

UFF-UNF BOT Negotiations
UFF Proposal
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Housekeeping Items

Replace mentions of “Evaluation File” (not counting Article 18) with “Personnel File”

Article XX

SHARED GOVERNANCE

XX.1 Shared governance and academic freedom are inextricably connected. The University Administration and the UFF recognize the necessity of a strong system of shared governance involving in-unit faculty members in all areas of academic concern, including but not limited to curricular, pedagogical, and budgetary matters and that elected bodies are the primary vehicle for such shared governance.

XX.2 Elected in-unit faculty representatives shall serve on the committees that formulate and implement academic policies, or other policies that affect the terms and conditions of faculty employment.

XX.3 The University Administration shall notify in-unit faculty members of any impending action affecting the faculty members and provide faculty and their departments/units sufficient opportunity to give the University Administration advice and counsel prior to the debate and final action on such matters.

XX.4 In-unit faculty members shall be included in the process of recruitment, hiring, and selection or reappointment of those administrators with supervisory responsibility over faculty.

XX.5 Departments or other traditional governance structures shall have an active and significant role in academic matters. The faculties of the colleges and departments shall have the right to make their own constitutions and operating procedures, by which to conduct their respective governance responsibilities. Such procedures shall be subject to review and approval by appropriate Administration officials.

(a) The in-unit faculty members of each department/unit, by majority vote, shall develop and adopt operating procedures. Governance in the departments/units shall be conducted in accordance with their respective operating procedures, which shall be filed with the appropriate academic administrators and posted on the department/unit web sites.

(b) The operating procedures of each department/unit shall include procedures for in-unit faculty members to share significantly in governance responsibilities, including recruitment of new faculty and other professionals; development of high quality programs; program review; department/unit review; department/unit reorganization; development of guidelines for tenure, promotion, and merit salary increases; selection and evaluation of Chairs and certain other academic administrators; procedures for amending operating procedures; and other matters of professional concern.

XX.6 No reprisal of any kind shall be made by the University Administration against any faculty member based on that faculty member's participation in the system of shared governance. Any damage to a faculty member as a consequence of such reprisals shall be repaired.

ARTICLE 4
UFF RIGHTS

4.1 Use of Facilities and Services.

- (a) As the certified faculty bargaining agent, the UFF shall be provided an appropriate campus office with a lock. The office shall be equipped with a computer, standard campus software, a printer, a telephone for local access calling (no long distance service provided), access to the Internet, a desk with chair, two side chairs, and two file cabinets.
- (b) The UFF shall have the right to the use of University facilities and services on terms no less favorable than other groups on campus, including the Faculty Association.

4.2 Communications.

- (a) The UFF shall have the right to post notices on bulletin boards on campus where other notices regarding personnel and/or faculty activities are posted. All such postings shall bear the date of posting, and may be removed by the University Administration after having been posted for a period of thirty (30) days.
- (b) The UFF shall have the right to use the University's campus mail and e-mail systems (including use of the "all-faculty" group) to fulfill its statutory responsibilities under Chapter 447, Part II, Florida Statutes.
- (c) The University Administration shall maintain a link for the UFF chapter on the Faculty/Staff page of the University website.
- (d) The University Administration shall maintain a link for the UNF/UFF Contract at any location where the Faculty Handbook is listed on the University Website. Documentation referencing the UNF/UFF contract shall link to the current contract.
- (e) The University Administration shall allow UFF to set up a discussion forum on ~~UNF Blackboard (electronic bulletin board)~~; UNF's learning management system provided that UFF shall be responsible for administering the UFF forum; and that access to the UFF forum shall be limited to in-unit faculty members.

4.3 Leave of Absence – Union Activity.

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- 31 (a) At the written request of UFF no later than ~~March 1~~ April 1 for the next summer
32 term and for the next academic year, a full-time or part-time leave of absence
33 shall be granted to the faculty members designated by UFF provided that such
34 leave does not adversely impact the department's ability to offer the necessary
35 courses or meet other programmatic or student needs. If such request is denied,
36 the University Administration shall provide the UFF the reasons for such denial
37 no later than April 15.
- 38 (b) No more than one faculty member per department shall be granted leave at any
39 one time under the provisions of this Article, unless the University Administration
40 and the UFF agree otherwise.
- 41 (c) The UFF shall reimburse the University Administration for the salary and benefits
42 of the faculty members approved for leave granted under the provisions of this
43 Article.
- 44 (d) A faculty member on such leave shall not be evaluated for this activity and the
45 University Administration shall not take reprisals against a faculty member for
46 taking such leave.
- 47 (e) Salary increases. Upon return from such leave of absence, the University
48 Administration will adjust the salary of a faculty member who was on full-time
49 leave so that it includes any across-the-board, guaranteed minimum, ~~or market~~
50 ~~equity/compression/inversion~~ and all salary increases that were applicable to
51 bargaining unit faculty during the full-time leave of absence. Faculty members
52 who are on part-time leaves of absence shall receive applicable salary increases at
53 the time they become effective.
- 54 (f) The Board of Trustees and the University Administration shall not be liable for
55 the acts or omissions of any faculty member granted leave under this Section and
56 the UFF shall hold the University Administration and Board of Trustees harmless
57 for any such acts or omissions, including the costs of defending against such
58 claims.

59 4.4 Release Time.

- 60 (a) Fall and Spring Semester:
61 Each semester (Fall and Spring) the Board of Trustees and the University
62 Administration shall provide release time to full-time faculty members designated
63 by the UFF for the purpose of carrying out the UFF's obligations in representing
64 faculty and administering this Agreement, on the following schedule:
65
1. Fall Semester: ~~3 units~~ 4 units

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- 66 2. Spring Semester: ~~3 units~~ 4 units
- 67 (1) One “unit” of release- time during the Fall and Spring semesters consists of
68 a reduction in teaching load of one (1) course ~~for instructional faculty or,~~
69 ~~for non-instructional faculty,~~ a reduction in workload of ten (10) hours per
70 week, which shall include a corresponding 25% reduction in assigned
71 ~~duties for tenure-track instructional faculty and one and one half (1.5) for~~
72 ~~non-tenure-track instructional faculty who are assigned a teaching load of~~
73 ~~four (4) courses per semester or, for non-instructional faculty, a reduction in~~
74 ~~workload of ten (10) hours per week which shall include a corresponding~~
75 25% reduction in assigned duties.
- 76 (2) A faculty member may receive more than one “unit” of release time per
77 semester, up to a maximum of two units per semester.
- 78 (b) Summer.
- 79 (1) The UFF may designate a total of ~~two (2)~~ three (3) faculty members ~~to~~
80 who will receive a ~~thirteen (13) week .25 FTE .375 FTE~~ summer release
81 time assignment.
- 82 (2) A faculty member may receive more than one such thirteen week ~~.25 .375~~
83 FTE release time assignment per semester, up to a maximum of two units
84 per summer.
- 85 (3) All other provisions contained in Section 4.4, except 4.4(a) and (e), shall
86 apply to summer release time.
- 87 (c) Release Time for Collective Bargaining.
- 88 (1) In addition to the above, a total of ~~2~~ five (5) additional units in the Fall,
89 Spring, or Summer term, shall be granted when the parties are negotiating a
90 collective bargaining agreement. (One “unit” of release time during the Fall
91 and Spring semesters consists of a reduction in teaching load of one (1) course
92 ~~for instructional faculty or, for non-instructional faculty, a reduction in~~
93 ~~workload of ten (10) hours per week, which shall include a corresponding~~
94 ~~25% reduction in assigned duties, for tenure-track instructional faculty and~~
95 ~~one and one half (1.5) for non-tenure-track instructional faculty or, for~~
96 ~~non-instructional faculty, a reduction in workload of ten (10) hours per week~~
97 ~~which shall include a corresponding 25% reduction in assigned duties,~~
98 whereas the summer releases shall consist of ~~two~~ five (5) ~~13 week .25 .375~~
99 FTE assignments.)

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100 (2) The parties will endeavor to complete collective bargaining negotiations
101 during the semester in which they begin. In those years when the parties
102 have been delayed in completing collective bargaining negotiations, but
103 are making reasonable progress toward completion, the UFF may
104 designate ~~two~~ five additional semester release assignments for the
105 succeeding term.

106 (d e) Salary increases while on Release Time.

107 (1) Faculty members on release time shall receive any across the board,
108 guaranteed minimum, ~~or market equity/compression/inversion~~ and all
109 salary increases on the same basis as other faculty members. This section
110 shall not be construed to limit a faculty member on release time from
111 earning a merit increase if the faculty member otherwise met the eligibility
112 requirements for merit increases. In evaluating whether a faculty member
113 on release time is eligible for a merit increase, the merit score will still be
114 computed by weighting the teaching component by the appropriate
115 percentage as listed in Article 28 regarding Salaries. The fact that the
116 faculty member had a reduced teaching load will not be used as a basis for
117 reducing the points assigned for the teaching component of the faculty
118 member's merit score.

119 (2) Release time activities shall not be evaluated, but such activities shall be
120 considered university service and the University Administration shall not
121 take reprisals against any faculty member for using release time.

122 (e) The UFF may designate faculty to receive release time during the academic year,
123 and Summer Term provided that:

124 (1) In departments with ten (10) or fewer faculty members, no more than one
125 (1) unit of release time shall be assigned, unless agreed to by the
126 department supervisor.

127 (2) The UFF shall provide the University Administration with a list of
128 designees for the next academic year no later than ~~April~~ May 1. Upon
129 approval of the designees by the University Administration, the designees
130 shall receive the release time for one (1) academic year, unless the
131 University Administration is notified of a substitute for the Spring
132 semester. Substitutions for the Spring semester shall be made upon
133 written notification submitted by the UFF to the University Administration
134 no later than November 15. The UFF shall provide the University
135 Administration with a list of requested designees for Summer Release
136 Time no later than ~~April~~ May 1 of the academic year preceding the

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137 summer term.

138 (f) Faculty members on release time shall retain all rights and responsibilities as
139 other faculty, but shall not be considered representatives of the Board of Trustees
140 or the University Administration for any activities undertaken on behalf of the
141 UFF. The UFF agrees to hold the University Administration and the Board of
142 Trustees harmless for any claims arising from such activities, including the cost of
143 defending against such claims.

144 4.5 Faculty Orientations.

145 (a) Human Resources Orientation. UFF shall be included in the Human Resources
146 orientation for new faculty and shall be permitted to make a presentation of
147 reasonable length at that orientation. UFF shall be permitted to have a packet of
148 printed material included in the packets provided to the new faculty at the Human
149 Resources orientation.

150 (b) Academic Affairs Orientation. UFF shall be invited to have a representative
151 present at the Academic Affairs orientation for new faculty. UFF shall be
152 permitted to have a packet of printed material included in the packets provided to
153 new faculty at the Academic Affairs orientation.

ARTICLE 6

CONSULTATION BETWEEN THE UNIVERSITY AND THE UFF

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2
3 6.1 Upon written notice by either the University President or the UFF-UNF President, the
4 University President and/or designees shall meet with the UFF-UNF President and/or other UFF
5 representatives to discuss matters pertinent to the implementation or administration of this
6 Agreement, University Administration actions affecting terms and conditions of employment, or
7 any mutually agreeable matter. Provided, however, such consultations shall not be used for the
8 purpose of collective bargaining. The party requesting the consultation shall submit a written list
9 of agenda items not less than one (1) week in advance of the consultation. The other party may
10 submit a written list of additional agenda items at least one (1) day in advance of the
11 consultation. Such meetings shall occur at least once each semester and at least once in the
12 summer, unless the University President and the UFF-UNF President agree otherwise. The
13 University President and the UFF-UNF President shall personally meet when they mutually
14 agree a consultation is necessary. A consultation between the University President and the
15 UFF-UNF President shall be at a mutually agreed date and time. The purpose, agenda
16 requirements, and limitations specified above shall also apply to a consultation between the
17 University President and the UFF-UNF President.

18 ~~6.2 The ratio of sections taught by tenured or tenure-earning faculty compared with~~
19 ~~non-tenure-earning faculty shall, upon request of the UFF-UNF President, be a subject of~~
20 ~~consultation consistent with the provisions of this Article.~~

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ARTICLE 8
UNF RULES AND POLICIES

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2
3 8.1 Established terms and conditions of employment cannot be changed without providing
4 the opportunity for negotiation.

5 8.2 Notice of Proposed Policies or Rules.

6 (a) The University Administration shall provide to the UFF an advance copy of any
7 proposed policy ~~by including the UFF on the University Administration's Policy~~
8 ~~Routing Sheet.~~

9 (b) The University Administration shall provide the UFF with an advance copy of a
10 proposed rule promptly but not later than the date of publication of the initial
11 public notice of a proposed rule under the provisions of the Administrative
12 Procedure Act. With respect to a rule adopted pursuant to the emergency
13 provisions of the Administrative Procedure Act, a copy shall be provided as far in
14 advance of its effective date as is feasible under the circumstances.

15 8.3 Inconsistencies with Agreement.

16 (a) If there is an inconsistency between an existing University rule or policy and an
17 express provision of this Agreement, such rule or policy shall not apply to
18 bargaining unit faculty members.

19 (b) No new or amended University rule, policy, or resolution shall apply to
20 bargaining unit faculty members if it conflicts with an express term of the
21 Agreement or, in the absence of an express term, established past practice.

22 (c) If any rule, policy, or resolution proposed by the University Administration has a
23 direct and substantial impact on wages, hours, or terms or conditions of
24 employment, the University Administration shall, upon UFF's request, engage in
25 collective bargaining with respect to the impact of the change prior to
26 implementing it.

Article 9

***NOTE: Changes in 9.1 and 9.2 that pertain to the library are contingent upon acceptance of proposed article 21.**

GUIDELINES FOR APPLICATION OF UNIVERSITY CRITERIA

9.1 The contents of this Article apply to the development of guidelines by departments and the library (i.e., the “unit”) ~~that may be used when for~~ applying University Criteria governing annual performance evaluations, tenure (where applicable), and promotions to faculty members who are subject to this Agreement. Such guidelines may reference standards found within professional associations, accreditation agencies, or other disciplinary-specific institutions. ~~With the exception of Article IV of University of North Florida Thomas G. Carpenter Library Bylaws: Articles Governing Terms and Conditions of Employment of Library Faculty, approved on March 28, 2007, as modified and incorporated in this Agreement as Appendix H which shall govern evaluation procedures for librarians until evaluation procedures specific to librarians are included in Article 18, all previously approved bylaws relating to wages, hours, or terms and conditions of employment, including the previous Appendix H Model Performance Evaluation By-Law, are deemed null and void.~~

9.2 Guidelines for Application of University Criteria on Performance Evaluations.

All departments/units are strongly encouraged to develop Guidelines ~~may shall be developed for a unit~~ to assist chair(s)/ supervisor(s) in applying the University Criteria set forth in Article 18.4 or Article 21 for librarians during the performance evaluation process, and to provide guidance to faculty members in achieving standards of performance corresponding to the evaluation ratings. Guidelines may clarify, but shall not delete from, or conflict with, or change in any substantive manner, the University Criteria set forth in Article 18.4. or Article 21 for librarians Guidelines may identify those University Criteria, individually and as a group, that are appropriate or specific to the discipline(s) within the particular unit and to the respective faculty members’ positions (i.e., tenured or tenure earning, clinical, non-tenure earning, library faculty). Guidelines may specify the relative weight each University Criteria, or group of criteria, should be accorded in the annual evaluations of faculty members in the unit. No provision of the guidelines shall be inconsistent with the provisions of this Agreement or with the mission and goals of the unit or of the University.

9.3 Guidelines for Application of University Criteria for Tenure.

- (a) Judgments of academic excellence are complex. They cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments. On the other hand, faculty members seeking tenure must have available to them a description of what

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37 tangible accomplishments would normally qualify a candidate for tenure,
38 assuming that the accomplishments are of excellent quality.

39 (b) In order to provide guidance to tenure-earning faculty members regarding the
40 expectations for achieving tenure, each unit ~~may adopt~~ is strongly encouraged to
41 develop and adopt guidelines for application of University Criteria for tenure in
42 terms more appropriate or specific to the unit's discipline. These guidelines may
43 indicate

44 1. the breadth and depth of accomplishments in teaching,
45 research/scholarship/creative activity, and professional service that would
46 normally qualify a candidate for tenure assuming that the
47 accomplishments are of excellent quality;

48 2. appropriate combinations of such accomplishments that would normally
49 qualify a candidate for tenure assuming that the accomplishments are of
50 excellent quality; and

51 3. how the breadth and depth of the appropriate accomplishments will be
52 evaluated.

53 (c) With respect to research/scholarship/creative activity, each unit ~~may~~ is strongly
54 encouraged to develop and adopt guidelines for the standard of excellence that are
55 consistent with the University's publicly articulated mission. These guidelines
56 may also

57 1. address the relative value of different categories of
58 research/scholarly/creative activity and the outlets in which candidates
59 might be reasonably expected to publish, exhibit, or perform; and

60 2. provide a general range of the number of publications, exhibitions, or
61 performances that candidates might be reasonably expected to publish,
62 exhibit, or perform in the various outlets that the unit specifies in (c) 1.
63 above. It should be understood that merely having accomplishments
64 within the qualifying general range without the required standard of
65 excellence shall not guarantee that the faculty member will receive tenure.
66 Conversely, a faculty member may qualify for tenure with
67 accomplishments that fall below the qualifying general range but are of
68 extraordinary quality.

69 (d) The guidelines may clarify, but shall not delete from, conflict with, or change in
70 any substantive manner, the University Criteria for tenure described in Article

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71 19.5 (b). No provision of the guidelines shall be inconsistent with the provisions
72 of this Agreement or with the mission and goals of the unit or of the University.

73 9.4 Guidelines for Application of University Criteria for Promotion (Tenure-Earning and
74 Tenured Faculty).

75 (a) Judgments of academic performance are complex. They cannot easily be reduced
76 to a quantitative formula, nor can the considerations that must be applied in each
77 individual case be completely described in general terms or by numbers alone,
78 separate from necessary qualitative assessments. On the other hand, faculty
79 members seeking promotion must have available to them a description of what
80 tangible accomplishments would normally qualify a candidate for promotion,
81 assuming that the accomplishments are of excellent (promotion from Assistant
82 Professor to Associate Professor) or outstanding (promotion from Associate
83 Professor to Professor) quality.

84 (b) In order to provide guidance to faculty members regarding the expectations for
85 achieving promotion, each unit ~~may~~ is strongly encouraged to develop and adopt
86 guidelines for the application of University Criteria on promotion for tenured and
87 tenure-earning faculty in terms more appropriate or specific to the unit's
88 discipline(s).

89 1. These guidelines may indicate

90 a. the breadth and depth of accomplishments in teaching,
91 research/scholarship/creative activity, and professional service that
92 would normally qualify a candidate for promotion assuming that
93 the accomplishments are of excellent quality in the case of
94 promotion to Associate Professor and outstanding quality in the
95 case of promotion to Professor;

96 b. appropriate combinations of such accomplishments that would
97 normally qualify a candidate for promotion assuming that the
98 accomplishments are of excellent quality in the case of promotion
99 to Associate Professor and outstanding quality in the case of
100 promotion to Professor; and

101 c. how the breadth and depth of the appropriate accomplishments will
102 be evaluated.

103 2. With respect to research/scholarship/creative activity, each unit ~~may~~ is
104 strongly encouraged develop and adopt guidelines for the standards of
105 "excellent" and "outstanding" that are consistent with the University's

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- 106 publicly articulated mission. These guidelines may also
- 107 a. address the relative value of different categories of
108 research/scholarly/creative activity and the outlets in which
109 candidates might be reasonably expected to publish, exhibit, or
110 perform; and
- 111 b. provide a general range of the number of publications, exhibitions,
112 or performances that candidates might be reasonably expected to
113 publish, exhibit, or perform in the various outlets that the unit
114 specifies in a. above. It should be understood that merely having
115 accomplishments within the qualifying general range without the
116 required standards of “excellent” or “outstanding” shall not
117 guarantee that the faculty member will receive promotion.
118 Conversely, a faculty member may qualify for promotion with
119 accomplishments that fall below the qualifying range but are of
120 extraordinary quality.
- 121 3. The guidelines may clarify, but shall not delete from, conflict with, or
122 change in any substantive manner, the University Criteria for promotion
123 described in Article 20.3 (b). No provision of the guidelines shall be
124 inconsistent with the provisions of this Agreement or with the goals of the
125 unit or of the University.

126 9.5 Guidelines for Application of University Criteria for Promotion (Library Faculty).

- 127 (a) Judgments of excellent or outstanding performance are complex. They cannot
128 easily be reduced to a quantitative formula, nor can the considerations that must
129 be applied in each individual case be completely described in general terms or by
130 numbers alone, separate from necessary qualitative assessments. On the other
131 hand, library faculty members seeking promotion must have available to them a
132 description of what tangible accomplishments would normally qualify a candidate
133 for promotion, assuming that the accomplishments are of excellent (promotion
134 from Assistant University Librarian to Associate University Librarian) or
135 outstanding (promotion from Associate University Librarian to University
136 Librarian) quality.
- 137 (b) In order to provide guidance to library faculty regarding the expectations for
138 achieving promotion, the library ~~may~~ is strongly encouraged to develop and adopt
139 guidelines for the application of University Criteria governing the promotion of
140 library faculty in terms more appropriate or specific to the Library’s discipline(s).
- 141 1. These guidelines may indicate

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- 142 a. the breadth and depth of accomplishments showing increasing
143 responsibility and/or continuing growth in the profession,
144 successful application of knowledge of library science in the
145 development and organization of the library collection and/or
146 facilitation of the use of library services and resources,
147 professional and intellectual development, creative
148 accomplishments, contributions to the University and the
149 profession, and any other considerations that would normally
150 qualify a candidate for promotion assuming that the
151 accomplishments are of excellent quality in the case of promotion
152 to Associate University Librarian and outstanding quality in the
153 case of promotion to University Librarian;
- 154 b. appropriate combinations of such accomplishments that would
155 normally qualify a candidate for promotion assuming that the
156 accomplishments are of excellent quality in the case of promotion
157 to Associate University Librarian and outstanding quality in the
158 case of promotion to University Librarian; and
- 159 c. how the breadth and depth of the appropriate accomplishments will
160 be evaluated.
- 161 2. The guidelines may clarify, but shall not delete from, conflict with, or
162 change in any substantive manner the promotion criteria described in
163 Article 21.3. No provision of the guidelines shall be inconsistent with the
164 provisions of this Agreement or with the mission and goals of the Library
165 or of the University.

166 9.6 Guidelines for Application of University Criteria for Promotion (Non-tenure earning
167 Instructors and Lecturers)

- 168 (a) Judgments of academic performance are complex. They cannot easily be reduced
169 to a quantitative formula, nor can the considerations that must be applied in each
170 individual case be completely described in general terms or by numbers alone,
171 separate from necessary qualitative assessments. On the other hand, faculty
172 members seeking promotion must have available to them a description of what
173 tangible accomplishments would normally qualify a candidate for promotion,
174 assuming that the accomplishments are of excellent (promotion from Instructor or
175 Lecturer to Associate Instructor or Associate Lecturer) or outstanding (promotion
176 from Associate Instructor or Associate Lecturer to University Instructor or
177 University Lecturer) quality.

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178 (b) In order to provide guidance to faculty members regarding the expectations for
179 achieving promotion, each unit ~~may~~ is strongly encouraged to develop and adopt
180 guidelines for the application of University Criteria on promotion for Instructors
181 or Lecturers in terms more appropriate or specific to the unit's discipline.

182 1. These guidelines may indicate
183 a. the breadth and depth of accomplishments in teaching and
184 professional service that would normally qualify a candidate for
185 promotion assuming that the accomplishments are of excellent
186 quality in the case of promotion to Associate Instructor or
187 Associate Lecturer and outstanding quality in the case of
188 promotion to University Instructor or University Lecturer;

189 b. appropriate combinations of such accomplishments that would
190 normally qualify a candidate for promotion assuming that the
191 accomplishments are of excellent quality in the case of
192 promotion to Associate Instructor or Associate Lecturer and
193 outstanding quality in the case of promotion to University
194 Instructor or University Lecturer; and

195 c. how the breadth and depth of the appropriate accomplishments
196 will be evaluated.

197 2. The guidelines may clarify, but shall not delete from, conflict with, or
198 change in any substantive manner, the University Criteria for promotion
199 described in Article 22.3. No provision of the guidelines shall be
200 inconsistent with the provisions of this Agreement or with the goals of the
201 department or of the University.

202 9.7 Process for Development of Guidelines for Application of University Criteria for Annual
203 Performance Evaluations, Tenure, and Promotions.

204 Guidelines for applying University Criteria for annual performance evaluations, tenure
205 (where applicable), and promotions shall be developed in the following manner.

206 (a) The chair and faculty members of the unit shall familiarize themselves with any
207 existing guidelines, the mission and goals of the unit and the University, and this
208 Agreement, before the chair and faculty members begin the development or
209 revision process. The faculty in the unit ~~may~~ are strongly encouraged, in
210 conjunction with the chair or director of the unit prepare draft guidelines, a copy
211 of which will be provided to each faculty member within the unit for review. All
212 affected faculty members of the unit shall have the right to participate in the

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213 development of, and vote on, such guidelines. If the guidelines are developed by
214 means of a committee, the committee shall be comprised of faculty members
215 representative of all affected faculty members of the unit and elected by the
216 faculty members of the unit. Following a reasonable period of time for review,
217 the draft guidelines will be submitted to the faculty in the unit for approval by a
218 vote. The vote shall be conducted in a lawful manner, which is intended to assure
219 a free and voluntary exercise of choice.

220 (b) Draft guidelines approved by a majority of the affected faculty in the unit shall
221 be forwarded to the dean for review and approval. The dean shall have thirty (30)
222 days from receipt of the draft guidelines to review them to ensure that they
223 comply with this Agreement and with the mission and goals of the University,
224 and to either approve the draft guidelines or return them to the unit for revision. If
225 the dean approves the proposed guidelines, the guidelines shall be submitted to
226 the Provost for promulgation within thirty (30) days from receipt of the draft
227 guidelines. If the dean does not provide feedback to the unit regarding how the
228 guidelines are inconsistent with this Agreement and the mission and goals of the
229 University within thirty (30) days, the draft guidelines shall be considered
230 approved and forwarded by the unit to the Provost for review within seven (7)
231 days from the original thirty (30) day deadline.

232 (c) If the dean objects to any provision of the proposed guidelines based on their
233 inconsistency with this Agreement and with the mission and goals of the
234 University, the dean shall return the guidelines to the unit, together with his/her
235 written objections within thirty (30) days. The faculty in the unit shall consider
236 the dean's written objections and, may, within sixty (60) days after receiving the
237 dean's objections, submit revised guidelines to the dean. If the faculty resubmit
238 guidelines modified consistent with the dean's prior objections, the dean shall
239 submit the revised guidelines to the Provost for promulgation within seven (7)
240 days of receiving the revised guidelines. If the dean objects to the revised
241 guidelines, based on their inconsistency with this Agreement and with the mission
242 and goals of the University, the dean shall provide written objections to the unit
243 within thirty (30) days from the submission date of the revised guidelines.

244 (d) If the faculty do not resubmit revised guidelines to the dean, or confirm in writing
245 their acceptance of the dean's suggested changes within thirty (30) days, the
246 guidelines shall be modified by the dean consistent with the dean's prior written
247 objections and submitted to the Provost for promulgation within seven (7) days
248 from the original thirty (30) day deadline.

249 (e) If the faculty and the dean cannot reach agreement on the guidelines within the
250 above stated deadlines, the guidelines shall be immediately submitted to the
251 Provost for review. Within thirty (30) days of submission, the Provost will shall

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252 review the guidelines to ensure they do not delete from, conflict with, or change
253 in any substantive manner, the University Criteria and that they are consistent
254 with the provisions of this Agreement and with the mission and goals of the
255 department and of the University. Upon acceptance and promulgation by the
256 Provost, the guidelines shall not become effective until one (1) year following
257 adoption of the changes unless agreed to by the faculty in the unit by a vote.
258 ~~thereafter be used by the chair/supervisor(s) in applying the University Criteria.~~

259 (f) If the Provost declines to accept and promulgate the guidelines, based on their
260 inconsistency with this Agreement and with the mission and goals of the
261 department and of the University, the proposed guidelines and the dean's
262 recommendations shall be submitted to the University Administration and UFF
263 bargaining teams for immediate negotiation in accordance with Chapter 447, Part
264 II, Florida Statutes.

265 ~~(f) If the faculty and the dean cannot reach agreement on the guidelines, or if the~~
266 ~~Provost declines to accept and promulgate the guidelines, the proposed guidelines and the~~
267 ~~dean's recommendations shall be submitted to the University Administration and~~
268 ~~UFF bargaining teams for immediate negotiation in accordance with Chapter 447, Part II,~~
269 ~~Florida Statutes.~~

270 (g) The application or interpretation of the promulgated guidelines shall be grievable
271 under this Agreement.

272 (h) A copy of the guidelines shall be kept on file in the unit office, as well as posted
273 on the University website. A copy of the guidelines shall also be provided to the UFF.

274 9.8 Periodic Review of Approved Guidelines.

275 The faculty and chair of each unit shall periodically review the approved and
276 promulgated guidelines for their respective unit and shall determine whether revisions are needed
277 to those guidelines. Revisions to approved and promulgated guidelines shall be made following
278 the same process described in Article 9.7 for the development of guidelines.

1
2 **ARTICLE 10**

ACADEMIC FREEDOM AND RESPONSIBILITY

3 10.1 Policy. The University Administration and the UFF shall fully maintain, encourage, and
4 protect academic freedom. "Academic" in this context means all matters relating to the
5 academy.

6 (a) Academic freedom and responsibility are essential to the University and apply to
7 teaching, research/creative activities, and professional, public, and University
8 service. The University Administration and the UFF also affirm that academic
9 freedom is accompanied by corresponding faculty and Administration
10 responsibilities, arising from the nature of the educational process.

11 (b) In order to ensure within the University an atmosphere of academic freedom,

12 (1) Neither the University Administration nor its representatives shall apply
13 any provision in this Agreement in such a way as to violate any faculty
14 member's academic freedom or to penalize a faculty member for the
15 legitimate exercise of academic freedom.

16 (2) The University Administration shall protect members of the faculty
17 against infringement of their academic freedom.

18 10.2 Academic Freedom. Faculty members shall be free to discuss all relevant matters in the
19 classroom, to explore all avenues of scholarship, research, and creative expression, to speak
20 freely on all matters of university governance without fear of University censorship, retaliation,
21 or discipline.

22 (a) Teaching and Research/Creative Activity. Faculty members shall have the
23 freedom to

24 (1) Present and discuss academic subjects relevant to the course of instruction,
25 including controversial material, frankly and in a forthright manner.

26 (2) Select instructional materials and define course content (unless the
27 affected department faculty decide to make group decisions), and
28 determine grades. The grade a current faculty member has determined for
29 a student's performance shall not be changed without the faculty
30 member's consent, except through the following appeal process:

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- 31 a. A student requesting a grade change must initiate an appeal to the
32 faculty member. If the faculty member approves the grade change
33 request, the faculty member shall provide a change of grade to
34 Enrollment Services Processing.
- 35 b. If the faculty member declines to change the student's grade
36 the student may continue the appeal process by appealing to the
37 department chairperson. The department chairperson may consult with
38 the faculty member concerning the requested grade change but the
39 department chairperson has no authority to change the grade without
40 the faculty member's concurrence.
- 41 c. If the appeal to the department chairperson does not result in a
42 change to the student's grade, the student may continue the appeal
43 process by appealing to the Dean of the college. The Dean may
44 consult with the faculty member regarding the requested grade
45 change but the Dean has no authority to change the grade without
46 the faculty member's concurrence.
- 47 d. If the requested grade change is not made by the faculty member
48 following the student's appeal to the department chairperson and
49 the Dean of the college, the student may continue the appeal
50 process by submitting an appeal, in writing or electronically, to the
51 University Academic Appeals Committee through the Office of the
52 Vice President for Academic Affairs.
- 53 e. When a student submits an appeal for a grade change to the
54 University Academic Appeals Committee, the majority of the
55 Committee which considers the appeal shall be composed of
56 in-unit faculty, and no case shall be heard without five (5) voting
57 members, the majority of whom shall be in-unit faculty. Time
58 limits for the appeals process shall be established by University
59 policy. The Chairperson of the Committee will send the date, time,
60 location, and procedures of the hearing to the student, faculty
61 member, department chairperson, and Dean of the college at least
62 ten (10) calendar days in advance of the hearing. Once a hearing
63 date is scheduled and communicated, it may not be rescheduled by
64 any involved party unless there is a documented emergency. If
65 either the student or the faculty member should be unavailable or
66 fail to appear at the scheduled hearing, the hearing may proceed in
67 his or her absence. A hearing must be rescheduled if the
68 Committee fails to reach a quorum. The Committee shall make a

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69 recommended decision to the Provost who shall issue a decision on
70 the student's appeal.

71 f. The Provost's decision can be appealed to the President by either
72 the student or the faculty member. The President shall make the
73 final decision on a student's appeal for a grade change.

74 (3) Freely engage in scholarly and creative activity and publish the results.

75 (b) Service. Service includes, but is not limited to, participation in the governance
76 processes of the University, which is a fundamental aspect of academic freedom.
77 Faculty shall have freedom to present ideas and discuss, frankly and in a
78 forthright manner, academic policy, University governance, or other matters
79 pertaining to the University.

80 10.3 Academic Responsibility of Faculty Members. Academic freedom is accompanied by
81 corresponding faculty responsibilities. Academic responsibility implies the competent
82 performance of academic duties and obligations, the responsible exercise of academic freedom,
83 and the commitment to support the responsible exercise of academic freedom by others.
84 Members of the faculty are expected to:

85 (a) Observe and uphold the commonly accepted ethical standards of the academy,
86 which includes being forthright and intellectually honest in the pursuit and
87 communication of scientific and scholarly knowledge;

88 (b) Treat students, staff, and colleagues in a civil manner consistent with the
89 provisions of this article and the article on nondiscrimination;

90 (c) Respect the integrity of the evaluation process, including the privacy rights of
91 students under law; and evaluate students, staff, and colleagues fairly according to
92 the criteria and procedures specified in the evaluation process;

93 (d) Represent oneself as a spokesperson for the University only when specifically
94 authorized to do so;

95 (e) Participate, as appropriate, in the system of ~~academic~~ shared governance,
96 especially at the department/unit level.

97 (f) Observe the published rules and regulations of the University, provided the rules
98 and regulations do not contravene academic freedom, which includes the faculty
99 member's right to responsibly criticize and seek revision of those rules and
100 regulations; ~~and~~

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101 (g) Refrain from engaging in either a pattern of behavior or a single, egregious
102 instance of behavior that disrupts or obstructs the orderly and effective
103 functioning of the department, college, or University.⁺

104 10.4 Academic Responsibility of the Board and the University Administration. Academic
105 freedom is accompanied by corresponding responsibilities of the Board and the University
106 Administration. Academic responsibility implies a commitment to actively foster within the
107 University a climate favorable to the responsible exercise of academic freedom. Therefore, it is
108 the responsibility of the Board and the University Administration to:

- 109 (a) Ensure that academic freedom is not stifled or compromised;
- 110 (b) Treat students, staff, and faculty members in a civil manner consistent with the
111 provisions of this article and the article on nondiscrimination;
- 112 (c) Respect the integrity of the evaluation process, including the privacy rights under
113 law of the students, faculty members, and staff; and evaluate students, faculty
114 members, and staff fairly according to the criteria and procedures specified in the
115 evaluation process;
- 116 (d) Prohibit unauthorized persons from entering or interrupting a faculty member's
117 classroom or laboratory, except with prior permission from the responsible faculty
118 member, or during legitimate emergencies. This exclusion shall not apply to
119 administrators who are responsible for evaluating the faculty member and who
120 have followed the provisions of the Evaluation article. At the faculty member's
121 request, University Administration shall take appropriate action to enforce this
122 subsection;
- 123 (e) Respect and adhere to the principles of shared academic governance;

124 ⁺~~This section shall not be construed or used to inhibit vigorous and tough-minded academic disagreements which~~
125 ~~are a vital aspect of academic freedom. Disruptive or obstructive behavior must be demonstrated by timely~~
126 ~~documentation in the faculty member's evaluation file. The University Administration and the UFF recognize that~~
127 ~~academic freedom is accompanied by corresponding responsibilities, including the duty to exercise appropriate~~
128 ~~restraint and to show appropriate respect for the right of others to hold differing opinions. Consequently, while~~
129 ~~academic disagreements are part of the orderly functioning of a university, appropriate constructive cooperation is~~
130 ~~also critical to the faculty member's effective performance as a member of the academy. The parties recognize that~~
131 ~~there is a point beyond which behavior exceeds may exceed the reasonable bounds of academic freedom, and~~
132 ~~becomes unduly disruptive and obstructive to the orderly and effective functioning of the institution. At that point,~~
133 ~~the faculty member's behavior is may be beyond the protection of academic freedom.~~

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- 134 (f) Observe the published rules and regulations of the University, provided that the
135 rules and regulations do not contravene academic freedom, which includes the
136 faculty member's right to responsibly criticize and seek revision of those rules
137 and regulations; and
- 138 (g) Refrain from engaging in behavior that directly undermines academic freedom as
139 described in this article or otherwise disrupts or obstructs the orderly and effective
140 functioning of the department, college, or University.

ARTICLE 12
APPOINTMENT

12.1 Policy. 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, 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.

12.2 Procedure.

(a) The University Administration shall authorize advertisements for 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 Office of Human Relations shall be included on the UNF vacancy announcement website.

(b) Faculty Search Committees shall be established for all non-visiting appointments. These faculty search committees shall be composed mostly of faculty (who are covered by this Agreement) from the appropriate unit or units. Furthermore, these faculty search committees shall not include department chairs or deans but may include an assistant or associate dean based upon his/her disciplinary expertise in the field in which the appointment will be made. The committees shall receive applications, screen candidates, and make recommendations for these appointment vacancies under the established standards, qualifications, competencies, and criteria. The University Administration welcomes applications from all qualified individuals. The requirement to use a Faculty Search Committee may be waived by the University President, for diversity purposes, or when the University is presented with an unusual or unique appointment opportunity to appoint an exceptional person. Waiver of the requirement to use a Faculty Search Committee is limited to a maximum of four (4) individuals in any three (3) year period, and the appointment is subject to approval by a majority of the faculty in the affected department. In those circumstances when the University President waives the Faculty Search Committee requirement, all faculty within the affected department will be provided information concerning the individual's qualifications prior to being given the opportunity to vote whether to recommend the appointment be made. The requirement to use a Faculty Search Committee may also be waived by a department for the purpose of conversion. A non-tenure-track faculty member who holds a SACS-approved terminal degree, and whose assigned duties over a period of at least 5 years consistently require that terminal degree, may be converted to the tenure-track by a majority vote of the affected department and the approval of the President. Conversion to the tenure-track will be at rank lateral to the non-tenure track rank at the time of conversion.

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37 (c) Committee Recommendations for Appointment. After the screening and
38 interview process has been completed, the Faculty Search Committee shall recommend for
39 possible appointment those candidates, if any, it deems most qualified in meeting the
40 established standards, qualifications, competencies, and criteria.

41 (d) Hiring Administrator's Decision.

42 (1) If a Faculty Search Committee cannot make a recommendation as per
43 Section 12.2(c) above, then the hiring administrator may ask the
44 Committee to consider additional candidates from the remaining pool of
45 candidates.

46 (2) Prior to making a recommendation to hire a candidate to fill a bargaining
47 unit vacancy, the Chair or the Dean of the Library shall meet with the
48 faculty members in the department /library to discuss the
49 recommendations of the faculty search committee and shall make the
50 faculty's views known to the hiring administrator.

51 (3) After receiving input from the faculty, the University Administration shall
52 appoint the candidate it deems most qualified based upon the candidates'
53 qualifications and competencies, and the approved standards and criteria.

54 12.3 Employment Contracts. All appointments shall be made on a University employment
55 contract signed by the President or designee and the faculty member. The University
56 employment contract shall contain the following elements:

57 (a) Date

58 (b) Classification title/rank and code

59 (c) Appointment status

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

61 (e) Length of the appointment

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

63 (g) Salary rate

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- 64 (h) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-
65 earning. If a year of service at another institution is being credited towards
66 promotion to Professor, a statement to that effect shall be included.
- 67 (i) A statement informing the faculty member of his/her obligation to report all
68 compensated outside activity and any non-compensated activity that the faculty
69 member should reasonably perceive to be a conflict of interest.
- 70 (j) A statement of any special conditions of employment detailed in the letter of
71 offer. If a condition of employment outlined in the letter of offer is not reflected in
72 the employment contract, such special condition shall be operative and the
73 employment contract shall be revised accordingly.
- 74 (k) A statement that the appointment is subject to the Constitution and law of the
75 State of Florida and the United States, the rules of the University, and the
76 provisions of this faculty Collective Bargaining Agreement.
- 77 (l) The following statement if the appointment is not subject to notice of non-
78 reappointment: “Your employment under this contract will cease on the date
79 indicated. No further notice of cessation of employment is required.” Those
80 appointments not subject to notice of non-reappointment are set forth in Article
81 13.2.
- 82 (m) The statement: “The faculty Collective Bargaining Agreement prohibits
83 discrimination against any faculty member based upon race, color, sex (inclusive
84 of Title IX), gender identity/expression, sexual orientation, religion, national
85 origin, age, veteran status, disability, political affiliation, marital status, or faculty
86 rights related to union activity as granted under Chapter 447, Florida Statutes.
87 The Agreement prohibits retaliation against an individual who complains of
88 discrimination or harassment or an individual who cooperates in an investigation
89 of an alleged violation of law or University regulation. A claim of such
90 discrimination against the University may be presented as a grievance pursuant to
91 the provisions of the Grievance and Arbitration article.
- 92 (n) A statement that the faculty member’s signature on the employment contract shall
93 not be deemed a waiver of the right to process a grievance with respect to
94 compliance with provisions of the Agreement.
- 95 (o) A statement that the salaries of faculty members in the department and the salaries
96 of faculty in the same rank are a matter of public record and are available for
97 review in the department office and in the Office of Human Resources.

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98 (p) The statement: "If you have not been provided with a copy of the faculty
99 collective Bargaining Agreement, notify your supervisor and you will be given
100 one."

101 12.4 Appointments.

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

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

110 (c) Change in Appointments.

111 (1) Faculty members shall serve on either an academic-year or a calendar-year
112 appointment.

113 (2) A faculty member serving on a calendar-year appointment may request an
114 academic-year appointment. Similarly, a faculty member serving on an
115 academic-year appointment may request a calendar-year appointment.
116 The President or designee shall carefully consider such requests. If the
117 requested change is denied, the President or designee shall provide written
118 notice of the reasons for the denial.

119 ~~(3) If approved by the President or representative, and assuming that the~~
120 ~~assigned responsibilities remain substantially the same, a faculty~~
121 ~~member's base salary shall be adjusted by nine-twelfths (9/12th) when~~
122 ~~changing from a calendar-year appointment to an academic-year~~
123 ~~appointment, or by twelve-ninths (12/9th) when changing from an~~
124 ~~academic-year appointment to a calendar-year appointment. For the~~
125 ~~purpose of calculating the base salary, any stipend must be eliminated~~
126 ~~before salary adjustments are made.~~

127 (4) The University Administration shall establish a written policy, which shall
128 be available in the Office of Academic Affairs, for adjusting to an
129 academic-year salary the calendar-year salary of faculty members who are
130 entering the bargaining unit from administrative duties and who have had

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131 no previous bargaining unit salary to adjust back to as described in
132 paragraph (3) above

133 (3) Faculty members who are reentering the bargaining unit from an
134 administration position shall be paid the salary they had before leaving the
135 bargaining unit with the addition of all raises and increases to which they
136 would have been entitled had they remained in-unit.

137 (4) Faculty members who enter the bargaining unit for the first time from an
138 administrative position will be paid the median in rank salary for that
139 department and unit.

140 12.5 Visiting Appointments.

141 (a) A visiting appointment shall be made only to a person having appropriate
142 professional qualifications. Under normal circumstances, the individual is employed as a visiting
143 faculty member on a particular line for a period of only one academic year. A visiting
144 appointment is not subject to the notice of non-reappointment provided in Article 13.2.

145 (b) Upon the effective date of this Agreement, visiting appointments may be extended
146 past the normal one-year period to a maximum of ~~three~~ two years in the
147 following circumstances:

148 (1) the appointment is a temporary appointment for which a search for a
149 regular full-time faculty position is either in process or planned to commence in
150 the foreseeable future, or

151 (2) the appointment is to substitute for a faculty member on sabbatical or
152 approved leave.

153 (c) Before approving any request to extend the employment of a visiting faculty
154 member, the Chair must consult with the faculty members in the department and
155 make the faculty's view on the extended appointment known to the hiring
156 administrator. Any request to extend the employment of a visiting faculty member
157 more than one year must have the approval of the Provost or designee. The
158 Provost or designee shall promptly notify the UFF regarding any such
159 extensions and UFF shall have the right to consult on such extensions under
160 the provisions of the Consultation article.

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

163 12.6 Adjunct Appointments. Adjunct instructional appointments are for one academic term at
164 a time and are ordinarily paid on a per course basis. The use of non-unit, non-salaried
165 instructional faculty (adjuncts) at the University shall, upon the request of the UFF Chapter
166 representatives, be a subject of consultation under the provisions of the Consultation article.

167 12.7 ~~Multi-Year~~ Fixed Multi-Year Appointments.

168 (a) Fixed multi-year ~~Multi-year~~ appointments are intended to allow the University to
169 secure staffing for a specific period of time. It is the expectation of the University
170 that fixed multi-year appointments are for a definite, limited term, and that there
171 is no expectation of continued employment at the conclusion of that term. A
172 fixed multi-year appointment shall be offered for a period of two to five academic
173 or calendar years. An initial or successive fixed multi-year appointment may be
174 offered only for the following:

175 (1) Individuals who have held the rank of associate or full professor for at
176 least five (5) years at another institution of higher education. No more
177 than six (6) such individuals shall hold multi-year appointments at the
178 same time.

179 (2) Individuals who have officially retired from universities or other
180 organizations who meet the required standards, qualifications,
181 competencies, and criteria.

182 (b) Criteria and Procedures.

183 (1) The criteria used to determine in which instances to offer an initial or
184 successive appointment shall include consideration of the basis for the
185 initial multi-year appointment, annual evaluations of performance,
186 professional growth, extent and currency of professional qualifications,
187 contribution to the mission of the department or program, staffing needs,
188 funding source alternatives and continuing program considerations.

189 (2) In the event the University Administration is willing to consider a
190 successive multi-year appointment for an individual faculty member, The
191 faculty member will be advised no later than three (3) months prior
192 to the end of the penultimate year of the appointment that to be considered

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193 for a successive multi-year appointment, the faculty member must submit
194 a request and written documentation to his/her Chair or supervisor. Prior
195 to making a recommendation on this issue, the Chair or the Dean of the
196 Library shall consult with the faculty members of equal or higher rank in
197 the department/library and shall make the faculty's views known to the
198 hiring administrator. The University Administration shall endeavor to
199 notify the faculty member in writing by July 1, but in no event later than
200 the beginning of the final year of the faculty member's current
201 appointment, of its decision to offer or not offer a successive appointment
202 of any type (multi-year or annual). An individual faculty member may not
203 receive successive multi-year appointments which total, in the aggregate,
204 more than ten (10) years.

205 (c) Faculty members who are under fixed multi-year contracts cannot be terminated
206 during the contract period except for just cause or layoff.

207 12.8 Continuous Multi-Year Contracts.

208 (a) Non-tenure track ranks, including library faculty, at the associate and university
209 levels are continuous multi-year appointments. Those at the associate level shall have a 3
210 year appointment. Those at the university level shall have a 5 year appointment.

211 (b) A continuous multi-year appointment automatically renews at the end of each
212 contract period.

213 (c) Faculty members who are under continuous multi-year contracts cannot be terminated
214 or have their contracts fail to renew except for just cause or layoff.