

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

**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.

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

(d) **Hiring Administrator's Decision.**

(1) If a Faculty Search Committee cannot make a recommendation as per Section 12.2(c) above, then the hiring administrator may ask the

**UNF-UFF Proposal and Notice of Waiver Removal: 9.6.2019**

46 Committee to consider additional candidates from the remaining pool of  
47 candidates.

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

54  
55 (3) After receiving input from the faculty, the University Administration shall  
56 appoint the candidate it deems most qualified based upon the candidates'  
57 qualifications and competencies, and the approved standards and criteria.  
58

59 **12.3 Employment Contracts.** All appointments shall be made on a University employment  
60 contract signed by the President or designee and the faculty member. The University employment  
61 contract shall contain the following elements:  
62

63 (a) Date

64 (b) Classification title/rank and code

65 (c) Appointment status

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

67 (e) Length of the appointment

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

69 (g) Salary rate

70 (h) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-  
71 earning. If a year of service at another institution is being credited towards  
72 promotion to Professor, a statement to that effect shall be included.

73 (i) A statement informing the faculty member of his/her obligation to report all  
74 compensated outside activity and any non-compensated activity that the faculty  
75 member should reasonably perceive to be a conflict of interest.

76 (j) A statement of any special conditions of employment detailed in the letter of  
77 offer. If a condition of employment outlined in the letter of offer is not reflected in  
78 the employment contract, such special condition shall be operative and the  
79 employment contract shall be revised accordingly.  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90

**UNF-UFF Proposal and Notice of Waiver Removal: 9.6.2019**

- 91 (k) A statement that the appointment is subject to the Constitution and law of the  
92 State of Florida and the United States, the rules of the University, and the  
93 provisions of this faculty Collective Bargaining Agreement.  
94
- 95 (l) The following statement if the appointment is not subject to notice of non-  
96 reappointment: “Your employment under this contract will cease on the date  
97 indicated. No further notice of cessation of employment is required.” Those  
98 appointments not subject to notice of non-reappointment are set forth in Article  
99 13.2.
- 100
- 101 (m) The statement: “The faculty Collective Bargaining Agreement prohibits  
102 discrimination against any faculty member based upon race, color, sex (inclusive  
103 of Title IX), gender identity/expression, sexual orientation, religion, national  
104 origin, age, veteran status, disability, political affiliation, marital status, or faculty  
105 rights related to union activity as granted under Chapter 447, Florida Statutes.  
106 The Agreement prohibits retaliation against an individual who complains of  
107 discrimination or harassment or an individual who cooperates in an investigation  
108 of an alleged violation of law or University regulation. A claim of such  
109 discrimination against the University may be presented as a grievance pursuant to  
110 the provisions of the Grievance and Arbitration article.  
111
- 112 (n) A statement that the faculty member’s signature on the employment contract shall  
113 not be deemed a waiver of the right to process a grievance with respect to  
114 compliance with provisions of the Agreement.  
115
- 116 (o) A statement that the salaries of faculty members in the department and the salaries  
117 of faculty in the same rank are a matter of public record and are available for  
118 review in the department office and in the Office of Human Resources.  
119
- 120 (p) The statement: “If you have not been provided with a copy of the faculty  
121 Collective Bargaining Agreement, notify your supervisor and you will be given  
122 one.”  
123

124 **12.4 Appointments.**

- 125
- 126 (a) **Salary Rate Calculation and Payment.** The biweekly salary rate of faculty  
127 serving on calendar-year appointments shall be calculated by dividing the calendar-  
128 year salary rate by the actual number of pay periods in the calendar year.  
129
- 130 (b) The academic year faculty contract shall normally be for thirty-nine (39)  
131 consecutive weeks and shall begin on the same date. However, the University  
132 Administration and the UFF recognize that there are exceptions to this provision  
133 and agree that the full academic-year salary rate associated with such  
134 appointments shall be paid across the appointment period.

135 (c) **Change in Appointments.**  
136

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

139  
140 (2) A faculty member serving on a calendar-year appointment may request an  
141 academic-year appointment. Similarly, a faculty member serving on an  
142 academic-year appointment may request a calendar-year appointment.  
143 The President or designee shall carefully consider such requests. If the  
144 requested change is denied, the President or designee shall provide written  
145 notice of the reasons for the denial.  
146

147 (3) If approved by the President or representative, and assuming that the  
148 assigned responsibilities remain substantially the same, a faculty  
149 member's base salary shall be adjusted by nine-twelfths (9/12th)  
150 when changing from a calendar-year appointment to an academic-year  
151 appointment, or by twelve-ninths (12/9th) when changing from an  
152 academic-year appointment to a calendar-year appointment. For the  
153 purpose of calculating the base salary, any stipend must be eliminated  
154 before salary adjustments are made.  
155

156 ~~(4) The University Administration shall establish a written policy, which shall~~  
157 ~~be available in the Office of Academic Affairs, for adjusting to an~~  
158 ~~academic-year salary the calendar-year salary of faculty members who are~~  
159 ~~entering the bargaining unit from administrative duties and who have had~~  
160 ~~no previous bargaining unit salary to adjust back to as described in~~  
161 ~~paragraph (3) above.~~  
162

163 12.5 **Visiting Appointments.**  
164

165 (a) A visiting appointment shall be made only to a person having appropriate  
166 professional qualifications. Under normal circumstances, the individual is employed as a  
167 visiting faculty member on a particular line for a period of only one academic year. A  
168 visiting appointment is not subject to the notice of non-reappointment provided in Article  
169 13.2.  
170

171 (b) Upon the effective date of this Agreement, visiting appointments may be  
172 extended past the normal one-year period to a maximum of three years in the following  
173 circumstances:  
174

175 (1) The appointment is a temporary appointment for which a search for a  
176 regular full-time faculty position is either in process or planned to commence in  
177 the foreseeable future, or  
178

179 (2) The appointment is to substitute for a faculty member on sabbatical or  
180 approved leave.

181 (c) Before approving any request to extend the employment of a visiting faculty  
182 member, the Chair must consult with the faculty members in the department and make  
183 the faculty's view on the extended appointment known to the hiring administrator. Any  
184 request to extend the employment of a visiting faculty member more than one year must  
185 have the approval of the Provost or designee. The Provost or designee shall promptly  
186 notify the UFF regarding any such extensions and UFF shall have the right to consult on  
187 such extensions under the provisions of the Consultation article.

188  
189 (d) Regardless of rank, no faculty member with a visiting appointment shall be given  
190 a regular appointment without following the search procedures set forth in this article.

191  
192 **12.6 Adjunct Appointments.** Adjunct instructional appointments are for one academic term at  
193 a time and are ordinarily paid on a per course basis. The use of non-unit, non-salaried instructional  
194 faculty (adjuncts) at the University shall, upon the request of the UFF Chapter representatives, be  
195 a subject of consultation under the provisions of the Consultation article.

196  
197 **12.7 Multi-Year Appointments.**

198  
199 (a) Multi-year appointments are intended to allow the University to secure staffing  
200 for a specific period of time. It is the expectation of the University that multi-year  
201 appointments are for a definite, limited term, and that there is no expectation of continued  
202 employment at the conclusion of that term. A multi-year appointment shall be offered for  
203 a period of two to five academic or calendar years. An initial or successive multi-year  
204 appointment may be offered only for the following:

205  
206  
207 (1) Individuals who have held the rank of associate or full professor for at  
208 least five (5) years at another institution of higher education. No more  
209 than six (6) such individuals shall hold multi-year appointments at the  
210 same time.

211  
212 (2) Individuals who have officially retired from universities or other  
213 organizations who meet the required standards, qualifications,  
214 competencies, and criteria.

215  
216 (b) **Criteria and Procedures.**

217  
218 (1) The criteria used to determine in which instances to offer an initial or  
219 successive appointment shall include consideration of the basis for the  
220 initial multi-year appointment, annual evaluations of performance,  
221 professional growth, extent and currency of professional qualifications,  
222 contribution to the mission of the department or program, staffing needs,  
223 funding source alternatives and continuing program considerations.

**UNF-UFF Proposal and Notice of Waiver Removal: 9.6.2019**

224 (2) In the event the University Administration is willing to consider a  
225 successive multi-year appointment for an individual faculty member, The  
226 faculty member will be advised no later than three (3) months prior  
227 to the end of the penultimate year of the appointment that to be considered  
228 for a successive multi-year appointment, the faculty member must submit  
229 a request and written documentation to his/her Chair or supervisor. Prior  
230 to making a recommendation on this issue, the Chair or the Dean of the  
231 Library shall consult with the faculty members of equal or higher rank in  
232 the department/library and shall make the faculty's views known to the  
233 hiring administrator. The University Administration shall endeavor to  
234 notify the faculty member in writing by July 1, but in no event later than  
235 the beginning of the final year of the faculty member's current  
236 appointment, of its decision to offer or not offer a successive appointment  
237 of any type (multi-year or annual). An individual faculty member may not  
238 receive successive multi-year appointments which total, in the aggregate,  
239 more than ten (10) years.

240  
241 (c) Faculty members who are under multi-year contracts cannot be terminated during  
242 the contract period except for just cause or layoff.  
243  
244  
245  
246  
247  
248  
249  
250  
251