

ARTICLE __ (8/4)

APPOINTMENT

[Markings indicate changes from BOT #7, 07/29/04]

__ .1 Policy.

(a) It shall be the policy of the University Administration to fill appointment vacancies with the best possible candidates. Therefore, consistent with its commitment to ensuring a qualified and diverse faculty and with the principles of shared governance, the University Administration, working with the faculty ~~through the deans and chairs~~, shall approve the standards, qualifications, and criteria ~~applicable to vacant position~~ used in recruitment and selection of new faculty.

(b) Appointments Reflecting the Board's Commitment to Tenure. The Board agrees that the ratio of total tenured and tenure-accruing appointments, in proportion to the total number of faculty appointments with instructional assignments in the University, shall increase during the term of this Agreement to reach at least 70%.

__ .2 ~~Vacancies. Procedure.~~

(a) The University Administration shall authorize advertisements for such appointment vacancies through appropriate professional channels. All vacancy advertisements shall include a ~~A~~ statement indicating that the salaries of University faculty are public record and that such information is available in the UNF library ~~will be included on the UNF vacancy announcement website.~~ The written material provided to candidates shall also include this statement.

(b) ~~When~~ Faculty Search Committees are shall be established, composed of faculty from the appropriate unit or units and any additional faculty needed to meet diversity requirements. Those committees shall receive applications, screen candidates, and make recommendations for these appointment vacancies under the established standards, qualifications, and criteria. University Administration welcomes applications from all qualified individuals.

(c) After the screening and interview process has been completed, the Faculty Search Committee shall recommend for possible appointment only the candidate or candidates they deem acceptable, and the appointment shall be made only from candidates on that final list. If the Faculty Search Committee finds more than one candidate acceptable, the Committee shall have the right to rank the candidates in their final list. If no candidate is found acceptable, then the Committee shall either consider additional candidates from the remaining pool of candidates or recommend that a new search be conducted.

(e d) ~~Prior to making a recommendation to hire a candidate to fill a bargaining unit vacancy, the Chair or the Director of the Library~~ If the hiring administrator does not follow the ranking order recommended by the Faculty Search Committee, he/she shall meet and discuss with the faculty members in the department /library to discuss the recommendations of the Faculty Search Committee and shall make the faculty's views known to the hiring administrator.

1 (d e) After receiving input from the faculty as specified above, the University
2 Administration shall make such appointments as it deems appropriate based upon the candidates'
3 qualifications and competencies and the approved standards and criteria.
4

5 3 Employment Contracts. All appointments shall be made on a University employment
6 contract signed by the President or designee and the faculty member. The University
7 employment contract shall contain the following elements:

8 (a) Date
9

10 (b) Classification title/rank and code
11

12 (c) Appointment status
13

14 (d) College and department, or other employment unit
15

16 (e) Length of the appointment
17

18 (f) Percent of full-time effort (FTE) assigned
19

20 (g) Salary rate
21

22 (h) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-
23 earning. If years of service at another institution are being credited towards tenure, a statement
24 setting out the number of years to be credited toward tenure or promotion shall be included.
25

26 (i) A statement informing the faculty member of his/her obligation to report all
27 compensated outside activity and any non-compensated activity that the faculty member should
28 reasonably perceive to be a conflict of interest.
29

30 (j) A statement of any special conditions of employment detailed in the letter of
31 offer. If a condition of employment outlined in the letter of offer is not reflected in the
32 employment contract, such special condition shall be operative, and the employment contract
33 shall be revised accordingly.
34

35 (k) A statement that the appointment is subject to the Constitution and laws of the
36 State of Florida and the United States, the rules of the University, and the provisions of ~~this~~ the
37 BOT-UFF Collective Bargaining Agreement.
38

39 (l) The following statement if the appointment is not subject to notice of non-
40 reappointment pursuant to Article __, Non-reappointment: "Your employment under this contract
41 will cease on the date indicated. No further notice of cessation of employment is required."
42

43 (m) The statement: "The ~~UNF~~ BOT-UFF Collective Bargaining Agreement (Article
44 __, Nondiscrimination) prohibits discrimination against any faculty member based upon race,
45 color, gender, religious creed, national origin, age, veteran status, disability, political affiliation,

1 marital status, or faculty rights related to union activity as granted under Chapter 447, Florida
 2 Statutes.” A claim of such discrimination against the University may be presented as a grievance
 3 pursuant to the provisions of ~~this Agreement~~ Article __, Grievance Procedure and Arbitration.”
 4

5 (n) A statement that the faculty member’s signature on the employment contract shall
 6 not be deemed a waiver of the right to process a grievance with respect to compliance with
 7 provisions of the Agreement.
 8

9 (o) A statement that the salaries of faculty members in the department and the salaries
 10 of faculty in the same rank are a matter of public record and are available for review in the
 11 department office and in the library.
 12

13 (p) The statement: “If you have not been provided with a copy of the BOT-UFF
 14 Collective Bargaining Agreement, notify your supervisor and you will be given one.”
 15

16 __4 Appointments.

17 (a) Salary Rate Calculation and Payment. The biweekly salary rate of faculty serving
 18 on twelve (12) month (calendar year) appointments shall be calculated by dividing the calendar
 19 year salary rate by the actual number of pay periods in the calendar year.
 20

21 (b) The nine (9) month (academic year) faculty contract shall ~~normally~~ be for thirty-
 22 nine (39) consecutive weeks and shall begin on the same date. However, the University
 23 Administration and the UFF recognize that ~~there are exceptions to this provision and agree that~~
 24 ~~the annual salary rate associated with such appointments shall be prorated across the~~
 25 ~~appointment period~~ the hiring date for a new faculty member may not always be able to
 26 correspond to the same date of appointments for current faculty members, but to the degree that
 27 they vary, the variance shall not be reflected in the total salary paid to the new faculty member.
 28 Summer appointment contracts may be offered, according to the provisions of Article 11,
 29 Summer Appointments.
 30

31 (c) Change in Appointments.

32 (1) Faculty members shall serve on either an academic year (9 month) or a
 33 calendar year (12 month) appointment.

34 (4 2) A faculty member serving on a calendar-year appointment may request an
 35 academic-year appointment, ~~or an annual leave accruing appointment, of less than twelve (12)~~
 36 ~~months but more than nine (9) months.~~ Similarly, a faculty member serving on an academic-
 37 year appointment may request a calendar-year appointment ~~or an annual leave accruing~~
 38 ~~appointment of less than twelve (12) months but more than nine (9) months.~~ The President or
 39 designee ~~will~~ shall carefully consider such requests. If the requested change ~~is~~ is denied, the
 40 President or designee shall provide written notice of the reasons for the denial.

41 (2 3) If approved by the President or representative, and assuming that the
 42 assigned responsibilities remain substantially the same, a faculty member’s base salary shall be
 43 adjusted by 81.8 percent when changing from a calendar-year to an academic-year appointment,
 44 or by 122.2 percent when changing from an academic-year to a calendar-year appointment. ~~For~~
 45 ~~a faculty member whose appointment was previously changed from an academic year to~~

1 calendar year appointment at a salary adjustment other than 122.2 percent, or from a calendar
2 year to academic year appointment at a salary adjustment other than 81.8 percent, the percent
3 which is the reciprocal of the percent previously used shall be used to make the salary
4 adjustment. For the purpose of calculating the base salary, any stipend must be eliminated
5 before salary adjustments are made.

6 (4) Faculty members who are entering the bargaining unit from
7 Administrative duties and who have had no previous bargaining unit salary to adjust back to as
8 described in Article .4(c)(3) will be paid a nine-month salary equal to the average of his/her
9 department colleagues who hold the same rank and are in the same discipline. Faculty members
10 who are returning to the bargaining unit after spending six consecutive years as an administrator
11 will also come back at a nine-month salary equal to the average of his/her department colleagues
12 who hold the same rank and are in the same discipline. All stipends will be removed upon the
13 faculty member's entrance into the bargaining unit.

14
15 .5 Visiting Appointments.

16 (a) Under normal circumstances, an individual is employed as visiting faculty
17 members for a period of only one year. A "visiting" appointment is one made to a person having
18 appropriate professional qualifications but not expected to be available for more than a limited
19 period, normally one year, or to a person in a position which the University Administration does
20 not expect to be available for more than a limited period.

21
22 (b) Visiting appointments may be extended past the normal one year period.
23 However, an individual ~~will~~ shall not be employed as a visiting faculty member more than ~~four~~
24 three (3) consecutive years.

25
26 (c) Before approving any request to appoint the employment of a visiting faculty
27 member to a second or third year, the Chair must consult with the faculty members in the
28 department and make the faculty's view on the extended appointment known to the hiring
29 administrator.

30
31 (d) A visiting faculty member may initially be offered a multi-year appointment for
32 no more than three academic or calendar years, provided that the Chair has consulted with the
33 faculty members in the department and made the faculty's views known to the hiring
34 administrator.

35
36 (e) Regardless of rank, no employee with a visiting appointment shall be given a
37 regular appointment without following the process required in Section .2 above.

38
39 .6 Part-time (Adjunct) Appointments. Part-time (adjunct) appointments are for one
40 academic term at a time and are ordinarily paid on a per course basis or, in cases of non-
41 instructional appointments, on a per hour basis.

42 (a) Part-time instructional employees (adjuncts) shall not be used in a way that would
43 disadvantage members of the bargaining unit in the appointment, assignment, summer
44 appointments, or evaluation process.

1 (b) The use of part-time ~~faculty~~ instructional employees (adjuncts) at the University
2 shall, upon the request of the UFF Chapter representatives, be a subject of consultation under the
3 provisions of Article ____.

4
5 ___.7 Multi-Year Appointments.—

6 (a) A multi-year appointment shall be offered for a period of two to five academic or
7 calendar years. ~~The criteria and procedures for an initial or continuing multi-year appointment~~
8 ~~shall be determined by the department or college offering the multi-year appointment.~~

9
10 (b) An initial or ~~continuing~~ successive multi-year appointment may be offered only
11 for the following:

12 (1) Instructors and Lecturers;

13 (2) Assistant Librarian, Associate Librarians, Librarians, Curators or
14 Counselor/Advisors; or

15 (3) Individuals who have ~~held the rank of full professor for at least five (5)~~
16 years at an institution of higher education officially retired from universities or other
17 organizations and who are at least 55 years of age.

18
19 **(b c)** Criteria and Procedures. ~~A~~ The criteria and procedures for an initial or successive
20 multi-year appointment may be offered to an eligible faculty member as determined by the
21 college or department through its bylaws shall be developed by a faculty committee in each
22 department offering multi-year appointments and maintained in the department's bylaws, as
23 follows:

24 (1) The criteria used to determine in which instances to offer a successive
25 appointment shall include consideration of the basis for the initial multi-year appointment,
26 annual evaluations of performance, professional growth, extent and currency of professional
27 qualifications, contribution to the mission of the department or program, staffing needs, and
28 continuing program considerations.

29 (2) These written criteria and procedures shall be implemented upon a two-
30 thirds approval of faculty eligible to vote in departmental governance. The vote shall be
31 implemented pursuant to departmental by-laws conducted by anonymous ballot.

32 (3) The faculty member shall be advised in the penultimate year of the
33 appointment that to be considered for a successive ~~fixed~~ multi-year appointment, the faculty
34 member must submit a request and written documentation to his/her Chair or supervisor,
35 pursuant to written procedures established by the appropriate department's bylaws. Prior to
36 making a recommendation on this issue, the Chair or the Director of the Library shall consult
37 with the faculty members in the department/library and shall make the faculty's views known to
38 the hiring administrator. The University Administration shall endeavor to notify the faculty
39 member in writing by July 1, but in no event later than the beginning of the final year of the
40 faculty member's current appointment, of its decision to offer or not offer a successive
41 appointment.

42
43 (d) Upon the faculty member's request, reappointed faculty who are eligible for a
44 multi-year appointment and who will have completed two consecutive years of employment in a
45 department shall be appointed to either a multi-year appointment or another annual appointment.

1
2 (e) Faculty members who are under multi-year contracts cannot be terminated during
3 the contract period except for just cause.

4
5 .8 Salary Equity Adjustments with New Appointments. Upon appointment of new faculty
6 in the rank of instructor, lecturer, or assistant professor, all faculty in the department in that
7 rank shall have their salary rates increased by an amount sufficient to ensure that their salaries
8 will be greater than the salary of any newly hired faculty in their rank with comparable or less
9 university experience.

10
11 ~~8 Overload Appointments.~~

12 ~~(a) An overload appointment involves work performed in excess of the faculty~~
13 ~~member's full-time appointment.~~

14
15 ~~(b) Overload appointments shall be offered equitably and as appropriate to qualified~~
16 ~~faculty members in sufficient time to allow voluntary acceptance or rejection.~~

17
18 ~~(c) A faculty member shall receive \$4,000 for a three-credit hour overload appointment.~~
19 ~~Overload compensation for appointments of other than three-credit hours shall be prorated~~
20 ~~accordingly.~~

21
22 ~~(d) Compensation for overload appointments shall be paid from OPS dollars, not Salary~~
23 ~~dollars.~~

24
25 ~~(e) No faculty member shall be required to accept an overload appointment.~~