

ARTICLE 12
APPOINTMENT

WHAT CHANGES ARE PROPOSED

- Permits the conversion of highly qualified NTT faculty to a permanent line without a search, with the approval of all faculty.
- Salary adjustments for those returning to in-unit faculty positions from administrative positions to be in line with the salaries of others performing the same or similar jobs and the same or similar rank.
- Distinction between fixed multi-year contracts (temporary) and rolling multi-year contracts provided to NTTF. These are three (3) years at the associate level (Teaching Faculty II), and five (5) years at the university level (Teaching Faculty III).

WHY THE CHANGES ARE IMPORTANT

- This authority, like that of the president, allows the department to act in its own interest and that of the university in a manner that saves time and money. It is a practical expression of shared governance and fiscal responsibility.
- Rolling multi-year contracts help retain those faculty who, through the quality of their efforts over an extended period of time, have warranted promotion.
- Aids in the recruitment of high quality NTT faculty and provides for a stable workforce, which serves the interest of UNF and its mission.

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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.

UFF-UNF BOT Negotiations
UFF Proposal
September 1, 2017

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

UFF-UNF BOT Negotiations
UFF Proposal
September 1, 2017

- 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.

UFF-UNF BOT Negotiations
UFF Proposal
September 1, 2017

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

UFF-UNF BOT Negotiations
UFF Proposal
September 1, 2017

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.

UFF-UNF BOT Negotiations
UFF Proposal
September 1, 2017

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

UFF-UNF BOT Negotiations
UFF Proposal
September 1, 2017

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.