

THE UNI UNITED FACULTY-AAUP

2023-25 CONTRACT

Initial PROPOSAL

Presented to the State of Iowa Board of Regents

January 13, 2023

The logo for United Faculty consists of the words "UNITED FACULTY" in a bold, black, sans-serif font. The text is centered between two thick, solid black horizontal bars, one above and one below the text.

UNITED FACULTY

UNI United Faculty reserves the right to make new proposals in response to BOR offers.

ARTICLE ONE: RECOGNITION

Section 1.0 Representation

The Board of Regents, State of Iowa, hereby recognizes the United Faculty as the certified, exclusive and sole bargaining representative for those Faculty Members. United Faculty, along with the Faculty Senate and Faculty Chair, is one of the three governing agents representing the faculty as a whole and plays a central role in the shared governance of the university. All three agents share responsibility for the protection of academic freedom, the fair and equitable application of policy, the advancement of the university's mission, and the promotion of faculty success. United Faculty represents the faculty on matters of salaries, working conditions, health & safety, and other labor relations and contract matters. Faculty Leadership at the university shall refer to the President of United Faculty, the Chairperson of the Faculty Senate, and the Chair of the Faculty.

Section 1.1 Definitions

Subdivision 1.1a Board

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

Subdivision 1.1b United Faculty

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

Subdivision 1.1c Faculty

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

ARTICLE TWO: BASE WAGES

Section 2.0 2023-2024 Salaries

Effective with the 2023-2024 appointment year, the minimum salary guideline for each classification in the bargaining unit (see Appendix A) will be set according to the 2013-2014 minimum salary guidelines increased by the 9.96% necessary to keep pace with the cost of living.

Section 2.1 2024-2025 Salaries

Effective with the 2024-2025 appointment year, the minimum salary guideline for each classification in the bargaining unit will be increased by 5.3% forecasted as the cost of living increase for next year.

Section 2.2 Temporary (Adjunct) Faculty Salaries

Temporary (Adjunct) faculty shall be paid at a rate of no less than \$1909 per credit hour for the 2023-2024 appointment year and \$2010 per credit hour for the 2024-2025 appointment year

ARTICLE THREE: SALARY INCREASES FOR NON-TEMPORARY FACULTY

Section 3.0 2023-2024 Salary Increases for Non-Temporary Faculty

Effective July 1, 2023, UNI shall establish a salary increase fund equal to **nine and tenths six percent (9.96%)** of the total amount of the appointment year salaries of all non-temporary faculty who were employed on April 30, 2023. During the 2023-2024 appointment year, this salary increase fund shall be distributed to eligible non-temporary faculty based on the following allocation: thirty percent (30%) as an across-the-board increase (which shall be based on the individual faculty member's 2022-2023 appointment year salary), twenty percent (20%) as an incremental increase (which shall be based on the average 2020-2021 appointment year salary of all non-temporary faculty), and fifty percent (50%) as an individual adjustment for merit and promotions.

Section 3.1 2024-2025 Salary Increases for Non-Temporary Faculty

Effective July 1, 2024, UNI shall establish a salary increase fund equal to **five and three tenths percent (5.3%)** of the total amount of the appointment year salaries of all non-temporary faculty who were employed on April 30, 2024. During the 2024-2025 appointment year, this salary increase fund shall be distributed to eligible non-temporary faculty based on the following allocation: thirty percent (30%) as an across-the-board increase (which shall be based on the individual faculty member's 2022-2023 appointment year salary), twenty percent (20%) as an incremental increase (which shall be based on the average 2020-2021 appointment year salary of all non-temporary faculty), and fifty percent (50%) as an individual adjustment for merit and promotions

Section 3.2 Promotion Amounts

Subdivision 3.3a Tenured Faculty

For the 2023-2024 and 2024-2025 appointment years, every Tenured or Probationary Faculty Member promoted in rank shall receive at least three thousand six hundred dollars (\$3,500) to Assistant Professor; four thousand five hundred dollars (\$4,500) to Associate Professor; and five thousand five hundred dollars (\$5,500) to Professor; in addition to a percentage increase, incremental increase, and individual adjustment.

Subdivision 3.3b Term and Renewable Term Faculty

For the 2023-2024 and 2024-2025 appointment years, every Term or Renewable Term Faculty Member promoted in rank shall receive at least three thousand dollars (\$3,250) to Associate Instructor; three thousand seven hundred dollars (\$4,250) to Senior Instructor

Subdivision 3.3c Adjunct Faculty

For the 2023-2024 and 2024-2025 appointment years, every Adjunct Faculty Member promoted in rank shall receive at least \$250 per credit hour to Associate Adjunct Instructor, and at least \$300 per credit hour to Senior Adjunct Instructor.

Subdivision 3.3d Market Increase

Individual salary adjustment increases for an individual Faculty Member may be made because of market conditions. Market adjustments shall also be applied to all faculty of the same rank and qualification in the department. Any amount shall not be included or figured as part of the salary increase. Such payments shall be in addition to any other salary increases per this contract.

ARTICLE FOUR: LEAVES

Section 4.0 Sick Leave

Subdivision 4.0a Definition

Sick leave is leave with regular pay granted for the faculty member's personal injury or illness, including pregnancy-related temporary disability.

Family caregiving leave is the portion of a faculty member's accrued sick leave that may be used following the faculty member's birth/adoption of a child or to care for the faculty member's spouse, child, domestic partner, or parent with an injury or illness. A faculty member may use up to fifteen (15) days of family caregiving leave per academic year.

Subdivision 4.0b Record

The University will maintain a record of accumulated sick leave for each faculty member and each faculty member shall annually be informed of the amount accumulated.

Subdivision 4.0c Accrual

Paragraph 4.0c.1

On the first (1st) day of each semester, seven and one-half (7½) days will be added to the accumulated sick leave of each faculty member holding a full-time appointment. Fractional credit, to the nearest day, will be credited to each member on a fractional appointment. If the faculty member's first (1st) working day is earlier than the regular first (1st) working day of the semester, the seven and one-half (7½) days will be credited on such first (1st) working day.

Paragraph 4.0c.2

The maximum accumulated sick leave credit shall be one hundred twenty (120) days. Sick leave shall not accrue during an unpaid leave of absence. Sick leave accrual will be prorated for faculty serving less than full time.

Paragraph 4.0c.3, Sick Leave Bank

Subparagraph 4.0c.3a

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

Subparagraph 4.0c.3b

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

Subdivision 4.0d Deductions

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

Subdivision 4.0e Leave Request

Paragraph 4.0e.1

A faculty member who proposes to take or takes sick leave must file an official Faculty Absence Request form in time sufficient to permit accommodation to their responsibilities whenever possible.

Paragraph 4.0e.2

Human Resource Services may request medical proof of absences as permitted by law.

Subdivision 4.0f Eligibility

Paragraph 4.0f.1

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

Paragraph 4.0f.2

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

Subdivision 4.0g Lay Off – Recall

When a faculty member is laid off any unused accumulated sick leave shall be restored provided that the faculty member is returned to active service by the University in accordance with Faculty Handbook [Article 6: Staff Reduction](#).

Subdivision 4.0h Compensation

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

Section 4.1 Sick Leave Payout

Upon retirement, a faculty member shall receive cash payment for accumulated unused sick leave in accordance with Article 70A.23 of the Code of Iowa payable during the pay period preceding the faculty member's retirement date.

Section 4.2 Jury Leave

Subdivision 4.2a Continued Earnings

A faculty member who is called for jury service shall be permitted to be absent from their duties without loss of pay and without charge against any leave.

Subdivision 4.2b Jury Service Pay

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

Subdivision 4.2c Absence Request

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

Subdivision 4.2d Return

A faculty member not required to perform jury duty all day shall return to work.

Section 4.3 Educational, Conference, Research, and Bereavement Leaves

Subdivision 4.3a Short-term Leaves

Paragraph 4.3a.1

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

Paragraph 4.3a.2

The University may grant short-term paid bereavement leaves.

Paragraph 4.3a.3

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

Subdivision 4.3b Long-term Leaves

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

Subdivision 4.3c Military Leave

Military leave is granted in accord with Section 29A.28 of the Code of Iowa and University policy 4.58.

Subdivision 4.3d Public Office Leave

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

Subdivision 4.3e Professional or Personal Leaves

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

Subdivision 4.3f Child Care Leave

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

Section 4.4 Absence Request Form

Subdivision 4.4a Approval

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

Subdivision 4.4b Reimbursements

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

Section 4.5 Travel and Related Expenses

The University recognizes and supports faculty travel to fulfill responsibilities related to teaching, research and service. Reimbursement for travel shall follow departmental and college procedures consistent with University Policy.

Section 4.6 Fringe Benefits During Leaves

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

Section 4.7 Retraining Leave

A retraining leave is a one-year (1-year) leave without compensation which shall be granted, upon request, to a faculty member who has received notice of layoff, to assist the faculty member to undertake a program of study to enable the faculty member to qualify for recall rights pursuant to [Article 6](#) of this Handbook.

Section 4.8 Faculty Leadership Leave

In order to fulfill their duties, the Chair of the Faculty Senate, the Faculty Chair, and the President of United Faculty will receive a course release per semester funded by the Provost.

ARTICLE FIVE: DUE PROCESS & REVIEW OF FACULTY MISCONDUCT CASES

Section 5.0 Preamble

The University of Northern Iowa is committed to academic freedom secured and maintained by shared governance, characterized by collaborative leadership and responsibility. This commitment necessarily requires an engaged faculty that contribute in good faith to maintaining excellence in the university's operations

and reputation, including compliance with University policies and procedures. This procedure provides a remedy for violations of these expectations.

Section 5.1 Introduction and Scope

Subdivision 5.1a

The procedures in this Article are intended to provide an appropriate level of academic due process to faculty subject to potential discipline or dismissal as a result of alleged misconduct.

Subdivision 5.1b

The faculty of the University of Northern Iowa expect the highest standard of professional conduct from ourselves and our peers. In the rare event that those expectations are violated, this Article provides a means for faculty review of those cases.

Subdivision 5.1c

The procedures contained in this Article shall not apply where an applicable law, Board policy, or University policy provides alternative procedures for investigating and responding to specific types of alleged misconduct, including but not limited to UNI Policy 13.02 (Discrimination, Harassment, and Sexual Misconduct) or UNI Policy 13.13 (Research Misconduct). In those cases where these procedures do not apply and major sanctions are imposed, the faculty member may appeal the discipline pursuant to Article 6 below.

Subdivision 5.1d

These procedures shall not apply in cases where a faculty member's employment ends upon the conclusion of their term of appointment pursuant to [Article 2 of the Faculty Handbook](#).

Subdivision 5.1e

These procedures shall not apply to decisions to deny promotion, deny tenure, or terminate or not renew a probationary appointment that are made pursuant to the procedures contained in [Article 3 of the Faculty Handbook](#). Such decisions may be appealed only under the procedures provided for in Article 6 below.

Subdivision 5.1f

This is not a grievance procedure. Article 6 below spells out the procedures for Faculty who are unsatisfied with administrative decisions about leaves of absence, modified duties assignment, salary increases, merit pay, overload pay, travel research or professional development funding, professional development assignments, summer employment, or post-tenure awards. Any review of these matters may be considered by the Faculty Petition Committee pursuant to [Article 12](#) of the Faculty Handbook.

Subdivision 5.1g

These procedures shall not justify discipline of faculty for immaterial violations of policy. Faculty shall be disciplined only for acts that affect an important interest of the University.

Subdivision 5.1h

These procedures also acknowledge a distinction between misconduct and evaluation processes. While evaluation processes may intersect with misconduct procedures, for most purposes the process of evaluation is a separate process unless a major sanction is proposed as a sanction for the post-tenure review process.

Section 5.2 Guiding Principles

Subdivision 5.2a

Academic Freedom: The establishment of a procedure for handling misconduct or dismissal cases is an attempt to provide a reasonable guarantee of compliance with standards of academic due process, especially as these are enunciated in the “1940 Statement of Principles of Academic Freedom and Tenure” by the American Association of University Professors and the Association of American Colleges, and promulgated in the [“Statement on Procedural Standards in Faculty Dismissal Proceedings,”](#) adopted by the Council of the American Association of University Professors in November, 1957, and by the Association of American Colleges at its annual meeting in January, 1958 and updated in 1990. As articulated in University Policy 6.10, Academic Freedom is recognized as a foundation of the University.

Subdivision 5.2b

Confidentiality: These procedures are designed to serve the best interest of, and to be fair to, both the individual concerned and the university. Within these procedures the importance of a reasonable balance between ensuring adequate process and available resources is acknowledged so as not to overly burden faculty or the institution. In addition, confidentiality is understood as of vital importance and thus, administrators--unless otherwise required by state or federal law--protect the identity of the faculty member accused of misconduct to those who need to know in order to carry out a thorough, competent, and objective proceeding.

Subdivision 5.2c

Conflict of Interest: A faculty member shall recuse themselves from any proceeding when they are a member of the respondent’s department or when there is a conflict of interest, in which case the Faculty Handbook Committee will identify a qualified substitute. If a party submits a written objection to any appointed member of the Faculty Hearing Board based on bias or conflict of interest within five working days of receipt of the proposed Faculty Hearing

Board membership, the Faculty Handbook Committee will determine whether to replace the challenged member with a qualified substitute.

Subdivision 5.2d

Just Cause: These procedures assume “Just Cause” is the standard for termination for misconduct of a tenured faculty member before the expiration of a term appointment. Termination for faculty misconduct is only appropriate in cases of Just Cause. Just Cause must be established by the administration by a preponderance of evidence standard.

Section 5.3 Sanctions

Subdivision 5.3a Major Sanctions

Only proposed discipline involving a major sanction is subject to a faculty hearing process, outlined below. Major sanctions consist of: termination, suspension without pay, reduction in salary, reparations or fines of more than \$2000, or an *involuntary* reassignment of duties outside of the standard portfolio (see [Article 4 of the Faculty Handbook](#)) for a full semester or more.

Subdivision 5.3b Minor Sanctions

Minor sanctions are any sanctions not defined as a “Major Sanction,” and include such actions as a written or verbal reprimand, a reassignment of duties for less than one semester, mandatory training, reparations or fines of less than \$2000, removal of distinguished titles, removal of graduate supervision privileges, or cancellation of graduate faculty status. Although paid administrative leave or reassignment of duties for less than one semester are considered minor sanctions, such sanctions will not be imposed prior to consultation by the Provost with the Chair of the Faculty and the Faculty Senate Chair. Faculty facing minor disciplinary sanctions may not elect a hearing under this Article, but they may be eligible to file a petition with the Faculty Petition Committee if provided for in [Article 12](#) of the Faculty Handbook

Section 5.4 Addressing Claims of Faculty Misconduct

Subdivision 5.4a

Any individual with a concern that a faculty member has engaged in misconduct should report the concern to the appropriate administrator charged with responsibility for administering a specific university policy (e.g., Title IX officer or research integrity officer) or for an academic unit (e.g., department head, dean, or provost). That administrator is responsible for assessing the situation and, where appropriate, taking appropriate administrative action to resolve concerns (If the concern involves alleged conduct that could constitute a violation of the University’s Sexual Misconduct, Discrimination, and Harassment policy, the administrator must promptly report the matter to the Office of Compliance & Equity Management).

Subdivision 5.4b

Upon receiving a report of alleged faculty misconduct, the administrator will conduct an initial assessment of the report. In the event that an administrator determines in the course of their initial assessment of the report that there is (1) a reasonable basis for investigating the allegations of misconduct and that (2) such allegations, if true, could constitute grounds for imposing disciplinary action, the administrator shall follow the following procedures:

Paragraph 5.4b.1

Provide the respondent faculty member with a written notice of the allegations of misconduct being investigated. Following such notification, the respondent shall be given the opportunity to admit that misconduct occurred and that they are responsible for such misconduct. In the event that a respondent admits responsibility for alleged misconduct, the administrator and the respondent will meet to discuss potential sanctions and will memorialize in writing any agreement as to responsibility and sanctions. If the faculty member admits to having engaged in misconduct but is unable to reach agreement as to the appropriate sanctions, sanctions will be determined as described below.

Paragraph 5.4b.2

In the event that the respondent does not admit to having engaged in any misconduct, the administrator or their designee shall conduct an investigation into the allegations of misconduct. During this investigation, the investigator shall provide the respondent with an opportunity to respond to the allegations, to provide relevant evidence, and to suggest potential witnesses.

Paragraph 5.4b.3

Upon conclusion of their investigation, the administrator or their designee shall provide the respondent with a written notice regarding the findings of the investigation. The respondent shall have the right to respond, in writing, to such investigation findings.

Paragraph 5.4b.4

If there is a finding of misconduct, the administrator or their designee shall provide the respondent with an opportunity to meet with the administrator or their designee prior to imposition of any disciplinary action.

Paragraph 5.4b.5

The administrator shall then consult with the faculty member's dean, who will decide what discipline, if any, shall be implemented.

Paragraph 5.4b.6

In the event the faculty member's dean determines that imposition of a major sanction is appropriate based upon a finding of misconduct, the matter shall be referred to the Provost for determination of the appropriate sanctions.

Paragraph 5.4b.7

The Provost shall review the matter, including the results of the investigation, and determine whether a major sanction is appropriate under the circumstances. In the event the Provost determines that a faculty member shall be subject to a major sanction, the Provost shall provide the faculty member with a written statement with the major sanction(s) being imposed by the Provost, along with the basis for imposing such sanction(s), and a written notice of the right to request review by a Faculty Hearing Board, before imposition of any major sanction(s). The Provost will also provide a copy of this written statement to the Chair of the Faculty and the Faculty Senate Chair.

Paragraph 5.4b.8

The respondent faculty member may request review by a Faculty Hearing Board by filing a request for Faculty Hearing Board review with the Chair of the Faculty, Faculty Senate Chair, and the Provost within 10 calendar days of receiving a written statement of imposition of major sanctions. In the event such a request is timely filed, the Chair of the Faculty will empanel a Faculty Hearing Board in accordance with the procedures below. In the event the respondent faculty member fails to make a request for review within 10 calendar days of receipt of the written statement of imposition of major sanctions, the Provost may implement the major sanction(s) described in the written statement. Reasonable extensions to the timeline above can be granted by the Provost when classes are not in session or other extenuating circumstances.

Subdivision 5.4c

Administrators will attempt to resolve any charge of misconduct with the faculty member as early in this process as possible.

Subdivision 5.4d

During all meetings with the administrator or their designee as part of this process, the respondent shall have the right to bring an advisor of their choice, including a lawyer or a representative of United Faculty.

Section 5.5 Interim Action

Subdivision 5.5a

There may be instances in which a faculty member may need to be placed on paid administrative leave or have their duties temporarily reassigned on an interim basis pending investigation of a complaint of misconduct. The Provost may take such interim action only after consulting the Chair of the Faculty and Faculty Senate Chair to confirm that one or more of the following conditions exist:

Paragraph 5.5a.1

There is immediate physical danger to persons or property;

Paragraph 5.5a.2

There is reasonable indication of serious criminal violation;

Paragraph 5.5a.3

There is an immediate health hazard;

Paragraph 5.5a.4

There is immediate need to protect equipment or funds, including federal funds or federal financial assistance;

Paragraph 5.5a.5

There is immediate need to protect the safety or interests of the person(s) making the allegations, of witnesses, or of the subject(s) of the allegations or their collaborators and associates;

Paragraph 5.5a.6

There is a need to preserve evidence or to prevent improper influence of witness testimony;

Paragraph 5.5a.7

There is a need to protect the working or educational environment of affected co-workers or students; or

Paragraph 5.5a.8

There is a need to protect against liability of the University and its employees.

Subdivision 5.5b

Any such interim action taken must be appropriate to the interests protected, and reasonably limited so as not to have an undue damaging effect on the respondent. Any interim action shall not be considered in and of itself a sanction. The faculty member will remain in paid status for the duration of such interim action unless otherwise required by law. The Provost will assist the dean and department head in ensuring that the interim action will have as little effect as possible on the faculty member's reputation and the student learning experience.

Subdivision 5.5c

When any interim action is imposed, the investigation/review process shall be completed as quickly as possible. In the event there is a need to extend the interim action beyond the end of the semester in which the interim action was first implemented, the Provost will consult with the Chair of the Faculty and Faculty Senate Chair to update them on the status of the investigation/review process and to determine whether there is a good basis for extending the interim action.

Section 5.6 Voluntary Mediation Conference Prior to Faculty Hearing Board Review

Subdivision 5.6a

The Provost or designee will attempt to resolve any charge of misconduct with the faculty member as early in this process as possible.

Subdivision 5.6b

In cases where a faculty member has requested review by a Faculty Hearing Board, the Provost will review the matter and schedule an informal meeting for the involved parties to discuss the alleged charge of misconduct.

Subdivision 5.6c

The faculty member alleged to have committed a violation of university policy will be invited to a voluntary meeting with the Provost. Included in the informal meeting will be the dean of the college, head of the department, and, when requested by the faculty member, a representative of the United Faculty or other advisor of their choice. The Associate Provost for Faculty and University Counsel may also be present. At the meeting, the parties will discuss the issue(s) and work towards resolving the matter through a good faith effort.

Subdivision 5.6d

If an agreeable resolution is reached by the parties, all parties shall sign and memorialize the informal agreement which will be maintained in the faculty member's Personnel file, but not in their Faculty Evaluation File. If the informal resolution is not reached, the faculty member may request the Faculty Hearing Process, or the proposed discipline will be enacted.

Section 5.7 Faculty Hearing Process

Subdivision 5.7a Composition of the Faculty Hearing Board

Paragraph 5.7a.1

The Provost will hire an external legal professional to act as Hearing Officer during proceedings. The Hearing Officer will facilitate proceedings according to these provisions and advise the members of the Faculty Hearing Board in carrying out their responsibilities.

Paragraph 5.7a.2

The Provost will make necessary arrangements for a recording or verbatim transcript of proceedings.

Paragraph 5.7a.3

The Faculty Hearing Board will consist of three members. All members of the Faculty Hearing Board will be tenured faculty members. Members will be selected via a majority vote of the Faculty Handbook Committee. It is advisable when selecting faculty members to begin with those who are current or prior members of the Faculty Handbook Committee, have served in some other capacity as an elected faculty officer, or have disciplinary or other expertise as appropriate.

Paragraph 5.7a.4

A faculty member shall recuse themselves from the proceedings when they are a member of the respondent's department or when there is a conflict of interest, in which case the Faculty Handbook Committee will identify a qualified substitute. If a party submits a written objection to any appointed member of the Faculty Hearing Board based on bias or conflict of interest within five working days of receipt of the proposed Faculty Hearing Board membership, the Faculty Handbook Committee will determine whether to replace the challenged member with a qualified substitute.

Paragraph 5.7a.5

The parties may each have the option of one preemptory challenge to strike one selection from the Faculty Hearing Board within five days after receiving the list. The Faculty Handbook Committee will make additional selections when necessary.

Paragraph 5.7a.6

A hearing date will be set after a Hearing Officer and all members of the Faculty Hearing Board are identified. The hearing shall ordinarily occur within 60 calendar days after the Faculty Hearing Board selection is finalized. An extension of the hearing date may be requested by any party and may be granted with the agreement of the Hearing Officer and the Faculty Hearing Board.

Subdivision 5.7b Pre-hearing Submission of Evidence

Paragraph 5.7b.1

The purpose of a pre-hearing exchange of evidence is to collect available evidence to inform the Faculty Hearing Board's consideration of the case and for the parties to be adequately informed of all evidence to be presented during the hearing, fostering an expeditious hearing.

Paragraph 5.7b.2

The parties in a hearing are the respondent faculty member and the Provost, or their designee.

Paragraph 5.7b.3

At least 14 calendar days prior to the hearing date, the parties will provide a list of witnesses and electronic copies of their evidence to the Hearing Officer via email.

Paragraph 5.7b.4

The Hearing Officer will provide all evidence to opposing parties, who will have one week to make any objections to the introduction of such evidence.

Paragraph 5.7b.5

Objections to evidence may be made via a written argument if it is considered irrelevant or unfairly prejudicial.

Paragraph 5.7b.6

The Hearing Officer will make a determination regarding the admissibility of evidence and provide such evidence to the members of the Faculty Hearing Board at least two business days before the hearing.

Subdivision 5.7c Hearing Procedures

Paragraph 5.7c.1

The parties to be heard are the respondent faculty member and the Provost, on behalf of the institution. Both parties may have a representative of their choice to present their case.

Paragraph 5.7c.2

Hearings are private and confidential, and will be conducted in a manner that provides fair treatment to the respondent and Provost, and confidentiality to the extent possible without compromising public health and safety. No participants in a hearing will confer with members of the Faculty Hearing Board outside the hearing regarding the proceedings until they are finished. Members of the Faculty Hearing Board will likewise abstain from discussing the proceedings outside the hearing while proceedings are in progress.

Paragraph 5.7c.3

The Provost bears the burden of proof to establish a preponderance of evidence that the faculty member engaged in misconduct.

Paragraph 5.7c.4

Unless otherwise directed by the Hearing Officer, the order of the presentation of the case shall be:

- A. Opening statement of Provost or their representative
- B. Opening statement of the respondent or their representative
- C. Witnesses and evidence of the Provost
- D. Witnesses and evidence of the respondent
- E. Rebuttal witnesses and other evidence of the Provost
- F. Rebuttal witnesses and other evidence of the respondent
- G. Closing statement of the Provost or their representative
- H. Closing statement of the respondent or their representative

Paragraph 5.7c.5

Formal rules of evidence shall not apply to the hearing and the Faculty Hearing Board may give evidence the appropriate weight based upon its relevance and probative value. The Faculty Hearing Board will not consider evidence that the Hearing Officer deems is irrelevant or unfairly prejudicial or evidence covered by a legally recognized privilege (e.g., attorney-client privilege or physician-patient privilege) unless the person who has the right to assert the privilege waives the privilege.

Paragraph 5.7c.6

Any witness may be questioned by the other party or their representative.

Paragraph 5.7c.7

Any member of the Faculty Hearing Board may also question anyone who is presenting evidence at any time during the proceeding, including a witness. They may also question the parties after both have finished making their cases and have presented their final summary arguments.

Paragraph 5.7c.8

If new evidence is presented, the Hearing Officer, subject to agreement of the Faculty Hearing Board, may grant adjournments in the event a party would be unfairly prejudiced by the inability to investigate the new evidence.

Paragraph 5.7c.9

When the hearing has concluded, the Faculty Hearing Board may proceed to decision promptly, without having the record of the hearing transcribed, where it feels that a just decision can be reached by this means; or it may await the availability of a recording or transcript of the hearing if its decision would be aided thereby. A recording or verbatim transcript will be made available to the Faculty Hearing Board and the parties, on request.

Paragraph 5.7c.10

The Faculty Hearing Board may permit or request the parties to submit a brief written argument in support of their position to the Faculty Hearing Board within five business days of the hearing.

Paragraph 5.7c.11

Only the hearing record will inform the Faculty Hearing Board's deliberations.

Paragraph 5.7c.12

The Faculty Hearing Board's recommendation will be determined by majority and will be conveyed in a written report by the Faculty Hearing Board, signed and attested by each member, to the Hearing Officer as soon as practicable but not later than 30 calendar days of the conclusion of the hearing. Any minority letters will be signed and attested by the member(s) and will be included in the Faculty Hearing Board's written report when presented to the Hearing Officer.

Paragraph 5.7c.13

The Faculty Hearing Board's recommendation will specify first whether a majority agrees that misconduct occurred in the manner(s) indicated in the Provost's written statement proposing major sanction(s).

Paragraph 5.7c.14

In addition, the Faculty Hearing Board's recommendation will specify whether a majority agrees that the proposed sanction is appropriate, or will propose an alternative sanction, accompanied by adequate reasoning for the recommendation.

Section 5.8 Decision of the President

Subdivision 5.8a

The Faculty Hearing Board will submit their final report and recommendation to the President, along with the record, with a copy to the Provost and the Respondent.

Subdivision 5.8b

There will be no oral argument before the President, but either party may submit a brief in support of the party's position. Such brief shall be submitted within fourteen (14) calendar days of the receipt of the Faculty Hearing Board's report by the parties.

Subdivision 5.8c

After reviewing the Faculty Hearing Board's report and recommendation and the record in the case, the President will determine what administrative response, if any, shall be taken. In making such a decision, the President will give great weight to the report and recommendation of the Faculty Hearing Board. The decision of the President shall be issued within sixty (60) calendar days following the receipt of the parties' briefs (or the expiration of time to submit such briefs).

Subdivision 5.8d

If the President accepts the recommendation of the Faculty Hearing Board, the President will notify the parties in writing of their final decision. If the President rejects the recommendation of the Faculty Hearing Board, the President will issue a written decision explaining the reasons for doing so, which shall constitute the final decision of the President.

Subdivision 5.8e

If the President's decision is to dismiss a tenured faculty member, the faculty member may request to have their appeal heard in binding arbitration pursuant to Article 6. In all other cases, the final decision of the President represents the final institutional action and may be appealed to the Board of Regents pursuant to the relevant provisions of the Board of Regents policy manual.

Section 5.9 Further Appeal

Subdivision 5.9a

The grievance process provided in Article 6 is available as recourse to a tenured faculty member who faces dismissal as a result of the faculty hearing process, including review by an external arbitrator, whose decision shall be binding upon the University.

Subdivision 5.9b

In all other cases of major sanctions, the faculty hearing process provided for in this Article will substitute for the Article 6 grievance procedure, and an external arbitrator will not be appointed.

Subdivision 5.9c

In cases of minor discipline, faculty may pursue recourse using the faculty petition process provided in Faculty Handbook [Article 12](#).

Subdivision 5.9d

For purposes of the 2022-2023 academic year, in the case of any conflict between Chapters 5, 12, and 13 of the Faculty Handbook, Article 5 will govern.

ARTICLE SIX: GRIEVANCE/APPEAL PROCEDURES

Section 6.0 Scope

The procedures of this Article will be available as the exclusive institutional remedy for a faculty member who receives an unfavorable decision by the Provost:

Subdivision 6.0a On Tenure

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

Subdivision 6.0b On Promotion

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

Subdivision 6.0c On Non-Renewal

Where the faculty member has been on a probationary appointment.

Subdivision 6.0d On Termination of a Term Appointment

When the termination of the faculty member is to occur before the end of the term of the appointment.

Subdivision 6.0e On Termination of a Tenured Faculty Member

A tenured faculty member who receives a decision on termination by the President may elect to seek a review of the President's decision by commencing the review at the step provided in Section 6.4 within twenty-one (21) days of the receipt of such decision.

Subdivision 6.0f Immediate Discharge of a Probationary Faculty Member

In the event a probationary faculty member is immediately discharged for cause during an academic year, as opposed to a non-renewal as provided elsewhere in this Article, the faculty member may seek a review pursuant to Sections 6.3, 6.4, and 6.6 as provided in this Article by requesting such review in writing within twenty-one (21) days of receipt of such decision.

Subdivision 6.0g Involuntary Transfer of a Probationary or Tenured Faculty Member

In the event of an involuntary transfer of a probationary or tenured faculty member to a different department, such faculty member may seek a review pursuant to Sections 6.3, 6.4, and 6.6 as provided in this Article by requesting such review in writing within twenty-one (21) days of receipt of the written reason(s) for the transfer.

Subdivision 6.0h Discipline Other Than Discharge of a Probationary or Tenured Faculty Member

In the event a probationary or tenured faculty member is disciplined by a suspension or written reprimand, such faculty member may seek a review pursuant to Sections 6.3, 6.4, and 6.6 as provided in this Article by requesting such review in writing within twenty-one (21) days of receipt of such action.

Section 6.1 Availability of Review

While decisions to promote, to award tenure, or to reappoint a faculty member on a probationary appointment are the responsibility of academic officers, and while no opportunity for hearing is routinely provided in connection with a failure to promote, to reappoint, or to grant tenure, a hearing, as provided in this Article, shall be available in such cases where there is an allegation that the action was based on one or more of the grounds for complaint in Section 6.2.

Section 6.2 Grounds for Complaint

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

Subdivision 6.2a Discrimination

Based on the faculty member's age, national origin, race, color, religion, creed, political affiliation, veteran/military status, disability, pregnancy, gender or gender identity, sexual orientation, or any other status protected by applicable federal or state law;

Subdivision 6.2b Academic Freedom

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

Subdivision 6.2c Established Procedures

Made by the administration in a manner, which substantially fails to comport with established University procedures on tenure, promotion, or termination as defined in Section 6.0;

Subdivision 6.2d Reasons and Facts

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

Subdivision 6.2e Expectations

Made despite the faculty member's reasonable expectations based on representations in writing made to him or her by the Provost or dean of the faculty member's college that the faculty member would be reappointed, granted tenure or promoted.

Section 6.3 Appeal Conference

Subdivision 6.3a Filing of an Appeal

A faculty member who desires review of decisions defined under Section 6.0 shall submit a notice of appeal to the Office of the Provost within twenty-one (21) days of March 1. Such notice of appeal shall include the appropriate grounds for complaint as defined in Section 6.2, and, in reasonable detail, the alleged facts which support those grounds for complaint. The intent to appeal shall be filed on the Notice of Appeal form, which may be obtained from the Office of the Provost.

Subdivision 6.3b Request for Faculty Hearing Board Review

In appeals of a major sanction that has been imposed without prior review by a Faculty Hearing Board pursuant to the procedures provided for in [Article 5](#), upon request by the faculty member, the Provost will designate that the Faculty Hearing Board will hear the appeal pursuant to the procedures provided for in [Article 5](#). The Faculty Hearing Board will make a recommendation regarding disposition of the appeal to the President, who shall be responsible for making the final disposition of the appeal. Except in any appeal involving dismissal of a tenured faculty member, the disposition of the appeal by the President shall represent the final institutional action, which may be appealed to the Board of Regent pursuant to the relevant provisions of the Board of Regents Policy Manual.

Subdivision 6.3c Conference

Within twenty-one (21) days of filing the Notice of Appeal, a conference shall be held between the affected faculty member and the Provost or designee. At the conference, the affected faculty member shall have the opportunity to present written evidence and to make oral arguments in behalf of their position. Five (5) days in advance of the conference, the Provost or designee shall provide a written statement of the reasons for the negative personnel decision. Invited to the conference will be the dean of the college, head of the department, and, when requested by the faculty member, a representative of the United Faculty. For appeals brought pursuant to Subdivisions 6.0a or 6.0b, the chair of the

Professional Assessment Committee shall be invited to attend the appeal conference.

Subdivision 6.3d Disposition of Appeal

Within forty-five (45) calendar days of the conference, the Provost or designee will indicate their disposition of the appeal, in writing, and shall furnish a copy thereof to the affected faculty member and all invited parties.

Section 6.4 Arbitration

Subdivision 6.4a Nature of Appeal and Time Limits

If the faculty member is not satisfied with the disposition of the appeal, or if no disposition is issued within forty-five (45) calendar days of the conference, she/he may file an “intent to appeal to the arbitrator.” Such intent to appeal shall be filed with the Office of the Provost within forty-five (45) calendar days of receipt of the Provost’s disposition of appeal or within ninety (90) calendar days of the appeal conference in the event the Provost does not issue a disposition of the appeal within the time required by this subdivision. The intent to appeal shall be filed on the Faculty Request for Arbitration form, which is located in the [forms repository](#).

Subdivision 6.4b Selection of Arbitrator

When a faculty member has filed a Request for Arbitration, the Provost and/or designee and the faculty member and/or designee shall, within 14 calendar days, meet to select the arbitrator. If the parties are unable to agree to an arbitrator, the parties shall strike alternately from the permanent panel of arbitrators identified by the Iowa Public Employment Relations Board until one name remains. The person who remains shall be the arbitrator. The parties shall promptly notify the arbitrator of their selection.

Subdivision 6.4c Hearing Proceedings

The arbitrator so selected shall confer with the affected faculty member and the Office of the Provost and hold a hearing promptly. The hearing shall be open except by agreement between the University and the faculty member. The faculty member shall present evidence first and shall have the burden of proving that the University’s action was improper under the provisions of Section 6.2, except as provided hereinafter in this Subdivision. The arbitrator shall issue a report not later than thirty (30) calendar days from the date of the close of the hearing. Such report shall be in writing and shall set forth their findings of fact, reasoning and conclusions on the issue submitted.

Subdivision 6.4d Standard of Review

The standard of review to be applied by the arbitrator shall be whether the affected faculty member has proven by a preponderance of the evidence that the Provost’s decision was in violation of Section 6.2 of this Article.

Section 6.5 Dismissal of Tenured Faculty

Notwithstanding any other provision of this Article, in the case of dismissal of a tenured faculty member the University shall have the burden of proving just cause for the dismissal by a preponderance of the evidence, and in such case the decision of the arbitrator shall be final and binding.

Section 6.6 Disposition of the Arbitrator's Report

Subdivision 6.6a President's Review

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

Subdivision 6.6b Acceptance by President

If the President accepts the recommendation of the arbitrator, the President shall notify the parties in writing of their final decision.

Subdivision 6.6c Rejection by President

If the President rejects the recommendation of the arbitrator, the President shall do so in writing, giving reasons for going against the report, which shall constitute the final decision of the president.

Subdivision 6.6d Appeal to the Board

The final decision of the President may be appealed to the Board of Regents pursuant to the relevant provisions of the Board of Regents Policy Manual.

Section 6.7 Other Provisions

Subdivision 6.7a Representation

A faculty member utilizing this procedure may be represented at all stages by a representative of United Faculty when the faculty member elects, in writing, to have United Faculty assist her/him in such proceedings.

Subdivision 6.7b Application of Time Limits

The failure of an employee or United Faculty to act on an appeal under this Article within the prescribed time limits will act as a bar to any further appeal under this Article . The time limits may be extended only by written agreement of the faculty member and the University.

Subdivision 6.7c Costs

In those appeals in which the faculty member has requested and obtained the assistance of United Faculty in pursuing such appeal, the costs for the services of the arbitrator will be borne equally by the University and United Faculty. Otherwise, the costs for the services of the arbitrator will be borne equally by the University and the faculty member.

Subdivision 6.7d Election of Forum

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

Subdivision 6.7e Days Defined

Unless otherwise stated, in all instances in which “days” is specified in this Article , the term refers to class days. Saturdays, Sundays, holidays, and days when classes are not in session are not counted. Class days during the summer session will be counted for faculty on summer appointment (teaching or research) during the period of appointment. Class days for faculty not on summer appointment will not be counted except by written agreement between the faculty member and the University. When counting days, the day the appeal is received at any point in the procedure shall be considered “day one”.

Subdivision 6.7f Arbitration Hearings

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

APPENDIX A: MINIMUM SALARY GUIDELINES

[calculated by taking 2013-2014 guidelines from 2013-2015 Master Agreement and increasing by 9.96%]
 These Guidelines are for 9 month full-time faculty salaries (reduce-load, 10-month or 11-month salaries would be prorated accordingly). These Guidelines are not for use with faculty in special contracts (e.g., Emeritus) or for temporary faculty. The Instructor category includes only Term and Renewable Term appointments.

2023-2024					
	Years Completed in Rank	Instructor-- Term or Renewable Term	Assistant Professor	Associate Professor	Professor
Minimum	0 years	\$41,449	\$47,619	\$56,875	\$66,130
1 st Ref Pt	5 years	\$44,058	\$51,423	\$60,407	\$70,894
2 nd Ref Pt	10 years	\$48,545	\$55,261	\$64,610	\$73,958
3 rd Ref Pt	15 years	\$52,092	\$59,137	\$68,530	\$77,925
4 th Ref Pt	20 years	\$55,642	\$63,046	\$72,488	\$81,927
5 th Ref Pt	25 years	\$58,839	\$67,000	\$76,480	\$85,968
2024-2025 [all minimums from previous table increased by 5.3%]					
	Years Completed in Rank	Instructor	Assistant Professor	Associate Professor	Professor
Minimum	0 years	\$43,646	\$50,143	\$54,889	\$69,635
1 st Ref Pt	5 years	\$46,393	\$54,148	\$63,609	\$74,651
2 nd Ref Pt	10 years	\$51,118	\$56,919	\$68,034	\$77,878
3 rd Ref Pt	15 years	\$54,853	\$62,271	\$72,162	\$82,055
4 th Ref Pt	20 years	\$58,591	\$66,387	\$76,330	\$86,269
5 th Ref Pt	25 years	\$61,957	\$70,551	\$80,533	\$90,524