

## APPENDIX A

### Minimum Salary Guidelines

#### 2005-2006

	Years Completed <u>In Rank</u>	<u>Instructor</u>	<u>Assistant Professor</u>	<u>Associate Professor</u>	<u>Professor</u>
Minimum	0 years	\$33,456	\$38,437	\$45,908	\$53,379
1st Ref Pt.	5 years	\$36,322	\$41,301	\$48,772	\$56,243
2nd Ref Pt.	10 years	\$39,184	\$44,164	\$51,635	\$59,106
3rd Ref Pt.	15 years	\$42,048	\$47,029	\$54,498	\$61,969
4th Ref Pt.	20 years	\$44,912	\$49,891	\$57,363	\$64,832
5th Ref Pt.	25 years		\$52,756	\$60,226	\$67,698

#### 2006-2007

	Years Completed <u>In Rank</u>	<u>Instructor</u>	<u>Assistant Professor</u>	<u>Associate Professor</u>	<u>Professor</u>
Minimum	0 years	\$34,276	\$39,379	\$47,033	\$54,687
1st Ref Pt.	5 years	\$37,212	\$42,313	\$49,967	\$57,621
2nd Ref Pt.	10 years	\$40,144	\$45,246	\$52,900	\$60,554
3rd Ref Pt.	15 years	\$43,078	\$48,181	\$55,833	\$63,487
4th Ref Pt.	20 years	\$46,012	\$51,113	\$58,768	\$66,420
5th Ref Pt.	25 years		\$54,049	\$61,702	\$69,357

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.

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.

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NAME OF FACULTY MEMBER \_\_\_\_\_ DEPARTMENT \_\_\_\_\_ BRIEF STATEMENT OF GRIEVANCE: \_\_\_\_\_  
 AGREEMENT SECTION(S) ALLEGEDLY VIOLATED: \_\_\_\_\_  
 DATE OF OCCURRENCE: \_\_\_\_\_ REMEDY SOUGHT: \_\_\_\_\_

( ) DETAILED GRIEVANCE STATEMENT -- See Document Number: \_\_\_\_\_

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LEVEL I - DEPARTMENT  
 DATE GRIEVANCE FILED: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
 SCHEDULED GRIEVANCE FILING DATE: \_\_\_\_\_ Faculty Member  
 ( ) RESCHEDULED GRIEVANCE FILING DATE: \_\_\_\_\_ UF Faculty Rep  
 \_\_\_\_\_ ( ) See Document Number: \_\_\_\_\_ Date: \_\_\_\_\_ D

DEPARTMENT HEAD'S DISPOSITION: \_\_\_\_\_  
 \_\_\_\_\_  
 ( ) See Document Number: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
 Head Department Date: \_\_\_\_\_

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

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LEVEL II - COLLEGE  
 DATE DEPARTMENT HEAD'S DISPOSITION RECEIVED: \_\_\_\_\_  
 SCHEDULED APPEAL DATE: \_\_\_\_\_  
 ( ) RESCHEDULED APPEAL DATE: \_\_\_\_\_ ( )  
 See Document Number: \_\_\_\_\_

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

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COLLEGE DEAN'S DISPOSITION: \_\_\_\_\_

( ) See Document Number: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
Date: \_\_\_\_\_ Dean

.....  
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: \_\_\_\_\_

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

( ) See Document Number: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
Date: \_\_\_\_\_ President

.....  
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,

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Department Head, Dean, and Academic Vice President

Revised 1993

**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 Provost and Vice President

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

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Date Signed

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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 Provost and Vice President (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 Provost and Vice President, 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.

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Signed) (Signature of United Faculty Representative) (Date

**UNIVERSITY OF NORTHERN IOWA  
AUTHORIZATION FOR PAYROLL DEDUCTION**

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Middle Name

TO: The University of Northern Iowa

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
City and State

**Cancellation of Authorization to Withhold Wages**

Please be advised that I wish to cancel the above authorization to withhold wages effective

with the \_\_\_\_\_ payroll (as provided by law).

(Month and Year)

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Signature of Staff Member  
Agreement

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Date, Month, Year of Termination

**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 Provost and Vice President. 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,<sup>1</sup> 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. 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 Provost and Vice President have a responsibility to ensure that recommendations for

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<sup>1</sup> 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.

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.

## 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.

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 Provost and Vice President 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.

\_\_\_\_\_, 2005  
Gregory S. Nichols  
Executive Director  
Board of Regents, State of Iowa

\_\_\_\_\_, 2005  
Andrew F. Thompson  
President  
United Faculty

\_\_\_\_\_, 2005  
Charles E. Quirk  
Chief Negotiator  
United Faculty

\_\_\_\_\_, 2005  
Jesse G. Swan  
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, 2005, through June 30, 2007.
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.

\_\_\_\_\_, 2005 \_\_\_\_\_, 2005  
Gregory S. Nichols Andrew F. Thompson  
Executive Director President  
Board of Regents, State of Iowa United Faculty

\_\_\_\_\_, 2005 \_\_\_\_\_, 2005  
Charles E. Quirk Jesse G. Swan  
Chief Negotiator Chair, Negotiations Committee  
United Faculty United Faculty

## APPENDIX H

### 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, 2005, through June 30, 2007.
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, 2005, through June 30, 2007.

\_\_\_\_\_, 2005  
Gregory S. Nichols  
Executive Director  
Board of Regents, State of Iowa

\_\_\_\_\_, 2005  
Andrew F. Thompson  
President  
United Faculty

\_\_\_\_\_, 2005  
Charles E. Quirk  
Chief Negotiator  
United Faculty

\_\_\_\_\_, 2005  
Jesse G. Swan  
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, 2005, through June 30, 2007.
2. The parties have agreed that during the term of this Agreement, July 1, 2005, through June 30, 2007, 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, 2005, through June 30, 2007.

\_\_\_\_\_, 2005  
Gregory S. Nichols  
Executive Director  
Board of Regents, State of Iowa

\_\_\_\_\_, 2005  
Andrew F. Thompson  
President  
United Faculty

\_\_\_\_\_, 2005  
Charles E. Quirk  
Chief Negotiator  
United Faculty

\_\_\_\_\_, 2005  
Jesse G. Swan  
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, 2005, through June 30, 2007.
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 2005-2006 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.

\_\_\_\_\_, 2005 \_\_\_\_\_, 2005  
Gregory S. Nichols Andrew F. Thompson  
Executive Director President  
Board of Regents, State of Iowa United Faculty

\_\_\_\_\_, 2005 \_\_\_\_\_, 2005  
Charles E. Quirk Jesse G. Swan  
Chief Negotiator Chair, Negotiations Committee  
United Faculty United Faculty