

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA**

**And The**

**UNIVERSITY OF NEBRASKA  
AT OMAHA CHAPTER  
AMERICAN ASSOCIATION OF  
UNIVERSITY  
PROFESSORS**

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**For the Period  
July 1, 2015 through June 30, 2017**

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and the

UNIVERSITY OF NEBRASKA AT OMAHA CHAPTER  
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

This AGREEMENT entered into this 30th day of January 2015 by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA and THE UNIVERSITY OF NEBRASKA and the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, UNIVERSITY OF NEBRASKA AT OMAHA CHAPTER

WITNESSETH:

Maria Arbelaez, Ph.D.  
President  
University of Nebraska at Omaha Chapter  
American Association of University Professors

WITNESSETH:

Robert A. Phares  
Chair  
Board of Regents  
University of Nebraska

WITNESSETH:

Carmen K. Maurer  
Corporation Secretary  
Board of Regents  
University of Nebraska

TABLE OF CONTENTS

PREAMBLE .....1

ARTICLE 1: DEFINITION OF TERMS.....2

ARTICLE 2: RECOGNITION AND DESCRIPTION OF THE BARGAINING UNIT .....4

    2.1 Recognition and Description .....4

    2.2 Exclusions From the Bargaining Unit .....5

    2.3 Bargaining Unit Alteration .....5

ARTICLE 3: TERMS AND CONDITIONS OF EMPLOYMENT .....6

    3.1 Academic Work Environment, Services, Facilities and Workload .....6

    3.2 Academic Freedom and Professional Responsibility .....9

    3.3 Appointments.....9

    3.4 Evaluation of Performance .....12

    3.5 Reappointment, Promotion, and Granting of Continuous Appointment .....12

    3.6 Termination of a Primary Appointment; Definition .....14

    3.7 Non-Discrimination .....19

    3.8 Personnel Files.....20

    3.9 Leaves .....21

    3.10 Intellectual Property.....29

ARTICLE 4: SALARY AND FRINGE BENEFITS .....30

    4.1 Salary Increases, 2015-2016 .....30

    4.2 Salary Increases, 2016-2017 .....31

    4.3 Supplementary Payments/Increases.....33

    4.4 Fringe Benefits.....34

ARTICLE 5: CONTRACT MANAGEMENT/RELATED PROVISIONS.....	39
5.1 Ratification and Renegotiation .....	39
5.2 Meet and Confer .....	39
5.3 Printing of the Agreement.....	39
5.4 Minimum Terms .....	39
5.5 Interest Succession.....	39
5.6 UNO AAUP Operations .....	39
5.7 Grievance Procedures .....	43
5.8 Separability .....	46
5.9 Management Rights .....	46
5.10 No Strike, No Lockout.....	46
5.11 No Waiver.....	46
Attachment A.....	47
Issue Resolution and Complaint Procedures for Prohibited Discrimination	
Attachment B .....	51
University of Nebraska Parental Leave Policies	
Attachment C .....	54
University of Nebraska Intellectual Property Policy	
Appendix I, Step 1 Grievance Form .....	65
Appendix II, Step 2 Grievance Form.....	66
Appendix III, Step 3 Grievance Form .....	67
Appendix IV, Faculty Request for Family/Medical Leave Form .....	68

## PREAMBLE

The variety and complexity of the various missions of the University of Nebraska at Omaha (hereinafter referred to as the "University") produce an interdependence among the Board of Regents, administrators, faculty, students, and staff in academic matters. This academic community and its members are committed to promoting the quality and effectiveness of all programs at the University, as well as maintaining high standards of excellence in all phases of instruction, research, and service.

It is recognized by all parties that academic matters are appropriately addressed through a strong system of shared governance which includes consultation with faculty when consideration is given to the (a) role and mission of the University, (b) academic goals and objectives, and (c) general policies designed to facilitate the achievement of the academic goals and objectives. Shared governance also requires departments and colleges to have involvement in the (a) recruitment, selection, and retention of faculty and administrators; (b) development of high-quality programs and courses; and (c) other matters affecting the achievement of the academic goals and objectives.

The Board of Regents of the University of Nebraska (hereinafter referred to as the "Board") and the University of Nebraska at Omaha Chapter of the American Association of University Professors (hereinafter referred to as the "UNO AAUP") jointly support the continued maintenance of shared governance at the University of Nebraska at Omaha, including the continuation of an independent Faculty Senate, with its own constitution and rules of procedure and composed of freely-elected representatives from the several faculties.

In jointly supporting the continued maintenance of shared governance as described herein, the Parties recognize that the term "faculty" is not limited specifically to the Bargaining Unit as defined in Article 1, or to the UNO AAUP as the certified bargaining agent thereof. Rather, such reference is to the general faculty of the University, and the Faculty Senate, which is the faculty-governing agency.

The Board and the UNO AAUP agree that the principles set forth in this Preamble should guide the interpretation of their continuing relationship. No grievance under this Agreement shall be based on this Preamble.

## ARTICLE 1

### DEFINITION OF TERMS

Academic Year: That nine (9)-month period beginning seven (7) days before the first day of classes for the Fall Term.

Administration (Administrator): The Chancellor of the University of Nebraska at Omaha, or person(s) exercising authority delegated by the Chancellor.

Auxiliary Appointment: An appointment held by a Unit Member which is other than a Primary Appointment.

Bargaining Unit (Unit): Collectively, the persons meeting the conditions of the "Recognition and Description of the Bargaining Unit" Article of this Agreement.

Board of Regents (Board): The governing body of the University of Nebraska, or any administrative official of the University to whom the Board has delegated authority to act in its behalf.

Chairperson: A Unit Member charged with the coordination of the activities of a department or school of the University of Nebraska at Omaha.

Chancellor: The chief executive officer of the University of Nebraska at Omaha who is also a Vice-President of the University and who reports through the President of the University to the Board of Regents.

College: An administrative unit of the University of Nebraska at Omaha supervised by a Dean including the Dean of University Library.

Dean: The officer primarily charged with the administration of the College; includes the Director of University Library.

Department: An academic administrative unit within a College, including Centers, Programs, and Schools whose chairperson, director or coordinator reports directly to a Dean.

Dependents: Persons who are dependents under the Internal Revenue Code and regulations promulgated thereunder.

Fiscal Year (Full Year): A twelve-month period; the fiscal year of the University of Nebraska at Omaha, namely July 1 through the ensuing June 30.

Primary Appointment: A Special Appointment, Appointment for a Specific Term, or a Continuous Appointment when held by a member of the Bargaining Unit.

Program: An identifiable degree objective (major or specialization) cited in the official undergraduate and graduate catalogs of the University of Nebraska at Omaha.

Reappointment: Renewal of a Unit Member's Specific Term or Special Appointment.

Unit Member (Member): A Person meeting the conditions of the Recognition and Description of the Bargaining Unit Article of this Agreement.

University (UNO): Refers to that major administrative unit of the University of Nebraska which is described by Nebraska Revised Statutes Section 85-102.01 (Reissue 1981) as the University of Nebraska

at Omaha; and, where used in this Agreement, the term "University" shall mean the University of Nebraska at Omaha.

University of Nebraska at Omaha Chapter, American Association of University Professors (UNO AAUP): The certified collective bargaining agent for the Bargaining Unit provided for in the Recognition and Description of the Bargaining Unit Article of this Agreement.

University-wide Fringe Benefit Program: The group of benefit plans, administered by the University of Nebraska Central Administration, which is available to eligible employees on all campuses of the University of Nebraska System, including the University of Nebraska at Omaha.

Senior Vice Chancellor for Academic and Student Affairs (SVCASA or Senior Vice Chancellor): The executive officer for the Chancellor in all academic matters throughout the University of Nebraska at Omaha.

## ARTICLE 2

### RECOGNITION AND DESCRIPTION OF THE BARGAINING UNIT

#### 2.1 RECOGNITION AND DESCRIPTION

The Board recognizes the UNO AAUP as the exclusive agent for the purpose of negotiating with the Board concerning salaries, fringe benefits, and terms and conditions of employment, to the extent required by law, for personnel meeting the following general description:

All full time (1.0 FTE) Academic-Administrative personnel of the University of Nebraska at Omaha whose Primary Appointment is in one or more of those academic units (now referred to as Colleges, including the University Library) reporting to the office of the Senior Vice Chancellor for Academic and Student Affairs; and whose appointment has been approved by the Board. New Academic Administrative appointees fitting the above description shall be added to the Bargaining Unit, including personnel in any newly created academic unit(s) who share a community of interest with the Bargaining Unit. The Bargaining Unit shall include those job titles now in common usage among academic units at UNO; namely, Assistant Instructor, Lecturer, Instructor, Assistant Professor, Associate Professor, Professor, Research Fellow, Senior Research Associate, Research Associate, Community Service Associate, Coordinator, Counselor, Librarian (all specialties), including all academic personnel holding Auxiliary Appointments as defined in this Agreement.

Unit Members holding Special Appointments which expire at the end of an academic year and who are reappointed for the succeeding academic year will be deemed to be continuing Unit Members represented by the UNO AAUP.

The Bargaining Unit shall also include the University Division counselors who hold faculty rank.

Unit Members on continuous appointment who reduce their workload through a University-sponsored partial or phased retirement program will be deemed to be continuing Unit Members represented by the UNO AAUP, and as a result, shall be covered by the terms of this Agreement. Said coverage shall be proportional to the Unit Member's FTE in the case of salary increases, benefit contributions (unless otherwise dictated by the terms of the partial or phased retirement agreement) and other contract provisions which may be proportionalized. In the case of contract provisions which may not be proportionalized, the Faculty Member will be considered a Unit Member. Nothing herein shall extend to the Unit Member any rights or privileges not otherwise provided under the terms of the Agreement.



2.2

EXCLUSIONS FROM THE BARGAINING UNIT

The Bargaining Unit shall exclude Deans, Acting or Interim Deans, Associate Deans, Assistant Deans, the Senior Vice Chancellors, Associate and Assistant Vice Chancellors, the Chancellor, any person with a Primary or Auxiliary Appointment for salary reporting to the Director of Intercollegiate Athletics, and any persons whose Primary Appointment is one of the following:

- Director.....Honors Program
- Director.....Institutional Research

Full time (1.0 FTE) Unit Members holding Special Appointments will be separated from the Bargaining Unit whenever their appointments become less than 1.0 FTE. If granted full-time reappointment, their hire dates and rank dates will change with each new full-time (1.0 FTE) appointment.

2.3

BARGAINING UNIT ALTERATION

The Board shall not alter the Bargaining Unit by a change in job title when there has been no substantive change in the nature of the duties and responsibilities assigned to Unit Members performing the job. If the Board proposes to change any existing job title or description, or to create new job titles covering work now being performed by the members of the Bargaining Unit, the Administration shall notify the UNO AAUP of such proposed action and meet upon request to discuss the impact of the proposed changes on the composition of the Unit. If the Board proposes to change or reorganize any academic unit at UNO in any manner which would alter the Bargaining Unit as described in Section 2.1, the Board will notify the UNO AAUP of the proposal and will meet upon request with the UNO AAUP to discuss the impact of the proposed action on the composition of the Unit.

With respect to Section 2.3, notwithstanding anything herein to the contrary, neither party waives the right of recourse to the Commission of Industrial Relations.

## ARTICLE 3

### TERMS AND CONDITIONS OF EMPLOYMENT

#### 3.1 ACADEMIC WORK ENVIRONMENT, SERVICES, FACILITIES, AND WORKLOAD

##### 3.1.1 Work Environment:

The Board shall provide, for each Unit Member, the following facilities for use in fulfilling his/her assigned duties and responsibilities.

##### 3.1.1.1 Offices, Office Facilities, and Office Furnishings:

- a. Office space
- b. Access to a telephone with both local and long-distance capability
- c. Access to a microcomputer sufficient to handle normally required University System functions (e.g., Lotus Notes), with a printer, and/or computer terminal with a printer.
- d. An office desk and an office desk chair
- e. Wastebasket
- f. File cabinet (at least 4-drawers)
- g. A bookcase

##### 3.1.1.2 Indoor Air Quality

The ventilation system in buildings occupied by Unit Members shall be well functioning as defined by recognized engineering standards and federal, state, and local codes. The provisions of this section shall not be grievable under the terms of this Agreement.

##### 3.1.2 General Support Services and Facilities:

##### 3.1.2.1 Library Facilities:

Unit Members shall be entitled to the use of all University of Nebraska libraries, document delivery, and electronic access to databases in accordance with the policies and procedures of each library.

##### 3.1.2.2 Postal Service:

Unit Members shall be entitled to U.S. Mail service, including postage, for use when the Unit Member is conducting business in the course of fulfilling his/her University assigned duties and responsibilities.

##### 3.1.2.3 Parking:

The Board shall continue to make available to Unit Members unreserved vehicle parking privileges on the same basis as for all other full-time University employees.

##### 3.1.2.4 Travel:

- a. Unit Members are encouraged to and may, with the appropriate administrative approval, attend professional meetings, workshops, seminars, or other scholarly and professional activities. Subject to the availability of funds and prior administrative approval, all or part of the Unit Member's expenses incurred in connection with attendance at approved meetings may be reimbursed in accordance with applicable provisions of state law or regulation and Board policy.
- b. Unit Members shall be reimbursed at the then-current rate for state travel reimbursement for travel required by regularly assigned teaching or committee meetings at any facility except the campus of primary assignment. Mileage shall be calculated from the campus of primary assignment to the classroom or committee facility.
- c. Unit Members assigned to transport or entertain visiting speakers, job candidates, scholars, or performers shall be reimbursed at the then-current state reimbursement rate for travel and other authorized expenses. Reimbursement shall be in accordance with applicable provisions of state law or regulation and Board policy.

### 3.1.3

#### Workloads and Professional Obligations of Unit Members:

All Unit Members shall be assigned, after appropriate consultation, duties and responsibilities which may consist of one or more of the following activities: instruction, research and creative activity, directing and supervising research, service, departmental coordination, and other assignments as may be deemed reasonable in each instance by the Departmental Chairperson and Dean concerned, within standards approved by the Senior Vice Chancellor. "Appropriate Consultation" as referred to in this paragraph or elsewhere in the agreement, unless specifically noted otherwise, shall not be construed to require agreement by the Unit Member. Consultation, as referred to in this section shall mean (1) providing the Unit Member an opportunity to indicate his/her preferences regarding the assignment, (2) informing the Unit Member in a timely manner of the approved assignment, and (3) permitting the Unit Member to respond.

### 3.1.3.1

#### Scheduled Workload for Unit Members in Departments with an Instructional Mission:

- a. Unit Members holding academic-year appointments and working full time in an instructional department shall be assigned twelve plus or minus one workload hours per semester (twenty-four plus or minus two workload hours per academic year). Unit Members holding twelve-month appointments and working full time, in addition to the workload assignment applicable to the academic year, shall be responsible for six plus or minus one workload hours, which ordinarily will be rendered during the summer session. (The University Library, Center for Public Affairs Research, and University Division are not classified as instructional units. See Section 3.1.3.4 below). Unit Members without instructional assignments (e.g. Research Associates and Community Service Associates) need not file workload reports.
- b. Workload hours equivalencies for instructional, research, service and coordination responsibilities established pursuant to Section 3.1.3.1 of the 1983-85 Agreement, shall be contained in the Faculty Workload Assignment Policy (as revised in August 1991), which shall be utilized in making assignments.

3.1.3.2 Workload Determination for Unit Members in Departments with an Instructional Mission:

The Chairperson shall consult with Unit Members individually, or by means of an elected advisory committee, in proposing specific workloads. In all cases, assignment must be consistent with the equivalencies established according to Section 3.1.3.1 herein. Following approval by the Dean of the College, individual Unit Members and the Senior Vice Chancellor shall be notified of the approved assignments. Notification of approved assignments shall be by means of a standard form developed and distributed by the Senior Vice Chancellor.

3.1.3.3 Office Hours and Student Advisement:

Unit Members in departments with an instructional mission will maintain scheduled office hours each semester and will post the hours they will be available for discussion of assignments and examinations, advisement, and related matters. Each Unit Member will be available at frequent, regular, and scheduled times (other than class times) for student consultation.

3.1.3.4 Workload for Unit Members in the University Library, Center for Public Affairs Research, and University Division:

Unit Members in the University Library, Center for Public Affairs Research, and University Division will fulfill a workweek of forty (40) scheduled hours, of which thirty-five (35) hours will be required at assigned work locations. The Chairperson (Coordinator in the case of University Division) shall consult with the Unit Members individually, or where applicable by means of an elected advisory committee, in proposing specific workload assignments.

3.1.3.5 Specific Duties and Responsibilities Related to Sponsored Projects:

Unit Members may be assigned specific duties and responsibilities associated with the fulfillment of the conditions of a contract or grant involving an agency external to UNO. The specific assignment for sponsored-project duties will be made by the Dean and will be consistent with the terms of the contract or grant. No Unit Member is authorized to commit unilaterally any University personnel or resources to any sponsored project.

3.1.3.6 Credit Exchange Option:

Unit Members may be assigned a workload greater than twelve (12) workload hours per semester for the purpose of exercising a Credit Exchange Option. The Credit Exchange Option shall consist of the accumulation of excess workload credit to be exchanged for an equal reduction in workload at a later date. The exercise of this option must conform to the following conditions:

- a. The accumulation of credit under this option shall be limited to the teaching of mini-courses (one or two credit hour lecture courses) and team-taught courses involving different departments.
- b. The exercise of this option and the workload credit to be considered for its exercise shall be agreed upon in advance of the accumulation of any excess credit. Such agreement shall be in writing and approved by the Unit Member, the department chairperson, and the appropriate dean.

- c. Unit Members may accumulate excess workload credit only during semesters in which their workload assignments include no more than three (3) workload hours of research and/or service.
- d. No more than three (3) workload hours of excess credit may be accumulated in any academic year.
- e. The credit exchange must occur within six (6) semesters of the initiation of the agreement cited in (b).
- f. No more than three (3) workload hours of excess credit may be exchanged in a single semester.
- g. The exchange of excess workload credit may not be combined with voluntary partial appointments.
- h. Separation of the Unit Member from the Unit for any reason shall constitute forfeiture of accumulated workload credit.

### 3.2 ACADEMIC FREEDOM AND PROFESSIONAL RESPONSIBILITY

The Board and the UNO AAUP recognize and accept the principles of both academic freedom and academic responsibility as established in Sections 4.1 and 4.2 of the "Bylaws of the Board of Regents of the University of Nebraska" as amended.

### 3.3 APPOINTMENTS

All appointments of Unit Members shall be of two types: (1) Primary Appointments or (2) Auxiliary Appointments. Each Unit Member shall hold one (1) Primary Appointment and may, in addition, hold one or more Auxiliary Appointments.

#### 3.3.1 Primary Appointment Conditions:

Primary Appointments shall be of three types: (1) Special Appointments, (2) Appointments for a Specific Term, and (3) Continuous Appointments. The Primary Appointment of each Unit Member, prior to becoming effective, shall be authorized and approved by the Board or its designee. Each such Primary Appointment shall be recorded in a Personnel Action Form (PAF) or similar form or record which shall specify, when appropriate and among other specified items, the month, day, and year the Primary Appointment shall expire. Unit Members shall have access to such record as provided in Section 3.8.1 of this Agreement. Primary Appointments shall be subject to termination for cause at any time, subject to the conditions and procedures set forth in Section 3.6 below.

#### 3.3.1.1 Special Appointments:

Special Appointments shall be made in the case of (1) temporary appointments; (2) appointments beyond retirement; (3) appointments to the job titles of Assistant Instructor, Lecturer, Senior Research Fellow, Senior Research Associate, Research Associate, Research Assistant, Senior Community Service Fellow, Senior Community Service Associate, Director of the Center for Public Affairs Research, Counselor, Advisor, and Director of International Programs; (4) appointments to job titles preceded by the designation "visiting"; and (5) appointments supported by funds other than the state-aided program budget. A Special Appointment will automatically expire in

accordance with the time stated in the appointment to the position or in the written contract. If no time is stated in the appointment to the position or in the written contract, and the Unit Member has held the appointment for fewer than six (6) consecutive years, the appointment may be terminated by either party giving the other at least ninety (90) days written notice of the date of termination.

For those Unit Members who have held the appointment for six (6) consecutive years or more, the University shall give the Unit Member at least twelve (12) months written notice of termination. For purposes of consideration for tenure, a Unit Member's service while holding a Special Appointment shall be considered to be full-time service only to the extent agreed to in writing by the Board or its designee and the Unit Member in advance of the effective starting date of the Special Appointment.

#### 3.3.1.2 Appointments for A Specific Term:

- a. Appointments for a Specific Term are commonly referred to as "tenure track" appointments. Appointments for a Specific Term shall be on the basis of either academic year or fiscal year, shall be for a term not to exceed three (3) years, and shall carry no presumption of renewal. If the administration decides not to reappoint the Unit Member holding an Appointment for a Specific Term, then written notice of nonrenewal shall be given to the Unit Member as follows: (1) a Unit Member whose first year on an Appointment for a Specific Term is in progress shall be notified of a decision of no renewal on or before the ninetieth (90th) day prior to the expiration date of his/her current appointment or (2) a Unit Member whose second or subsequent consecutive year on an Appointment for a Specific Term is in progress shall be notified of a decision of no renewal at least twelve (12) months prior to the expiration date of the appointment. Notice shall be considered to have been given when sent by U.S. mail by certified or registered letter, properly addressed, postage prepaid, and return receipt requested. When an Appointment for a Specific Term is extended for failure to provide notice in accordance with the foregoing procedures, such extension shall be at least for a period of time to allow full notice of no renewal which must be given in accordance with the notice procedures for nonrenewal of appointment for a Unit Member on an Appointment for a Specific Term.
- b. When a Unit Member has been notified, in accordance with the provisions of this Agreement, that his/her appointment will not be renewed, the Unit Member shall have the right to request a reconsideration or file a grievance as provided under Section 4.8 of the Bylaws of the Board of Regents of the University of Nebraska as amended; however, the substantive decision of the Administration not to renew the appointment shall constitute the final administrative judgment in the case and shall not give rise to a grievance under the terms of this Agreement, except that, a grievance may be pursued based on the allegation that the procedures outlined herein were not followed and that such failure may have affected the substantive decision of the Administration.

#### 3.3.1.3 Continuous Appointments:

- a. A Continuous Appointment (tenure) shall apply only to a Primary Appointment. Once granted by the Board, a Continuous Appointment shall be automatically renewed from year to year thereafter unless the Unit Member is terminated for adequate cause; as a consequence of discontinuance of a program or department or financial exigency; or due to voluntary separation, retirement, disability, or death.

- b. The total period of full-time service on an Appointment for a Specific Term prior to the acquisition of a Continuous Appointment shall not exceed seven years, including all previous tenure-related full-time service with the rank of instructor or higher in all accredited institutions of higher education, unless a contrary agreement is specified in writing at the time the Unit Member is initially appointed to an Appointment for a Specific Term. For Unit Members with three or more years of previous tenure-related full-time service with the rank of instructor or higher at accredited institutions of higher education, such agreement will not normally extend the period of service on a faculty appointment for a Specific Term beyond four years before a Continuous Appointment is acquired, and in no case shall such agreement extend the period of service on an Appointment for a Specific Term at UNO beyond seven years before a Continuous Appointment is granted. Time spent on a Faculty Development Fellowship shall be included in the period of service. A Continuous Appointment may be granted earlier, but not later, than the times specified above. A Unit Member on an Appointment for a Specific Term who is not granted a Continuous Appointment in accordance with the time limits above, shall be given a notice of nonreappointment in accord with Section 3.3.1.2. For the purposes of this section, definitions of "tenure-related service" established by the separate colleges as of the date of the signing of this Agreement remain in effect during the life of this agreement.

### 3.3.2 Auxiliary Appointments:

The following terms and conditions shall apply to Auxiliary Appointments:

- (1) The Unit Member shall receive written notification of the Auxiliary Appointment.
- (2) An Auxiliary Appointment shall carry no presumption of its continuation beyond any notification period hereinafter indicated.
- (3) The Board may terminate an Auxiliary Appointment, provided that the Board shall notify the affected Unit Member in writing of its decision to so terminate at least ninety (90) days prior to the proposed date for termination of the Appointment.
- (4) A Unit Member may resign an Auxiliary Appointment upon delivery to the Board or its designee of notice in writing of his/her intent to resign at least ninety (90) days prior to the effective date of such resignation.
- (5) The UNO AAUP shall receive written notice at the time major Auxiliary Appointments, such as Department Chairperson, are made and when these Auxiliary Appointments are altered.

#### 3.3.2.1 Chairpersons:

Unit Members may be given Auxiliary Appointments as Department Chairpersons. As provided in 3.3.2(3), such appointments may be terminated by the Board or the Unit Member with at least ninety (90) days written notice.

- (1) Selection and Appointment: Department Chairpersons shall be appointed by the Board upon recommendation of the Dean of the college, after appropriate consultation with the Unit Members of the Department, and with concurrence by the Chancellor and the President. Appropriate consultation will include the

following provisions: (a) Unit Members will have an opportunity to express, in a timely manner, opinions regarding the conduct of the search and the credentials of the candidates; (b) Unit Members will be afforded the opportunity to express their views on the selection of the finalists; (c) Unit Members will have an opportunity to meet with the candidates who are invited to the campus; (d) and in order to accommodate the above activities, searches for chairpersons will be conducted, if feasible, during the academic year.

- (2) Appraisal and Review: Each college, after appropriate consultation with its constituent departments, shall establish criteria for evaluation of Chairpersons. The Dean of a college shall prepare and conduct an annual review of Chairpersons within that college. Evaluations of the Chairperson shall be solicited by the Dean from all Unit Members in each department. During the third year of appointment in the post and each third year thereafter each Chairperson shall be comprehensively evaluated for continuation by the cognizant Dean. The Dean shall ascertain whether the Chairperson continues to be acceptable to a majority of the Unit Members in the department. The Dean shall report the results of the comprehensive evaluation of the Chairperson to the department and shall consult with departmental Unit Members, as appropriate, concerning the continuation of the Chairperson in that position.

#### 3.4 EVALUATION OF PERFORMANCE

Each administrative unit and subdivision thereof shall establish procedures for gathering relevant information from all sources, including student evaluations and peer judgments, as part of an annual review of Unit Member performance in relation to the standards established under Section 3.5.1. The individual Unit Member shall have the opportunity to submit materials deemed relevant as part of the review dossier. When appropriate, the judgment of others in the Unit Member's specialized field of competence may be included. A Unit Member shall have access to all material submitted for an evaluation and the opportunity to respond in writing. The results of the review shall be communicated to the Unit Member. Evaluations and records of performance in the annual reviews shall be considered in determining salary increases, reappointment, promotion in rank, and award of Continuous Appointment.

#### 3.5 REAPPOINTMENT, PROMOTION, AND GRANTING OF CONTINUOUS APPOINTMENT

##### 3.5.1 Guidelines for Reappointment, Promotion, and Continuous Appointment:

University-wide, college, and departmental guidelines for reappointment, promotion, and awarding of Continuous Appointment which have been approved through established procedures shall remain in effect unless modified through those same procedures. Every administrative unit or subdivision thereof is responsible for drafting such guidelines, which shall be reviewed and, if necessary, revised by the Unit Members of the administrative unit or subdivision every two years, in the semester following the ratification of the renegotiated Collective Bargaining Agreement. At a minimum, such guidelines will address which members of the unit or subdivision make a recommendation to the chairperson for decisions on reappointment, promotion and Continuous Appointment. Any change to such guidelines must be approved by a vote of the Unit Members of the administrative unit or subdivision and submitted to the Dean of the appropriate college and to the Senior Vice Chancellor for Academic and Student Affairs for their review and approval. Departmental guidelines may be implemented only after the appropriate Dean and the Senior Vice Chancellor have concurred that the departmental guidelines comply with College and University standards and criteria,



respectively, and have approved the guidelines as doing so. In all cases, departmental guidelines in effect as of August 31 each year shall remain in effect throughout the personnel cycle for that academic year. A copy of applicable guidelines shall be provided to each new Unit Member upon appointment or upon becoming a Unit Member.

### 3.5.2

#### Procedures for Promotion and Granting Continuous Appointment:

When a Unit Member is being considered for promotion or Continuous Appointment, the following procedures shall apply:

- (1) The responsible academic officer shall distribute to the Unit Member a written copy of the standards, criteria, and procedures to be followed in considering a Unit Member for promotion or award of Continuous Appointment.
- (2) Deans will provide, in a timely manner, a list of deadlines for chairs/directors, department/school committees and college committees.
- (3) Each department/school committee (except in the case of the Library, which has only a college committee) shall receive the materials pertinent to the Unit Member under consideration at least twenty (20) calendar days in advance of the committee's deadline for rendering advice and shall render its advice in writing no later than its deadline.
- (4) Each department chair/school director shall receive the materials pertinent to the Unit Member under consideration at least twenty (20) calendar days in advance of his/her deadline for rendering advice and shall render his/her advice in writing no later than his/her deadline.
- (5) Each college committee shall receive the materials pertinent to the Unit Member under consideration at least thirty-five (35) calendar days in advance of the committee's deadline for rendering advice and shall render its advice in writing no later than its deadline.
- (6) Each dean shall receive the materials pertinent to the Unit Member under consideration at least twenty-five (25) calendar days in advance of the dean's deadline for rendering advice and shall render his/her advice to the Senior Vice Chancellor for Academic and Student Affairs in writing (accompanied by the written advice of the department and/or college committee) no later than his/her deadline.
- (7) The Unit Member under consideration shall have the right to review and respond in writing to all materials used in the course of his/her review prior to the time this evaluation is forwarded to the next level of the review process. This includes any evaluation that is written by a departmental advisory committee, the chairperson, a dean's advisory committee or the dean. It is also understood that the Unit Member shall have a reasonable amount of time to respond to any such evaluation. For purposes of this section, a reasonable amount of time shall be interpreted as three working days after the receipt of the evaluation. The department/school and college must send written or electronic notification at each step notifying the Unit Member that he/she has three working days to review his/her file before it is sent to the next level. The Unit Member may supplement the materials in his/her file at any step in the review process, but the department/college committees and the chairperson/director shall not be required to review documents added to the file after they have completed their review.

- (8) The department/school and/or college committee involved in the consultation procedure shall have the right to interview the Unit Member under consideration.
- (9) The Board or its designee shall communicate in writing the substantive decision, in a timely manner, to the Unit Member under consideration, the appropriate department and/or college committee, the appropriate Dean, and the Senior Vice Chancellor for Academic and Student Affairs.
- (10) The decision shall be final and binding; except that, in the case of denial of promotion or continuous appointment the initial decision may be either affirmed or revised as a result of resort to the procedures described under 3.3.1.2 above.

### 3.5.3 Procedures for Reappointment:

The consultative procedures described under 3.5.2 will also apply when a Unit Member is considered for Reappointment for a Specific Term. However, the time parameters prescribed under 3.5.2 shall not apply, except as outlined in 3.5.2. (7). Reappointments for a Specific Term shall be processed in a timely manner such that notice of nonrenewal of a Specific Term Appointment can be given consistent with the provisions of Section 3.3.1.2 above.

### 3.6 TERMINATION OF A PRIMARY APPOINTMENT: DEFINITION

For the purposes of this section, termination shall be defined as the abrogation by the Board of an appointment of a non-tenured Unit Member prior to the expiration date of his/her current Specific Term or Special Appointment or the abrogation by the Board of the Continuous Appointment of a tenured Unit Member. Termination shall not include nonrenewal of a Specific Term Appointment pursuant to Section 3.3.1.2 nor expiration of a Special Appointment pursuant to Section 3.3.1.1.

#### 3.6.1 Termination for Adequate Cause:

- a. Prior to the initiation of termination proceedings against a Unit Member, the Senior Vice Chancellor shall inform the Unit Member in writing that such proceedings may be initiated against him/her and provide the individual an opportunity to discuss the situation informally with the Senior Vice Chancellor. The Unit Member shall have the right to be accompanied by another Unit Member at any such informal discussion. If, after such informal discussions, the Senior Vice Chancellor still believes that adequate cause may exist to terminate this Unit Member's appointment, the Senior Vice Chancellor shall convene a Select Committee to render advice in this matter. The Select Committee shall consist of two (2) Unit Members selected by the UNO Faculty Senate and two (2) Unit Members selected by the Administration. No members of the Select Committee shall be members of the same department or school as the Unit Member against whom charges are pending, or members of the UNO Academic Freedom and Tenure Committee. The Select Committee shall be informed in writing of the specific nature of the charges brought against the Unit Member and his/her written response to those charges, and shall provide the Senior Vice Chancellor its advice in writing within thirty (30) days of the Committee's first meeting. Copies of this statement will be provided to the Unit Member and the UNO AAUP.
- b. Upon receipt of the Select Committee's advice, the Administration shall have an additional thirty (30) days to consider the matter and decide whether to proceed with the termination process. If the Administration decides to proceed with

termination, the Corporation Secretary shall notify the affected Unit Member in writing. Such formal notice shall state the reason, or reasons, for the proposed termination and shall advise the Unit Member of his/her right to request a hearing under sections 4.11 and 4.14 of the "Bylaws of the Board of Regents of the University of Nebraska" as amended. The UNO AAUP shall be provided a copy of the written statement of charges against the Unit Member.

- c. If no hearing is requested in writing by the Unit Member within twenty (20) days of his/her receipt of the notice of the right to have a hearing, the Board or its designee may proceed with the implementation of its decision to terminate the Unit Member's appointment.

#### 3.6.1.1 Hearing Procedure:

- a. If a hearing is requested, the Administration shall employ an attorney as provided in Section 4.14.2. (b)(3) of the "Bylaws of the Board of Regents of the University of Nebraska" (June, 1999) and as amended.
- b. If the attorney files a complaint with the UNO Academic Freedom and Tenure Committee, the Committee shall conduct a hearing in accord with the "Policies and Rules of Procedure for the UNO Academic Freedom and Tenure Committee" and paragraphs (c), (d), and (e), Section 4.14.2, "Bylaws of the Board of Regents of the University of Nebraska" as amended.

#### 3.6.1.2 Board Decision:

The Board or its designee will render its decision in accordance with paragraphs (f), (g), and (h), Section 4.14.2, "Bylaws of the Board of Regents of the University of Nebraska" as amended for termination or retention after due consideration of the available evidence. If the decision is to terminate, the Board shall set forth the reasons in a written opinion which shall be made available to the Unit Member charged and to the UNO AAUP. The substantive decision of the Board or its designee shall constitute the final administrative judgment in the case and shall not give rise to a grievance hereunder; except that, a grievance may be pursued based on the allegation that the procedures outlined herein were not followed and that such failure may have affected the substantive decision of the Board or its designee.

#### 3.6.1.3 Status of Unit Member Charged During Termination for Adequate Cause

While the Termination for Adequate Cause Procedure is being carried out, the Unit Member involved shall not be suspended from his/her duties or assigned other duties unless the administration determines that immediate harm to himself/herself, others, or University property is threatened by continuance of his/her currently assigned duties. The suspended Unit Member shall continue to have access to his/her office and other University facilities normally accessible to Unit Members unless the Administration determines that physical harm to himself/herself, others, or University property is threatened. If such a determination has been made, the Unit Member may be temporarily suspended or reassigned or suspended and denied access to his/her office and other campus facilities. Within seven (7) days of such action, the Administration shall inform the UNO AAUP of the suspension or reassignment, and/or the exclusion from campus facilities. The UNO AAUP may, within seven (7) days of such notice request a meet and confer, in which the Administration shall present its reasons for the suspension, reassignment or exclusion from University facilities and any possible continuation of same. After the meet and confer, the Administration may decide to continue the suspension, reassignment or exclusion from University facilities. The Unit Member's

salary and fringe benefits will continue during any period of suspension, reassignment or exclusion from University facilities, and an assignment to other duties shall not diminish his/her salary or benefits. The fact that a Unit Member is on suspension or assigned to other duties shall not affect his/her rights regarding performance evaluation procedures.

3.6.1.4 Transmission of Notices:

For all purposes herein, notices shall be deemed served when they are sent by certified or registered U.S. mail, postage prepaid, return receipt requested, and properly addressed to the Unit Member's current address on file with the University's Personnel Office.

3.6.2 Terminations as a Result of Discontinuance of a Program or Department:

In the event that the Administration proposes to discontinue a program or a department and such action would result in the termination of a Unit Member, such proposal shall be formally considered by the Board only after appropriate consultation. Appropriate consultation shall be as follows:

- (1) The Administration shall notify in writing the affected department and college, the UNO University Academic Planning Council, the UNO Graduate Council (if graduate instruction is offered by the department), and the UNO AAUP of the proposed discontinuance.
- (2) The affected department and college, the Academic Planning Council, and the UNO Graduate Council shall have ninety (90) days to prepare and present their response; provided that notice of the proposed discontinuance was given prior to February 15 of the academic year. If notice of the proposed discontinuance is provided after February 15, the deadline for receipt of responses shall be one hundred-twenty (120) days after notification.
- (3) In the preparation of their response, the affected department and college, the Academic Planning Council, and the UNO Graduate Council shall review data they regard as relevant to their consideration, including information such as enrollment trends, program costs, research and service functions, etc. The Academic Planning Council and the UNO Graduate Council may forward requests for information to the affected department and college and the Administration.
- (4) Upon completion, the responses of the affected department and college, the Academic Planning Council, and the UNO Graduate Council shall be sent simultaneously to the Senior Vice Chancellor and the UNO AAUP.
- (5) Upon receipt of the responses or the expiration of the deadline indicated above, the Administration shall formulate its recommendation to the Board, accompanied by the formal reports received from the affected department and college, the Academic Planning Council, and the UNO Graduate Council. Copies of this formal recommendation and supporting documents shall be provided to the affected department and college, the Academic Planning Council, the UNO Graduate Council, and the UNO AAUP, at least thirty (30) days prior to the meeting at which the Board will consider the recommendation.

- (6) The Board shall give due consideration to the reports and recommendations made by the affected department and college, the Academic Planning Council and the UNO Graduate Council.
- (7) The decision of the Board will be communicated in writing and in a timely manner to the affected department and college and the UNO AAUP.
- (8) The substantive decision by the Board to discontinue a department or program shall not be grievable under this Agreement, except that a grievance may be pursued based on the allegation that the procedures outlined herein were not followed and that such failure may have affected the substantive decision of the Board.

3.6.2.1 Principles and Procedures for Unit Member Terminations:

Before any Unit Member is terminated as a result of a discontinuance decision by the Board in accordance with the above provisions, efforts shall be made to:

- (1) Reassign the Unit Member to a suitable similar position within UNO at the same salary and rank,
- (2) Transfer the Unit Member to a suitable but dissimilar position for which the Unit Member is qualified by reason of education or experience,
- (3) Authorize a reduced load on a pro-rated salary basis without loss of tenure or fringe benefits permitted under this contract,
- (4) Consider early retirement or "buy out" options,
- (5) Consider retraining options under the Faculty Development Fellowship, with the provision that the six-year eligibility requirement be suspended for this purpose.

3.6.2.2 Order of Termination:

Faculty shall be involuntarily terminated in the following order:

- (1) Faculty of any classification who have already received notice that they will not be reemployed following the expiration of their current Primary Appointment.
- (2) Part-time Faculty.
- (3) Faculty on Special Appointment.
- (4) Faculty on Specific Term Appointment.
- (5) Faculty on Continuous Appointment.

The substantive decisions of the Board or Administration to terminate specific Unit Members, due to the discontinuance of a program or department, shall be final and binding and shall not be grievable under this Agreement, except that a grievance may be pursued based on the allegation that the procedures outlined herein were not followed and that such failure may have affected the substantive decision of the Board.

3.6.2.3 Notice of Termination:

The University shall give notice of termination as soon as possible, and shall make reasonable efforts to notify Unit Members on Continuous Appointments at least twelve (12) months prior to the effective date of termination. Notice shall be considered to have been given upon mailing by certified or registered letter, properly addressed, postage prepaid, and return receipt requested. All letters of notice of termination as a result of discontinuance of a program or department shall advise the affected Unit Member of his/her recall rights under the terms of this contract and his/her responsibility to keep the Administration informed of his/her current address. A copy of all such notices shall be provided to the UNO AAUP at the time they are given to the affected Unit Member.

3.6.2.4 Recall of Terminated Unit Members:

Unit Members who have been terminated due to discontinuation of a department or program shall be eligible for recall to positions in the same department or program from which they were terminated in accordance with the following procedures:

- (1) Only Unit Members who held Continuous Appointments or Appointments for a Specific Term when they were terminated shall be eligible for recall. (Although not specifically covered by other provisions in Section 3.6.2, Unit Members on an Appointment for a Specific Term who are notified of nonreappointment as a result of the discontinuance of a program or department shall be eligible for recall.)
- (2) Unit Members with unexpired recall rights will be entitled to employment preference in the inverse order of their termination provided that the Unit Member is qualified by reason of expertise, education and experience to perform the teaching and other work responsibilities of the vacant position and provided further that the vacant position is in the Bargaining Unit.
- (3) Recall rights shall expire two (2) years following the effective date of a Unit Member's termination from active employment.
- (4) Recall will be affected by written notice, posted by registered mail addressed to the Unit Member's last known mailing address on file in the Office of the Senior Vice Chancellor. Such notice will be postmarked at least sixty (60) days in advance of the effective date of the reinstatement. The recall notice will contain the effective date of the reinstatement, offer of salary, verification of rank and type of Primary Appointment to which the person is entitled, job title, and assigned duties for the position. The recall notice will also include a copy of the approved Academic-Administrative Position Recruitment Authorization Request form for the vacant position.
- (5) A Unit Member reinstated to employment through recall will retain the same rank and salary, and have the same type of Primary Appointment, that he/she held at the time of termination.
- (6) Acceptance of the recall, if at all, shall be by written notice addressed to the Senior Vice Chancellor, postmarked no later than fifteen (15) days after receipt of the original recall notice, and this acceptance must be signed and indicate acceptance of all terms and conditions of employment specified in the original recall notice.

- (7) It shall be the responsibility of the Unit Member to keep the Administration informed of his/her current address and failure to notify the Administration of changes in address in a timely manner will void a person's recall rights.
- (8) Failure to accept recall will void a person's recall rights.
- (9) Recall rights extend only to Primary Appointments held at the time of termination.

3.6.2.5 Terminated Unit Members May Continue in Fringe Benefits Programs:

In the event that a Unit Member is terminated pursuant to Section 3.6.2, then the Unit Member, at the Unit Member's sole cost and expense, shall be eligible to continue to participate in the then-available medical, group life, and retirement coverage so long as the Unit Member shall continue to be eligible for recall in accord with the provisions of Section 3.6.2.4 of this Agreement. Such Unit Member shall be billed on a monthly-prepaid basis for the cost of such coverage by the University.

3.6.3 Disability Termination: (SEE SECTION 3.9.4)

3.6.4 Phased Retirement Agreements

The Board agrees, that in the event that the University of Nebraska at Omaha upon offering a Phased Retirement Agreement, to eligible Unit Members holding a Continuous Appointment, for the duration of the Collective Bargaining Agreement (July 1, 2015 through June 30, 2017), the supplemental compensation offered thereunder shall be equivalent to the difference between the Board's contribution for the Board's group medical and/or dental insurance coverage (for a 1.0 FTE appointment) and the Board's contribution the Unit Member holding a Continuous Appointment, actually receives for his or her part-time Phased Retirement Appointment pursuant to such a contract. Any retirement contribution shall be determined by the applicable plan and is not subject to negotiation by the parties. The Board will not pay any NUFlex Monthly Differential or any "grossed up" payment to defray additional income taxes. Moreover, the Administration of the University of Nebraska at Omaha will retain absolute discretion in the granting of Phased Retirement Agreements, and nothing contained herein will obligate the Board or the Administration of the University of Nebraska at Omaha to offer a Phased Retirement Agreement to any Unit Member holding a Continuous Appointment.

3.7 NON-DISCRIMINATION

- a. The Board and the UNO AAUP agree that there shall be no discrimination against Unit Members because of race, color, creed, sex, sexual orientation, gender identity, age, national origin, genetic information, religion, physical handicap, disability, political beliefs, marital status (whether with or without children), and UNO AAUP membership or lack thereof.
- b. The Board and the UNO AAUP affirm their commitment to the principles involved in the areas of non-discrimination, equal employment opportunity, and affirmative action. The Board and the UNO AAUP recognize their responsibilities under Federal and other applicable laws relating to fair

employment practices and do hereby agree that nothing in the agreement shall be construed to require or permit any acts of discrimination prohibited by such laws.

- c. The Board and the UNO AAUP agree that the "Issue Resolution and Complaint Procedures for Prohibited Discrimination, University of Nebraska at Omaha," as adopted by the Board on October 1, 1999, are incorporated herein as Attachment A.

The parties recognize that the referenced document is subject to review and approval by the Office of Civil Rights, and the parties agree that if the OCR requires changes in these procedures they will negotiate any revisions that relate to the Unit Members.

### 3.8 PERSONNEL FILES

Except to the extent necessary to carry out administrative functions, including the administration of this Agreement, or as may be necessary to comply with state or Federal law, or with the written permission of the Unit Member, the Administration shall maintain the confidentiality of all Unit Members' personnel files. No Unit Member's personnel file shall contain any evaluation or other material relative to the fitness of a Unit Member to be employed by the University that cannot be attributed to an identifiable group or individual.

#### 3.8.1 Unit Members' Right to Examine and Comment on Personnel Files:

Each Unit Member shall have the right to (a) review his/her personnel file during regular office hours and (b) attach a statement signed by the Unit Member to any material found in his/her personnel file. Within two (2) working days of the Unit Member's written request to the Dean of the appropriate college, the Administration shall provide the Unit Member with copies of any or all requested materials in his/her file, provided the Unit Member pays the cost of such photocopies.

#### 3.8.2 Contents - Personnel Files:

Official personnel files shall be only those kept in the offices of the Unit Member's Department, the Dean of the College, the Office of Academic and Student Affairs, and the Office of Human Resources. In addition to materials required by law, files maintained in the department and college offices will include but not be limited to information on qualifications, employment history, annual reviews of performance, and evaluations by the chairperson and the dean of the annual review. Personnel files maintained in the Office of Academic and Student Affairs will include but not be limited to information on qualifications and employment history, while those maintained in Human Resources will include but not be limited to information on employment history. Files pertaining to complaints or any special situation relating to a Unit Member may be kept by the appropriate University Office. However, if these materials might reasonably be expected to be relevant in a proceeding under Sections 3.4, 3.5, or 3.6 or Article 4 of this agreement, or Sections 4.13 through 4.15 or "Bylaws of the Board of Regents of the University of Nebraska" as amended, they shall be treated as materials contained in the official personnel files, in that the Unit Member shall have the right to review them and to make a written statement (3.8.1) before they are included in the official files, or used in such proceedings.



3.9 LEAVES

3.9.1 Professional Leaves:

3.9.1.1 Faculty Development Fellowship:  
(Formerly Known as Periodic Professional Leave)

- a. Subject to the availability of funds, the demonstrated benefit to the institution in terms of professional development, and the ability of the institution, its colleges and departments to maintain programs and program emphasis and to thereby achieve their mission and meet their enrollment demand, any Unit Member on Continuous Appointment who has completed six years of full-time service at UNO at any academic rank shall be eligible to apply for a Faculty Development Fellowship, either for a full year at half pay and full benefits or for a half year at full pay and full benefits. Each six-year period of full-time service shall renew eligibility to apply for a Faculty Development Fellowship.
- b. Faculty Development Fellowships are to be taken only for professional development. An application which sets forth the length of leave and its relationship to the Unit Member's professional development shall be prepared by the Unit Member and filed with the appropriate Dean. The application shall be reviewed by the Unit Member's department and subject to the approval of the appropriate Dean (in consultation with an elected faculty advisory group), the Senior Vice Chancellor, the Chancellor, and the Board. Such leaves shall not be considered to be an entitlement or an automatic reward for years of service. The substantive decision of the Board or Administration to approve or disapprove applications for Faculty Development Fellowship shall not be grievable under this Agreement.
- c. The time period of the Faculty Development Fellowship shall be considered service to UNO for all purposes. Based upon a written report submitted by a Unit Member on Faculty Development Fellowship, such Unit Member shall be eligible for consideration for salary adjustments on the same basis as other continuing Unit Members. No Unit Member on Faculty Development Fellowship shall be required to contribute to the compensation of any substitute(s) to perform all or any part of that Unit Member's assigned workload. In the event the Unit Member fails to return on the date specified and has not received authorization from the Senior Vice Chancellor to return on a later date, he/she shall be considered separated as of the last day of such leave.
- d. The recipient of a Faculty Development Fellowship agrees to resume his/her duties at the University of Nebraska upon termination of the leave and continue such duties for a period of at least one academic year, and if he/she fails to do so in strict accordance with said agreement, agrees to reimburse the University for all pay received during the leave of absence, unless waived by the Board or its designee.

3.9.1.2 Faculty Assistance for Doctoral Study

Unit Members who do not hold doctorates shall be eligible to participate in the Faculty Assistance for Doctoral Study program adopted by the Board of Regents on January 17, 1981.

### 3.9.1.3

#### Professional Leaves Without Pay:

- a. Unit Members may request a Professional Leave of Absence without pay for reasons which include professional development, public service, or other valid, professional reasons.
- b. A Unit Member may request such leave provided that application is made as directed by the Board or its designee. The request shall be subject to approval by the Dean and Senior Vice Chancellor, and approval by the Board. Professional Leave Without Pay will be granted for a period not to exceed one (1) year. Extensions of Professional Leave Without Pay may be granted for up to one (1) additional year. While on Professional Leave Without Pay, the Unit Member will receive no salary and the University will make no contribution toward any fringe benefit program, but the Unit Member may participate in fringe benefit programs by paying the full premium and/or retirement contribution, including the University's share.
- c. The time period of the Professional Leave Without Pay may be considered service to UNO, and counted toward eligibility to apply for Faculty Development Fellowship, subject to the approval of the Dean and Senior Vice Chancellor. If such time period is considered service to UNO, based upon a written report submitted by a Unit Member on Professional Leave Without Pay, such Unit Member shall be eligible for consideration for salary adjustments on the same basis as other continuing Unit Members. If such time is not considered service to UNO, upon return to full-time service at UNO, the Unit Member shall receive the salary received at the time the leave was granted. In the event the Unit Member fails to return on the date specified, and has not received authorization from the Senior Vice Chancellor to return on a later date, he/she shall be considered separated as of the last day of such leave.
- d. Unit Members may request a Partial Professional Leave of Absence under which their workload may be reduced to not less than the equivalent of .5 FTE. Such leaves shall be for those purposes and shall be subject to the approval process and all other conditions provided in a. through c. above; provided, however, that salary and benefit contributions shall be made by the University on a basis proportionate to the Unit Member's FTE. Unit Members on Partial Professional Leave shall be considered Unit Members for all purposes under this Agreement.

### 3.9.2

#### Personal Leave:

- a. A Unit Member may request a Personal Leave provided that application is made as directed by the Board or its designee. The request shall be subject to approval by the Dean and Senior Vice Chancellor, and approval by the Board. If approved, Personal Leave will be granted for a period not to exceed one (1) year. Extensions of Personal Leave may be granted for up to one (1) additional year. While on Personal Leave, the Unit Member will receive no salary and the University will make no contribution toward any fringe benefit program, but the Unit Member may participate in fringe benefit programs by paying the full premium and/or retirement contribution, including the University's share.
- b. The time period of the Personal Leave shall not be considered service to UNO for any purpose, including salary determination. If a Unit Member is on personal leave for less than an academic year, time actually served shall be considered for

salary determination purposes. In the event the Unit Member fails to return on the date specified, he/she shall be considered separated as of the last day of such leave.

- c. If leave is needed in order to deal with an emergency not otherwise covered by the provisions of this Agreement, personal leave may be temporarily granted by the Unit Member's Dean pending approval by the Senior Vice Chancellor and the Board. In the event that leave is subsequently denied, the Unit Member will return to work fourteen (14) days after notification of the denial. In this case, the Unit Member will be considered to have been on leave from the date of the Dean's approval until his/her return to work. Failure of the Dean to grant personal leave on a temporary basis as provided herein shall not be grievable.
- d. Personal leaves may be granted which result in less than full-time status for Unit Members during the period of the leave, but not less than .5 FTE (1/2 time). In such cases, to be referred to as "partial personal leaves of absence," the Unit Member, will receive salary and, if otherwise eligible, benefits on a pro-rated basis. Unit Members on such status will be eligible for salary increases under Sections 4.1.5, 4.2.5 and Sections 4.1.6, and 4.2.6 of the Agreement. Unit Members in such status will, for the active part of their employment, be deemed to be continuing Unit Members represented by the UNO AAUP.

### 3.9.3 Disability Leave:

Eligibility for Disability Leave will be restricted to only those Unit Members who have been employed by the Board for more than twelve (12) consecutive months on a 1.00 FTE basis.

#### 3.9.3.1 Disability Defined:

The term "Disability," as used in this section, refers to a condition whereby a Unit Member must be absent from his/her assigned duties for a period greater than five (5) consecutive Working Days and up to a maximum of six (6) consecutive months, due to any of the following:

- (1) Accident;
- (2) Pregnancy or the complications of pregnancy or childbirth;
- (3) Exposure to contagious disease requiring quarantine;  
and/or
- (4) Other illness or disability.

#### 3.9.3.2 Physician's Certification of Disability:

To make application for Disability Leave, the Unit Member must present to the Dean a licensed physician's statement that certifies:

- (1) The nature of the disability;
- (2) The physician's opinion that the Unit Member's continued performance of his/her regularly-assigned duties would be injurious to himself/herself or others; and

- (3) The expected duration of the disability, which must involve more than five (5) consecutive Working Days;

The University may require updated medical information at reasonable intervals.

#### 3.9.3.3 Application for Disability Leave:

Upon receipt of a physician's certification of disability, the Dean will arrange for the disabled Unit Member's duties to be taken over by replacement personnel. The Dean will then notify the disabled Unit Member of the effective date of his/her Disability Leave.

#### 3.9.3.4 Salary Entitlements of Unit Members While on Disability Leave:

Unit Members on Disability Leave shall be entitled to receive salary modified as follows:

- (1) The salary rate while on Disability Leave will be the rate at which the Unit Member was paid for the Primary Appointment on the effective day of the leave.
- (2) Total salary paid to a Unit Member during the entire time of the Disability Leave shall not exceed the equivalent of six (6) months salary and shall be reduced by any amounts the Unit Member received through Worker's Compensation or other government-sponsored insurance program.
- (3) A Unit Member shall not receive any salary for the same period in which he/she receives benefits under the provisions of UNUM Long-term Disability Income Protection Policy, or successor coverage.

#### 3.9.3.5 Continuous Appointment Considerations During Disability Leave

Should a Unit Member's Disability Leave extend for a period greater than three (3) months, the maximum period of full time service prior to the acquisition of continuous appointment may, upon approval of the Unit Member's Dean and the Senior Vice-Chancellor, be extended for up to one (1) year. Such extensions may be granted no more than twice (for a maximum of two years) for any Unit Member.

- a. A Unit Member who has not obtained a "continuous appointment" and becomes the parent of a child by birth or adoption will automatically qualify for a one-year extension of the maximum period of fulltime service prior to the acquisition of continuous appointment. The Unit Member's service will be extended by one year for each child, including twins, and other multiple births or adoptions. Notifications of such extensions should be made by the Unit Member's department in writing to the Dean of the Unit Member as soon as possible after the childbirth and/or adoption, but in no case later than September fifteenth of the year in which a recommendation on the Unit Members reappointment or promotion to tenure must be made. Extensions on the grounds of childbirth and/or adoption do not preclude additional appointments. Unit members whose tenure date is postponed under this section may apply for continuous appointment at their original consideration date without penalty.

#### 3.9.3.6 Parental Leave Policies

The University of Nebraska Parental Leave Policies, as adopted and amended by the Board of Regents on June 28, 1998 and amended on September 29, 2000, are incorporated herein as Attachment B.

3.9.4 Disability Termination:

- (1) At the expiration of an approved Disability Leave, the Unit Member shall return to work on a full-time basis, or on a part-time basis with proportionate reduction in compensation and University benefit contributions.

In the event that a Unit Member cannot return to work, he/she may apply for Personal Leave as provided in Section 3.9.2. Such application shall be approved for a period of up to one year so long as a documented disability exists. If no such application is made, the Unit Member shall be deemed to have separated from service as of the last day of the Disability Leave.

In cases in which the Unit Member has returned to work on a part-time basis, if the Unit Member is unable to return to full-time service after twelve months of part-time service, he/she shall be deemed to have separated as of the last day of such part-time status. Faculty who are otherwise eligible under Section 2.1 and return to work from a Disability Leave on a part-time basis shall be considered Unit Members.

- (2) Nothing in this Section shall preclude the Administration from granting an extension to the period of Disability Leave, Personal Leave, or period of part-time service.

3.9.5 Family Leave:

A Unit Member may request Family/Medical Leave. The request shall be subject to approval by the Dean and Senior Vice Chancellor.

3.9.5.1 (1) Family/medical leaves of absence may be used for the following reasons:

- a. To address a serious health condition of the Unit Member's child, parent spouse or Adult Designee. A serious health condition shall mean a disabling physical or mental illness, injury or impairment which requires any of the following:

- In-patient care in a hospital, nursing home or hospice; or
- Constant in-home care; or
- Continuing treatment by a health care provider.

Child shall mean a biological, adopted or foster child, a stepchild, or a legal ward, or other child for whom the Unit Member has day-to-day responsibility to care for and financially support. Parent shall mean a biological parent or other individual who had day-to-day responsibility to care for and financially support the Unit Member when the Unit Member was a child, or a person bearing the same relationship to the Unit Member's spouse.

In addition to the stated purposes of Family/Medical Leave, a Unit Member may also be granted family/medical leave, on a discretionary basis, to address a serious health condition of the Unit Member's sister or

brother. Denial of such leave shall not be grievable under this Agreement.

- b. To address a serious health condition of the Unit Member, which prevents the Unit Member from performing the essential functions of his/her job.
- c. To address maternal/paternal concerns associated with the birth of a child or the placement of a child with the Unit Member for adoption or foster care.
- d. In association with a death in the immediate family, "immediate family" shall mean spouse, adult designee, children, parents, grandchildren, grandparents, or persons bearing the same relationship to the spouse. The term shall also include brothers, sisters, and brothers-in-law and sisters-in-law.
- e. Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the Unit Member is on active duty or has a son, daughter, or parent of the Unit Member is on active duty or has been notified of an impending call or order to active duty in the Armed Forces.

3.9.5.2 Family/medical leave may be taken in conjunction with parental leave (Section 3.9.3.6), disability leave, vacation leave, or funeral leave (as may be appropriate based on the circumstances necessitating the Unit Member's absence).

3.9.5.3 Financial:

- a. Family/medical leaves of absence shall be without pay.
- b. The Unit Member may request that a paid leave balance (i.e. disability leave, vacation leave, funeral leave) be charged for all or part of the family/medical leave, if such paid leave would otherwise be granted based on the reason for the absence. In such cases, the paid leave time will apply toward the family/medical leave period as defined in Section 3.9.5.5.
- c. Unit Members on family/medical leave who are enrolled in the University's insured benefit programs, may continue to participate in such programs, and continue to receive employer contributions for the period of family/medical leave.
- d. Unit Members on family/medical leave may retain accrued, unused vacation leave, or disability leave, but shall not accrue such leave while on unpaid family/medical leave status.

3.9.5.4 Approvals:

- a. It is the intent of Section 3.9.5 that employees will have a right to family/medical leaves of absence for the purposes stated in Section 3.9.5.1, except as otherwise specifically provided therein; however, in order to assure uniformly fair administration of the policy, the specific terms of each family/medical leave will be subject to administrative review and approval.

- b. Requests for family/medical leaves of absence, must include the reason for the request and the anticipated time period, and must be approved through the appropriate process as provided on the Family/Medical Leave Request Form. Appropriate certification or documentation may be required by the University.
- c. Requests for foreseeable family/medical leaves of absence shall be made as reasonably far in advance as possible (if possible, thirty (30) days in advance). Unforeseeable family/medical leave may be requested as soon as practicable (within one or two working days of becoming aware of the need for family/medical leave).
- d. If the timing of the family/medical leave as requested will cause undue hardship on the department or the University and if the timing of the leave can reasonably be altered without conflicting with the Unit Member's purpose for requesting the leave, the department chairperson may suggest alternative dates which will accommodate the employee while still meeting the needs of the University. Such alternatives may include modification of the proposed starting/ending time periods, alternative working schedules, or other reasonable approaches. If the Unit Member and the department chairperson cannot agree upon the details of the leave, the request shall be referred to the Dean.

3.9.5.5 Time Provisions and Limitations:

- a. Total use of family/medical leave by an employee may not exceed twelve (12) work weeks in any rolling 12-month period; measured backward from the date a Unit Member uses any family/medical leave. However, should a Unit Member's approved family/medical leave require an absence of more than eight (8) weeks in any one academic semester, the Unit Member may request an extension of Family/Medical Leave beyond the 12 work week maximum provided herein until the end of that semester. Denial of such extension shall not be grievable under this Agreement.
- b. Under exceptional circumstances if leave for a longer period is needed, the Unit Member may request an unpaid "personal leave of absence" for a total period of time which, when combined with the family/medical leave and other paid or unpaid leaves, does not exceed one (1) year. Such leave may be granted when it is in the best interest of the institution and shall be governed by the appropriate Section(s) of the Agreement and/or applicable University policy. The Unit Member may continue to participate in the University's insured benefits programs while on an unpaid "personal leave of absence," provided he or she pays the full employer and employee contributions while on such status.
- c. Family/medical leave may be taken on an intermittent (rather than on an uninterrupted) basis or on a reduced schedule if medically necessary as a result of an Unit Member's serious health condition or that of his or her spouse, adult designee, child, or parent or when the reason for the leave is the birth of a child or the placement of a child for adoption or foster care.

3.9.5.6 Reinstatement:

- (1) Unit Members who take a family/medical leave of absence from a position within the University will be able to return to the position vacated or equivalent. In the

event of budgetary or organizational changes during the period of absence, the Unit Member shall be treated as if he or she were occupying the position at the time of the change.

- (2) If a Unit Member does not return to work following the permitted leave, unless other arrangements are made, he/she shall be considered to have resigned from the University effective the last day worked.

#### 3.9.5.7 Family Medical Leave Act of 1993:

This provision (Section 3.9.5) complies with the Family Medical Leave Act of 1993 ("Act"), and the regulations promulgated thereunder, the terms, conditions and definitions of which are incorporated herein. To the extent that the Act or regulations shall be amended, such amendments shall become part of this Section. To the extent that this Section should conflict with the Act, the Act shall prevail, except where the Section grants a right greater in scope than the Act.

#### 3.9.6 Administrative Leave With Pay:

Administrative Leave may be granted, in the sole discretion of the Board or its designee, in the event of inclement weather or any other conditions that might affect the normal conduct of some or all University operations. Administrative Leave, if and when granted, will be granted to such Unit Members, and for such lengths of time, as may be declared by the Board or its designee.

#### 3.9.7 Vacation Leave:

Unit Members whose term of Primary Appointment is on a Fiscal Year basis shall be entitled to Vacation Leave consistent with the following conditions:

- (1) Vacation Leave shall be earned at the rate 16 hours for each full month of service and shall accrue to a maximum of 280 hours. Upon reaching the maximum of 280 hours no additional Vacation Leave shall accrue until the Unit Member takes Vacation Leave and reduces his/her account balance to under 280 hours.
- (2) Vacation Leave may be taken by a Unit Member provided that application is made as directed by the Administration and further provided such application is approved by the Dean.
- (3) The Board reserves the right to direct that Unit Members use up to a maximum of five (5) Vacation Days each calendar year at times specified by the Board.
- (4) A Unit Member's Vacation Leave account will be debited, while he/she is on Vacation Leave, for only those days that are scheduled Working Days for that Unit Member.
- (5) The maximum vacation which may be earned and accrued by Unit Members effective April 7, 2007 shall be two hundred eighty (280) hours; provided that any Unit Member who has accumulated more than 280 hours of vacation as of said effective date shall be entitled to retain any such excess vacation over 280 hours for future use. Vacation Leave earned but not used, during a calendar year may be carried over but the amount of accrued Vacation Leave carried over into any succeeding calendar year shall not normally exceed 280 hours. Should a



Unit Member's Vacation Leave reach the maximum of 280 hours and it can be shown that reasonable efforts by the Unit Member were taken to request and use vacation and the Administration, due to conflicts with the academic calendar, staffing or other administrative need, prevented such use, the Unit Members shall retain such hours in excess of 280-hour maximum. Unit Members' supervisors shall not arbitrarily deny a request for vacation. In situations where more than 280 hours are carried over to a succeeding year, the Unit Member shall arrange to take Vacation Leave above 280 hours as soon as possible.

- (6) With the exception of vacation hours accumulated in excess of 280 hours prior to April 7, 2007, upon the termination of employment with the University, a Unit Member is entitled to compensation for accrued Vacation Leave, not to exceed a maximum of 280 hours, at his/her salary rate in effect upon the last day of employment.

### 3.10 INTELLECTUAL PROPERTY

The University of Nebraska Intellectual Property Policy, adopted by the Board of Regents on July 28, 2001, is incorporated herein as Attachment C. In the interpretation and application of the policy, the following will apply:

- (1) In the interpretation of Section 5.3, Ownership of University Supported Works involving use of substantial University resources, the "Comment" section shall be interpreted to read as follows:

*Comment*

The references in subparagraph (1) to "substantial University financial, staff, or other assistance" and in subparagraph (2) to "special or rare University holdings, such as museum collections" mean the use of University funds, facilities, equipment or other resources *significantly in excess of the norm for educational and research purposes in the department or unit in which the creator holds his or her primary appointment, and indicated as such in writing by an appropriate University official.* The University does not regard the provision of employee's salary, office, usual library resources, usual facilities and equipment, and office staff or personal computers as constituting "substantial use of University resources," *unless such resources were made available specifically to support the development of a work to be owned or acquired by the University, as indicated in writing by an appropriate University official, or were previously designated in writing by the University as a substantial University resource."*

- (2) In cases requiring resolution of ambiguities and policy interpretation (Section 13), a "committee of peers" may be assembled to hear the case and provide recommendations to the Senior Vice Chancellor. The committee, which will be named by the Senior Vice Chancellor with the advice and consent of the Faculty Senate, will consist of at least three members of the UNO faculty and will have at least one member with expertise in the applicable discipline or field of study. In the event that decision by the Chancellor is not consistent with the recommendation provided by the committee of peers, the Unit Member may initiate a grievance under Section 5.7 of the Agreement. Such grievance will commence at Step Two (Section 5.7.7). In the event that a committee of peers is not selected and the Unit Member is not satisfied with the decision of the Chancellor, he or she may initiate a grievance under Section 5.7 of the Agreement. Such grievance will commence at Step Two (Section 5.7.7).

## ARTICLE 4

### SALARY AND FRINGE BENEFITS

#### 4.1 SALARY INCREASE FOR 2015-2016

##### 4.1.1 Eligibility:

The provisions of this section will apply to all faculty who are Unit Members on March 25, 2015 and whose appointment status on July 1, 2015 (in the case of fiscal year appointments) or August 19, 2015 (in the case of academic year appointments) fits the unit determination section of this contract.

##### 4.1.2 Effective Date of Salary Increases:

All increases determined under this section shall be effective July 1, 2015, for full-year Unit Members and effective August 19, 2015, for academic-year Unit Members.

##### 4.1.3 Total Salary Increase Pool:

The total dollars to be distributed for salary increases to eligible Unit Members for 2015-2016 shall be \$1,167,444. Seventy-Five thousand dollars (\$75,000) of this pool will be distributed for "Special Adjustments" for those members in the professor, associate professor, assistant professor and lecturer ranks who have been in rank since 2010 (4 years).

##### 4.1.4 Promotion Increases:

All eligible Unit Members who receive a promotion in faculty rank effective either July 1, 2013 or August 19, 2013, shall on said date, receive the following promotion increase:

Promotion to Professor	\$5,550
Promotion to Associate Professor	\$4,250
Promotion to Assistant Professor	\$2,200
Promotion to Lecturer (after six consecutive years as Instructor)	\$2,000
Promotion from Assistant Instructor to Instructor (after six yrs.)	\$1,000

##### 4.1.5 Salary Increase for Satisfactory Performance:

The total dollars allocated in 2015-2016 for salary increases for satisfactory performance for 2015-2016 shall be \$764,711. All eligible Unit Members, whose performance for 2014-2015 was judged satisfactory or better as a result of the formal performance reviews conducted in March-April, 2015, will receive an equal percentage increase.

##### 4.1.5.1 Effect of Separation on Salary Increase Pool:

In cases in which the University is officially informed, by April 15, 2015, of a Unit Member's impending separation from University employment prior to the applicable salary increase effective date provided in Section 4.1.2, any salary increases under Section 4.1.5 to which said Unit Member would be entitled in 2015-2016 shall revert

back to the Satisfactory Performance salary increase pool and shall be distributed under Section 4.1.5.

4.1.6 Salary Increases for Exceptional Performance:

\$327,733 shall form a salary increase pool for Unit Members qualifying for exceptional performance increases. The dollars allocated to the Colleges shall be proportional to the salary base of Unit Members as of March 25, 2015. The methods utilized in allocating the dollars to eligible Unit Members shall be those developed in October 1982, as reflected in the procedures distributed to all Unit Members on October 12, 1982.

4.1.7 Appeal of Salary Increase Recommendations:

- (1) Department recommendations for salary increases based upon satisfactory performance will be forwarded to the respective College Deans and communicated to Unit Members not later than April 1, 2015.
- (2) Departmental recommendations for salary increases based upon exceptional performance will be forwarded to the respective College Deans and communicated to Unit Members not later than May 1, 2015.
- (3) Unit Members will have the right to appeal to the Dean:
  - a. An unsatisfactory rating of their performance, not later than five working days following notification.
  - b. A departmental recommendation concerning their salary increase, or lack thereof, for exceptional performance, not later than five working days following notification.
- (4) The Dean will consider such appeals in consultation with the appropriate personnel advisory committee (promotion and tenure committee) and communicate his or her decision within two weeks of receipt of the appeal to the Unit Member and the involved department. The Dean's decision shall not be grievable under the terms of this Agreement.

4.2 SALARY INCREASE FOR 2016-2017

4.2.1 Eligibility:

The provisions of this section will apply to all faculty who are Unit Members on March 25, 2016, and whose appointment status on July 1, 2016 (in the case of fiscal year appointments) or August 13, 2016 (in the case of academic year appointments) fits the unit determination section of this contract.

4.2.2 Effective Date of Salary Increases:

All increases determined under this section shall be effective July 1, 2016, for full-year Unit Members and effective August 13, 2016, for academic-year Unit Members.

4.2.3 Total Salary Increase Pool:

The total dollars to be distributed for salary increases to eligible Unit Members for 2016-2017 shall be \$1,202,467. Seventy-Five thousand dollars (\$75,000) of this pool shall be set-aside for “Special Adjustments” for those members in the professor, associate professor, assistant professor and lecturer ranks who have been in rank since 2010 (4 years).

4.2.4 Promotion Increases:

All eligible Unit Members who receive a promotion in faculty rank effective either July 1, 2016 or August 13, 2016, shall on said date, receive the following promotion increase:

Promotion to Professor	\$5,550
Promotion to Associate Professor	\$4,250
Promotion to Assistant Professor	\$2,200
Promotion to Lecturer (after six consecutive years as an Instructor)	\$2,000
Promotion from Assistant Instructor to Instructor (after six Consecutive years as an Assistant Instructor	\$1,000

4.2.5 Salary Increase for Satisfactory Performance:

The total dollars to be distributed in 2016-2017 for salary increases for satisfactory performance for 2014-2015 shall be \$789,227.00. All eligible Unit Members, whose performance for 2016-2017 was judged satisfactory or better as a result of the formal performance reviews conducted in March-April, 2016, will receive an equal percentage increase.

4.2.5.1 Effect of Separation on Salary Increase Pool:

In cases in which the University is officially informed, by April 15, 2016, of a Unit Member's impending separation from University employment prior to the applicable salary increase effective date provided in Section 4.2.2, any salary increases under Section 4.2.5 to which said Unit Member would be entitled in 2016-2017 shall revert back to the Satisfactory Performance salary increase pool and shall be distributed under Section 4.2.5.

4.2.6 Salary Increases for Exceptional Performance:

\$338,240.00 less any amount required to meet the promotion increases specified in 4.2.4, shall form a salary increase pool to be distributed to the Colleges for allocation to Unit Members based on performance. The dollars allocated to the Colleges shall be proportional to the salary base of Unit Members as of March 25, 2016. The methods utilized in allocating the dollars to eligible Unit Members shall be those developed in October, 1982, as reflected in the procedures distributed to all Unit Members on October 12, 1982.

4.2.7

Appeal of Salary Increase Recommendations:

- (1) Department recommendation for salary increases based upon satisfactory performance will be forwarded to the respective College Deans and communicated to Unit Members not later than April 1, 2016.
- (2) Department recommendations for salary increases based upon exceptional performance will be forwarded to the respective College Deans and communicated to Unit Members not later than May 1, 2016.
- (3) Unit Members will have the right to appeal to the Dean:
  - a. An unsatisfactory rating of their performance, not later than five working days following notification.
  - b. A department recommendation concerning their salary increase, or lack thereof, for exceptional performance, not later than five working days following notification.
- (4) The Dean will consider such appeals in consultation with the appropriate personnel advisory committee (promotion and tenure committee) and communicate his or her decision within two weeks of receipt of the appeal to the Unit Member and the involved department. The Dean's decision shall not be grievable under the terms of this Agreement.

4.3

SUPPLEMENTARY PAYMENTS/INCREASES

4.3.1

Summer Compensation:

Summer appointments which provide compensation in addition to base salary for primary appointments may be offered to Unit Members who are appointed for an academic-year term. The total compensation for such appointments during any summer period may not exceed one-third of the prior academic year's base salary.

The salary rate for summer sessions instruction will be three (3%) percent of the just-completed academic year's salary for each workload hour of instruction assigned. Workload equivalencies for instruction are defined in the document established pursuant to Section 3.1.3.1 of this Agreement. The salary stipend for summer sessions teaching will be included in the Unit Member's fringe benefit base.

4.3.2

Overloads:

There shall be no change in the payment for overload assignments during the term of this Agreement.

4.3.3

Effect of Employment Agreements:

The administration may contract with entering Unit Members to adjust their base salary upon completion of the terminal degree and promotion in academic rank. Such adjustments which are stipulated in the original letter of employment will not be considered as part of the salary increase stipulated under this or successor agreements;

however, such adjustments shall negate the applicability of any promotion increases stipulated under this or successor agreements.

4.3.4 Salary Adjustments:

Subsequent to the implementation of salary increases provided for in this Agreement, the administration may adjust any Unit Member's base salary upon the written mutual agreement of the UNO AAUP and the University, or in response to a legal order from a court of competent jurisdiction or similar authority (e.g., EEOC).

4.4 FRINGE BENEFITS

Each Unit Member shall be eligible to participate in the University-wide Fringe Benefit Program such as Retirement and Long Term Disability Insurance, Group Life/Accidental Death and Dismemberment Insurance, Optional Group Life Insurance, Group Medical Insurance, and Group Dental Insurance and as such will be provided with the coverage and University contributions associated with such participation.

4.4.1 Employee Scholarship Program

4.4.1.1 All Unit Members shall be eligible for the Employee Scholarship Program.

4.4.1.2 All retired Unit Members who have met the normal retirement regulations also are eligible.

4.4.1.3 Participants must be admitted students of the University and must have met all normal academic requirements for the courses taken.

4.4.1.4 The Employee Scholarship Program is not available to Unit Members on leave of absence without pay.

4.4.1.5 The granting of scholarships is subject to openings in the specific classes in which the Unit Member intends to enroll.

4.4.1.6 The Employee Scholarship Program applies only to academic credit courses being offered at any unit of the University of Nebraska. These courses may be taken for credit or audit.

4.4.1.7 The University of Nebraska Scholarship Program shall allow tuition equal to the University's residency-tuition-charge-per-semester credit hour.

4.4.1.8 Unit Members whose applications have been approved pay all normal admission and matriculation fees with the exception of UPFF fees. Unit Members shall also pay all usual course-related costs such as books and supplies.

4.4.1.9 The Employee Scholarship Program is limited to no more than fifteen (15) credit hours in any 12-month period (August - July) and is normally restricted to no more than six (6) credit hours per semester.

4.4.1.10 Unit Members eligible for scholarship plans through other programs are expected to avail themselves of these programs prior to applying for the University of Nebraska Employee Scholarship Program. If the Unit Member's costs are not entirely covered by the other programs, the University of Nebraska Employee Scholarship Program shall allow for the difference up to the maximum established herein.

4.4.1.11 Unit Members will be billed for their tuition if they resign from University employment and the effective date of resignation occurs during the first thirty (30) days after classes have commenced.

## 4.4.2 DEPENDENT SCHOLARSHIP PROGRAM

Unit Members may elect to allocate all or part of their employee scholarship benefit to their spouse or to their dependent children. The following parameters shall apply to the dependent scholarship program.

4.4.2.1 Spouse and Dependent Children will be defined as follows:

Spouse: Unit Member's husband or wife, as recognized under the laws of the State of Nebraska, including the husband or wife of a deceased Unit Member, but not a divorced spouse.

Dependent Child: Any naturally born child, legally adopted child, stepchild or ward of an employee who (i) is unmarried and under 24 years of age, and (ii) is chiefly dependent on the employee for financial support (claimed as a dependent for tax purposes).

4.4.2.2 Dependent Children will be required to be full-time students of the University of Nebraska.

4.4.2.3 The Dependent Scholarship Program is only available to spouses and dependent children **who can be claimed/qualify as dependents under the provisions of the U.S. Internal Revenue Service**, and who are admitted students of a University of Nebraska campus and who have met all normal academic requirements for the course(s) taken.

4.4.2.4 The granting of the Dependent Scholarship Program is subject to openings in the specific classes in which the dependent(s) intend to enroll.

4.4.2.5 Dependent Scholarship Program will be allowed for undergraduate academic credit courses at any campus of the University of Nebraska. These courses may be taken for credit or audit.

4.4.2.6 The Dependent Scholarship Program shall allow tuition equal to the University's residency-tuition charge per-semester-credit hour at the campus of attendance, subject to the limitations listed below.

4.4.2.7 Dependents whose applications have been approved pay all normal admission and matriculation fees to include UPFF fees and all usual course-related costs such as books and supplies.

4.4.2.8 The maximum total number of credit hours that may be transferred by a Unit Member to one or more dependents will be the equivalent of fifteen (15) semester credit hours in any academic (fall, spring, and summer) year and is restricted to no more than nine (9) credit hours per semester.

4.4.2.9 Dependents who have been awarded scholarships through other programs are expected to avail themselves of those programs prior to applying for the University of Nebraska Employee Scholarship Program. If the dependent's costs are not entirely covered by the other programs, the University of Nebraska Employee Scholarship Program shall allow for the difference up to the maximum established herein.

4.4.2.10 Unit Members will be billed for their dependent's tuition if they resign from University employment and the effective date of resignation occurs during the first thirty (30) days after classes have commenced.



4.4.2.11 Retention of Previous Employee-Spouse Scholarship Program:

The Board also agrees to continue and to make available to Unit Members, the program of Employee-Spouse scholarships that was in effect on June 30, 1983.

4.4.2 Non-Academic Facilities and Services:

To the extent such facilities are available, the Board agrees to continue to make available to Unit Members, on the same basis as for all other full-time University employees, access and/or admission to University non-academic facilities, services, intercollegiate athletic events, and fine arts programs under the same policies that were in effect on June 30, 1983. Retired faculty shall have the same right to University non-academic facilities and services as Unit Members.

4.4.3 Board's Right to Modify Premiums, Fees, and Charges:

After appropriate notification and consultation, the Board or its designee shall have the right to modify plan design, coverage, premiums, fees, and charges to Unit Members for any and all programs provided under this Article, so long as such modifications are extended to the Unit Members on the same basis as to all other University full-time employees. For purposes of this section, "appropriate notification and consultation" shall require a "Meet and Confer" meeting between representatives of the Board and the UNO AAUP as provided for in section 5.2 prior to the Board's announcement to Unit Members regarding any changes in plan design, coverage, premiums, fees, or charges in the University-wide Fringe Benefit Program.

4.4.4 Liability Protection:

As provided in state statute Unit Members are insured against liability or suits growing out of their duties related to employment at the University. Such insurance shall include coverage against libel and slander. Liability coverage shall be in an amount of no less than \$1,000,000 per person per incident.

4.4.5 Employee Assistance Program:

If an Employee Assistance Program is established by the University during the term of the Agreement, Unit Members shall be covered by the provisions of the Program under the same terms and conditions as other full-time permanent personnel.

4.4.6 Voluntary Tenure Settlement Program:

If a Voluntary Settlement Program, or other comparable program is established by the University during the term of the Agreement, Unit Members shall be covered by the provisions of the Program under the same terms and conditions as other full-time personnel. This Section shall not be interpreted to preclude or require individual separation agreements.

4.4.7 Voluntary Phased Retirement Appointment Program:

If a Voluntary Retirement Appointment Program or comparable program is established by the University during the term of this Agreement, Unit Members shall be covered by the provisions of the Program under the same terms and conditions as other full-

time personnel. This Section shall not be interpreted to preclude or require individual separation agreements. The Unit status of a participant in such a program or such individual agreement shall be deemed to be a continuing Unit Member represented by the UNO/AAUP.

## ARTICLE 5

### CONTRACT MANAGEMENT/RELATED PROVISIONS

#### 5.1 RATIFICATION AND RENEGOTIATION

This Agreement shall go into effect on July 1, 2013 and shall remain in full force and effect to and including June 30, 2015. The agreement shall automatically renew itself from year to year thereafter, incorporating terms and conditions enumerated herein, until such time as a new Agreement is ratified by the Board and the membership of UNO AAUP. Either the UNO AAUP or the Board may give written notice to the other Party no later than September 1, 2014. Upon receipt of such notice, the Parties shall meet at a time and place mutually agreed upon, but in no case later than September 12, 2014. The expiration of this Agreement shall not affect grievances or other matters initiated under its terms, even though they are not completed prior to the expiration of the Agreement.

#### 5.2 MEET AND CONFER

Subject to the other Sections of this Agreement, representatives of the Board and the UNO AAUP shall confer at such times as may be mutually agreeable to both Parties to discuss the administration of this Agreement and/or problems of mutual concern. These meetings shall be held in Omaha, Nebraska, at monthly intervals. Unless otherwise agreed upon, a mutually acceptable written agenda shall be established at least five (5) days prior to each meeting.

#### 5.3 PRINTING OF THE AGREEMENT

The Board and the UNO AAUP agree to share equally the cost of printing this Agreement, which will be printed by a mutually acceptable agent. The Board shall distribute one (1) copy to each Unit Member and one (1) copy to each new Unit Member. The Board and the UNO AAUP shall each have fifty (50) copies for their respective use.

#### 5.4 MINIMUM TERMS

Terms less favorable than those contained in this agreement shall not be accepted by any Unit Member unless UNO AAUP and that Unit Member both agree to these terms.

#### 5.5 INTEREST SUCCESSION

The terms and conditions of this Agreement are binding upon all Parties and their successors.

#### 5.6 UNO AAUP OPERATIONS

##### 5.6.1 Information:

Unless such information is requested less frequently, the Office of the Senior Vice Chancellor for Academic and Student Affairs will provide to the President and the Treasurer of the UNO AAUP by the fifteenth day of each month the two following lists:

5.6.1.1 Roster of Actively Employed Unit Members:

This will contain, for each Unit Member currently subject to this Agreement, the following data:

Name  
Academic Rank  
Years in Rank  
Primary Appointment Job Title  
Primary Appointment Salary  
Primary Appointment Department or School  
Primary Appointment Type  
Effective Date of Current Primary Appointment  
Expiration Date of Current Primary Appointment  
Current Auxiliary Appointment(s) Job Title(s)  
Current Auxiliary Appointment(s) Departments or Schools  
Current Auxiliary Appointment(s) Full-time Equivalency(ies)  
Current Auxiliary Appointment(s) Salary(ies)  
Sex  
EEO Racial/Ethnic Categories

5.6.1.2 Recall Roster:

This will contain, for each person with recall rights as provided for in Section 3.6.2.4, the following data:

Name/Date of Termination  
Type of Appointment at Termination/Salary at Termination  
Academic Rank at Termination and Years in Rank  
Job Title at Termination  
Department or School at Termination  
EEO Racial/Ethnic Categories/Sex  
Years of Service at UNO

5.6.1.3 Other Information:

The Administration shall supply the UNO AAUP with a copy of the executive summary of the annual budget request when it is distributed to the Board. In addition, the Administration shall provide the UNO AAUP with the final budget request document when it is provided to the Statehouse. The Administration shall provide the UNO AAUP with a complete set of the annual operating budget documents and a copy of the Audited Financial Statement at the time these are distributed to the Board.

The UNO AAUP chief negotiator will be provided a copy of the salary roster of actively employed Unit Members as soon as it is available in September of even-numbered years, as well as a copy of each regular monthly salary roster from September to December of even-numbered years. In addition, this individual will be provided a list of all Unit Members who were promoted in the previous two years and the ranks to which they were promoted. This information is made available to the UNO AAUP chief negotiator to facilitate the timely preparation of UNO AAUP contract proposals in contract negotiation years.

5.6.1.4 Summary, Benefits Enrollment Data:

On a quarterly basis the Administration will provide a summary of the enrollment of Unit Members in the fringe benefit programs enumerated in Section 4.4.

5.6.1.5 UNO AAUP Pays the Cost of Providing Information in Computerized Form:

The UNO AAUP will reimburse the University the actual cost of providing it information in computerized form.

5.6.2 Contract Administration Time:

The Administration shall permit the UNO AAUP to purchase up to fifteen credit hours of instruction per semester from instructional units. The purchased instructional time shall be utilized to enable officers and representatives of the UNO AAUP to be released from assigned duties for contract-related activities. Affected instructional units shall be compensated at the rate of up to \$3,000 plus FICA (currently 7.65 percent) for each three semester-hours in 2013-2014, and up to \$3,000 plus FICA (currently 7.65 percent) for each three semester-hours in 2014-2015. No more than one UNO AAUP officer or representative shall be released from more than one course of assigned instructional duties per semester or for more than two consecutive academic years under this provision. No UNO AAUP officer or representative shall be released from more than two courses (6 semester-hours) of assigned instructional duties per semester or for more than two consecutive academic years under this provision.

5.6.3 UNO AAUP, University Services:

The Board agrees that the UNO AAUP shall have the right to the following campus services and facilities:

- (1) Listing of the off-campus telephone number of the UNO AAUP in campus and city directories, and the telephone numbers of the UNO AAUP President and Grievance Officer in the campus directory.
- (2) Use of facilities and services of the Milo Bail Student Center on the same basis as the Faculty Senate. This shall not preclude the use of meeting rooms outside the Milo Bail Student Center when scheduled through appropriate procedures.
- (3) Use of campus mail service within existing University policy, provided that items to be distributed are addressed to individuals or departments and are identified as originating with the UNO AAUP.

5.6.4 Dues Deduction:

- a. The Board, or its designee, agrees to deduct UNO AAUP membership dues from the pay of those faculty members who are in the bargaining unit and who individually and voluntarily make such a written request provided that at least one hundred (100) unit members request such dues deduction by rendering and filing a duly signed Check-Off Authorization Form. The amount of such deduction shall be established by the UNO AAUP and shall be certified in writing by the Treasurer of the UNO AAUP to the Administration.

- b. Unless otherwise mutually agreed upon by the parties, the procedure for payroll dues deduction shall be as follows:
  - (1) Provided UNO AAUP Authorization Forms are received by the Administration by the 12th calendar day of the month, deductions shall be effective that month. In the case of Authorization Forms received by the Administration after the 12th calendar day, deductions shall be effective the following month.
  - (2) The dues deducted shall normally be remitted by the Administration to the Treasurer of the UNO AAUP within fourteen (14) days following the end of each pay period. Accompanying each remittance shall be a list of the Unit Members from whose salaries such deductions were made, and amounts deducted. The Treasurer of the UNO AAUP will be notified immediately and in writing in the event the Administration is unable to meet the 14-day notification period. In no event shall the time period for remittance of dues deductions be more than 30 days.
- c. The Administration shall not be responsible for making any deductions for dues if a Unit Member's pay within any pay period after deductions for withholding tax, Social Security, retirement, health insurance, and other mandatory deductions required by law or Board Policy, is less than the amount of authorized UNO AAUP dues deductions. In such an event it will be the responsibility of the UNO AAUP to collect its dues for that pay period from the Unit Member.
- d. The Administration's responsibility for deducting dues from a Unit Member's salary shall terminate automatically upon either: (1) thirty (30) days written notice from the Unit Member to the Board, revoking that Unit Member's prior Check-Off Authorization Form; or (2) cessation of the authorizing Unit Member's employment; or (3) the transfer or promotion of the authorizing Unit Member out of the Bargaining Unit; or (4) the legally effective decertification of the UNO AAUP; or (5) the expiration of this Agreement, provided ninety (90) days notice of cessation of dues deduction is given to the UNO AAUP by the Administration.
- e. The UNO AAUP shall indemnify, defend, and hold harmless the Board and its employees from any and all liability, costs and expenses (including attorney's fees) arising as a result of the deduction of UNO AAUP dues or any other action taken or omitted by the Board or its employees in complying with this Section. The UNO AAUP assumes full and sole responsibility for all monies deducted pursuant to this Section upon remittance to the UNO AAUP Treasurer, and, after verification, the UNO AAUP shall promptly refund to the Administration any funds received pursuant to this Section which are in excess of the amount of dues which the Board has agreed to deduct.
- f. The Board will not deduct from the pay of any Unit Member any sum for remittance to the UNO AAUP other than authorized membership dues as described in this Agreement.

5.7

GRIEVANCE PROCEDURES

Both the UNO AAUP and the Administration agree that all disputes should be resolved whenever possible before the filing of a grievance, and the Parties further encourage open communication between Administrators and Unit Members so that resort to the formal grievance procedure will not normally be necessary. The aforementioned parties also encourage the informal resolution of disputes whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate methods of conflict resolution. The purpose of the grievance procedure is to provide a prompt and efficient means for the investigation and resolution of grievances. The grievance procedure hereinafter set forth shall be the sole and exclusive method for resolving the grievance(s) of Unit Members, or of the UNO AAUP, concerning the administration of this agreement.

5.7.1

Definitions:

- a. "Grievance" shall mean a dispute concerning the interpretation and/or application and/or alleged violation of a specific term or provision of this Agreement and filed in accordance with the terms of this section. A dispute between a Unit Member and the UNO AAUP shall not be considered a grievance. No grievance shall be combined with another unless all parties agree in writing.
- b. "Grievant" shall designate a Unit Member or group of Unit Members or the UNO AAUP when they have filed a grievance in accordance with the terms of this section.

5.7.2

Informal Procedures:

Prior to the filing of a formal grievance hereunder, any Unit Member may present his/her dispute to the appropriate Administrator with or without a UNO AAUP representative present. Similarly, representatives of the UNO AAUP may informally present and discuss a dispute on behalf of any Unit Member, or group of Unit Members, with the appropriate Administrator. Any settlement, withdrawal, or disposition satisfactory to the complainant at this informal stage shall not constitute a binding precedent in the disposition of other similar disputes.

5.7.3

Effect of Resort to Other Procedures:

5.7.3.1

Resort to Procedures External to the University

If, prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance procedure is in progress, the grievant seeks resolution of the dispute in any other forum external to the University, whether administrative or judicial (unless official deadlines relating to such administrative or judicial procedures require such earlier filing to protect the individual's rights), the Board shall be free from the obligation to entertain or proceed further with resolution of the dispute pursuant to this grievance procedure.

#### 5.7.3.2 Resort to Procedures Internal to the University

If, prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance procedure is in progress, the grievant seeks resolution of the dispute in any other forum internal to the University, the Board shall be free from the obligation to entertain or proceed further with resolution of the dispute pursuant to this grievance procedure.

A decision rendered at Step One, Step Two, or Step Three of this grievance procedure shall preclude the consideration of the dispute or complaint under any other forum or process internal to the University.

#### 5.7.4 Representation:

The UNO AAUP shall have the right to represent any Unit Member in grievances filed hereunder, provided that Unit Members may represent themselves or be represented by legal counsel at their own expense. If a Unit Member elects not to seek representation by the UNO AAUP, the UNO AAUP shall have no involvement in the grievance; however, the appropriate Administrator shall inform the UNO AAUP in writing of the grievance and its disposition. If the UNO AAUP does not represent the Unit Member, the disposition of the grievance shall not constitute a binding precedent in the disposition of other similar grievances.

#### 5.7.5 Procedure and Time Limits: Initiation:

A Unit Member or group of Unit Members or the UNO AAUP may initiate a grievance by serving signed written notice to the appropriate Administrator and the Senior Vice Chancellor for Academic and Student Affairs on the standardized forms which are appended to this Agreement. Such notice shall concisely state the facts upon which the grievance is based, the provision(s) of the agreement which has been violated, and shall specify the relief and remedy sought. Notice shall be filed within sixty (60) days following the act or omission which gave rise to the grievance or the date on which the grievant knew or reasonably should have known of such act or omission if the date is later.

If the grievance is against the Senior Vice Chancellor for Academic and Student Affairs, the grievance shall be initiated with the Chancellor.

#### 5.7.6 Step One: Procedures and Time Limits:

Upon receipt of the written grievance, the Senior Vice Chancellor for Academic and Student Affairs or his/her designee shall promptly arrange a meeting to discuss the grievance with the grievant(s), the UNO AAUP grievance officer, if the UNO AAUP is representing the grievant, and such other persons as he/she deems appropriate. This discussion will be completed within twenty-eight (28) days after the required initiation notice is filed. If the grievance is remedied at this step to the satisfaction of the grievant(s), the UNO AAUP grievance officer, and the Senior Vice Chancellor for Academic and Student Affairs or his/her designee, the remedy will be put in writing and signed by both parties and a copy provided to each signatory. If there is no remedy, the



Senior Vice Chancellor for Academic and Student Affairs shall provide in writing the specific reasons for denial of the grievance to the grievant(s) and the UNO AAUP within twenty-eight (28) days following the Step One meeting.

5.7.7 Step Two:

The grievant and/or the UNO AAUP may request the Chancellor or designee to review the decision rendered at Step One. This request shall be in writing and set forth the objections to the Step One decision within twenty-eight (28) days of the filing date of the Step One response. Within fourteen (14) days, the Chancellor or designee shall inform the grievant and the UNO AAUP grievance officer in writing of the outcome of the review of the Step One decision. The UNO AAUP will not initiate a Step Two proceeding unless it was involved at Step One.

5.7.8 Step Three:

- a. Within twenty-eight (28) days of receipt of the decision in Step Two, the grievant and/or the UNO AAUP may appeal said decision to the Board or its designee, which shall utilize the services of a hearing officer for the purpose of hearing the case and making a recommendation. The grievant(s) and/or the UNO AAUP shall notify the Chancellor of its decision to submit the grievance to the Board. The UNO AAUP will not initiate a Step Three proceeding unless it was involved at Step Two.
- b. The Hearing Officer's scope of review shall be to determine if terms of this Agreement have been violated. The Hearing Officer shall have no authority to add to, subtract from or in any way modify the terms of this Agreement or any Agreements made supplementary hereto.
- c. The Hearing Officer shall be selected through a process by which the Board or its designee and the AAUP or the grievant if the AAUP has not been involved in the grievance will strike names from a list of seven (7) Hearing Officers developed and mutually agreed upon by both parties by October 1 of the first year of each biennial Collective Bargaining Agreement. All recommendations of the Hearing Officer shall be submitted to the Board or its designee. Upon receipt of the recommendation, the Board or its designee shall issue a written decision stating the reasons therefore within thirty (30) calendar days.
- d. The cost of the hearing shall be shared equally by the Board and the grievant or UNO AAUP, if the UNO AAUP is representing the grievant. Such costs shall be limited to the Hearing Officer's fees and expenses, and other costs directly related to the hearing.

5.7.9 Resolutions of Grievances Cannot Violate the Agreement:

No resolution of a grievance shall be in any way inconsistent with the terms of this Agreement.

5.7.10 Appearance of a Unit Member(s) in the Grievance Procedure:

When a Unit Member(s) participates in a grievance conference, meeting, or hearing, the Unit Member(s)'s salary and fringe benefits shall neither be reduced nor increased for time spent in those activities.

5.7.11 Notification:

All grievances, requests for review, notices, and decisions shall be transmitted by certified or registered mail, postage prepaid and return receipt requested. In the event of a question as to the timeliness of any grievance, request for review, notice, or decision, the date of posting shall be determinative. In the event that an action falls due on a Saturday, Sunday or holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day. If the Administration decides that a grievance has not been filed in the times specified herein, the grievant and the UNO AAUP shall be notified in writing of that decision within seven (7) days.

5.8 SEPARABILITY

In the event that any provision of this Agreement, or any part thereof, is for any reason found by a court of competent jurisdiction to be in violation of State or Federal Constitutions, statutes, or regulations, the remainder of this Agreement, and each other provision or part thereof, shall remain in full force and effect.

5.9 MANAGEMENT RIGHTS

Except as provided in this Agreement, the Board reserves unto itself all of the rights, powers, authority, discretion and prerogatives vested in it under the laws and the constitution of the State of Nebraska, whether exercised or not, and nothing herein shall be construed in any manner as constituting a delegation or waiver of any such rights, power, authority, discretion or prerogatives as are lawfully vested in the Board or its designee.

5.10 NO STRIKE, NO LOCKOUT

The Board and the UNO AAUP agree that neither the Board nor the UNO AAUP nor any employee in the Bargaining Unit will hinder, delay, limit or suspend the continuity or efficiency of any University service by strike, slowdown, lockout, or other work stoppage; coerce, instigate, induce, conspire with, intimidate, or encourage any person to participate in any strike, slowdown, lockout, or other work stoppage; or aid or assist any such strike, slowdown, lockout, or other work stoppage by giving direction or guidance in the conduct of any such strike, slowdown, lockout, or other work stoppage or by providing funds for the conduct or direction thereof, or for the payment of strike, unemployment or other benefits to those participating therein.

5.11 NO WAIVER

The UNO AAUP does not waive its rights to negotiate in a subsequent contract matters discussed in negotiations which led to this Agreement and which are not specifically included in this Agreement.

ISSUE RESOLUTION AND COMPLAINT PROCEDURES  
FOR  
PROHIBITED DISCRIMINATION  
UNIVERSITY OF NEBRASKA AT OMAHA

The University of Nebraska at Omaha declares and affirms a policy of equal education and employment opportunities, affirmative action in employment, and nondiscrimination in providing services to the public. Therefore, the University of Nebraska at Omaha shall not discriminate against anyone based upon race\*, color, sex\*\*, sexual orientation, age, genetic information, religion, disability, national or ethnic origin, marital status, or Vietnam-era veteran status.

\*Racial harassment is considered a form of racial discrimination.

\*\*Sexual harassment is considered a form of sex discrimination.

**Purpose:**

The purpose of these procedures is to secure, at the lowest possible level, equitable solutions to the problems which may affect students, faculty, staff, administrators, visitors, or other invitees, licensees, or university volunteers who believe they have been discriminated against within the university's prohibited discrimination policy. Resolution of any concern or complaint is encouraged, but not required, at each step of the procedures. Any form of retaliation for filing or assisting with an investigation or charge is not permitted. The university reserves the right to take appropriate action in cases of alleged prohibited discrimination affecting the academic or work environment in the absence of a complaint from an individual.

**Oversight and Information:**

The Assistant to the Associate Director of Human Resources and Director, EEO (hereafter referred to as the Associate to the Director) is the established representative of the university on prohibited discrimination issues.

The university's nondiscrimination policy and complaint procedures will be widely disseminated through a variety of media and clearly posted in strategic locations throughout the university campus. Anyone seeking information about the nondiscrimination policy or complaint procedures should contact the Assistant to the Chancellor or designee.

**Informal Resolution:**

If appropriate, persons are encouraged first to speak about their concerns with the party in question, relevant manager/supervisor, administrator or academic department chair/school director, or university ombudsperson to attempt to resolve the issue(s). A satisfactory resolution may be readily found.

**Notification and Initial Investigation:**

Complainants who believe they have been discriminated against have thirty (30) working days after the occurrence of the alleged prohibited discrimination to informally resolve the issue(s) to their satisfaction or to contact the Assistant to the Chancellor. This time deadline can be extended if there are extenuating circumstances which must be documented by the complainant and determined by the Assistant to the Chancellor to justify a delay.

### **Informal Inquiry:**

From the time the Assistant to the Chancellor or designee is made aware of a complaint against a Unit Member/Respondent, the Assistant to the Chancellor or designee shall immediately notify the Unit Member/Respondent, in writing, that a complaint has been received and, in that written communication, explain the nature of the complaint. The Assistant to the Chancellor or designee shall have ten (10) working days to conduct an informal confidential inquiry, to attempt to resolve the complaint or to determine whether or not the complaint merits further action. If the Assistant to the Chancellor or designee determines that a meeting with the Unit Member/Respondent is appropriate in this informal inquiry, the Unit Member/Respondent shall be informed that he or she may bring a colleague, friend, or representative of the UNO AAUP to any such meeting. (Any person accompanying the Unit Member/Respondent to such meeting shall not participate in its proceedings, and neither party may have legal counsel present.) If it is determined by the Assistant to the Chancellor or designee that further action is warranted, the formal procedures listed below shall begin within seven (7) working days of the decision. Likewise, if it is determined by the Assistant to the Chancellor or designee that no further action is warranted, both parties shall be notified in writing of this decision.

### **Formal Procedures:**

#### Formal Complaint

Within seven (7) working days of the decision of the Assistant to the Chancellor or designee that further action is warranted, the complainant must meet with the Assistant to the Chancellor or designee to review/discuss the incident or situation and any attempts at resolution, as well as to be informed of the formal procedures. If the complainant wants to file a formal complaint, he/she must do so in writing to the Assistant to the Chancellor or designee within seven (7) working days following this meeting. If the complainant is unable to write the complaint, he/she shall relate their allegations orally, which then shall be put into written form by the complainant's representative, who may not be legal counsel, and verified for accuracy by the complainant.

#### **Notification to the Unit Member/Respondent**

Within five (5) working days of receipt of the written complaint, the Assistant to the Chancellor or designee shall notify the Unit Member/Respondent in writing that a formal complaint has been filed, and provide the Unit Member/Respondent with a description of the procedures to be followed in this investigation. Such notification shall be made by certified or registered letter, postage prepaid, and a return receipt requested, addressed to the most recent address listed in university records. Within the same five (5) working days, the Assistant to the Chancellor or designee shall forward the written complaint to the Vice Chancellor for Academic and Student Affairs.

If at any step of these procedures (informal or formal) the Assistant to the Chancellor or designee makes a recommendation for a sanction against the Unit Member/Respondent that outlines potential disciplinary action, such recommendation shall be in writing and copies of that communication shall be provided to the Unit Member/Respondent and to the Equal Opportunity Review Panel. The Equal Opportunity Review Panel, after consultation with the Assistant to the Chancellor or designee, may adopt the recommendation (s) of the Assistant to the Chancellor or designee, or submit a separate recommendation to the Senior Vice Chancellor for Academic and Student Affairs within ten (10) working days.

#### **Equal Opportunity Review Panel**

The Equal Opportunity Review Panel will consist of five members: two Unit Members, two staff (administrative, managerial/professional and office/service), and one student. Panel members will be selected by the Senior Vice Chancellor for Academic and Student Affairs from a pool of six faculty

nominated by the Faculty Senate, six staff nominated by the Staff Advisory Council, and six students nominated by Student Government. Students must be currently enrolled in at least 6 credit hours (undergraduate and/or graduate) and in good academic standing.

The pool of names will be used until the beginning of the following academic year. If during the year, a nominated person becomes ineligible to be in the pool, the appropriate body, (i.e., Faculty Senate, Staff Advisory Council or Student Government) will nominate a replacement for that person in the pool. Selection of pool members and actual Panel members will be done in a manner that attempts to provide diversity. Should a member of the Panel identify himself/herself as having a conflict of interest, the Senior Vice Chancellor for Academic and Student Affairs shall select a different member from the pool of names so as to maintain the required representation.

### **Formal Investigation**

Upon receipt of the complaint, the Senior Vice Chancellor for Academic and Student Affairs shall have ten (10) working days in which to conclude whether or not this set of circumstances warrants additional investigation. The Senior Vice Chancellor for Academic and Student Affairs shall communicate his/her decision in writing to the complainant and the Unit Member/Respondent. If the Senior Vice Chancellor's conclusion is that no further action be taken, no further action shall be taken either by the university or the Unit Member/Respondent within the University System. If, on the other hand, the conclusion is that further investigation is warranted, it shall be in accord with and follow procedures detailed in the Bylaws of the Board of Regents, and the Collective Bargaining Agreement between the Board of Regents of the University of Nebraska and the UNO AAUP.

### **Guidelines/Clarification**

1. Accusations of prohibited discrimination are of utmost seriousness and should not be made casually or without cause. This policy shall not be used to bring frivolous or malicious charges against students, faculty, staff, administrators, visitors or other invitees, licensees, or university volunteers. The university reserves the right to take appropriate action against individuals who are determined to have brought frivolous or malicious charges. However, this provision shall not be construed in any manner that might unreasonably deter any person from bringing forth a concern. No person shall be retaliated against for exercising his/her rights under these procedures.
2. In cases of alleged harassment, the protections of the First Amendment must be considered if issues of speech or expression are involved. Free speech rights apply in the classroom and in all other education programs and activities of the university. In addition, First Amendment rights apply to the speech of students and faculty. (Federal Register/Vol. 62, No. 49, March 13, 1997)
3. When a student alleges prohibited discrimination by a Unit Member involving classroom instruction, course assignments, or other matters covered by the principle of academic freedom as expressed in Section 4.2 of the "Bylaws of the Board of Regents of the University of Nebraska," to the Assistant to the Chancellor for Diversity and Equal Opportunity, the Assistant to the Chancellor shall refer the matter to the Faculty Ombudsman. The Faculty Ombudsman shall then contact the Unit Member against whom the complaint was made to determine the facts of the case and report these to the Senior Vice Chancellor of Academic and Student Affairs.
4. Working days are those days that the university offices are scheduled to be open.
5. Time limits can be extended by the Assistant to the Chancellor if there are extenuating circumstances which must be documented and determined by the Assistant to the Chancellor to justify a delay.
6. Failure by University representatives to communicate the decision on a complaint within the specified time limits at any step of these procedures will not prejudice the complaint.

7. Failure by the complainant to pursue a complaint to the next step within the specified time limits at any step of the procedures, barring any extenuating circumstances which must be documented by the Assistant to the Chancellor to justify a delay, will be considered acceptance of the last decision rendered.
8. All documents, communications, and records dealing with a complaint and processing of a complaint (except for those materials allowed in personnel files by existing policies or agreements) will be kept confidential and secured in the Office of the Assistant to the Chancellor. The records will be retained for such time as may be legally required and/or deemed appropriate by the university; thereafter, all records will be destroyed.
9. All meetings and inquiries under this procedure will be conducted privately and will include only the parties specified in the procedure for that stage of the procedure.
10. If, as determined by the Panel, additional highly relevant facts that might alter the outcome of the decision are presented during the Panel's proceedings, a recess of reasonable length as determined the Panel may occur.
11. These are regarded as administrative, not legal procedures. However, in the formal stage(s) the complainant and/or the respondent has the right to legal representation in the form of an advisor at his/her own expense.
12. For hourly paid employees, time spent during scheduled working hours in meeting with the Assistant to the Chancellor or designee or in the formal steps of the procedure is treated as time worked for pay purposes.
13. For faculty respondents, any decision on the part of the Vice Chancellor that additional investigation is warranted that could lead to disciplinary action must be forwarded to the Professional Conduct Committee. (Such sanctions could include sensitivity training, formal or informal reprimands, and an oral or written apology.)
14. Inquiry panels will not include faculty members currently serving on the Professional Conduct or Academic Freedom and Tenure Committees.
15. Failure or lack of clarity of the audiotape will not compromise the proceedings. In order to avoid such circumstances, two separate recordings will be made.

## **Attachment B**

### **Parental Leave Policies**

The following Parental Leave Policies are intended to establish and clarify the leaves available to University faculty and staff in cases of pregnancy, childbirth, and adoption. The general purpose of these policies is to allow employees to balance their work and family life while preserving the legitimate interests of the University as an employer and the public served by the institution. Supervisors are expected to work cooperatively and supportively with employees in the arrangement of leave under these policies.

### **Medical Maternity Leave**

Under University policy, and as required by federal law, the time during which an employee or faculty member is unable to work because of a medical disability caused or contributed to by pregnancy, miscarriage, termination of pregnancy, childbirth and recovery there from will be covered by the provisions of the University's sick leave policy or by the provisions of the University's disability leave program depending on the category and associated leave eligibility of the affected faculty or staff member. Faculty and staff are therefore eligible for paid leave for such absences under the provisions of the applicable leave policy.

There shall be no stipulated medical maternity leave requirement either before or after childbirth. Leave requirements will vary depending upon each employee's individual circumstances; the advice of an attending physician or other licensed health care provider will normally determine the appropriate length of a leave. An eight-week total leave period for pre-partum and post-partum care and recovery, during which time the employee will be excused from all duties, will be considered normal; however, more or less leave time may be taken based upon individual health circumstances.

In order to assure continuity of instruction for students, a female faculty member will normally be excused from instructional duties during the semester or other instructional period that the medical maternity leave, or a majority of said leave, occurs.

The provisions of Section 3.4.3.3 of the *Bylaws of the Board of Regents* permitting an employee's paid leave to be reduced by the amount required to compensate a substitute shall not be exercised in cases of medical maternity leave.

### **Paternal Leave to Provide Care/Assistance to Mother and/or Child**

For those male employees who wish to take leave upon the birth of a child because the health of the employee's spouse or child requires the employee's presence or because such presence would be beneficial to the employee's spouse or child, up to five days paid leave may be taken chargeable to either sick leave or disability leave depending on the employee's appointment category.

The provisions of Section 3.4.3.3 of the *Bylaws of the Board of Regents* permitting an employee's paid leave to be reduced by the amount required to compensate a substitute shall not be exercised in cases of such paternal leave.

### **Adoption Leave**

While medical maternity leave is traditionally based upon, and is a response to, the birth mother's need to recover from the disability associated with pregnancy and birth, there is no medical disability associated with adoption. That is, since there is no impact to father or mother in the form of disability in the case of adoption; neither parent needs more recovery or preparation time than the other. Therefore, the paid leave granted to adoptive parents must be gender neutral. To do otherwise, places the University at risk of violating gender discrimination laws. This Adoption Leave Policy is a gender neutral policy designed to meet the requirements of Neb. Rev. Stat, Section 48-234, and is also designed to meet instances involving single parent adoption, whether that parent be male or female.

Upon commencement of the parent-child relationship by adoption of a child, a newly adoptive parent, who is the primary care giver for the adopted child, may take up to eight weeks paid leave to provide care and assistance to the child chargeable to either sick leave or disability leave depending on the employee's appointment category. Upon commencement of the parent-child relationship by adoption of a child, a newly adoptive parent, who is not the primary care giver for the adopted child, may take up to five days paid leave to provide assistance in the care of the child chargeable to either sick leave or disability leave depending on the employee's appointment category. For the purposes of this section, commencement of the parent-child relationship means the earlier of when the child is placed in the physical custody of the employee for the purposes of adoption or when the parent departs his or her home for the purposes of obtaining such physical custody of the child. Notwithstanding the foregoing, adoption leave shall not be available if the child being adopted is a special needs child over eighteen years of age, a child who is over eight years of age and is not a special needs child, a step child being adopted by his or her step parent, a foster child being adopted by his or her foster parent, or a child who was originally under a voluntary placement for purposes other than adoption without assistance from an attorney, physician, or other individual or agency which later results in a petition for the adoption of the child by person with whom the voluntary placement was made.

In order to assure continuity of instruction for students, a primary care giver adoptive parent with instructional duties will normally be excused from such duties during the semester or other instructional period that the adoption leave, or a majority of said leave, occurs.

The provisions of Section 3.4.3.3 of the *Bylaws of the Board of Regents* permitting an employee's paid leave to be reduced by the amount required to compensate a substitute shall not be exercised in cases of adoption leave.



#### Family/Medical Leave Act/Policy Coordination

Under the federal Family and Medical Leave Act (FMLA), and related University policy, eligible faculty and staff have a right to take up to twelve weeks leave for certain qualifying events, including the birth of an employee's child or the placement of a child through adoption and care of the child upon birth or placement through adoption. Any parental leaves taken pursuant to the foregoing parental leave policies are, by definition, related to qualifying events under the FMLA and will therefore be considered part of the twelve-week FMLA leave period. Specific rights and responsibilities of employees under the FMLA are addressed in the University of Nebraska Family/Medical Leaves of Absence Policy.

**Leave Request/Approval Procedures** In order to assure uniform and consistent administration of this policy, the specific terms of each parental leave will be subject to review and approval through a process to be established on each campus and set forth in a written policy statement approved by the campus Chancellor and the Associate Vice President for Business and Finance and Director of Human Resources.

**Reference:** BRUN, Minutes, 62, p. 47 (June 20, 1998) BRUN, Minutes, 63, p. 80 (September 29, 2000).

## Attachment C

# UNIVERSITY OF NEBRASKA POLICY ON OWNERSHIP OF INTELLECTUAL PROPERTY

## Introduction

**Central to the University of Nebraska’s mission is the creation, preservation, and dissemination of knowledge.**

The University of Nebraska is committed to providing an environment that supports the research, teaching, and service activities of its faculty, students, and staff. As a matter of principle and practice, the University encourages all members of the University community to publish their articles, books, and other forms of scholarly communication in order to share openly and fully their findings and knowledge with colleagues and the public. This Policy is intended to promote and encourage excellence and innovation in scholarly research and teaching by identifying and protecting the rights of the University, its faculty, staff, and students.

Patent and copyright ownership and their associated rights are concepts that are defined by federal law. This Policy and the University’s patent policies are structured within the context of those federal laws. The University’s patent policies have been in operation within the University for many years and are hereby incorporated into this Policy.

The long standing academic tradition that faculty own the copyright to academic, scholarly and educational works resulting from their research, teaching, and writing is the foundation of the copyright policy described in this document. Exceptions to this rule may result from contractual obligations, from employment obligations, from certain uses of University facilities, or by agreement governing access to certain University resources. This Policy is intended to clarify many of these situations.

As used in this Policy, “University” shall refer to the University of Nebraska or one of its campuses and shall include any organization of the University whose primary purpose is to facilitate technology transfer and commercialization of the University’s Intellectual Property. “Intellectual Property” shall include, but is not limited to patentable inventions, mask works, tangible research property, trademarks, and copyrightable works, including software.

**This Policy is included in the terms of employment of all University employees. Admission as a student at the University constitutes an agreement to abide by the terms of this Policy.**

### 1.0 General Policy Statement

The prompt and open dissemination of the results of research undertaken at the University of Nebraska and the free exchange of information among scholars are essential to the fulfillment of the University's obligations as an institution committed to excellence in research, education, and service. Matters of ownership, distribution, and commercial development nonetheless arise in the context of technology transfer, which is also an important aspect of the University's commitment to public service. The University of Nebraska as a public institution has a responsibility to recognize the State’s contribution of tax support for research and creative activity by devoting an appropriate share of the products of that research to the further benefit of

the University as a whole. The University must also recognize the intellectual contribution of Authors and Inventors, the need to provide incentives for enhanced intellectual activity, and the role such incentives play in recruiting and retaining creative individuals at the University.

“Author(s)” and/or “Inventor(s)” are defined herein as faculty, staff, and other persons employed by the University of Nebraska, whether full or part-time; visiting faculty and researchers; and any other persons, including students, who create or discover Intellectual Property using University resources, as those terms are subsequently defined.

## **2.0 Early Disclosure and Incentives for Creative Effort; Use of the University’s Name**

### **2.1 *Early disclosure and incentives to create***

This Policy is a framework to provide guidance in understanding the relationship between the University and those persons engaged in creative efforts at the University. In some instances, the result of the creative effort will be the property of the University, while in others some or all of these rights of ownership shall belong to the Author or Inventor. Where ownership rests with the University, the University will seek to recognize and provide incentives for those persons who make significant contributions to the University’s mission.

In some instances it may be difficult to foresee with certainty whether Intellectual Property created in a particular context is the property of the University or the employee. **In such instances, the employee is encouraged to disclose in writing the nature of any creative endeavor that has potential commercial applications as soon as possible to the employee’s immediate administrative supervisor. This disclosure will provide an opportunity to discuss incentives, seek any necessary interpretation of this Policy, and secure the University’s support for the creative endeavor.**

### **2.2 *Use of University’s name***

The University has an interest in how its name is used and an interest in protecting the value of that name. Individual Authors or Inventors cannot alone decide whether a project should be associated with the University’s name. An employee of the University may identify his or her affiliation with the University, but without prior written approval, may not otherwise suggest the University’s participation or endorsement of the conclusions of any study or research. Similarly, the University’s name may not be used, without prior written permission, in association with the sale or commercialization of the products of research by University employees. **Again, early written disclosure will facilitate agreement between interested parties.**

## **3.0 Ownership of Intellectual Property; General Provisions**

### **3.1 *Applicable to all technologies and media***

The issue of ownership of Intellectual Property resulting from activities of University employees arises in a number of different contexts involving a variety of creative works. Increasingly, University employees utilize new technologies and media to create new inventions, to improve the educational process, and to enhance the delivery and exchange of information. This Policy is intended to apply to all creative works, except patentable subject matter, regardless of the media in which they are distributed or the nature of their technological manifestation, now known or later developed.

### **3.2 *Patent policies not affected***

Notwithstanding anything otherwise stated in this Policy, ownership of patents shall be determined in accordance with University patent policies in Section 3.10 of the *Bylaws of the Board of Regents of the University of Nebraska* and Regents Policy 3.2.7, or as those patent policies may from time to time be amended.

It is essential, however, that Authors and/or Inventors understand that early publication of their patentable research results without notification to the University can compromise the University's patent rights in the research, and by implication, the Authors' and/or Inventors' royalty interest therein. Therefore, if an Author or Inventor wishes to publish research results which involve patentable subject matter, the Author or Inventor should first submit a patent disclosure to the University patent administrator and also disclose the existence of the pending publication so as to allow for the appropriate filings to preserve the University's patent rights.

### 3.3 **Residual Authors' or Inventors' rights**

Notwithstanding the University's ownership of any particular Intellectual Property, the University shall not engage in any activity which unreasonably interferes with an Author's or Inventor's ability to continue the creative process. Therefore, except in such instances where the University can show that its interests will be significantly compromised, an Author or Inventor, while still in the employ of the University, shall be permitted to make revisions to and develop new works based upon the original creation. Except to the extent that an Author or Inventor may have a right to receive income based upon royalties or other fees generated from a work, this Policy provides no portability of other rights to University-owned Intellectual Property should the employment relationship between the University and the Author or Inventor terminate. However, in many cases it may prove possible for the University to grant a royalty-free license or an appropriate royalty-bearing license to the Author or Inventor to continue to use the techniques or other aspects of a creative work, even when the Author or Inventor is no longer employed by the University.

#### Comment

When a faculty member leaves the employment of the University, the University will continue to honor the terms of any agreement it has with the faculty member regarding University-owned Intellectual Property. For example, the University may agree to pay a faculty member a royalty for the development of a University-owned distance-learning program. If the faculty member leaves, the University will continue to pay in accordance with the agreement with the faculty member. The faculty member may not, however, take other rights of ownership in the Intellectual Property, unless it is agreed to by separate written license agreement between the faculty member and the University.

### 3.4 ***Classification of creative works***

The ownership of Intellectual Property created by a University employee is determined by the nature of the activity resulting in the Intellectual Property. Under this Policy, Intellectual Property not governed by Section 3.2 (Patent Policy) is classified as either:

- (a) an Independent Work governed by Section 4.0;
- (b) a University Supported Work governed by Section 5.0;
- (c) an Institutional Work governed by Section 6.0; or
- (d) a Contractual Work governed by Section 7.0.

The ownership of Intellectual Property produced by non-employees, including students, arising out of activities associated with the University is governed by Sections 8.0 and 9.0 of this Policy.

#### Comment

The intent of this section is to categorize all works which may contain Intellectual Property rights into one of the listed categories and to allocate the Intellectual Property rights accordingly. Thus any work must be in only one category. It should be understood that the determination of whether a work is an Independent Work, a University Supported Work, or an Institutional Work depends on the context in which the work is created. Any of these works may be transformed into a Contractual Work by an agreement between the University and the Author or Inventor.

## 4.0 **Independent Works**

### 4.1 *Independent Works Defined; Ownership*

An Independent Work is a work that is not:

- (a) a University Supported Work, pursuant to Section 5.0;
- (b) an Institutional Work, pursuant to Section 6.0; or
- (c) a Contractual Work, pursuant to Section 7.0.

**A University employee as the Author or Inventor of an Independent Work owns the Intellectual Property rights in that work.**

#### Comment

It is the policy of the University of Nebraska that faculty shall own all rights to materials prepared and developed at their own initiative, without the use of any University resources, and not pursuant to an approved agreement. The University does not claim ownership of books, articles and other scholarly publications, or to popular novels, poems, musical compositions, or other works of artistic imagination that are created by the personal effort of faculty, staff and students and which do not make use of University resources.

## 5.0 **University Supported Works**

### 5.1 *University Supported Work defined*

A University Supported Work is a creative work developed in whole or in part with the customary use of University resources. "University resources" means all tangible resources provided by the University of Nebraska to Authors or Inventors, including salary, office, lab, studio space and equipment; computer hardware, software, and support; secretarial service; research, teaching, and lab assistants; supplies; utilities; funding for research and teaching activities; travel; and other funding or reimbursement.

### 5.2 *Ownership of University Supported Works that do not involve use of substantial University resources*

By long-standing tradition and the contemporary need to remain competitive in recruiting and retaining a creative faculty, **the faculty own the copyright and other rights associated with Traditional Works of Scholarship.** "Traditional Works of Scholarship" are defined as works reflecting research or creativity which, within the University, are considered as evidence of

professional advancement or accomplishment. Such works result from scholarly endeavors, and include instructional materials, journal articles, research bulletins, monographs, books, plays, poems, and artistic works, and do not involve substantial use of University resources as described in Section 5.3 of this Policy. Accordingly, except for (1) University Supported Works involving use of substantial University resources, and (2) patents, patentable subject matter, trade secrets and commercially viable discoveries and inventions governed by the patent policies described in Section 3.2 of this Policy, the faculty member shall own the **copyright and have the right to register the same and to receive royalties or other income from a University Supported Work**, including books, films, cassettes, CDs, software, works of art, or other material. However, such ownership and rights are subject to the requirements of Section 3.11 of the *Bylaws of the Board of Regents of the University of Nebraska* prohibiting a faculty member from having a financial interest in or receiving compensation from the sale of educational materials used by students of the University, except royalties on books or other educational material from publishing houses of standing.<sup>1</sup> In addition, the following specific rules apply to University Supported Works for which the faculty member owns the copyright:

- (a) *Research Materials.* Materials such as lab notebooks and research files shall remain the property of the individual responsible for directing the project, except when agreements governing Contractual Works described in Section 7.0 require otherwise. However, should such an individual depart the employ of the University or otherwise terminate responsibility for directing the project, he or she shall provide the University with such copies of the research material as may be reasonable in order that the University may protect its rights in any Intellectual Property as well as that of the departing Author's or Inventor's colleagues.
- (b) *Instructional Materials.* "Instructional Materials" are other than Institutional Works, the primary use of which is for the instruction of students. Such works include textbooks, syllabi, lectures, lecture notes, and study guides. Instructional Materials developed by a faculty member in the process of delivering a course of instruction to students shall be the property of the faculty member. However, in the absence of a specific written agreement, and with the exception of books or other educational materials covered by Section 3.11 of the *Bylaws of the Board of Regents*, no royalty, rent or other consideration shall be paid to a faculty member when Instructional Materials are used at the University. Should the Author of Instructional Materials depart the employ of the University, he or she will provide the University with copies of the Instructional Materials (not including lecture notes) and shall grant the University a non-exclusive, royalty free license thereto, when it is determined by the University that such Instructional Materials are necessary to carry out the educational programs of the University. Recordings of lectures shall be the property of the faculty lecturer, unless the recording is an Institutional Work or a University Supported Work Involving use of substantial University resources.

### 5.3 ***Ownership of University Supported Works involving use of substantial University resources***

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Section 3.11 of the *Bylaws of the Board of Regents* states:

No member of the University staff shall have any financial interest in or receive any compensation from the sale of books, pamphlets, other educational material, or supplies used by students at the University, except royalties on books or other educational material from publishing houses of standing, when copyright has been secured or when otherwise provided by agreement with the University for University-sponsored education materials. Except as to those works that are University-sponsored "made for hire" educational materials, the University shall claim no right of ownership of such copyright or such royalties. It shall be the policy of the University to encourage publication of textbooks, if there is no exploitation of University students resulting therefrom.

- (a) Notwithstanding Section 5.2, in circumstances in which use of substantial University resources is involved in the creation of a work, the University shall own the work, including the right to obtain a copyright and the right to royalties or other income. Circumstances involving use of substantial University resources include:
- (1) substantial University financial, staff, or other assistance;
  - (2) extensive use of special or rare University holdings, such as museum collections;
  - (3) significant use of voice or image of students or staff in a product (other than the author or inventor), or substantial creative contribution by staff or students to the preparation of a work or product; or
  - (4) use of the name or insignia of the University or any of its units (other than for purposes of identification of individual faculty members) to identify or to promote the distribution of a work or product, or other identification or promotion that implies the approval or endorsement by the University or one of its units.

#### Comment

The references in subparagraph (1) to “substantial University financial staff or other assistance” and in subparagraph (2) to “special or rare University holdings, such as museum collections” mean the use of University funds, facilities, equipment, or other resources **significantly in excess of the norm for educational and research purposes in the department or unit in which the creator holds his or her primary appointment**. The University does not regard the provision of an employee’s salary, office, usual library resources, usual facilities and equipment, and office staff, or personal computers as constituting “substantial use of University resources” **unless such resources were made available specifically to support the development of a work to be owned or acquired by the University or was previously designated by the University as a substantial University resource**. The reference in subparagraph to (3) to “substantial creative contribution by staff and students” means providing original ideas or new techniques that are essential to the creation of the product or significantly improve its value. For example, devising a new way to test one of the major hypotheses in a study would normally count as such a contribution, but providing ordinary research assistance or conducting standard data analysis would not.

- (b) When the responsible Dean or Director determines that any of the circumstances involving use of substantial University resources described above in subparagraph (a) of this Section 5.3 obtain, the University will accord to the Author a non-exclusive, royalty free license to use the work for non-commercial purposes. Further, and in keeping with the University’s strong desire to promote creative efforts, the University will negotiate in good faith with the Author to determine the extent to which the Author should share in the rights to royalties or other “ownership” rights to such work.

#### Comment

The allocation of rights for University Supported Works in Section 5.0 is modeled after the policy of Harvard University. It attempts to distinguish between traditional works of scholarship for which faculty members hold the copyright and those works created with substantial University involvement. Where the University is involved to a greater extent than ordinarily prevails, the

University should be entitled to share in the economic returns of resulting works and to receive reimbursement for its additional costs. It is recognized that the determination of whether a particular project involved substantial university involvement may not always be clear. In such circumstances it is important that the faculty member make early disclosure to the Dean or Director and that, if an interpretation of this policy is required, the procedures adopted in Section 13.0 be initiated.

## 6.0 Institutional Works

### 6.1 *Institutional Works defined*

An Institutional Work is a work created at the specific instigation of the University and under the specific direction of the University, by a person acting within the scope of his or her University employment. Institutional Works are often referred to in copyright law as works-made-for-hire. A creative work produced on the initiative of a faculty member pursuant only to the general obligation of faculty members to engage in research or creative activity is not an Institutional Work, but may be a University Supported Work **involving use of substantial University resources** as described in Section 5.3 of this Policy or a Contractual Work as defined and described in Section 7.0 of this Policy. However, Institutional Works may include creative works generated within a specific project initiated by the University. Institutional Works also include committee minutes, internal memoranda, business files, personnel files and other business records created in the ordinary course of the general administration of the University.

#### Comment

Institutional Works are works that are created at the initiative of the University. In addition to works related to the general administration of the University, such as committee reports, minutes, and business files, an Institutional Work may include more traditional creative works. For example, the products of a University initiated program in distance learning where an employee or numerous employees are assigned the specific task of creating instructional content would be Institutional Works.

### 6.2 *Ownership of Institutional Works*

**The University owns all rights to Institutional Works.** However, in keeping with the University's strong desire to promote creative efforts, the University may determine that the Author or Inventor should share in the rights to royalties and other rights in Institutional Works discussed in this Policy. **The Author or Inventor should engage in early written disclosure to the University of the potential for any valuable Intellectual Property rights associated with Institutional Works in order to facilitate agreement regarding such shared rights. Failure to do so will be an important factor in assessing whether the Author or Inventor is entitled to share in any financial returns from the work.**

## 7.0 Contractual Works (Sponsored Research)



**Ownership of the Intellectual Property rights in creative works developed in the course of or pursuant to a sponsored research program or other contractual arrangement will be determined according to the terms of such program or contract, provided that the program or contract was approved by the University.** If the program or contract does not provide for the allocation of Intellectual Property rights, such rights will be determined by the other provisions of this Policy. Notwithstanding other provisions of this policy, the University may elect to enter into a contract with an individual employee regarding the creation of specific intellectual property.

#### Comment

University personnel and visitors should contact the office on their campus responsible for sponsored programs for information or assistance regarding drafting or interpretation of research contract terms. The terms of such sponsored research agreements apply not only to inventions made by faculty and staff, but also to those made by students and visitors, whether or not paid by the University, who participate in performing research supported by such agreements. **Care should be taken to assure that any contract for sponsored research is approved and signed by a University administrative officer having proper Authority to approve and sign such a contract on behalf of the University.**

Patents: Research contracts sponsored by the Federal Government are subject to statutes and regulations under which the University acquires title to inventions conceived or first reduced to practice in the performance of the research. The University's ownership is often subject to a non-exclusive license or grant of other rights to the government and the requirement that the University retain title and take effective steps to develop the practical applications of the invention by licensing and other means.

Contracts with outside research sponsors are negotiated on a case-by-case basis with ownership and other rights to the discovery of any patentable invention determined in the course of the negotiations.

Copyright: Normally, research contracts sponsored by the Federal Government provide the government with specified rights in copyrightable material developed in the performance of the research. These rights may sometimes place title to such material exclusively in the government, but more often consist of a royalty-free license to the government with title vesting in the University.

When a work is created under the terms of a sponsored research agreement, Authors of copyrightable works should be aware that there may be contractual terms relating to the form of the research report, advance notice to the sponsor before publication, and other limitations or obligations.

## 8.0 **Ownership of Works Produced by Non-employees**

According to federal law, copyright of commissioned works of non-employees is owned by the Author and not by the commissioning party, unless there is a written agreement to the contrary. All University personnel are cautioned to ensure that independent contractors agree in

writing that ownership of commissioned work is assigned to the University, except where special circumstances apply and it is mutually agreed that the Author will retain ownership.

## 9.0 **Ownership of Copyrights in Theses, Dissertations and Other Student Works**

The ownership of copyrights in student works is governed as follows:

### 9.1 ***Theses, Dissertations and Other Student Works***

Students will own the copyrights to their theses, dissertations, and other student works; however, a student must, as a condition to a degree award, grant royalty-free non-exclusive permission to the University to store copies of such works for archival purposes and to reproduce and publicly distribute copies of his or her thesis or dissertation within the University education and research missions; provided however, that should the student identify any legitimate proprietary interest the student may have in the work, or should the University determine that it has an ownership interest in any patentable or otherwise protectable Intellectual Property interest in the work, the University shall then delay any public access to the work for up to one year following the presentation of the work, in order for the student to consult with the University regarding the protection of the proprietary interest. Copyright ownership of theses or dissertations generated by research that is performed in whole or in part by a student with the support of a sponsor or grant shall be determined in accordance with the terms of the sponsored research or grant agreement, or in the absence of such terms, the copyright shall be owned by the University.

### 9.2 ***Software, Patentable Subject Matter and Non-Copyright Intellectual Property***

Software, patentable subject matter, and other Intellectual Property (other than copyright as described in Section 9.1 and Section 9.3 of the Policy) contained or disclosed in theses, dissertations and other student works shall be subject to and governed by the policies that apply to University employees.

### 9.3 ***Student Writings Other Than Theses or Dissertations***

Students shall own the copyrights to all student writings not commonly referred to as theses or dissertations and to other creative expressions required in the course of class assignments. The University shall retain the right to keep original examination scripts and to possess a copy or record of other student works for purposes of assigning grades, maintaining archival materials, and record keeping.

#### Comment

In cases where a dissertation or thesis contains patentable or otherwise protectable subject matter belonging to the University, the students and faculty involved with the project have a duty to disclose the existence of the thesis or dissertation to the University office responsible for patent matters. The students and/or faculty members should also contact the campus Dean for Graduate Studies regarding the shelving of the thesis or dissertation with the University's Library. The campus Dean can provide for the secured storage of the thesis or dissertation for up to one year so as to preserve the patent or other rights of the University in the subject matter of the thesis or dissertation.

## **10.0 Intellectual Property Rights for Multiple Creating Parties**

Due to the nature of current research practices and multi-media creations, it is common for more than one individual to claim part of the recognition as Author or Inventor for a particular creation. In such instances, participating Authors or Inventors are strongly encouraged to define their respective rights to the creation in a written agreement, signed by all of the contributing parties. Misunderstandings between the contributing parties can be avoided if such agreements are entered into as early as is practicably possible. Should the co-Authors or co-Inventors fail to so agree in writing, it is presumed that any benefits to be shared by them shall be shared equally.

## **11.0 Ownership of Trade and Service Marks**

Ownership of trademarks shall be governed by the provisions of this Policy. Thus, trademarks that are Independent Works will be owned by the Author; trademarks that are Institutional Works will be owned by the University; ownership of trademarks that are University Supported Works will be determined by the provisions of Section 5.0 of this Policy; and ownership of trademarks that are Contractual Works will be determined by the provisions of Section 7.0 of this Policy. Note however, that the University owns many valuable trade and service marks, most of which are registered with the appropriate state or federal agencies. Any trade or service marks derived from or based upon University-owned marks shall belong to the University.

## **12.0 Assignment of Property Rights by the University**

The University may assign to the Author or Inventor any rights of ownership it may acquire pursuant to this Policy.

## **13.0 Resolution of Ambiguities and Policy Interpretation**

Should any issue arise regarding interpretation of this Policy, for example, whether Use of Substantial University resources has occurred or will occur, the issue shall be referred to the Author's or Inventor's Dean, Director, or similarly situated administrator. After reviewing the relevant facts, such administrator shall recommend a resolution to the Vice Chancellor responsible for research, sponsored programs and technology transfer (e.g. Vice Chancellor for Research or Vice Chancellor for Academic Affairs). Any campus may establish a committee of peers to review the facts and circumstances surrounding any particular interpretation of this Policy and make recommendations to the Vice Chancellor. The Chancellor will make the final decision on all interpretations under this Policy, based on the recommendation of the Vice Chancellor. The Chancellor's decision will be final with respect to the University.

## **14.0 Supplemental Income from Commercial Applications**

This Policy on ownership rights in no way alters the ability of an Author or Inventor to receive supplementary income from the University under any separate policy, as a result of the commercial application of Intellectual Property created by the Author or Inventor .

## 15.0 **Review of Policy**

This policy will be reviewed periodically and revised as deemed necessary to accommodate new technologies and to incorporate changes warranted by experience with its administration.

**Appendix I**

University of Nebraska at Omaha  
GRIEVANCE FORM - AAUP BARGAINING UNIT

Filing of Grievance, Step One

Name: \_\_\_\_\_

Date: \_\_\_\_\_

College: \_\_\_\_\_

Department: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address to which mailings pertaining to this grievance shall be sent:

\_\_\_\_\_  
\_\_\_\_\_

Provision(s) of Agreement violated: Article(s) \_\_\_\_\_ Section(s) \_\_\_\_\_

Statement of grievance (include date of acts or omissions complained of):

Remedy sought

I will be represented in this grievance by: (check one)

UNO AAUP \_\_\_\_\_ Legal Counsel \_\_\_\_\_ I will represent myself \_\_\_\_\_

I understand that the Board shall be freed from the obligation to entertain or proceed further with this grievance if the acts or omissions complained of herein are or become the subject of any other administrative or judicial proceeding as specified in section 5.7.3 of this Agreement.

\_\_\_\_\_  
Signature of Grievant

**Appendix II**

University of Nebraska at Omaha  
GRIEVANCE FORM - AAUP BARGAINING UNIT

Step Two, Request for Review of Step One Decision

Date: \_\_\_\_\_

I hereby request that the Chancellor or his/her designee review the attached decision made in connection with the attached grievance form and grievance because:

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I received the decision on \_\_\_\_\_, and filed this request

for review with the Chancellor's Office on \_\_\_\_\_, by (check one) mail (certified or registered; restricted delivery; return receipt requested) \_\_\_\_\_; personal delivery \_\_\_\_\_.

\_\_\_\_\_  
Signature of Grievant

**Appendix III**

University of Nebraska at Omaha  
GRIEVANCE FORM - AAUP BARGAINING UNIT

Step Three, Request for Review of Step Two Decision

Date: \_\_\_\_\_

I hereby request that the Board of Regents or its designee review the attached decision made in connection with the attached grievance form and grievance because:

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I received the decision on \_\_\_\_\_, and filed this request for review with the Corporation Secretary of the Board of Regents on \_\_\_\_\_, by (check one) mail (certified or registered; restricted delivery; return receipt requested) \_\_\_\_\_; personal delivery \_\_\_\_\_.

\_\_\_\_\_  
Signature of Grievant

**Appendix IV  
University of Nebraska at Omaha  
Faculty Request for Family/Medical Leave**

\_\_\_\_\_  
Name

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

**A family/medical leave of absence is requested for the following reason(s):**

- Because of the birth of a child, to care for a newborn child, adoption of a child or foster care, to care for a family member with a serious health condition, employee's serious health condition which makes the employee unable to perform the functions of his/her job, or because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) or to care for a covered servicemember with a serious injury or illness. (See Section 3.9. 5.1 (a) for definition of family member.)**

- \_\_\_\_\_  
\_\_\_\_\_  
 **To address a serious health condition of the employee. Please explain.**

- \_\_\_\_\_  
 **To address maternal/paternal concerns associated with the birth of a child or the adoption of a child.**

- In association with a death in the immediate family. Please indicate the person's name and relationship.** \_\_\_\_\_

**The family/medical leave of absence shall begin on date)\_\_\_\_\_ and conclude on (date) \_\_\_\_\_. If the family/medical leave of absence is to be taken in conjunction with disability leave, vacation leave or funeral leave, please indicate the type of leave and the dates below:**

Type of Leave	Begin Date	End Date

**Additional Comments:**

\_\_\_\_\_  
Faculty/Staff Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Senior Vice Chancellor Signature

\_\_\_\_\_  
Date