

Article 8

Appointment

8.1 Policy

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

8.2 Advertisement of Vacancies

Bargaining unit vacancies shall be advertised in the position vacancy announcement system. All regular faculty vacancies—all tenured/tenure-earning vacancies, all non-visiting instructor vacancies, and all librarian vacancies—shall be advertised regionally, nationally, or internationally in a manner consistent with common professional practices of peer institutions. Employees of lower or equivalent ranks, employees who are spouses of employees, and employees who are local residents shall not, in the hiring process, be disadvantaged for that reason, except as provided in Florida Statutes Chapter 112. Prior to making the decision to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall consider recommendations which have resulted from the review of candidates by employees in the department, and following the departmental and College guidelines for hiring. No employee shall be offered appointment in a tenure-earning position without a secret ballot indicating majority support of in-unit tenured and tenure-earning employees in the department/unit. No employee shall be offered appointment with tenure without a secret ballot indicating majority support of in-unit tenured employees in the department/unit.

8.3 Appointments

All appointments shall be made via standard University offer letters. The University may attach informational addenda, except that such addenda may not abridge the employee's rights or benefits provided in this Agreement. All academic year appointments shall begin on the same date, except when otherwise modified and mutually agreed to by the University and the employee. A new offer letter will be generated should the essence of the appointment change (i.e., salary outside of established salary increase processes, promotions, tenure, etc.). Offer letters shall contain the following elements:

- A. (1) Effective Date;
- (2) Title, class code, rank, and appointment status;

(3) Employment unit (e.g., department, college, institute, area, center, etc.);

(4) An end date, if the appointment is for a limited duration. Otherwise, a statement indicating, "This employment offer will remain in force unless otherwise specified

(5) Special conditions of employment;

(6) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-earning (specifying prior service in another institution to be credited toward tenure);

(7) A statement that the employee's signature on the standard employment contract shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 20 Grievance Procedure and Arbitration;

(8) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules and regulations of all applicable governing bodies of the University.

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

(10) Salary rate;

(11) The statement: "The USF/UFF Collective Bargaining Agreement (Article 6) prohibits discrimination against any employee based upon race, color, sex, sexual orientation, religion, national origin, age, military status, veteran status, disability, political affiliation, marital status, or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the University may be presented as grievances pursuant to Article 20, Grievance Procedure and Arbitration";

(12) A statement informing the employee of the obligation to report outside activity and conflict of interest under the provisions of Article 19, Conflict of Interest and Outside Activity of the Agreement; and

(13) Principal place of employment.

B. Change in Appointments. Within thirty (30) calendar days of any changes in appointment terms, including changes in rank or the length of appointments, an employee shall receive an employment document outlining the changes, including all of the provisions listed above.

8.4 Appointments

A. An employee who has been given an assignment as a department/unit head is generally eligible for a change in appointment from nine (9) months to twelve (12) months, depending on the size and complexity of the department/unit. In addition to eligibility for the adjustment in salary from nine (9) month to twelve (12) month pay scale, the employee ~~may~~ will be awarded a stipend, dependent on the number of faculty and the complexity of the department/unit. For all such employees not appointed on an interim basis, if an employee's base salary is below 95% of her or his average national market salary, her or his base salary shall be adjusted to 95% of the average national market salary as measured by the VH/RU average by rank and discipline of the latest published OSU study, ARL data, or other relevant national salary data. The University shall by April 1, 2010, publish and regularly review objective guidelines on the classification of department/unit heads into nine (9) and twelve (12) month appointments and on stipends for department/unit heads. Additional salary adjustments shall be governed by Article 23.

B. Change in Appointments.

1. An employee serving on a twelve (12) month appointment may request an academic year appointment. Similarly, an employee serving on an academic year appointment may request a twelve (12) month appointment. The President or representative shall carefully consider such requests, although staffing considerations and other relevant university needs may prevent them from being granted.

2. Upon approval by the President or representative, and assuming that the assigned responsibilities remain substantially the same, an employee's base salary shall be adjusted by 81.8 percent when changing from a twelve (12) month to an academic year appointment or by 122.2 percent when changing from an academic year appointment to a twelve (12) month appointment. For an employee whose appointment was previously changed at a salary adjustment other than 122.2 percent or at a salary adjustment other than 81.8 percent, the percent which is the reciprocal of the percent previously used shall be used to make the salary adjustment.

C. Summer Appointments Policy.

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

2. Supplemental summer appointments shall be made in accordance with Section 1012.945, Florida Statutes ("the Twelve Hour Law").

3. Compensation. Faculty teaching during any of the summer terms shall be compensated in the same ratio of salary to assigned FTE compensation received during the regular academic year, ~~but not exceed \$12,000~~. For example, if a faculty member were assigned a three contact hour summer course that constituted .25 FTE of the faculty member's time if taught during a semester in the regular academic year and that faculty member's nine-month salary was \$60,000, then the summer compensation for teaching that course

would be \$7,500 (quarter of the semester salary of \$30,000 or 12.5% of \$60,000 but not to exceed \$12,000). ~~If a class is enrollment dependent and the minimum enrollment is not achieved, the Faculty scheduled to teach the class may negotiate with the Chair for compensation based on the enrollment but not for less than 10% of the salary. An enrollment dependent class that does not achieve minimum enrollment is otherwise subject to cancellation.~~

~~4. The \$12,000 limit continued in C.3 shall expire on August 6, 2009. All other provisions of C.3 remain in effect.~~

4. Summer Appointment Study. The University and UFF shall each appoint three (3) representatives to serve on a Summer Appointment Study Committee to examine concerns of employees and the University regarding supplemental summer appointments. The study committee shall issue a written report within six (6) months of the ratification of this Article.

D. Extra University Compensation Appointments.

~~1. An Employee who is assigned increased University duties and responsibilities that are not in excess of a full appointment (1.0 FTE) is eligible for a salary adjustment to compensate the employee for said duties and responsibilities.~~

Extra University compensation is defined as University compensation for any duties in excess of a full appointment (1.0 FTE). Available extra University compensation appointments within the University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection. Extra compensation must be paid in accordance with applicable laws, rules, regulations and procedures. Any compensation paid in excess of the established FTE on the position shall be paid from OPS or temporary funds. All appointments up to the FTE established on the line, including summer appointments, shall be paid from salary funds. Exceptions are limited to the following: (1) faculty paid from grants/contracts during the summer may at their option and upon approval of their supervisors, receive payment in OPS so long as the grant/contract so stipulates; (2) faculty appointed in departments/units other than their own may receive summer payments from OPS funds regardless of the FTE assigned to them in their home units.

E. Visiting Appointments.

A "visiting" appointment is one made to a person having appropriate professional qualifications but not expected to be available for more than a limited period, or to a person in a position which the University does not expect to be available for more than a limited period. A visiting appointment may not exceed a total of four (4) consecutive years.

F. Adjunct Appointments.

The use of adjuncts at the University shall, upon the request of the UFF Chapter representatives, be a subject of consultation under the provisions of Article 2.1, Consultation.

G. Fixed Multi-Year Appointments.

1. Two- to five-year fixed multi-year appointments may be offered for the following:

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

2. Successive fixed multi-year appointments may be offered to eligible employees hired pursuant to Article 8.4(F)(1) as follows:

- a. Criteria used to determine in which instances to offer successive appointments include consideration of the basis for the initial fixed multi-year appointment, evaluation of performance, professional growth, extent and currency of professional qualifications, contribution to the mission of the department or program, staffing needs, funding source alternatives, and continuing program considerations. Such criteria shall be in writing and available to all eligible employees.
- b. The employee will be advised in the penultimate year of the appointment that to be considered for a successive fixed multi-year appointment, the employee must submit a request and written documentation pursuant to written procedures established by the University. The University shall notify the employee in writing of its decision to offer or not offer a successive appointment by the beginning of the final year of the employee's current appointment.

8.5 Reclassification of an Employee to a Non-Unit Classification.

Employees shall be provided written notice thirty (30) days in advance, with a copy to UFF, when the University proposes to reclassify the employee to a classification which is not contained in the General Faculty bargaining unit. The employee may request a review of such action consistent with the provisions of Article 27.6 and UFF may discuss such action pursuant to Article 2, Consultation.