

## **ARTICLE 8 APPOINTMENT**

8.1 Policy. The Board shall exercise its authority to determine the standards, qualifications, and criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. In furtherance of this aim, the Board shall, through the University, (a) advertise such appointment vacancies, receive applications and screen candidates therefore, and make such appointments as it deems appropriate under such standards, qualifications, and criteria, and (b) commit to an effort to identify and seek qualified women and minority candidates for vacancies and new positions.

8.2 Advertisement of Vacancies. Bargaining unit vacancies shall be advertised as specified in the position vacancy announcement system. Faculty of lower or equivalent ranks, faculty who are spouses of faculty, and faculty members who are local residents shall not, in the hiring process, be disadvantaged for that reason. All faculty who are candidates for new and vacant positions shall be advised of the salaries of faculty in the department/unit, or of salaries of University faculty in the same job classification, as appropriate, prior to the negotiation of the candidate's initial salary. Prior to making the decision to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall consider recommendations which have resulted from the review of candidates by faculty in the department.

8.3 Employment Contract. All appointments shall be made on a University employment contract and signed by the President or representative and the faculty member. The University may enclose informational addenda, except that such addenda may not abridge the faculty rights or benefits provided in this Agreement. All academic year appointments for faculty members at the university shall begin on the same date. The University employment contract shall contain the following elements determined by the University:

- (a) Date;
- (b) Professional Classification System title, class code, rank, and appointment status;
- (c) Employment unit (e.g., department, college, institute, area, center, etc.);
- (d) The length of the appointment;
- (e) Special conditions of employment;
- (f) 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);
- (g) A statement that the faculty member's signature on the standard employment contract shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 20;
- (h) The following statement, if the appointment is not subject to the notice provisions of Section 12.2: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.";
- (i) A statement that the appointment is subject to the Constitution and laws of the

State of Florida and the United States, the rules of the Board and the University, and this Agreement;



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(j) Percent of full-time effort (FTE) assigned;

(k) Salary rate;

(l) The minimum salary, if any, for the rank or job classification;

(m) The statement: "The BOT/UFF Collective Bargaining Agreement (Article 6) prohibits discrimination against any faculty based upon race, color, sex, religious creed, national origin, age, veteran status, disability, political affiliation, marital status, or faculty rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the Board or the University may be presented as grievances pursuant to Article 20, Grievance Procedure."

(n) A statement informing the faculty of the obligation to report outside activity and conflict of interest under the provisions of Article 19 of the Agreement; and

(o) Principal place of employment.

#### 8.4 Appointments.

(a) Change in Appointments.

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

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

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

(b) Summer Appointments.

(1) Policy.

a. Available supplemental summer appointments shall be offered equitably and as appropriate to qualified faculty members, not later than five weeks prior to the beginning of the appointment, if practicable, in accordance with written criteria. The criteria shall be made available in each department/unit.

b. Supplemental summer appointments shall be made in accordance with Section 1012.945, Florida Statutes (the "twelve hour law").

(2) Compensation.

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a. A faculty member shall receive approximately the same total salary for teaching a course during a supplemental summer appointment as the faculty member received for teaching the same course, or a course similar in length and content during the academic year, regardless of the length of the supplemental summer appointment.

b. Salary for a supplemental summer appointment shall be computed in accordance with the following formulae:

$$\text{FTE for Supplemental Summer Appointment} = \text{FTE for Semester Instructional Assignment*} \times \text{No. of Weeks (19.5) in Semester Appointment} + \text{Other FTE (Research, Service and Other Credit Generating Activities, Etc.) if Assigned**}$$

$$\text{Salary for Supplemental Summer Appointment} = \text{Biweekly Salary Rate During Semester Appointment} \times \text{FTE for Supplemental Appointment} \times \text{Number of Pay Periods in Supplemental Appointment}$$

Examples (based on a \$44,000 AY salary and .20 FTE for a Typical 3 Credit Hour Class):

<b>Weeks in Appt.</b>	<b>Sample FTE for Assigned Instruc. Duty</b>	<b>Biweekly Salary Rate</b>	<b>Number of Pay Periods</b>	<b>Total Salary for Instruction</b>
19.5	0.20	2256	9.75	4399.20
12.2	0.32	2256	6.10	4403.71
10.0	0.39	2256	5.00	4399.20
8.0	0.488	2256	4.00	4403.71
6.2	0.629	2256	3.10	4398.97
6	0.65	2256	3.00	4399.20

Examples (based on a \$44,000 AY salary and .27 FTE for a Typical 4 Credit Hour Class):

<b>Weeks in Appt.</b>	<b>Sample FTE for Assigned Instruc. Duty</b>	<b>Biweekly Salary Rate</b>	<b>Number of Pay Periods</b>	<b>Total Salary for Instruction</b>
19.5	0.267	2256	9.75	5872.93
12.2	0.427	2256	6.10	5876.20
10.0	0.521	2256	5.00	5876.88
8.0	0.651	2256	4.00	5874.62
6.2	0.84	2256	3.10	5874.62
6	0.868	2256	3.00	5874.62

\* This instructional FTE will ordinarily be that assigned to a course offered during the academic year which is the same or similar to that being offered in the summer. This academic year instructional assignment may not exceed .20 FTE for a three (3) contact hour course, or exceed .27 FTE for a four (4) contact hour course except that contact hour equivalencies may be assigned for classroom instructional activities which

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involve unusual and significant requirements for classroom preparation, conduct of classes, student evaluation, etc. The academic year FTE will be increased during the supplemental summer appointment proportional to the shorter length of the summer terms. Note that contact hour equivalencies may be assigned in the summer for classroom instructional activities which involve unusual and significant requirements for class preparation, conduct of classes, student evaluation, etc. These assigned FTEs also will be proportionally greater in the summer than in the academic year in recognition of the shorter length of the summer terms.

\*\* The instructional FTE assignment described in Footnote (\*), above, does not include other credit generating activities such as thesis/dissertation supervision, directed individual studies, supervised research/teaching, and supervision of student interns. These activities, as well as Research or Service activities, may be assigned by the University during the summer term as "Other FTE" but are not a part of the "FTE for Semester Instructional Assignment" described in Footnote (\*), need not be assigned in conjunction with the summer instructional assignment, and need not be allocated according to the same FTE equivalent as during the academic year. Any such reduction in FTE must, however, correspond to an appropriate reduction in assigned duties.

(c) Extra State Compensation Appointments. Extra State compensation is defined as State compensation for any duties (including work activities previously designated as overload) in excess of a full appointment (1.0 FTE). Available extra State compensation appointments within the University shall be offered equitably and as appropriate to qualified faculty in sufficient time to allow voluntary acceptance or rejection and are subject to the provisions of Section 23.7.

(d) Visiting Appointments. A "visiting" appointment is one made to a person having appropriate professional qualifications but not expected to be available for more than a limited period, or to a person in a position which the University does not expect to be available for more than a limited period. A visiting appointment may be offered in a single year contract renewable annually and not to exceed a total of three (3) consecutive years.

(e) Adjunct Appointments. The use of adjuncts at the University shall, upon the request of the UFF Chapter representatives, be a subject of consultation under the provisions of Section 2.1.

(f) Fixed Multi-Year Appointments.

(1) Two (2)- to five (5)-year fixed multi-year appointments may be offered for the following:

- a. Instructors and Lecturers;
- b. Non-tenured or non-tenure earning Assistant Librarians, Associate Librarians, Librarians, Curators, and Counselors/Advisors;
- c. Scholars/Scientists, Research Associates, and Associate In/Assistant In \_;
- d. Clinical faculty;
- e. Individuals who have officially retired from universities or other organizations and who are at least fifty-five (55) years of age;
- f. Tenured faculty who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multi-year appointment; and
- g. Individuals who have held the rank of full Professor for at least seven (7) years at an institution of higher education.

(2) Successive fixed multi-year appointments may be offered to eligible faculty hired pursuant to Section 8.4(f)(1) as follows:



a. Criteria used to determine in which instances to offer successive appointments include consideration of the basis for the initial fixed multi-year appointment, evaluation of performance, professional growth, extent and currency of professional qualifications, contribution to the mission of the department or program, staffing needs, funding source alternatives, and continuing program considerations. Such criteria shall be in writing and available to all eligible faculty.

b. The faculty member will be advised in the penultimate year of the appointment that to be considered for a successive fixed multi-year appointment, the faculty must submit a request and written documentation pursuant to written procedures established by the University. The University shall notify the faculty member in writing of its decision to offer or not offer a successive appointment by the beginning of the final year of the faculty member's current appointment.

#### 8.5 Class Titles.

(a) Whenever the Board creates a new class, it shall designate such class as being either within or outside the bargaining unit and shall notify the UFF. Further, if the Board revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify the UFF of such new designation. Within ten (10) days following such notification, the UFF may request a meeting with the President for the purpose of discussing the designation. If, following such discussion, the UFF disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.

(b) A faculty member may request a review of the appropriateness of the faculty member's classification by the appropriate University office. In case of disagreement with the results of the review, the manner shall be discussed in accordance with Article 2, Consultation, but shall not be subject to Article 20, Grievance Procedure.

8.6 Reclassification of a Faculty Member to a Non-Unit Classification. Faculty members shall be provided written notice thirty (30) days in advance, where practicable, with a copy to the local UFF Chapter, when the University proposes to reclassify the faculty to a classification which is not contained in the General Faculty bargaining unit. The faculty member may request a review of such action consistent with the provisions of Section 8.5 and UFF may discuss such action pursuant to Article 2, Consultation.

