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University of Northern Iowa Faculty Senate Meeting Minutes, May 3, 2017

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Special Meeting #1793
UNI Faculty Senate
May 3, 2017 (3:30 - 4:39 p.m.)
Oak Room, Maucker Union
SUMMARY MINUTES

1. **Press Identification:** No members of the press were present.
2. **Minutes for Approval:** April10, 2017 (**Walter/Burnight**) Passed.
3. **Consultative Session** to discuss the draft Faculty Handbook.
4. Adjournment by Acclamation, 4:39.

Full transcript of 39 pages with 0 addendum follows

**FULL TRANSCRIPT of the
UNI Special Faculty Senate Meeting #1793
Wednesday, May 3, 2017 (3:30 - 4:39 p.m.)
Oak Room, Maucker Union**

Present: Senator Ann **Bradfield**, John **Burnight**, Russ **Campbell**, Seong-in **Choi**, Chair Gretchen **Gould**, David **Hakes**, Tom **Hesse**, Bill **Koch**, Ramona **McNeal**, Joel **Pike**, Jeremy **Schraffenberger**, Nicole **Skaar**, Gloria **Stafford**, Leigh **Zeitz**, Senate Secretary Jesse **Swan**, Vice-Chair Michael **Walter**. Also: President **Nook**, Associate Provost Nancy **Cobb** Faculty Chair Tim **Kidd**, NISG Representative Tristan **Bernhard**.

Not Present: Senators Lou **Fenech**, Steve **O’Kane**, Amy **Petersen**; Associate Provost Kavita **Dhanwada**, Provost Jim **Wohlpert**.

Guests: Brenda **Bass**, Cara **Burnidge**, Kyle **Fogt**, Jeff **Funderburk**, Joe **Gorton**, Anne Marie **Gruber**, Becky **Hawbaker**, Donna **Hoffman**, Lisa **Jepsen**, Jim **Mattingly**, Catherine **Miller**, Susan **Moore**, Anne **Myles**, Scott **Peters**, Paul **Shand**, Jennifer **Waldron**.

Gould: Okay, I’m going to call the meeting to order. Good afternoon. Welcome to the last and Special Senate meeting of the year. We have a couple of things to take care of, and then we will move into Consultative Session for the Handbook. First thing I need to do--is there any press present? Okay. No press. Next thing I need to do is get an approval for minutes, the April 24th Senate minutes. Can I have a motion? So moved by Vice-Chair **Walter**, seconded by Senator **Burnight**. All in favor of approving the minutes from April 24th please say “aye,” opposed, “nay,” abstain, “aye.” Motion passes. We are now going to enter into Consultative Session to talk about the draft Faculty Handbook. I have Associate Provost **Cobb** and Vice-President **Hawbaker** up here to kind of run the Consultative Session, so I am going to turn it over to them.

Cobb: We asked if we could have like ten or fifteen minutes to present some things before we open this up for questions, because we felt like it would be good to point out some things. So we actually have some 'cheat sheets' also that summarize the changes. So the primary thing that we started out with the committee, is we wanted to make sure that on July 1, faculty would feel like there was some sort of firm footing underneath them, so we needed to move as much from the Master Agreement as we could. But we also knew that there were things that could be improved from the Master Agreement, and so we were also charged with the idea of working on those. I think we have most of the committee here, so if you were on the Faculty Handbook Committee, would you mind standing up and letting us acknowledge you? Thank you for the hard work.

[Applause]

Cobb: You spent a lot of hours on this. So let me start with the...in this Executive Summary, we thought there needed to be a standing committee that deals with the Faculty Handbook, and so we formed that in this draft. We defined 'faculty leadership,' and we addressed the connection between Faculty Handbook and University Policy. And then Chapter One went into 'What is Faculty Governance?' and I believe that was taken directly from our documents that we already have on campus.

Hawbaker: This is important because it really emphasizes that faculty governance is to be shared across campus, and it also is nice that at this point in our history we have strong unity and strong connections between the Faculty Senate, the Faculty Chair, and United Faculty. That was true in the makeup of the Committee,

and I am thankful that we were able to have those five people on the Committee with strong representation by United Faculty, because you could have had other faculty. You could have said, “No union will be on this Handbook,” and the Handbook might have looked very different, So I want to acknowledge and appreciate the strong input United Faculty was able to give along with all of you through representation by Tim **Kidd**, and Amy (**Peterson**), Tom **Hesse**.

Cobb: There was discussion at the beginning, and we knew we had a short timeline. We all know that this is going to be a living, breathing, document when we hit July 1st. That doesn't mean that this is set in stone forever and ever. In fact, as we would go through things, it was—we really wanted to fix some things but we just felt like we could not. So, going into Chapters 2, 3, and 4 what you have in the Executive Summary is where we took things from the Master Agreement with minor changes. There were a couple of places where we needed up update our non-discrimination language, because the University actually has more protected classes than the Master Agreement did. We clarified that there can be term appointments of one year, and there is some reporting that used to be to United Faculty, and that will be given to faculty leadership at this point. Chapter 3 is a very important chapter to faculty, because that is how faculty are evaluated. So what happens there is that we have Article 3, and I'm not sure how many people have really read through Appendix B, but Appendix B2 addresses faculty evaluation in a very strong way and so we moved that language into the Faculty Evaluation chapter. We did remove some language. We checked with United Faculty about some references to Price Lab faculty members. We have the last person tenured this year, and so we removed some language there, and we

clarified some items in the student assessment instrument—or student assessment’s other assessments language. We also adopted the Appendix E of the Master Agreement into Chapter 4 as Workload, and this is the non-standard teaching load equivalencies, and documented that that would be distributed to faculty leadership. So all three of these, you’re going to find there’s going to be some language about them in the Appendix. The Appendix is what we felt as a committee needed to be worked on in the future. It couldn’t be solved at this point. And we decided not to open up the can of worms with personnel files, did we not? Because that also needs to be worked on in the future; trying to figure that all out and the evaluation file, and the personnel file. We know there’s some confusion, but we hope that that will be addressed in the future. You want to start there and go on?

Hawbaker: Yeah, so especially with faculty evaluation, this is a topic that United Faculty and management have been talking about in the last two contract negotiations, especially as it relates to the possibility of post-tenure review. We’ve also studied that issue very carefully for a couple of years, like the Labor-Management Committee: A lot of hard work by ten great people. A lot of them were also on the Faculty Handbook Committee, so we’ve invested a lot of time in this, and we’ve all come to the conclusion that if you want to look at new ways to recognize and reward faculty, that you also have to look at new ways to help struggling faculty to develop and to get better, and that if we want to recognize and reward faculty, we also have to make sure that we’re recognizing and rewarding all forms of relevant scholarship, and so we want to make sure that we’re also taking a look at the Boyer Model, and alternative forms of scholarship,

and having a really clear path forward for faculty, and having some kind of University-wide framework, that makes it very clear when you come here and you're hired here, what would it take to get tenure, so that it's not unfair; it's not a mystery. It's not something you have to guess at, and that there is some consistency across campus. Not to say that the standards in the Department of Teaching are going to be the same as in the Department of Physics, but that the general framework and procedures are very similar. That there's more consistency than there is presently, which is like—no consistency.

Cobb: We could talk about that more when we talk about Appendix A, but then as we move on, the Staff Reduction—we just rolled most of that language in. If you compare those, it adopts Article Five. Summer Employment: We did move some dates, because if you've been around here for a while, you know that summer session—it's difficult to get contracts out by the dates, so the dates have been moved. That's actually a faculty-friendly thing, to be able to hold it a little bit longer before a contract goes out. In Chapter 8, we adopted most of Article Seven. It's pretty much the same. There are—except that we could not put dollar amounts in this. I know there have been some comments about that, but we are no longer in the position where we can put dollar amounts in for summer research fellowships, or how much for faculty travel. A lot of people do not know that the University actually spends more than what we—every year we've spent more than what was required by the Master Agreement for faculty travel. So, we don't feel like that's much of an issue for that one. For salaries, that's what is in the Master Agreement. Except that we kept the provision that's about promotion and 8.6 for how your salary is paid. You want to take...?

Hawbaker: You want me to go on about insurance? So, under insurance, and I want to thank—each of these we had different subcommittees that really dug into each of these parts, and so Jim **Mattingly** and Tom **Hesse** worked really hard on this. A lot of this is the old Article Nine with some changes. But because insurance is a prohibited topic of bargaining now, it is something that is not only out of faculty control, but in some ways, it's out of control of management as well. Because everyone's waiting to see what's going to happen at the State Level. Is there going to be some kind of statewide pool? So there is a lot of uncertainty here that none of us in this room, or even on this campus may be in direct control of. And so we could all agree that yes, we agree that having great insurance is important. It's important to all of us. It's important as a recruiting tool, and so we tried to put some language there that, "Yes, that's our value." And we're going to do what we can that's within our control, to continue to have quality coverage. But it was also true that we didn't have a magic wand on hand to make it so. So I know there's been a lot of concern about, "Why isn't there more specificity about this?" and that is why. It is something that we, United Faculty, will continue to fight very hard on, and I know all of you care very much about it, and I also know that management cares about it, too. We all agree: This is something very important, not only for our physical health, our mental health, our morale, our recruiting—everything that makes this a good place. So, that is insurance. When it comes to Faculty petitions: This used to be Article Ten of the Master Agreement, and so this was grievances of like a misapplication, or somebody didn't follow something in the Master Contract. What I really appreciate about what we did with this chapter is that—I feared that there would be a lot of "We don't need to

do this anymore.” We’ve had a long track record of working very closely with Nancy (**Cobb**), and Kyle (**Fogt**), and Jim (**Wohlpart**) and Mark (**Nook**), about resolving issues in a mutually beneficial way at the lowest level. And so we really wanted to preserve as much of that as possible, and so we’ve created something that is parallel to something that we had before, which was a Contract Maintenance group: Joe (**Gorton**) and I would meet with Nancy (**Cobb**) and Kyle (**Fogt**) and Jim (**Wohlpart**), and we would talk about issues and work things out. Ninety-nine percent of the time we worked it out; it got worked out. We never had to file that grievance, and so we hope that this Faculty petition section will work in much the same way. I also want to point out though, that this Handbook widens the scope, so it’s not just misapplications of what used to be the Master Agreement, but other University policies and procedures that have been formally adopted. So in some ways, there is a wider scope of issues that faculty could bring concerns or petitions about, and there will continue to now be a standing committee to hear those concerns, and to try to work out amicable solutions. But also, an opportunity for people to appeal it to an arbitrator if it can’t be worked out informally. That would be non-binding arbitration. So the arbitrator would make a recommendation to the President, and the President would make a decision. In terms of Chapter 12, this a more formal grievance for termination or denial of tenure, but we also moved into this chapter an involuntary transfer. So again, we sort of widened what comes under this Grievance Chapter. It again continues to have a similar process. It continues to have arbitration. But in both of these chapters, we also needed to make it possible for individual faculty who didn’t wish to work through United Faculty to pursue the grievance on their own behalf, if they were willing to pay the legal costs. And so in the past, the Union

owned the contract, so we owned the grievance. Now, the faculty member can pursue that on their own. It's just they're on the line for their dime. So, alright.

Cobb: Thirteen and Fourteen are just transferring things from the Master Agreement. Health and Safety –there were some questions. We have University policy that takes care of health and safety, but we wanted to make sure that's still on everybody's radar. That may fall off, because it's University policy that we have a healthy and safe environment. I want to talk a little bit about Appendix A and we really are going to open this up for questions in just a minute. But this was the document that the Committee felt like there was no way to address everything in the time that we had. And, as Becky said, labor management had been working on the topic of evaluation. As Associate Provost for Faculty, one of my roles is for faculty success. And if faculty are to be successful, all over campus they need to have standards by which they are judged, in order to get promoted and tenured—and clear standards. In other words, it shouldn't be a mystery to me how I get promoted, and how I get tenured. Being in the role that I'm in, it's very uneven around campus. So this is one of the things that this article or this appendix talks about, is moving to where we have clear and transparent standards, and also for promotion to full professor. The other thing is bringing in alternative scholarship and the idea of a review for tenured professors. And I know this is a controversial topic, but we're hoping this will get worked out as something that really benefits the entire community. It should be some sort of yearly evaluation of everybody as there is now, but we want to have a formal review for tenured faculty. Whatever the committee next year decides: every five to seven years—so there's the ability to help people when there are issues that come up. Or, in the case of somebody

who's really outstanding, after full professor, the ability to get a further salary bump if they're really outstanding. Those are the kinds of things that would be addressed there, plus FMLA [Family & Medical Leave Act] leave. We feel like there needs to be some work on that on transparent and consistent treatment of faculty. The workload document evaluation is very related to workload. So how does the workload document jive with that? And then there's some things we just couldn't work through: the temporary faculty. Then they recommended that there be some sort of statement about how salary equity is going to be looked at, at the Provost's Office in the future. Are we done now, so they can start asking questions?

Pike: I'm just going to make a point that I actually have the student evaluation section in Chapter Three. I have the same issue with this that I do with the Master Agreement, which is that for probationary, pre-tenure, non-tenured, it's one student assessment a year, but you're allowed to do additional voluntary assessments. Unless you have language in there that says you may not share those voluntary assessments with the PAC or department head, it turns into a de facto requirement, of having the student assessment every semester.

Zeitz: Who may do that?

Pike: You may do voluntary assessments for your own informational purposes, but you may not share those voluntary assessments with department heads or PACS. Otherwise, it's not voluntary. It turns into a requirement.

Hakes: Alternatively, I know other faculty members who are very upset that can't put all of those up there.

Pike: They can.

Hakes: But you said, if they're allowed to put it in there then it becomes a requirement, and they want to put it in there. The ones I know are upset that there's any restriction on them being able to put evaluations in their file if they want to. That's a tough...

Pike: Again, I'm just saying that that's the issue. I'm not saying what's correct or what the right way to address it is, I'm just saying that is an issue.

Zeitz: I still don't understand why that becomes a requirement. I don't understand that part of it.

Gorton: It's not a requirement.

Zeitz: You say it becomes a standard, and that's how the PAC looks at it?

Pike: It's an expectation. It's an expectation that you will do one every semester for every course. And if you don't, right then there's questions about why you're not doing it.

Mattingly: Joel, (**Pike**) do you mean specifically for pre-tenured faculty?

Pike: Yes, specifically for pre-tenured faculty.

Hawbaker: Well I think some of this goes to the question of so much diversity of procedures and expectations and cultures across campus, and so hopefully this wider conversation will help to establish a more consistent—but I also think that the Handbook can't change culture. Joe (**Gorton**) Do you have a comment?

Gorton: Just to correct the record on this: Because Article 3.326, Informational Assessments, “Faculty members may conduct additional assessments of their classes for informative purposes. The administration of such assessments shall be arranged by the faculty member, and the University will process such assessments, but no record of the result will be kept in the evaluation file, or any other file maintained by the University. Only when the department head and the faculty member agree, prior to conducting it with student assessment, that such assessment is for informational purposes will the assessment will be processed according to provisions in the subdivision.” So if that’s happening Joel (**Pike**) as you say, that’s a grievable matter. Thank you.

Gould: Other comments or questions, concerns?

Campbell: I have one remark where I see that you were given promotional increases. Could you talk about maybe other increases outside of the contractual increases? Is this—many of us are hoping that in two years or in four years, Chapter 20 will come back. But, is that an intent to keep promotional increases and maybe other special increases outside of the bargained amount when it returns?

Cobb: This is something that’s still in question, Russ (**Campbell**). First of all, nothing has been decided about. This is things to be worked on. It’s saying, “These things could be there.” Nobody has said that’s going to happen. Okay? It would have to be a lot of things that would fall into place to do that. Right now we’ve rolled the promotion increases into the next contract. I don’t anticipate

that that's going to change. But any kind of merit, there's still some things out there being decided at the state level.

Campbell: But, at this point, there is no merit in the contract, correct?

Cobb: That is correct.

Campbell: So any promotional increases will come out of the goodness of the administration, and not out of the salary increase pool?

Nook: Keep promotion different from what you're talking about, right? Because the promotional increases are set.

Gorton: The promotional increases were already in the budget.

Nook: Right.

Gorton: The fiscal '18 budget? Good luck, Mark (**Nook**).

Nook: Yeah, thank you. [Laughter]

Fogt: But the promotional increases are not a permissible subject of bargaining.

Nook: That's right.

Campbell: Right. So they are outside the contract?

Nook: They are.

Campbell: But you are giving them? People who are promoted this year will get them, and no guarantees that the Handbook won't be changed before the next round?

Nook: We can't make guarantees on the contract or the Handbook. Neither side can.

Gould: Really quick, can you state your name, so Kathy can keep track of who is saying what?

Peters: Scott **Peters**. I have a question that might be similar to what Russ (**Campbell**) is asking which is in terms of a promotion increases in particular. So the new Faculty Handbook says there shall be promotion increases. It doesn't have an amount. Is that correct? Or it does have an amount?

Cobb: It does.

Peters: You made some reference earlier to that it wasn't in there, so I wasn't sure. So it does have an amount. So is the assumption that this permanent standing Faculty Handbook Committee then would periodically—whatever, every five years, would go “Geez, we haven't had a bump in promotional increases for a while,” and then it would be their job to make a recommendation to the Provost and the President, those should go up \$1000 or \$500 or whatever?

Cobb: Right.

Peters: That's kind of the thought about how this would work?

Cobb: There are amounts in here, and I think that would be the reasonable thing that that would be how it gets changed.

Nook: Those are percentage increases, aren't they? They're not dollars.

Cobb: These are dollars because that's what they've been.

Nook: Yup. Good.

Cobb: Other questions?

Hakes: A comment about Appendix A. Correct me if I'm wrong, but for everyone's comments here. On our tenure and promotion guidelines, we have professional judgement being all the way to one side, with very little transparency. And then complete transparency on the other side, but more limited professional judgement. And we're kind of moving back and forth across that spectrum, because if we move toward perfect transparency, we create a laundry list of hurdles for someone to jump over, and if they do those things, then it's almost like a contract grade for a student. We would all laugh when a student comes in and says, "How many pages do I need on my paper to get an 'A'?" We go, "Are you kidding?" Now is 20 pages and 'A' and sixteen pages a 'B?' We'd say, "Is this some kind of joke? Go away." Yet the same professional that would laugh at that, would turn and say, "How many papers do I need for tenure?" Excuse me. Admittedly, we have to be careful here, because we can go way too far toward transparency to where we create a laundry list that's extremely similar to a syllabus that we would laugh at if we were to give it to a student. We can't do that because there's professional judgement involved: This paper is ten pages and it's excellent, and this paper is 20 pages, and it's terrible. Now, we have to be allowed a degree of latitude.

Cobb: Of course. Of course.

Hakes: So I'm just trying to bring that...maybe everyone's already nodding with me, and saying "of course," but I'm afraid that we get laundry list-oriented toward a set of hurdles where everyone on the PAC is shaking their [heads] saying, "No, no, no—this is getting away from us," but somehow, somebody—we've created too precise of a process: Well intended to be transparent, and then it gets away from us. So we're going to have to walk this fine line of salvaging professional judgement, while still being informative to the candidate.

Cobb: I agree to a point, David (**Hakes**). But if what's happening right now, and I'm not naming any departments, if somebody—what they have to do is go to the door of every person in their department and say, "What do you think I should put in my portfolio to go towards full professor?" And then they get conflicting advice. I don't think that's the best way. There are ways to write documents, because I've been at universities where they had them, that had enough wiggle room for professional judgement, but allowed a person to know, "How can I be successful?" I agree with you: There has to be the professional judgement. But I think that faculty success is not having to go around to every individual in the department, and find out what they need to do to be promoted. That's actually a way—I'm going to say this, it's very possible to discriminate, when you have that kind of situation.

Hakes: Oh, I realize that. I'm saying "well intended." In our attempt to be transparent and to avoid discrimination, we can move too far to where we have

too little professional judgement, because we're so afraid to have any professional judgement. That's something that we give up. It's a spectrum.

Gorton: Dave (**Hakes**) I think you make a---I'm Joe **Gorton** and I'm the President of United Faculty. I think Dave, you make a good point. We can't get too deep in the weeds on this right now, because that's what the committee is for, and that's why this has been delayed—for real thoughtful consideration. I actually think what's going to happen is PACs are going to have more discretion or flexibility, because bringing the Boyer Model into it is going to allow for that. And as far as the way the transparency works out, we'll see. But I think an important part of this process is going to be for PACs to retain autonomy—their autonomy, and also have the flexibility that they need. Transparency is going to be really important. But I think one of the things they have in mind is everyone should know the rules of the game. Everyone should know what the standards are. It will take a while to get this right I think.

Zeitz: I'd like to point out that Curriculum and Instruction in the College of Education has a very well-developed handbook for the PAC, and we have a sentence that says, "Candidates target an average of one peer-reviewed journal article per year. If this target is reached it will yield four to six peer-reviewed journal articles in well-respected national journals." I think that type of—that's something that isn't specifically saying this is how many pages this is to write this paper, but it's giving a guideline, and it's giving a framework that we can use for this, and I think every department should have something like that, so we know what to look for.

Hakes: Just to apply that though. It does allow for a gaming of the system, and I'll show you why. There are people in this room that have been tenured under other environments. Under other environments, I've been tenured at other institutions and I was offended at the time, and made nervous when at tenure, all of my work had to be sent out to ten outside evaluators who I don't know. I'm thinking, "Who are they to read my papers?" None of them were in an outlet with greater than a 10% acceptance rate, and some of them had already achieved 60 or 70 citations, so I'm thinking that I'm okay. Who are these people to read and do this whole thing? Now I'm not supposed to see the letters, but since I got tenure, I got to see the letters. So I've seen the letters. And the letters—ten of them, because the minimum is ten, came back and every one of them—I saw the letters sent to them, and it didn't ask for this, and they all answered the same question. That didn't occur to me. I'm always one behind. Every letter said, "These papers are independent contributions." Which means all they were doing, was one person who was an expert is sitting down and looking at your body of work. They don't care if there's three or ten, because if you write the same paper over and over and over and use it, you give me five, and that's all they're looking for. Only someone in the field can say if you did something empirical, and you added a particular variable, is that an independent contribution, or are you gaming the system? And if so, you're writing the same paper over again. Somebody has to make that decision, and as soon as you put a number out there, you've invited gaming the system in no different way than putting pages. Because if I'm not exactly an expert in your field, I can't tell if you've gamed the system, or if these are really, truly, independent contributions. So if you are going to put a number out there, then in my opinion it needs to go for outside review, where experts tell

me that these are truly six pieces of contribution that are completely independent; stand alone. I mean people actually write papers where they don't cite themselves, and you don't track their prior work that led up to that. And it's really they wrote the thing again. Anytime you put out a list, you've invited gaming the system, and you can't even tell if it's been gamed or not, unless you're exactly in that field.

Hawbaker: So this is why we chose not to try to tackle that chapter, okay? We're going to have another group to study this in much greater depth, because you're talking about just one issue, and there's a hundred more just as complicated.

Hakes: Absolutely. It's just the precision I was just referring to when you make a number. When you write down a number, you're inviting gaming.

Walter: The PAC committees usually take care of these decisions, and I don't want to get too far off in the weeds. With looking at Section 2.45 versus 3.6392. (Who comes up with these numbers?) Those both include the word PAC and PAC Committee. One of my colleagues asked me to bring this up at this meeting because we have a SubPAC. We have 23 people in our department, so we have a SubPAC that basically evaluates all tenure decisions, and hands that to the PAC. The real PAC is the whole department, and then it goes through the department head, and both of these sections address a decision from the department head that is different from the PAC, and they both use the word PAC, so it's a little confusing. Do we want to delay this discussion until Appendix discussions or...?

Cobb: All I was going to say is that you have walked into something that was a problem in the Master Agreement. We have things that we couldn't deal with. Could you imagine us trying to deal with all of these problems in what was it—ten weeks?

Walter: No way.

Cobb: No way. So what we chose to do was roll language. Any changes that were made were trying to just provide a little clarity. There was clarity on student assessment. You could imagine everybody going, "We should fix this." But if we start removing somethings, or trying to clarify, then everybody goes, "Wait a minute. What's happening with this?" So that is something that we need to make a running list of the things that need to be deal with next year.

Zeitz: If we have questions or make some notes about language and we just happen to put them in the comments received faculty, we don't necessarily need to bring them up at this point, right?

Gould: No, because I've shared that spreadsheet with all of the Senators, Becky (**Hawbaker**), Nancy (**Cobb**), Jim (**Wohlpart**), and Kyle (**Fogt**), so they've seen all the comments as well.

Zeitz: I have more.

Gould: Okay. We'll keep looking.

Walter: That's going to stay open?

Gould: Yes. It'll stay open.

Cobb: I think it should stay open for a while because it's a busy time of year.

Bernhard: Could you talk a little bit about any changes there have been in the role that student assessments play in promotion or reaching tenure? Maybe that's minimal, but it's a student concern.

Cobb: There's no change at this point, so what I would say is there is a part in Appendix A that says it needs to be clarified. Their frequency—shall we read that language? Okay, it's page 51: "Address with specificity the information document that may be relied on in conducting such evaluations, including the contents of the evaluation file, and the role of student assessments e.g. formative, summative, self-reflective—including the frequency by which student assessment shall be taken in courses. So it's this is something that has to be addressed for next year. Nothing has changed from the Master Agreement.

Bernhard: Alright.

Hawbaker: There was one part that was clarified. There used to be a section where a department head could schedule student assessments more often, but the interpretation of that was complicated, and so some department heads who had heard student concerns—lots of students had come to them and said, "There's issues with this person's teaching," felt like they could not schedule additional assessments because of the language of the contract. So they made it specific that department heads could in fact ask for more assessments more often, but only in cases where there was a documented student concern, and so it didn't leave it open for department heads to say, "You know what, I just think it

would be better if everybody had student assessments in every class, every semester all the time.”

Cobb: That language is 3.25, if you want to look at it.

Bernhard: And then just one more clarifying question. So we talked a little bit about how professors could take voluntary student assessments more frequently than the requirement. Do they have to indicate that they’re going to be submitting those before they give those, or can they give the student assessments, and then look through them and then decide independently if they want to submit those?

Cobb: If they’re doing informational assessment, the current procedure is that they have to declare in advance that they’re doing informational assessments, and then that’s when they know that the results are only coming to them. They don’t wait (un)til after it’s given, and then decide that.

Bernhard: Perfect.

Hawbaker: Good question.

Zeitz: So that’s something that they would tell the secretary at that time? When they’re lining that up?

Gorton: Department head.

Zeitz: But usually when we line them up, we line them up with the secretary.

Gould: Other questions, concerns, comments?

Peters: The standing Handbook Committee—is the membership on that set in the Handbook?

Cobb: No. It is not set. We did not get that far.

Peters: Does it say what positions it will be...?

Cobb: It doesn't say that. It says there's going to be a committee, and actually I don't think the committee knew how big the standing Faculty Handbook Committee should be. So I know that Jim **Wohlpart** is really interested in some input.

Hawbaker: It does say.

Cobb: Oh. It does say? Uh-oh. I'm sorry. I'm embarrassed.

Hawbaker: We did get that far.

Cobb: What does it say?

Pike: "Six administrators appointed by the Provost. Six faculty appointed by faculty leadership which have been defined as the United Faculty President, Faculty Senate Chairperson, and Chair of the Faculty, may change, but it should be chaired by a designee of the Provost."

Cobb: Sorry.

Hawbaker: Which would be a similar makeup to group who reviewed this, but it doesn't necessarily mean that the same group would continue.

Cobb: Right, that's probably what I intuited that you were asking. I'm sorry.

Hesse: I believe there's course release involved for members?

Cobb: No, not for that one. No. That's for the committee that works on faculty evaluation.

Moore: Susan **Moore**. I realize you were working on a very tight deadline. I was just wondering: I perused the Handbook briefly and I noticed that in Chapter Ten, talking about insurance, there's still occasional reference to the Master Agreement?

Cobb: We have to remove those. Yes.

Zeitz: Or collective bargaining agreement.

Cobb: Thank you. If you find those, we're still combing them out.

Cooley: I'm really glad Susan (**Moore**) asked that question, because I thought it would be too dumb to ask mine. On page 18 and 32, there's reference to a collective bargaining unit.

[**Many voices:** We still have that]

Cooley: Okay.

Hawbaker: United Faculty is still a bargaining unit.

Moore: We can only bargain one thing.

Cooley: And it's still referred to legally as a collective bargaining unit.

Schraffenberger: I have a question about renewable term faculty, and I was trying to find previous language from where this new language came from. This is 2.5.

I'm specifically interested in 2.512 and 2.53. In other words, I'm just looking for the precedent for that—where that language came from. Specifically, in 2.53, it reads, "The standard expectation for renewable term faculty is that teaching is the predominant activity." I know we've had questions about service obligations too among renewable term faculty. It goes on, "The position does not have a research component or expectation of research accomplishment, although those activities may be present in some cases." I don't know what that last clause is doing. It seems to be saying there may be some accomplishment, but it's not to be evaluated. I don't even know why it needs to be stated that it's there. So I'm just curious what the discussion was on the committee about renewable term?

Gorton: It just rolled from the contract. It's one of innumerable phrases that might be in the contract. It might be 20 years old.

Fogt: It's Appendix D if anyone wants to look at it.

Gorton: But it does account for the idea though, the possibility and in many cases the likelihood that term faculty will be engaged in research.

Schraffenberger: The question becomes the fraught nature of research of a renewable term faculty who wants to be evaluated; wants to be acknowledged for research that they may do. But then in they do it, there's suddenly the expectation that they will continue to do so, if they've been evaluated on that in the past.

Gorton: I'd say that probably goes to the contract the term faculty member has, but I couldn't comment really beyond that.

Cobb: Do you want me to respond?

Gorton: Yes.

Cobb: So if there are term and renewable term contracts with faculty, it is spelled out what the expectations are in the contract letter. I think all of this is going to be looked at next year, but it definitely was language that was rolled.

Waldron: Thank you. I have more of a big picture question. I came in late so I apologize if this has already been spoken about. So this got rolled over really quickly, so the committee that will be in place next year is going to be doing a lot of work to continue to fine tune, and to do other parts and pieces, and the Appendix A and all these other things. Going off of Scott's (**Peters**) question, it just going to be sort of monitored by the committee on a yearly basis? Or is there going to be one sort of big not-collective bargaining but sort-of collective bargaining meeting or...? You know, I guess...

Cobb: In the Introduction it says, "Faculty or administrators wishing to propose changes to the Faculty Handbook may submit proposed changes in writing to the FHC (Faculty Handbook Committee). FHC will typically consider proposed changes to the Faculty Handbook in the semester in which such changes are proposed. If the consensus of the FHC is to adopt the changes the Handbook, the FHC will consult with the Faculty Senate and the Chair of the Faculty Senate, the Faculty Chair, President of United Faculty, faculty leadership before presenting to the Provost any recommended changes to the Handbook. Then, the Provost will either accept or reject." So, does that answer your question? During the semester

that something—so faculty or administrators can propose something through the Committee.

Hawbaker: But in terms of how that will actually work, will this group meet regularly? I think that's all to be determined. We're going into uncharted waters and we're going to figure it out as we go I guess.

Waldron: Yeah.

Cobb: Do you guys have any other comments about that?

Gorton: If I could just make one quick comment, that I think it's something that's easy to overlook in the rollover of the contract into this document, and that is the portion of the Handbook that refers to staff reduction. And that is so really important that what remains in the Handbook is the program definition portion of that. So some of you have been here long enough to recall what happened back in 2012 when they might have said, "Well Jesse, (**Swan**) Shakespearian Literature is a program." Boom—there goes Jesse during a staff reduction. So now we have a very comprehensive, detailed program definition process by which staff reduction, heaven forbid it should ever occur, would occur and I just want to remind everybody and have it for the record, that's one of the most important elements of this Handbook.

Zeitz: Actually, now I have two. The first one is that you were talking about the responsibilities of rights of renewable term faculty. I think it does define about research, but there's nothing in there talking about service. Can we expect service from renewable term faculty? And I don't see anything in there.

Cobb: It should be worked on. The contract letters I have seen define service.

Zeitz: They do expect that? Okay.

Cobb: Well, if it's expected, if it is expected, it is defined in their contract.

Zeitz: Okay, and then your point that you made about layoffs in Subdivision 6.34, and I have this in the chart so you...It says, "Layoffs of tenured faculty members in a program area shall be made in inverse order of numbers of years of service on this faculty." That would mean that if I was here for 25 years, the inverse order would mean that I would be first, right? Whatever it is, it's probably the other way around, and so what you might also put in parentheses, "With the lowest number first," or something like that to make it a little clearer.

Cobb: Well, that was rolled language.

Zeitz: Maybe it's rolled, but maybe we could fix it.

Cobb: We'll note. It needs to be looked at next year.

Waldron: This will be a more—if I'm understanding, and how we foresee it right now, this will be much more of a living, breathing, ongoing, changing document.

Pike: That was actually the language they used.

Cobb: I actually used that language.

Waldron: Did you? Okay.

Cobb: Yes, at the beginning.

Waldron: So then it becomes more important that we—because we all know the Master Agreement for two years, right? And so now we have to kind of keep up with the changes which may be happening much more rapidly, because it can happen any time during the semester.

Nook: Let me just comment on that. I'll leave my President's hat on for this one. Joe (**Gorton**) and others will probably hold me to this. I know the opinion that anything that happens to a change in the Handbook that impacts working conditions for that, can't take effect until the next year, right? So you're under a Handbook for a year that's approved, so you'd be bringing changes forward so that everybody knows what they're working on at that time, right? Serious—taking this sort of to the Nth limit, would be to change these tenure regulations that we're talking about, right, during the year someone has to write their document.

Waldron: Exactly.

Nook: So generally speaking, these things move through in an annual event, and the Handbook is established for at least the year. And you can—I've seen institutions that have an agreement set for a two-year period. They allow of course, minor changes—things like flipping around the sequence of who gets fired—[Laughter], what they call “minor” typographical errors. Usually, you lay these down for a year, other than to make these tweaks that everybody is aware of and they really are minor language tweaks.

Waldron: Thank you.

Cobb: Since you mentioned promotion and tenure, I want to make sure everybody saw the part of Appendix A that says that once we get new standards, that people have the ability to choose between when they came in what the standards were, or the new ones. So, we don't want to pull the rug out from under faculty.

Nook: Or move the target on them.

Cobb: Or move the target.

Zeitz: Where does it say that?

Nook: In the Appendix.

Cobb: Page 52. It's actually Number Eight on that page.

Gould: I have it up on the screen for those of you who...Can you guys see the screen? [Pause]

Swan: Are we done with that topic? Because I have another topic if we're done with that. I didn't want to...

Gould: Yes.

Swan: If I could come back to the medical insurance. And I heard everything that was said about that and of course if the legislature and the governor changes things for the whole state, that's another matter so I understand that. But many colleagues have talked to me about this, and we were thinking we were going to get more information about that today. That's why I want to bring it up again. So,

in the past, we would have had the benefit of United Faculty's Master Agreement that would have set on July 1st the insurance for the next couple of years with the understood expectation. We don't have that now, and United Faculty is prohibited from even helping us in that regard, and so now it's elsewhere. Now it's in the faculty. Now it's in the administration, of course with the Board, and in whenever it is, in October, November, December—is an enrollment period, things change then, not on the academic year period. What's going to happen—so now it's May, what's going to happen in November? So the fall term our insurance is the same. Is that going to be the case in the spring term? The same options? What are the possible changes, differences, that can occur? How will the administration counter those; help us keep what we have now? That's what all the faculty who talked to me say they want the arrangement that we have now. Of course the Legislature meets again in January, and they could do any number of things. But, before that, the insurance companies can propose changes and we have to interact with them. So there are these different dates that go on, so what's going to happen in all those different periods, and (that's the most important thing that we want to hear) but how does the faculty advocate for itself? How does it go to you Mark (**Nook**) and say "This is what we need"? Do we go to Jim (**Wohlpart**)? Where do we go? Do we go to the insurance companies? What do we do? The employee organization can't do it anymore. We need to know how to do it. So those are kind of two big things.

Gorton: Jesse (**Swan**), your concern is a valid concern because none of us now—as Nancy (**Cobb**) has said, we don't know exactly what will happen. I doubt if the Governor's Office knows what's going to happen, right? I've been having

conversations with Michelle **Byers**--No one knows right now, okay? But I can say this, speaking for United Faculty, okay? As I said in an email I sent out today, we are going to be very focused, like a laser beam on what Wellmark Blue Cross-Blue Shield is bringing forward in terms of what they say—the costs, the expenses, that sort of thing. We are going to continue to be an advocate on what is the best, what are the best type of plans or programs for our faculty and our families. But right now, no one's in a position to answer that question beyond what I just said. I'm sure the administration also is eager to want to be as strong an advocate as they can. Part of I'm sure what the administration is concerned about is if the Governor's Office, which I think they might have the authority to do it, without new legislation, I'm not sure—decides to create new insurance pools, that could somehow put us in a pool of more expensive members. We might not want that, right? We just don't know so we can't...that's all I can say, but United Faculty...

Swan: But the administration is in a much bigger role now that the law has changed?

Gorton: I wouldn't say that's the case.

Nook: I don't know that that's the case. We don't know to what extent...

Swan: So no one is in charge of our health insurance right now, we're just waiting for a legislators and bureaucrats at the Governor's Office to do whatever they want to do. And what can we do about that, if that's the case?

Nook: I think that at the moment, everything is stable because we've got an insurance policy moving forward, and we don't have to worry about it until January 1.

Gorton: Right. The end of the year.

Nook: So everything's in place so we can start the discussions and have the booklets all ready and open enrollment period which is probably October 1, or something like that. I haven't been through one yet, so I'm just making guesses so you'll have to bear with me a little bit. So there are discussions going on at the Regent's Office about insurance and engaging in, and what the pools are, and how do we handle them? How are we going to do insurance? Can we find ways to lower the real insurance costs? Alright—and I don't mean the employee's costs. I mean the real insurance costs. Are there ways to do that? Increasing the size of pools is one way that can also happen. So things are kind of going on. I would expect them to be done soon enough that we can actually get some conversations going locally about what those things look like. Ultimately, with the change in legislation, I think the administration can come in and say, "Here's your insurance plan." I don't expect that to happen, unless we're told that's what's going to happen. Right? If someone above us says, "Here's your insurance plan, you can't deviate," then that's the way it's going to go. But I don't think—that's not the way I would like to have it go.

Gorton: I would just add to that, probably the more immediate changes and we haven't moved far enough into this year for Wellmark to make any projections about next year but I think it's very clear. It was clear during bargaining we'd

already agreed to it in bargaining that the Classic Blue plan was no longer going to be part of the insurance, it was just driving us too deep into a fiscal hole. We don't know, and we won't know until the end of the next insurance cycle, what that means for cost to the employer. It might reduce employer costs in some ways. I don't know. So, it's not just the legislation that's going on, it's the internal, structural arrangement of our plan and Jesse (**Swan**), the best that I can say, and there's not anyone that can say much different than this: It's not that no one's in charge, it's just right now there is a lot of informational uncertainty out there. As that information becomes more available, administration and United Faculty are going to be really, very carefully monitoring it. And I can say for United Faculty's position, we're going to be keeping the faculty informed on what's happening each step along the way. And we will make our decisions on how we respond to that in accordance as to what's best for the faculty.

Fogt: I just want to an additional point. I'm Kyle **Fogt**, Associate Provost Council. I just want to make two points. First, there is a provision in the recommended Faculty Handbook that provides for faculty consultation when there is a change to coverages of health insurance, so there is a faculty voice involved in that. But secondly, I think it's important to note that I'm not a faculty member, but I'm on the same health insurance that you are as a faculty member; and the Provost, the President are on the same health insurance. I think this is one issue in which there isn't an administration and the faculty—it's really something that we have a shared interest that we have to provide high quality health care to everyone at a low cost.

Swan: Can I just say that that sounds like, but it sounds like what I hear, that faculty need to address the Faculty Handbook Committee directly about the insurance, because that's the committee that's going to be consulted with changes, given that new page in the Handbook. Is that right in your estimation, Joe (**Gorton**)? But otherwise, it sounds like what you just said, it's the Faculty Handbook Committee that will be consulted about changes, and so they need to receive our comments.

Cobb: That's 10.6 and 10.9.

Swan: That's right, and so as I'm hearing you, and that's my interpretation, that's what I can tell colleagues: Of course, continue to talk with United Faculty—they have a long history of doing this, and knowing the background, and they're going to communicate with administration and the Handbook Committee, but also communicate directly with the Handbook Committee, about this and that's the primary mechanism to deal with health insurance changes. Okay. Good. That's good.

Pike: My question was, is there not additional uncertainty brought into the potential for changes at the federal level in terms of required benefits, ability to charge premiums, differential premiums. There's a lot that's unsettled right now both at the state and federal level.

Nook: And that's not any different than it's been for the last decade. I mean in reality, except we could bargain the contract over a two-year period instead of having the opportunity that this could happen once every year, right? As we moved through Obamacare there was a huge amount of uncertainty around what

that might mean for us as well. None of those things have changed, and all these things are always in flux.

Gould: Any other questions or comments? President **Nook**, do you have any comments on the Handbook you'd like to share with everybody? I know I put you on the spot.

Nook: No. That's fine. First of all, I want to thank the committee both the faculty and the administrators that were working on this. This is a heavy lift even if you think about it the simplistic terms that, jeez, what we mostly did is roll the contract language into a handbook. There are still a lot of things that need to be thought through as you do that, and the committee had a very short period of time. Joe (**Gorton**) and Becky (**Hawbaker**) and I, and I think Carissa **Froyum** was there. We had a meeting early on when the Chapter 20 language kind of first came out, and I don't think I was even officially the president at that point. I think this happened in January, and we had a conversation and we kind of said, "If the contract goes away (and at that time, the whole thing could have gone away)—what are we going to do? I said, "You know, I've been on some campuses with different things, and when you don't have a union, you have a handbook." And I said the beta version of that. It's probably the alpha version, but nobody talks about the alpha version, because you just roll that contract language, and you pull Master Agreement off it, and you stamp on "Handbook" and it looks a lot the same and then you have to go in pull grievance out and throw in appeal, or vice-versa, and do some of these little tweaks so it doesn't look like you negotiated the thing. That's a lot of what was done, but there was an awful lot of other work that had to go into fixing up some of those things, and then taking on some of things

that needed to happen in the contract for this year, and get those into the Handbook. So I really appreciate the work, and the time and effort that went into getting us to this place. I do want to address sort of the comment about this being a living, breathing, document: It's really not any different than a contract in some regards, because that's a living, breathing, document. We knew the cycle for redoing that document. It had a very well-known, two-year cycle. It probably had a continuation clause in case we didn't get it done. It just kept rolling forever in those cases. But, there was a way to handle it. We are changing our culture, a little here. Right? We're changing our way of operating, and it will take us a little while to adjust to that and to figure out how the Handbook works; How it needs to be different than a contract in some cases, and what some of the disadvantages of that are, and what some of the advantages of that are, and how to live in that environment while we still have what is now a one-page CVA, right? It's all on just salaries. As we get used to handling the two documents, it'll take us a little while, and it's going to be really important that we have discussions, and I think that a lot of them happen here at Senate, and other faculty bodies, right? We can't just say, "Oh, the contract is United Faculty." We've got people to take care of that and communicate it out. Some of these things now overlap in some interesting ways, and we need to have a good discussion across the campus and as many people involved in that, especially as we make a change in that Handbook, right? We need to have it to come out. We need to have people understand it. We need to know its impacts. And I think as these things are proposed in particular, we're going to need to know how different departments and colleges are impacted by that, because as you've seen as we're talking about student evaluations, and how they're handled, and the evaluation of faculty for

tenure and promotion, those things are handled at a departmental level, and the college level, and there's some different interpretations. It's pretty easy to write language into that Handbook that all of a sudden shunts out, what has been the culture on one department, and makes it almost impossible for them to figure out what's going on. So these conversations, these communications become more important, not less, especially in this time of transitioning and everybody's getting used to it. Again, thank you to the people who really worked on it, and thank all of you for showing up and sharing your thoughts, your ideas and helping us take the next set of steps to getting there, so that we can function in this new Handbook environment. It will just take us a little time.

Hawbaker: I just want to thank you for President **Nook**. I think that we were very lucky that the right person was in that position when the worst had to happen. I want to thank you for honoring your word that day, that you would be rolling over as much as we could from the Master Contract, and I know that I'm guessing—I'm sure that there were people or politicians who told you, "Hey, we killed the Master Agreement. Now pull out a piece of paper and write your own agreement." I appreciate that that was not the path you chose.

Nook: Thank you.

[Applause]

Gould: On that note...

Gorton: Cash bar.

Gould: Cash bar across the hall. I want to thank everybody for a great year. I wouldn't have made it through this year without Faculty Chair **Kidd** and Vice Chair **Walter**. It's been a very interesting learning experience, and I'm glad I did it. But the next Senate meeting will be chaired by Vice-Chair **Walter**.

[Applause]

Walter: A round of applause for Gretchen (**Gould**).

[Applause]

Gorton: We've gone through this; we've gone through a Presidential Search, Gretchen, you've been an amazing partner in these changes—just fantastic. Talk about the right person to be in the right place at the right time. We all have a real debt of gratitude.

Gould: Thank you so much, Joe (**Gorton**).

[Applause]

Gould: And on that note, I will move to adjourn.

Respectfully Submitted,

Kathy Sundstedt
Administrative Assistant/Transcriptionist
UNI Faculty Senate

Executive Summary of 4/28/17 Draft Faculty Handbook

Introduction

- Forms standing Faculty Handbook Committee to work with Provost to review and update Faculty Handbook at least annually
- Defines “Faculty Leadership” as UF President, Faculty Senate Chair, and Chair of the Faculty
- Addresses interplay between Faculty Handbook and University policy

Chapter 1: Faculty Governance

- New provision that defines role of different faculty governance agencies (i.e., Faculty Senate, United Faculty, Chair of Faculty)

Chapter 2: Faculty Appointments

- Adopts Appendices B.I, C and D of Master Agreement re: appointments with minor changes
- Updated non-discrimination provision with additional classes protected by law
- Clarified that there can be one-year term appointments
- Faculty Leadership authorized to grant exceptions to limits on renewable term/clinical faculty

Chapter 3: Faculty Evaluation

- Adopts Article 3 and Appendix B.II of Master Agreement with minor changes
- Provides that Faculty Leadership may request formation of student assessment committee
- Updated Subdivision 3.25 to provide that additional student assessments may be conducted if requested by the department head (following consultation with the faculty member) only if there are documented concerns regarding the faculty member’s teaching
- Removed language that had been contained in Appendix B.II of Master Agreement addressing ability for former Price Lab faculty to obtain tenure (no longer necessary)

Chapter 4: Workload

- Adopts Appendix E of Master Agreement with minor changes
- Documentation of departmental non-standard teaching load equivalencies will be distributed to Faculty Leadership

Chapter 5: Personnel Files

- Adopts Article 4 of Master Agreement with minor changes

Chapter 6: Staff Reduction

- Adopts Article 5 of Master Agreement with minor changes
- Clarifies that probationary faculty cannot be laid off as long as renewable term/clinical faculty are employed in the program area (in addition to temporary and term faculty) [Subdivision 6.32]

Chapter 7: Summer Employment

- Adopts Article 6 of Master Agreement with one substantive change
- Provides additional time for administration to make summer appointments [Section 7.2]

Chapter 8: Leaves

- Adopts Article 7 of Master Agreement with some substantive changes
- Revised provision about summer research fellowships
- Deletes provision from MA re terminal degree leave for tenured faculty
- Revised provision on faculty travel
- Release time provided to Faculty Leadership

Chapter 9: Salaries

- Refers to offer letter and collective bargaining agreement re salaries
- Keeps 8.2 of Master Agreement re promotion amounts
- Keeps 8.6 of Master Agreement re salary payments

Chapter 10: Insurance (Article 9 of Master Agreement)

- Adopts Article 9 of Master Agreement with some changes
- Updated description of benefits [Section 10.0]
- Revised health insurance provision to remove detail about contribution amounts and to eliminate indemnity plan (CMM/Classic Blue) [Section 9.3]
- Revised dental insurance provision to remove detail about contribution amounts and to eliminate Dental Plan 1 (which was tied to the indemnity health plan) [Section 9.4]
- Before making any changes in coverage, University must consult with Faculty Handbook Committee, who shall notify Faculty Senate [Section 9.9]

Chapter 11: Faculty Petitions

- Intended to replace Article 10 of Master Agreement by providing an informal mechanism to address disputes relating to the interpretation/implementation of the Faculty Handbook or any formally adopted policy/procedures, subject to certain exceptions
- Establishes Faculty Petition Committee (two administrators plus Chair of Faculty and a designee of UF) to attempt to resolve disputes
- If concern is not resolved, decision made by Provost, which can be appealed to arbitrator (who makes recommendation to president)

Chapter 12: Grievance/Appeal Procedures

- Adopts Article 11 of Master Agreement (Appeals) with some changes
- Adds involuntary transfer of probationary/tenured faculty to decisions subject to appeal process
- Clarifies that disputes can be taken to arbitration without UF's support (but faculty member must split the cost of arbitration with the University)

Chapter 13: Health and Safety

- Adopts Article 13 of Master Agreement

Chapter 14: Transfer

- Adopts Article 14 of Master Agreement with minor change (transfer now covered by Ch. 12)