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ARTICLE 8 APPOINTMENT

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.

9
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.

37
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

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

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

6 (2) The ratio shall be computed using the Annual FTE Enrollment by
7 College, and the sum of the Professor, Associate Professor, and Assistant Professor
8 columns of the table of Nine and Twelve-Month State Funded Filled FTE Faculty
9 Positions by School/College reported in the FSU Factbook.

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

13 (4) The President shall develop plans to increase this ratio further as a
14 high priority.

15
16 8.4 Employment Contract. All appointments shall be made on a University
17 employment contract and signed by the Board or representative and the faculty member.
18 The employment contract may include informational addenda reflecting special terms and
19 conditions agreed to between the parties, except that such addenda may not abridge the
20 faculty member's rights or benefits provided in this Agreement. All appointments for
21 faculty members appointed for the entire academic year shall begin on the same date.
22 The University employment contract shall contain the following elements:

23 (a) Date(s) executed;

24
25 (b) Professional Classification System title, class code, rank, and appointment
26 status;

27
28 (c) Department, program, college, or other employment unit;

29
30 (d) The starting and ending dates of the appointment;

31
32 (e) A statement that the position is (1) tenured, (2) ~~non-tenure-earning, or (3)~~
33 tenure-earning (specifying prior service in another institution to be credited toward
34 tenure), (3) continuing multi-year (CMYA, as defined in 8.6), or (4) other non-tenure-
35 earning.

36
37 (f) The following statement, if the appointment is not subject to the notice
38 provisions of Article 12: "Your employment under this contract will cease on the date
39 indicated. No further notice of cessation of employment is required.";

40
41 (g) Percent of full-time employment ("FTE") assigned;

42
43 (h) Salary rate;

44
45 (i) Principal place of employment;

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1 (j) Special conditions of employment;

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

39

(2) Upon approval by the President or representative, and assuming
40 that the assigned responsibilities remain substantially the same, a faculty member’s base
41 salary shall be adjusted by 81.8 percent when changing from a calendar-year to an
42 academic-year appointment or by 122.2 percent when changing from an academic-year to
43 a calendar-year appointment. For a faculty member whose appointment was previously
44 changed from an academic-year to calendar-year appointment at a salary adjustment
45 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 receive approximately the
40 same total compensation for teaching a course during a supplemental summer
41 appointment as the faculty member received for teaching the same course, or a course
42 similar in credit hours, size, and content, during the academic year, regardless of the
43 length of the supplemental summer appointment. For example, if a 9 month faculty
44 member was paid at 25% for teaching a three-hour course in the Fall or Spring term, then
45 the faculty member shall receive 12.5% of the faculty member's base salary for teaching

1 one 3-hour course, 16.7% for teaching one 4-hour course, and pay for other courses shall
2 be prorated accordingly.

3
4 (c) Dual Compensation Appointments. Dual compensation is defined as
5 compensation from the University for any duties (including work activities previously
6 designated as overload) in excess of a full appointment (1.0 FTE). Dual compensation
7 appointments within the University shall be offered equitably and as appropriate to
8 qualified faculty members in sufficient time to allow voluntary acceptance or rejection.

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

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

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

18
19 (d) Visiting Appointments. A “visiting” appointment is one made to a person
20 having appropriate professional qualifications but not expected to be available for more
21 than a limited period, or to a person in a position which the University Administration
22 does not expect to be available for more than a limited period, or to a person who was
23 selected for a regular appointment according to the process specified in Section 8.2 but
24 could not immediately be appointed to the position for which she or he was selected. A
25 visiting appointment may be offered in single year contracts not to exceed a total of three
26 (3) consecutive years, except in rare cases. No faculty member with a visiting
27 appointment shall be given a regular appointment without having been selected for the
28 position according to the process specified in Section 8.2.

29
30 (e) Adjunct Appointments. Adjuncts shall be employed only when faculty are
31 not available for assignment. Such appointment is for one academic term at a time and is
32 ordinarily paid on a per course basis or, in cases of non-instructional appointments, on a
33 per activity basis. Adjunct appointments may not be for more than 50% of the time
34 throughout an academic year or full-time for more than twenty-six weeks of an academic
35 year. The use of adjuncts shall, upon the request of the UFF Chapter representatives, be a
36 subject of consultation under the provisions of Article 2.

37
38 8.6 Continuing Multi-Year Appointments. A continuing multi-year appointment
39 (CMYA) is an appointment of contingent duration, consisting of an initial multi-year
40 fixed-term extendible annually.

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

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

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

1
2 (b) Annual Evaluation. Each faculty member on a continuing multi-year
3 appointment will be evaluated annually pursuant to Article 10.

4
5 (c) Contract Extension. If a CMYA faculty member receives an satisfactory
6 annual evaluation as defined by the department/unit, he or she will receive a one-year
7 contract extension, thereby maintaining a full three-year or two-year appointment cycle,
8 respectively. This section does not apply to the continuation of administrative
9 appointments. In cases of voluntary resignation, retirement, removal for just cause (as in
10 16.1), layoff, or non-reappointment, no contract extension will be given. Contract
11 extensions for faculty members on Contract and Grant (“soft”) funds are contingent on
12 the availability of Contract and Grant funds for the position.

13
14 (d) Probation. If a CMYA faculty member receives an “unsatisfactory” annual
15 evaluation as defined by the department/unit, he or she will be placed on one-year
16 probation. No contract extension will be added to his or her appointment for the duration
17 of the probationary period.

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

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

34
35 (e) Contract Expiration. If the faculty member receives an unsatisfactory
36 evaluation in the probation year evaluation, the faculty member shall be notified of non-
37 reappointment in accordance with Article 12.2.

38
39 (f) Non-reappointment of CMYA. Should the administration intend to non-
40 reappoint a faculty member currently on a CMYA, the administration shall give written
41 notice of its intent in accordance with Article 12. Upon receipt by the faculty member of
42 the written notice, the continuing nature of the appointment ceases and the contract
43 period then becomes fixed for either the time period provided by Article 8.6(a)(1) or the
44 time period provided by Article 8.6(a)(2), whichever is applicable to the particular faculty
45 member at the time.

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1 8.7 Grievability. A faculty member who receives written notice that he or she will not
2 be offered a contract extension or successive appointment may, according to Article 20
3 (Grievance Procedure and Arbitration), contest the decision because of an alleged
4 violation of an express term of this Agreement. A request for facilitation must be filed
5 within the time limit specified in Article 20, after receiving the statement of the basis for
6 the decision.
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