

**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

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

- (2) Prior to making a recommendation to hire a candidate to fill a bargaining unit vacancy, the Chair or the Dean of the Library shall meet with the faculty members in the department /library to discuss the recommendations of the faculty search committee and shall make the faculty's views known to the hiring administrator.
- (3) After receiving input from the faculty, the University Administration shall appoint the candidate it deems most qualified based upon the candidates' qualifications and competencies, and the approved standards and criteria.

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

- (a) Date
- (b) Classification title/rank and code
- (c) Appointment status
- (d) College and department, or other employment unit
- (e) Length of the appointment
- (f) Percent of full-time effort (FTE) assigned
- (g) Salary rate
- (h) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-earning. If a year of service at another institution is being credited towards promotion to Professor, a statement to that effect shall be included.
- (i) A statement informing the faculty member of his/her obligation to report all compensated outside activity and any non-compensated activity that the faculty member should reasonably perceive to be a conflict of interest.
- (j) A statement of any special conditions of employment detailed in the letter of offer. If a condition of employment outlined in the letter of offer is not reflected in the employment contract, such special condition shall be operative and the employment contract shall be revised accordingly.

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

12.4 Appointments.

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

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(c) **Change in Appointments.**

- (1) Faculty members shall serve on either an academic-year or a calendar-year appointment.
- (2) A faculty member serving on a calendar-year appointment may request an academic-year appointment. Similarly, a faculty member serving on an academic-year appointment may request a calendar-year appointment. The President or designee shall carefully consider such requests. If the requested change is denied, the President or designee shall provide written notice of the reasons for the denial.
- (3) If approved by the President or representative, and assuming that the assigned responsibilities remain substantially the same, a faculty member's base salary shall be adjusted by nine-twelfths (9/12th) when changing from a calendar-year appointment to an academic-year appointment, or by twelve-ninths (12/9th) when changing from an academic-year appointment to a calendar-year appointment. For the purpose of calculating the base salary, any stipend must be eliminated before salary adjustments are made.
- (4) The University Administration shall establish a written policy, which shall be available in the Office of Academic Affairs, for adjusting to an academic-year salary the calendar-year salary of faculty members who are entering the bargaining unit from administrative duties and who have had no previous bargaining unit salary to adjust back to as described in paragraph (3) above.

12.5 **Visiting Appointments.**

- (a) A visiting appointment shall be made only to a person having appropriate professional qualifications. Under normal circumstances, the individual is employed as a visiting faculty member on a particular line for a period of only one academic year. A visiting appointment is not subject to the notice of non-reappointment provided in Article 13.2.
- (b) Upon the effective date of this Agreement, visiting appointments may be extended past the normal one-year period to a maximum of three years in the following circumstances:
 - (1) The appointment is a temporary appointment for which a search for a regular full-time faculty position is either in process or planned to commence in the foreseeable future, or
 - (2) The appointment is to substitute for a faculty member on sabbatical or approved leave.

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

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

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

12.7 Multi-Year Appointments.

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

- (1) Individuals who have held the rank of associate or full professor for at least five (5) years at another institution of higher education. No more than six (6) such individuals shall hold multi-year appointments at the same time.
- (2) Individuals who have officially retired from universities or other organizations who meet the required standards, qualifications, competencies, and criteria.

(b) Criteria and Procedures.

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

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- (2) In the event the University Administration is willing to consider a successive multi-year appointment for an individual faculty member, The faculty member will be advised no later than three (3) months prior to the end of the penultimate year of the appointment that to be considered for a successive multi-year appointment, the faculty member must submit a request and written documentation to his/her Chair or supervisor. Prior to making a recommendation on this issue, the Chair or the Dean of the Library shall consult with the faculty members of equal or higher rank in the department/library and shall make the faculty's views known to the hiring administrator. The University Administration shall endeavor to notify the faculty member in writing by July 1, but in no event later than the beginning of the final year of the faculty member's current appointment, of its decision to offer or not offer a successive appointment of any type (multi-year or annual). An individual faculty member may not receive successive multi-year appointments which total, in the aggregate, more than ten (10) years.
- (c) Faculty members who are under multi-year contracts cannot be terminated during the contract period except for just cause or layoff.