

ARTICLE 8
APPOINTMENT

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

9
10 (b) Committees composed of members of the faculty of the department/unit shall
11 receive applications and screen candidates.

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

17
18 8.2 Vacancies.

19 (a) Bargaining unit vacancies shall be advertised through appropriate professional
20 channels unless a waiver of announcement has been approved by the President or representative
21 in the event of exceptions caused by unanticipated and compelling circumstances (see "Waiver
22 of Announcement" in *The Guide for Hiring Officials and Search and Screening Committees*,
23 2004 edition). Faculty members of lower or equivalent ranks, relations of faculty members,
24 retired faculty members, and faculty members who are local residents shall not be disqualified
25 from consideration or otherwise disadvantaged in the hiring process.

26
27 (b) Prior to any discussion or negotiation of the candidate's initial salary, the
28 candidate for new or vacant positions shall be informed of the salaries of faculty members in the
29 department/unit, or of salaries of faculty members employed by the University in the same job
30 classification, as appropriate.

31
32 (c) In all decisions to hire a candidate to fill a bargaining unit vacancy, the
33 appropriate administrator(s) shall, whenever possible, act in accordance with the
34 recommendations that have resulted from the review of candidates by faculty members in the
35 affected departments/units.

36
37 8.3 Appointments reflecting the Board's commitment to developing and maintaining a
38 tenured faculty.

39 The Board agrees that it is in the best interests of the University, the faculty, and the
40 students it serves to maximize the ratio of tenured and tenure-accruing E&G appointments to the
41 number of non-tenure-accruing E&G appointments, among those appointments including
42 significant teaching responsibilities. The University Administration shall provide information to

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1 the UFF on the number of credit hours taught in the University, broken down by the position
2 class code of the instructor.

3
4 8.4 Employment Contract. All appointments shall be made on a University employment
5 contract and signed by the Board or representative and the faculty member. The employment
6 contract may include informational addenda reflecting special terms and conditions agreed to
7 between the parties, except that such addenda may not abridge the faculty member's rights or
8 benefits provided in this Agreement. All appointments for faculty members appointed for the
9 entire academic year shall begin on the same date. The University employment contract shall
10 contain the following elements:

11 (a) Date;

12
13 (b) Professional Classification System title, class code, rank, and appointment status;

14
15 (c) Department, program, college, or other employment unit;

16
17 (d) The length of the appointment;

18
19 (e) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-
20 earning (specifying prior service in another institution to be credited toward tenure);

21
22 (f) The following statement, if the appointment is not subject to the notice provisions
23 of Article 12: "Your employment under this contract will cease on the date indicated. No further
24 notice of cessation of employment is required.";

25
26 (g) Percent of full-time effort (FTE) assigned;

27
28 (h) Salary rate;

29
30 (i) Principal place of employment.

31
32 (j) Special conditions of employment.

33
34 (k) A statement that the appointment is subject to the Constitution and laws of the
35 State of Florida and the United States, the rules of the Board and this Agreement;

36
37 (l) The statement: "The BOT-UFF Collective Bargaining Agreement (Article 6)
38 provides that personnel decisions shall be based solely on job-related criteria and performance,
39 and prohibits discrimination or harassment against any faculty member. Claims against the
40 Board, charging such discrimination, may be presented as grievances pursuant to Article 20,
41 Grievance Procedure and Arbitration";

42
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1 (m) A statement informing the faculty member of the obligation to report outside
2 activity and conflict of interest under the provisions of Article 19 of the Collective Bargaining
3 Agreement;

4
5 (n) A statement that the faculty member's signature on the standard employment
6 contract shall not be deemed a waiver of the right to process a grievance with respect thereto in
7 compliance with Article 20, Grievance Procedure and Arbitration;

8
9 (o) The statement: "A copy of the BOT-UFF Collective Bargaining Agreement, will
10 be provided to you."

11
12 8.5 Appointments.

13 (a) Change in Appointments.

14 (1) A faculty member serving on a calendar year appointment may request an
15 academic year appointment, or an annual leave accruing appointment of less than twelve (12)
16 months but more than nine (9) months. Similarly, a faculty member serving on an academic-
17 year appointment may request a calendar-year appointment or an annual-leave-accruing
18 appointment of less than twelve (12) months but more than nine (9) months. The President or
19 representative shall carefully consider such requests, although staffing considerations and other
20 relevant University needs may prevent their being granted.

21 (2) Upon approval by the President or representative, and assuming that the
22 assigned responsibilities remain substantially the same, a faculty member's base salary shall be
23 adjusted by 81.8 percent when changing from a calendar-year to an academic-year appointment
24 or by 122.2 percent when changing from an academic-year to a calendar-year appointment. For
25 a faculty member whose appointment was previously changed from an academic-year to
26 calendar-year appointment at a salary adjustment other than 122.2 percent or from a calendar-
27 year to academic-year appointment at a salary adjustment other than 81.8 percent, the percent
28 which is the reciprocal of the percent previously used shall be used to make the salary
29 adjustment.

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

34
35 (4) Under special circumstances the degree of effort (FTE) or the duration of
36 the appointment may be altered at the request of the faculty member by written agreement
37 between the appropriate administrator and the faculty member.

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

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1 b. The written agreement between the faculty member and the
2 appropriate administrator will contain the duration of time for which the alteration will take
3 place.

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

7
8 (b) Summer Appointments.

9 (1) Policy.

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

13 b. The faculty of each department/unit shall develop written criteria
14 and a rotation policy for offering supplemental summer appointments in a fair and equitable
15 manner.

16 c. Supplemental summer appointments shall be offered equitably and
17 as appropriate to qualified faculty members, not later than five weeks prior to the beginning of
18 the appointment, if practicable, in accordance with written criteria. The criteria and rotation
19 policy shall be posted in each department/unit.

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

23 e. Supplemental summer assignments shall be offered to qualified
24 faculty members before anyone who is not a faculty member.

25 (2) Compensation. A faculty member shall receive approximately the same
26 total compensation for teaching a course during a supplemental summer appointment as the
27 faculty member received for teaching the same course, or a course similar in credit hours, length,
28 size, and content during the academic year, regardless of the length of the supplemental summer
29 appointment. For example, if a 9 month faculty member was paid at 25% for teaching a 3 hour
30 course in the Fall or Spring term, then the faculty member shall receive 12.5% of the faculty
31 member's base salary for teaching one 3-hour course, 16.7% for teaching one 4-hour course, and
32 pay for other courses shall be prorated accordingly.

33
34 (c) Dual Compensation Appointments. Dual compensation is defined as
35 compensation from the University for any duties (including work activities previously designated
36 as overload) in excess of a full appointment (1.0 FTE). Dual compensation appointments within
37 the University shall be offered equitably and as appropriate to qualified employees in sufficient
38 time to allow voluntary acceptance or rejection.

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

42 (2) Duties and responsibilities assigned by the University to a faculty member

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1 that do not exceed the available established FTE for the position shall be compensated through
2 the payment of Salary, not OPS.

3 (3) No faculty member shall be required to accept a dual compensation
4 appointment. Dual compensation appointments shall be offered to qualified faculty members
5 before anyone who is not a faculty member.
6

7 (d) Visiting Appointments. A "visiting" appointment is one made to a person having
8 appropriate professional qualifications but not expected to be available for more than a limited
9 period, or to a person in a position which the University Administration does not expect to be
10 available for more than a limited period, or to a person who was selected for a regular
11 appointment according to the process specified in Section 8.2 but could not immediately be
12 appointed to the position for which she or he was selected. A visiting appointment may be
13 offered in single year contracts not to exceed a total of three (3) consecutive years, except in rare
14 cases. No faculty member with a visiting appointment shall be given a regular appointment
15 without having been selected for the position according to the process specified in Section 8.2.
16

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