

ARTICLE X - GRIEVANCE PROCEDURE

10.2 General Procedures

10.21 Time Limits

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

10.22 Processing

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

10.23 Election of Forum

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

10.24 Filing of Initial Grievance

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

10.25 Written Grievance

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

10.26 Filing Limitations

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

10.27 Days Defined

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

10.3 Formal Levels

10.31 Level One

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

10.32 Level Two

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

10.33 Level Three

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

10.4 Arbitration (Level Four)

10.41 Notice of Arbitration

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

10.42 Selection Procedure

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

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

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

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

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

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

10.43 Hearing and Decision

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

10.44 Costs

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

10.5 Rights of Employees to Representation

10.51 Employee and United Faculty

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

10.52 Separate Grievance File

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

10.53 Arbitration Hearings

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

**ARTICLE ELEVEN
NOTICE OF APPEAL**

to

Office of the Vice President and Provost

Name of Appellant _____

Department _____

College _____

1. Notification of Negative Vice Presidential Decision Received _____

(Date)

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

___ 11.01 On tenure

___ 11.02 On promotion

___ 11.03 On nonrenewal

___ 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 Vice President and Provost (check and complete a. or b.):

a. _____ was received on _____
_____.

(Date)

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

conference on _____

_____.

(Date)

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

UNIVERSITY OF NORTHERN IOWA
AUTHORIZATION FOR PAYROLL DEDUCTION

Last Name
Middle Name

First Name

TO: University of Northern Iowa

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

Date

Employee's Signature

Street Address

Social Security Number

City and State

Cancellation of Authorization to Withhold Wages

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

Date, month and year
termination agreement

Signature of staff member

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

I. PRINCIPLES, STANDARDS, AND PROCEDURES FOR FACULTY APPOINTMENTS

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

TEMPORARY APPOINTMENTS

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

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.

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.

APPENDIX F (Continued)

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

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

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

1. The primary assessment of the candidate for promotion is made by her/his colleagues in her/his department, through established assessment procedures, in accordance with applicable sections of a Collective Bargaining Agreement, although the decision to promote is the responsibility of academic officers.
 2. The assessment will not only include a scrutiny of the candidate's record, but also calls for one or more formal assessments by the candidate's students and classroom visitation by colleagues.
 3. Departments may seek assessments of a candidate from colleagues in her/his academic field in other institutions.
- B. The person must hold the doctorate or other terminal degree appropriate to her/his academic discipline. In unusual cases of extraordinary professional achievement, the requirement for the terminal degree may be waived.
- C. Evaluation for Promotion and Tenure is required during the sixth year of probationary service. The awarding of Promotion and Tenure prior to the expiration of the sixth year of probationary service will be made in cases of exceptional merit.

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

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

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

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

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

MEMORANDUM OF AGREEMENT

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

1. The Employer and the United Faculty are parties to a Master Agreement covering the period July 1, 2001, through June 30, 2003.
2. The parties have agreed to establish a Meet and Confer Committee for the term of the contract as follows:

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

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

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

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

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

Frank Stork
 Executive Director
 Board of Regents, State of Iowa

Charles E. Quirk
 President and Chief Negotiator
 United Faculty

, 2001
 Date

2001
 Date

Thomas Kessler
 Chair, United Faculty
 Negotiations Committee

, 2001

Date

MEMORANDUM OF AGREEMENT

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

1. The Board and the United Faculty are parties to a Master Agreement covering the period July 1, 2001, through June 30, 2003.
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, 2001, through June 30, 2003.

 Frank Stork
 Executive Director
 Board of Regents, State of Iowa

 Charles E. Quirk
 President and Chief Negotiator
 United Faculty

_____, 2001
 Date

_____,
2001
 Date

, 2001

 Thomas Kessler
 Chair, United Faculty
 Negotiations Committee

 Date

MEMORANDUM OF AGREEMENT

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

1. The Board and the United Faculty are parties to a Master Agreement covering the period July 1, 2001, through June 30, 2003.
2. The parties have agreed that during the term of this Agreement, July 1, 2001 through June 30, 2003, 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, 2001, through June 30, 2003.

Frank Stork
Executive Director
Board of Regents, State of Iowa

_____, 2001
Date

Charles E. Quirk
President and Chief Negotiator
United Faculty

_____,
2001
Date

Thomas Kessler
Chair, United Faculty
Negotiations Committee

Date

_____, 2001

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, 2001, through June 30, 2003.
2. The parties have agreed to a two-year trial period for the provisions of the Memorandum of Understanding related to Part-time Faculty as follows:
 - a. A Part-time appointment for Part-time Faculty runs for one semester and automatically terminates at the expiration of the Semester. It carries no implication for renewal or continuation beyond the Semester.
 - b. Part-time Faculty Members teaching a cumulative total of six consecutive semesters shall thereafter receive preference for future one-semester or longer appointments to teach the same or similar courses. For purposes of this Memorandum, only teaching commencing in the 2000-2001 Academic Year shall count towards completion of the six-semester requirement.
 - c. The Part-time Faculty Member's preference rights shall be subject to extenuating circumstances, including performance evaluations in exercising preference rights.
3. A Part-time Faculty Member may file a grievance relating to this Article pursuant to Article 10 of the Collective Bargaining Agreement through Section 10, Subdivision 10.3.3. However, the decision of the President or his designee in Article 10, Section 10.3, Subdivision 10.3.3, Level 3, shall be final and such a grievance shall not be considered at the arbitration level, Section 10.4.

Frank Stork
Executive Director
Board of Regents, State of Iowa

Charles E. Quirk
President and Chief Negotiator
United Faculty

_____, 2001
Date

_____, 2001
Date

Thomas Kessler
Chair, United Faculty
Negotiations Committee

_____, 2001

Date

March 15, 2001

Dr. Charles Quirk
United Faculty
University of Northern Iowa
Aud 130
Cedar Falls, IA 50614

Re: Conformance with Dental Insurance Provisions
University of Northern Iowa

Dear Dr. Quirk:

As a part of the negotiations between the Board of Regents, State of Iowa, and UNI-United Faculty, the parties have agreed that effective July 1, 2001, the dental plan for bargaining unit members shall be revised to conform with other University employees.

More specifically, the present \$100 annual maximum on diagnostic and preventive services shall be removed in favor of a new \$600 annual maximum benefit applicable to diagnostic and preventive services, routine and restorative services, endodontic services, periodontal services, cast restorations, and prosthetics.

With the exception of this change, other provisions of the dental plan shall remain in full force and effect.

Frank Stork
Executive Director
Board of Regents, State of Iowa

Robert Koob
President
University of Northern Iowa

Cc: Dr. Aaron Podolefsky
Mr. Charles Wright
Mr. Joseph E. Flynn