

**ARTICLE 8**  
**APPOINTMENT**

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4 8.1 Policy. The Board, working with the faculty of each department/unit shall  
5 determine standards, qualifications, and criteria so as to fill appointment vacancies in the  
6 bargaining unit with the best possible candidates. In furtherance of this aim:

7 (a) The Board shall, through the appropriate departments/units, advertise such  
8 appointment vacancies.

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10 (b) Committees composed of members of the faculty of the department/unit  
11 shall receive applications and screen candidates.

12  
13 (c) The Board, working together with the faculty of the department/unit, shall  
14 make such appointments as appropriate under the established standards, qualifications,  
15 and criteria, consistent with their commitment to implement programs, policies, and  
16 practices to facilitate the recruitment, appointment, and retention of a diverse faculty.

17  
18 8.2 Vacancies.

19 (a) Bargaining unit vacancies shall be advertised through appropriate  
20 professional channels unless a waiver of announcement has been approved by the  
21 President or representative in the event of exceptions caused by unanticipated and  
22 compelling circumstances (see "Waiver of Posting" in *The Guide for Hiring Officials and*  
23 *Search and Screening Committees*, 2005 edition). Faculty members of lower or  
24 equivalent ranks, relations of faculty members, retired faculty members, and faculty  
25 members who are local residents shall not be disqualified from consideration or otherwise  
26 disadvantaged in the hiring process.

27  
28 (b) Prior to any discussion or negotiation of the candidate's initial salary, the  
29 candidate for a new or vacant position shall be informed of the salaries of faculty  
30 members in the department/unit, or of salaries of faculty members employed by the  
31 University in the same job classification, as appropriate.

32  
33 (c) In all decisions to hire a candidate to fill a bargaining unit vacancy, the  
34 appropriate administrator(s) shall, whenever possible, act in accordance with the  
35 recommendations that have resulted from the review of candidates by faculty members in  
36 the affected departments/units.

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38 8.3 Commitment to developing and maintaining a tenured faculty.

39 (a) The Board agrees that it is in the best interests of the University, the  
40 faculty, and the students to maximize the ratio of full-time-equivalent tenured and tenure-  
41 accruing E&G appointments to the number of ~~non-tenure accruing E&G appointments~~  
42 full-time-equivalent students, ~~among those appointments including significant teaching~~  
43 ~~responsibilities. The University Administration shall provide information to the UFF on~~  
44 ~~the number of credit hours taught in the University, broken down by the position class~~  
45 ~~code of the instructor.~~  
46

~~\_\_\_\_\_ (b) \_\_\_\_\_ The University shall restore the ratio of full-time equivalent tenured and tenure-accruing faculty to full-time equivalent students in each college to no less than its value at the start of the Fall 2007 semester.~~

~~\_\_\_\_\_ (1) \_\_\_\_\_ The University shall hire no State funded non-tenure-accruing faculty members until this goal is achieved.~~

~~\_\_\_\_\_ (2) \_\_\_\_\_ The ratio shall be computed using the applicable data Annual FTE Enrollment by College, and the sum of the Professor, Associate Professor, and Assistant Professor columns of the table of Nine and Twelve Month State Funded Filled FTE Faculty Positions by School/College reported in the FSU Factbook.~~

~~\_\_\_\_\_ (3) \_\_\_\_\_ This goal shall be accomplished through hiring tenured or tenure-accruing faculty members. Faculty members currently in non-tenure-accruing positions may apply for tenure-accruing positions.~~

~~\_\_\_\_\_ (4) \_\_\_\_\_ The President shall develop plans to increase this ratio further as a high priority.~~

8.4 Employment Contract. All appointments shall be made on a University employment contract and signed by the Board or representative and the faculty member. The employment contract may include informational addenda reflecting special terms and conditions agreed to between the parties, except that such addenda may not abridge the faculty member's rights or benefits provided in this Agreement. All appointments for faculty members appointed for the entire academic year shall begin on the same date. The University employment contract shall contain the following elements:

- (a) Date(s) executed;
- (b) Professional Classification System title, class code, rank, and appointment status;
- (c) Department, program, college, or other employment unit;
- (d) The starting and ending dates of the appointment;
- (e) A statement that the position is (1) tenured, (2) ~~non-tenure-earning, or (3) tenure-earning~~ (specifying prior service in another institution to be credited toward tenure), ~~or (3) continuing multi-year (CMYA, as defined in 8.6), or (4) other non-tenure-earning; non-tenure earning.~~
- (f) The following statement, if the appointment is not subject to the notice provisions of Article 12: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.";
- (g) Percent of full-time employment ("FTE") assigned;
- (h) Salary rate;
- (i) Principal place of employment;

1 (j) Special conditions of employment;

2

3 (k) A statement that the appointment is subject to the Constitution and laws of  
4 the State of Florida and the United States, the rules of the Board and this Agreement;

5

6 (l) The statement: “The BOT-UFF Collective Bargaining Agreement (Article  
7 6) provides that personnel decisions shall be based solely on job-related criteria and  
8 performance, and prohibits discrimination or harassment against any faculty member.  
9 Claims against the Board, charging such discrimination, may be presented as grievances  
10 pursuant to Article 20, Grievance Procedure and Arbitration”;

11

12 (m) A statement informing the faculty member of the obligation to report  
13 outside activity and conflict of interest under the provisions of Article 19 of the  
14 Collective Bargaining Agreement;

15

16 (n) A statement that the faculty member’s signature on the standard  
17 employment contract shall not be deemed a waiver of the right to process a grievance  
18 with respect thereto in compliance with Article 20, Grievance Procedure and Arbitration;

19

20 (o) The statement: “A copy of the BOT-UFF Collective Bargaining  
21 Agreement will be provided to you.”

22

23 ~~\_\_\_\_\_ (p) \_\_\_\_\_ The following statement, if the appointment has been approved by the~~  
24 ~~faculty of the academic department/unit for use of the honorific title containing the word~~  
25 ~~“professor”, as outlined by the criteria and procedures specified in Appendix K of this~~  
26 ~~Agreement: “Honorific Title: (Assistant/Associate/Full) (Teaching/Research) Professor~~  
27 ~~as approved by department faculty.”~~

28

29 8.5 Appointments.

30 (a) Change in Appointments.

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32 (1) A faculty member serving on a calendar year appointment may  
33 request an academic year appointment, or an annual leave-accruing appointment of less  
34 than twelve (12) months but more than nine (9) months. Similarly, a faculty member  
35 serving on an academic-year appointment may request a calendar-year appointment or an  
36 annual-leave-accruing appointment of less than twelve (12) months but more than nine  
37 (9) months. The President or representative shall carefully consider such requests,  
38 although staffing considerations and other relevant University needs may prevent a  
39 request being granted.

39

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

1 salary adjustment other than 81.8 percent, the percent which is the reciprocal of the  
2 percent previously used shall be used to make the salary adjustment.

3 (3) Upon approval of a change from a calendar-year appointment to an  
4 annual-leave-accruing appointment of less than twelve (12) months but more than nine  
5 (9) months, the faculty member's salary shall be adjusted to a percent of the calendar-  
6 year base salary that is mathematically proportionate.

7 (4) Under special circumstances the FTE or the duration of the  
8 appointment may be altered at the request of the faculty member by written agreement  
9 between the appropriate administrator and the faculty member.

10 a. The reduction in FTE shall reflect a tangible reduction in  
11 assigned duties for one or more elements of the faculty member's assignment (e.g.,  
12 teaching, research, and service) as specified in Article 9.

13 b. The written agreement between the faculty member and the  
14 appropriate administrator will contain the duration of time for which the alteration will  
15 take place.

16 c. If a faculty member in a tenure-earning appointment  
17 receives a reduction in FTE or term of appointment, the time credited toward tenure for  
18 the term of the reduced appointment shall be adjusted appropriately.

19  
20 (b) Summer Appointments.

21 (1) Policy.

22 a. The normal nine (9)-month (academic year) faculty  
23 contract shall be for thirty-nine (39) consecutive weeks and a supplemental summer  
24 contract may be offered for all or part of the remaining year.

25 b. The faculty of each department/unit shall develop written  
26 criteria and a rotation policy for offering supplemental summer appointments in a fair and  
27 equitable manner. The criteria and rotation policy shall be posted in each  
28 department/unit.

29 c. The decision about which courses to offer will be based on  
30 programmatic needs, student demand, and budget availability.

31 d. Supplemental summer appointments shall be offered  
32 equitably and as appropriate to qualified faculty members, not later than five weeks prior  
33 to the beginning of the appointment, if practicable, in accordance with written criteria.

34 e. A faculty member who obtains his or her own summer  
35 employment (e.g., a research grant or other award) shall not be omitted from the  
36 consideration for subsequent supplemental appointments because of such employment.

37 f. Supplemental summer assignments shall be offered to  
38 qualified faculty members before anyone who is not a faculty member.

39 (2) Compensation. A faculty member shall normally receive  
40 approximately the same total compensation, up to a capped amount of \$8,000 per course,  
41 for teaching a course during a supplemental summer appointment as the faculty member  
42 received for teaching the same course, or a course similar in credit hours, size, and  
43 content, during the academic year, regardless of the length of the supplemental summer  
44 appointment. For example, if a 9 month faculty member was paid at 25% for teaching a  
45 three-hour course in the Fall or Spring term, then the faculty member shall receive 12.5%  
46 of the faculty member's base salary for teaching one 3-hour course, 16.7% for teaching

1 one 4-hour course, and pay for other courses shall be prorated accordingly. However,  
2 other factors, such as budgetary considerations, student demands, and curricular needs,  
3 may be considered for establishing summer compensation amounts.  
4

5 (c) Dual Compensation Appointments. Dual compensation is defined as  
6 compensation from the University for any duties (including work activities previously  
7 designated as overload) in excess of a full appointment (1.0 FTE). Dual compensation  
8 appointments within the University shall be offered equitably and as appropriate to  
9 qualified faculty members in sufficient time to allow voluntary acceptance or rejection.

10 (1) Duties and responsibilities assigned by the University to a faculty  
11 member that are in addition to the available established FTE for the position shall be  
12 compensated through OPS, not Salary.

13 (2) Duties and responsibilities assigned by the University to a faculty  
14 member that do not exceed the available established FTE for the position shall be  
15 compensated through the payment of Salary, not OPS.

16 (3) No faculty member shall be required to accept a dual compensation  
17 appointment. Dual compensation appointments shall be offered to qualified faculty  
18 members before anyone who is not a faculty member.  
19

20 (d) Visiting Appointments. A “visiting” appointment is one made to a person  
21 having appropriate professional qualifications but not expected to be available for more  
22 than a limited period, or to a person in a position which the University Administration  
23 does not expect to be available for more than a limited period, or to a person who was  
24 selected for a regular appointment according to the process specified in Section 8.2 but  
25 could not immediately be appointed to the position for which she or he was selected. A  
26 visiting appointment may be offered in single year contracts not to exceed a total of three  
27 (3) consecutive years, except in rare cases. No faculty member with a visiting  
28 appointment shall be given a regular appointment without having been selected for the  
29 position according to the process specified in Section 8.2.  
30

31 (e) Adjunct Appointments. Adjuncts shall be employed only when faculty are  
32 not available for assignment. Such appointment is for one academic term at a time and is  
33 ordinarily paid on a per course basis or, in cases of non-instructional appointments, on a  
34 per activity basis. Adjunct appointments may not be for more than 50% of the time  
35 throughout an academic year or full-time for more than twenty-six weeks of an academic  
36 year. The use of adjuncts shall, upon the request of the UFF Chapter representatives, be a  
37 subject of consultation under the provisions of Article 2.  
38

39 8.6 — Continuing Multi-Year Appointments. A continuing multi-year appointment  
40 (CMYA) is an appointment of contingent duration, consisting of an initial multi-year  
41 fixed-term extendible annually.

42 — (a) — Continuing multi-year appointments shall only be offered to faculty  
43 members in the following position classifications:

44 — (1) — For the ranks of University Librarian and  
45 Scholar[s1]/Scientist/Engineer, a CMYA shall be offered with a term of three (3) years.

1 ~~\_\_\_\_\_ (2) \_\_\_\_\_ For the ranks of Associate University Librarian and Associate~~  
2 ~~Scholar/Scientist/Engineer, a CMYA shall be offered with a term of two (2) years.~~

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4 ~~\_\_\_\_\_ (b) \_\_\_\_\_ Annual Evaluation. Each faculty member on a continuing multi-year~~  
5 ~~appointment will be evaluated annually pursuant to Article 10.~~

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7 ~~\_\_\_\_\_ (c) \_\_\_\_\_ Contract Extension. If a CMYA faculty member receives an satisfactory~~  
8 ~~annual evaluation as defined by the department/unit, he or she will receive a one-year~~  
9 ~~contract extension, thereby maintaining a full three-year or two-year appointment cycle,~~  
10 ~~respectively. This section does not apply to the continuation of administrative~~  
11 ~~appointments. In cases of voluntary resignation, retirement, removal for just cause (as in~~  
12 ~~16.1), layoff, or non-reappointment, no contract extension will be given. Contract~~  
13 ~~extensions for faculty members on Contract and Grant ("soft") funds are contingent on~~  
14 ~~the availability of Contract and Grant funds for the position.~~

15  
16 ~~\_\_\_\_\_ (d) \_\_\_\_\_ Probation. If a CMYA faculty member receives an "unsatisfactory" annual~~  
17 ~~evaluation as defined by the department/unit, he or she will be placed on one-year~~  
18 ~~probation. No contract extension will be added to his or her appointment for the duration~~  
19 ~~of the probationary period.~~

20 ~~\_\_\_\_\_ (1) \_\_\_\_\_ The faculty member will be required, in consultation with his or~~  
21 ~~her supervisor, to draft and sign a one-year performance improvement plan to address the~~  
22 ~~deficiencies responsible for the overall unsatisfactory rating and to identify specific~~  
23 ~~performance targets for the following academic year. The performance improvement plan~~  
24 ~~must be developed and signed prior to the start of the following semester, excluding~~  
25 ~~summer. The performance improvement plan will require at least four periodic meetings~~  
26 ~~between the faculty member and the supervisor to review the faculty member's progress.~~

27 ~~\_\_\_\_\_ (2) \_\_\_\_\_ In the first succeeding annual evaluation (probation year~~  
28 ~~evaluation), the faculty member's supervisor shall review his or her progress in~~  
29 ~~successfully fulfilling the performance improvement plan. If the faculty member has met~~  
30 ~~the performance targets specified in the performance improvement plan, the supervisor~~  
31 ~~shall recommend to the appropriate administrator that the faculty member's probation be~~  
32 ~~lifted and a one or two-year contract extension granted, depending on the contract type,~~  
33 ~~thereby restoring the faculty member to a full two or three-year continuing contract cycle.~~  
34 ~~No additional penalties shall attach to the faculty member's appointment as a result of the~~  
35 ~~probationary term.~~

36  
37 ~~\_\_\_\_\_ (e) \_\_\_\_\_ Contract Expiration. If the faculty member receives an unsatisfactory~~  
38 ~~evaluation in the probation year evaluation, the faculty member shall be notified of non-~~  
39 ~~reappointment in accordance with Article 12.2.~~

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41 ~~\_\_\_\_\_ (f) \_\_\_\_\_ Non-reappointment of CMYA. Should the administration intend to non-~~  
42 ~~reappoint a faculty member currently on a CMYA, the administration shall give written~~  
43 ~~notice of its intent in accordance with Article 12. Upon receipt by the faculty member of~~  
44 ~~the written notice, the continuing nature of the appointment ceases and the contract~~  
45 ~~period then becomes fixed for either the time period provided by Article 8.6(a)(1) or the~~

1 ~~time period provided by Article 8.6(a)(2), whichever is applicable to the particular faculty~~  
2 ~~member at the time.~~

3  
4 ~~8.7—Grievability. A faculty member who receives written notice that he or she will not~~  
5 ~~be offered a contract extension or successive appointment may, according to Article 20~~  
6 ~~(Grievance Procedure and Arbitration), contest the decision because of an alleged~~  
7 ~~violation of an express term of this Agreement. A request for facilitation must be filed~~  
8 ~~within the time limit specified in Article 20, after receiving the statement of the basis for~~  
9 ~~the decision.~~

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