

ARTICLE __ (8/4)

APPOINTMENT

[Markings indicate changes from BOT #9, 08/17/04, with bold being new changes]

__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 deans and chairs along with other members of the University administration, working with the faculty, shall approve the standards, qualifications, **competencies**, and criteria 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~~ **not go below** 70% during the term of this Agreement ~~to reach at least 70%.~~

__2 Procedure.

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

(b) Faculty Search Committees shall be established for all non-visiting appointments, not including the position classification of laboratory lecturer. These faculty search committees shall ~~include~~ be composed of faculty from the appropriate unit or units. The committees shall receive applications, screen candidates, and make recommendations for these appointment vacancies under the established standards, qualifications, **competencies**, and criteria. University Administration welcomes applications from all qualified individuals.

(c) Committee Recommendations for Appointment. After the screening and interview process has been completed, the faculty search committee shall recommend for possible appointment ~~those candidates~~ the candidate or candidates it deems most qualified, if any, in meeting the established standards, qualifications, **competencies**, and criteria.

(d) Hiring Administrator's Decision.

(1) Prior to making a recommendation to hire a candidate to fill a bargaining unit vacancy, the Chair or the Director of the Library shall meet 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.

(2) After receiving input from the faculty, the University Administration shall ~~make such appointments as~~ appoint the candidate it deems ~~appropriate~~ most qualified based upon the candidates' qualifications and competencies and the approved standards and criteria.

1 (3) If no candidate on the “short list” is found ~~acceptable sufficiently~~
2 qualified by the Faculty Search Committee, then the hiring administrator, after discussion with
3 the department, may ~~either~~ ask the Committee to consider additional candidates from the
4 remaining pool of candidates. ~~or recommend that a new search be conducted.~~
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6 ___.3 Employment Contracts. All appointments shall be made on a University employment
7 contract signed by the President or designee and the faculty member. The University
8 employment contract shall contain the following elements:

9 (a) Date

10 (b) Classification title/rank and code

11 (c) Appointment status

12 (d) College and department, or other employment unit

13 (e) Length of the appointment

14 (f) Percent of full-time effort (FTE) assigned

15 (g) Salary rate

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

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

22 (j) A statement of any special conditions of employment detailed in the letter of
23 offer. If a condition of employment outlined in the letter of offer is not reflected in the
24 employment contract, such special condition shall be operative and the employment contract
25 shall be revised accordingly.

26 (k) A statement that the appointment is subject to the Constitution and laws of the
27 State of Florida and the United States, the rules of the University, and the provisions of this
28 faculty collective bargaining Agreement.

29 (l) The following statement if the appointment is not subject to notice of non-
30 reappointment: “Your employment under this contract will cease on the date indicated. No
31 further notice of cessation of employment is required.”

32 (m) The statement: “The faculty collective bargaining agreement prohibits
33 discrimination against any faculty member based upon race, color, gender, religious creed,
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1 national origin, age, veteran status, disability, political affiliation, marital status, or faculty rights
2 related to union activity as granted under Chapter 447, Florida Statutes. A claim of such
3 discrimination against the University may be presented as a grievance pursuant to the provisions
4 of the Grievance and Arbitration article.”

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

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

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

16
17 4.4 Appointments.

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

21
22 (b) The academic year faculty contract shall normally be for thirty-nine (39)
23 consecutive weeks and shall begin on the same date. However, the University Administration
24 and the UFF recognize that there are exceptions to this provision and agree that the full
25 academic-year salary rate associated with such appointments shall be paid across the
26 appointment period.

27
28 (c) Change in Appointments.

29 (1) Faculty members shall serve on either an academic year or a calendar year
30 appointment.

31 (2) A faculty member serving on a calendar-year appointment may request an
32 academic-year appointment. Similarly, a faculty member serving on an academic-year
33 appointment may request a calendar-year appointment. The President or designee shall carefully
34 consider such requests. If the requested change is denied, the President or designee shall provide
35 written notice of the reasons for the denial.

36 (3) If approved by the President or representative, and assuming that the
37 assigned responsibilities remain substantially the same, a faculty member’s base salary shall be
38 adjusted by 81.8 percent when changing from a calendar-year to an academic-year appointment,
39 or by 122.2 percent when changing from an academic-year to a calendar-year appointment. For
40 the purpose of calculating the base salary, any stipend must be eliminated before salary
41 adjustments are made.

42 (4) **The University Administration shall establish a written policy, which**
43 **shall be available in the Office of Academic Affairs, for adjusting to an academic-year**
44 **salary the calendar-year salary of faculty members who are entering the bargaining unit from**

1 Administrative duties and who have had no previous bargaining unit salary to adjust back to as
2 described in Article .4(c)(3).

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4 .5 Visiting Appointments.

5 (a) A visiting appointment ~~is one~~ **shall be** made to a person having appropriate
6 professional qualifications. Under normal circumstances, the individual is employed as a visiting
7 faculty member for a period of only one academic year **or, in the rare exception, for one**
8 **semester or term.**

9
10 (b) Visiting appointments may be extended past the normal one-year period.
11 However, an individual ~~will~~ **shall** not **normally** be employed as a visiting faculty member more
12 than three consecutive years.

13
14 (c) Before approving any request to appoint the employment of a visiting faculty
15 member to ~~two or more~~ a second or third year ~~or to extend beyond the three consecutive years,~~
16 the Chair must consult with the faculty members in the department and make the faculty's view
17 on the extended appointment known to the hiring administrator.

18
19 (d) A visiting faculty member may initially be offered a multi-year appointment for
20 no more than three academic or calendar years, provided that the Chair has consulted with the
21 faculty members in the department and made the faculty's views known to the hiring
22 administrator.

23
24 (e) Regardless of rank, no faculty member with a visiting appointment shall be given
25 a regular appointment without following the search procedures set forth in this article.

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27 .6 Part-time (Adjunct) Appointments. Part-time (adjunct) appointments are for one
28 academic term at a time and are ordinarily paid on a per course basis or, in cases of non-
29 instructional appointments, on a per hour basis.

30 (a) **If the use of part-time, non-unit instructional faculty should affect the terms**
31 **and conditions of employment of bargaining-unit faculty, the University Administration**
32 **shall, upon UFF's request, enter into collective bargaining negotiations over the impact on**
33 **terms and conditions of employment.**

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35 (b) The use of part-time, non-unit, instructional faculty (adjuncts) at the University
36 shall, upon the request of the UFF Chapter representatives, be a subject of consultation under the
37 provisions of **the** Consultation article.

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39 .7 Multi-Year Appointments.-

40 (a) A multi-year appointment shall be offered for a period of two to five academic or
41 calendar years. ~~The deans and chairs, along with other members of the University~~
42 ~~Administration working with the faculty, shall approve the criteria and procedures for an~~
43 ~~initial or successive multi-year appointment.~~ **The criteria and procedures for initial multi-**
44 **year appointments shall be developed by the faculty in each department or college offering**
45 **multi-year appointments and maintained in its bylaws.**

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2 (b) An initial or successive multi-year appointment may be offered only for the
3 following:

- 4 (1) Instructors and Lecturers;
5 (2) Assistant Librarian, Associate Librarians, Librarians, Curators or
6 Counselor/Advisors; or
7 (3) Individuals who have held the rank of full professor for at least five (5)
8 years at an institution of higher education or individuals who have officially retired from
9 universities or other organizations who meet the required standards, qualifications,
10 **competencies**, and criteria.

11
12 (b c) Criteria and Procedures. The criteria and procedures for successive multi-year
13 appointment shall be **determined by the college or department developed by the faculty in**
14 **each department or college offering multi-year appointments and maintained** in its bylaws,
15 **as follows:**

16 (1) The criteria used to determine in which instances to offer a successive
17 appointment shall include consideration of the basis for the initial multi-year appointment,
18 annual evaluations of performance, professional growth, extent and currency of professional
19 qualifications, contribution to the mission of the department or program, staffing needs, funding
20 source alternatives, and continuing program considerations.

21 (2) These written criteria and procedures shall be implemented upon a two-
22 thirds approval of faculty eligible to vote in departmental governance. The vote shall be by
23 **paper ballot and** implemented pursuant to departmental **bylaws**.

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

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35 (d) Eligible faculty who have been offered a third consecutive year of employment
36 **may request shall be offered** a multi-year appointment commencing at the beginning of the
37 third year of employment.

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39 (e e) Faculty members who are under multi-year contracts cannot be terminated during
40 the contract period except for just cause or layoff.

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42 **__8 Salary Data Source for New Appointments. The University Administration shall**
43 **specify for each department/unit the salary data source used in establishing the salary**
44 **range for hiring new faculty by appropriate rank and credited years of service. If, for any**
45 **department/unit, the University Administration selects a different specified data source for**

1 **establishing salaries for new hires, the new data source must be applied equally to all new**
2 **hires in any single academic year.**
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4 .9 Salary Equity Adjustments with New Appointments. Upon appointment of new faculty
5 in the rank of instructor, lecturer, or assistant professor, all faculty in the department in that rank
6 shall have their salary rates increased by an amount sufficient to ensure that their salaries will be
7 greater than the salary of any newly hired faculty in their rank with comparable or less university
8 experience.