to a College Committee in the Memorandum of Agreement.
3. Accordingly, the parties agree that the following provisions shall remain in full force and effect for the term Memorandum of Agreement:

College Committee

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

- 4. This Memorandum of Agreement shall be in effect and binding on the parties for the period July 1, 2009, through June 30, 2011.

_____, 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

MEMORANDUM OF AGREEMENT

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

1. The Board and the United Faculty are parties to a Master Agreement covering the period July 1, 2009, through June 30, 2011.
2. The parties have agreed that during the term of this Agreement, July 1, 2009, through June 30, 2011, the minimum salary guidelines as contained in Appendix A of the Master Agreement shall be adjusted by a factor of 1.22 each year and shall apply to Librarians working all three academic semesters (Fall, Spring, and Summer - Basis Code W2).
3. This memorandum of Agreement shall be in effect and binding on the parties for the period July 1, 2009, through June 30, 2011.

_____, 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

MEMORANDUM OF AGREEMENT

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

1. The Board and the United Faculty are parties to a Master Agreement covering the period July 1, 2009, through June 30, 2011, which this Appendix is a part of.
2. The parties have agreed to the provisions of the Memorandum of Understanding related to Part-time Faculty as follows:
 - a. A Part-time appointment for Part-time Faculty runs for one semester and automatically terminates at the expiration of the Semester. It carries no implication for renewal or continuation beyond the Semester.
 - b. Part-time Faculty Members teaching continuously a cumulative total of six consecutive semesters shall thereafter receive preference for future one-semester or longer appointments to teach the same or similar courses. For purposes of this Memorandum, teaching commencing in the 2007-2008 Academic Year shall count towards completion of the six-semester requirement.
 - c. The Part-time Faculty Member’s preference rights shall be subject to extenuating circumstances, including performance evaluations, in exercising preference rights.
3. A Part-time Faculty Member may file a grievance relating to this Article pursuant to Article 10 of the Collective Bargaining Agreement through Section 10, Subdivision 10.3.3. However, the decision of the President or his designee in Article 10, Section 10.3, Subdivision 10.3.3, Level 3, shall be final and such a grievance shall not be considered at the arbitration level, Section 10.4.

_____, 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

MEMORANDUM OF UNDERSTANDING

Whereas, the Board of Regents, State of Iowa, as governing body for the University of Northern Iowa (“UNI”) (hereinafter referred to as “Employer”), and UNI-United Faculty (hereinafter referred to as “Union”) are parties to a Master Agreement setting the terms and conditions of employment for faculty covered by the agreement; and

Whereas, during negotiations for the current Master Agreement the Employer proposed establishing clinical faculty appointments. This proposal was neither incorporated into the 2007-2009 Master Agreement nor the 2009-2011 Master Agreement; and

Whereas, a committee with representatives from both parties was formed to study the issue of establishing clinical faculty appointments at UNI and develop recommendations; and

Whereas, the parties agree that establishing renewable term faculty appointments for positions that require clinical teaching, supervision, or direction is in the parties’ best interest and accordingly agree to the following provisions:

I. Renewable Term Appointments

Renewable term faculty hold faculty positions through which they contribute to the service or teaching missions of the University and hold the rank of instructor. Renewable term faculty are not eligible for tenure.

A. Terms of Appointment of Renewable Term Faculty

1. Candidate must have earned a terminal degree in the field or be recognized as having expertise by the search committee.
2. Initial appointment is for a minimum of two years. The initial appointment will be made on the basis of a department/school search process consistent with searches for tenure track positions. The first two years of service are considered “probationary.” Thereafter, reappointment will be for one year at a time, following assessment and evaluation procedures outlined in Article 3, Master Agreement, that conclude with a satisfactory performance evaluation by the PAC and University Administration.

B. Transfers between Tenure-Track or P&S Appointments and Renewable Term Faculty Appointments.

Any individual wishing to move from a tenure-track faculty line or a P&S staff line to a renewable term faculty position must apply for a vacant position for which recruitment has been authorized. A renewable faculty member wishing to move to a tenure-track faculty or P&S line must apply for a vacant position for which recruitment has been authorized.

C. Responsibilities and Rights of Renewable Term Faculty

The standard expectation for a renewable term faculty is that teaching is the predominant activity. The position does not have a research component or expectation of research accomplishment, although those activities may be present in some cases.

D. Notice of Non-reappointment

A renewable term appointment can be terminated at the end of any term, provided that written notice has been given by the University by March 1 of that year.

E. Limitation

No more than 8% of the FTE faculty in any one college can be renewable term unless an exception is made by mutual agreement between the United Faculty and the Executive Vice President and Provost.

II. Clinical Faculty

A. Clinical faculty hold faculty positions through which they contribute to the service, teaching, and/or outreach missions of the University. Clinical faculty are not eligible for tenure.

B. The Clinical Faculty designation is used for positions that require clinical teaching and/or clinical supervision and/or clinical direction, and Clinical Faculty positions are limited to the following academic units: Communication Sciences and Disorders; Health, Physical Education and Leisure Services; Curriculum and Instruction; and Social Work. Clinical Faculty positions can be authorized in other academic units with the approval of the United Faculty Central Committee and the University Administration. The professional productivity expected of clinical faculty does not include research of the sort expected of tenure-track faculty. The number of such appointments will not exceed 3% of the tenure-track FTE of a college. Clinical Faculty will not be used for faculty positions where classroom teaching is the sole or primary form of instructional activity.

C. Any individual wishing to move from a tenure-track faculty line or a P&S staff line to a clinical faculty position must apply for a vacant position for which recruitment has been authorized. A clinical faculty member wishing to move to a tenure-track faculty or P&S line must apply for a vacant position for which recruitment has been authorized.

D. The clinical faculty will not have access to the summer fellowship programs or other research-oriented faculty development programs.

E. Clinical Faculty shall be part-time, term, or renewable term type appointments

F. Each authorized academic unit may include at least one FTE Clinical Faculty, but the total number of FTE Clinical Faculty shall not exceed 10 percent of the authorized academic unit's tenure and tenure track FTE faculty; and

III. Administrative Reports

During the period of time this Memorandum of Understanding (MOU) is in effect, the Executive Vice President and Provost will report the number of faculty hired pursuant to this MOU, the percentage those faculty represent of the total FTE faculty by college and will verify the use of an appropriate search process as specified in I. A. 2 above to United Faculty on or before January 1st and June 30th of each year.

Whereas, the Memorandum of Understanding will automatically expire on June 30, 2011; and

Whereas, if upon expiration, the subjects of this Memorandum of Understanding become part of the Master Agreement, then all persons granted appointments under the terms of this Memorandum of Understanding will have the terms of their employment governed by the new terms of the Master Agreement. If upon expiration the subjects of this Memorandum of Understanding do not become part of the Master Agreement, then all persons granted appointments under the terms of this Memorandum of Understanding will become ordinary term or part-time instructors, as appropriate.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Memorandum of Understanding to be effective as of the Effective Date.

Robert Donley
Board of Regents, State of Iowa

Hans Isakson, President
United Faculty

Charles E. Quirk
Chief Negotiator
United Faculty

Thomas Kessler, Chair
Negotiations Committee
United Faculty

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OVERLOAD COMPENSATION/COMMITTEE

The parties acknowledge that there was significant discussion concerning overload compensation during the bargaining for the 2009-2011 contract. The attached language was proposed by the Union and it has been agreed that this language will set the basis for discussions to be held by a committee to be established as stated herein.

The parties will form a United Faculty and Administration committee consisting of four (4) members appointed by each side to meet at least once per month in March, April, and May, or more often if necessary, to make recommendations as to how overload should be handled.

The attached document, entitled Proposal for Committee presented by United Faculty, will be used as a beginning working document. Final results to be incorporated into a Memorandum of Understanding to be completed on or before May 31, 2009 and submitted to United Faculty and the Administration for final consideration.

_____, 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

Attachment

PROPOSAL FOR COMMITTEE

Section 8.7, Overload Load Compensation:

Full-time probationary and tenured faculty members are expected to engage in a combination of teaching, research/scholarship, and service activities. The standard portfolio of activities for probationary and tenured faculty members includes eighteen (18) semester hours of teaching plus sufficient research/scholarship and service activities to constitute a full-time work load. Because research/scholarship and service activities are at the full discretion of each faculty member, overload compensation will apply only to teaching assignments as described below:

Full-time probationary and tenured faculty members on a standard portfolio, who are assigned to teach more than the equivalent of eighteen (18) semester hours of teaching in any academic year, shall receive overload compensation at the rate of one-sixteenth ($1/16^{\text{th}}$) of their academic year salary for each whole credit hour of overload teaching. Overload compensation shall be paid in one lump sum payment on or before May 1st for overload work completed during that academic year.

Although full-time tenured faculty members are expected to devote the equivalent of six (6) credit hours of work to research/scholarship activities per academic year, individual tenured faculty may accept, with the permission of the University, reassignment of their research/scholarship work load to additional teaching activities, in which case, overload compensation would apply for all assigned work greater than the equivalent of twenty-four (24) semester hours of teaching assignments in any academic year or prorated, if applicable.

In those academic areas where teaching assignments include unusual forms of instruction (non-traditional or non-standard classroom setting), the Dean of the College in which these classes reside shall distribute to all faculty a detailed explanation of how these unusual forms of instruction convert into equivalent semester credit hours. These equivalent semester credit hours (as defined by the Dean's explanation) will be used to determine overload compensation as explained above.

Full-time faculty who are required to teach an overload in Continuing Education shall be paid $1/18^{\text{th}}$ of their academic year salary per semester credit hour taught. Full-time faculty who voluntarily teach an overload in Continuing Education shall be paid at whatever rate they negotiate with Continuing Education.

INSURANCE/SIDE LETTER

The parties have agreed that there are no changes for the contract for the insurance article. However, the parties have agreed that they will jointly participate in the labor-management committee to be headed by PERB and the insurance issue will be discussed. If the parties arrive at a mutually acceptable agreement to make significant changes (equivalent to \$500,000 or more) then an additional one percent (1%) salary increase will be added to Section 8.1, or equivalent cash payment.

This document is not part of the contract, but it is a memorandum of understanding between the parties.

_____, 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
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