

ARTICLE 12
APPOINTMENT

12.1 Policy.

(a) The Trustees, working with the faculty, shall establish standards, qualifications, and criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. A well-diversified faculty, including qualified women and minority faculty members, is consistent with this objective as well as the University's educational mission. Therefore, in order to achieve these ends, the Trustees shall authorize advertisement of positions and the recruitment of candidates and shall review the adequacy of efforts to develop applicant pools; faculty committees and other appropriate University officials shall develop applicant pools and receive and review applications; and the dean or equivalent administrator (hereafter, the "dean"), working with the faculty and appropriate other administrators, shall make such appointments as appropriate under the established standards, qualifications, and criteria.

(b) Recognizing that the appointment of a spouse or domestic partner may be an important means of attracting and retaining qualified faculty members, the Trustees shall give special consideration to funding for spousal/domestic partner appointments in the bargaining unit, in order to encourage and facilitate the offering of tenure or tenure-track appointments, shared appointments, or multi-year appointments to qualified spouses or domestic partners.

(c) A written commitment made by the Trustees or designee to a faculty member regarding the faculty member's appointment, or matters associated with the appointment, shall be subject to enforcement under Article 31, Grievance Procedure and Arbitration. No special commitment or conditions shall bind the University indefinitely. A special commitment or condition will be observed unless it is no longer financially or logistically feasible or circumstances have changed enough that it is no longer in the legitimate interests of the University.

12.2 Procedures for Filling Vacancies.

(a) Bargaining unit vacancies shall be advertised through appropriate professional channels. Faculty members of lower or equivalent ranks and spouses/domestic partners of faculty members shall not be disadvantaged in the hiring process for that reason.

(b) Each candidate interviewed for a job position in the bargaining unit shall be provided with the URL addresses for the UFBOT-UFF Agreement and shall be advised, prior to the negotiation of the candidate's initial salary, how to access a listing of the salaries of faculty members in the department/unit, by rank and years of experience.

(c) Faculty search committees composed of faculty members from the appropriate

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department(s) or equivalent unit (hereafter, the “department”) shall be established by the department chair (hereafter, “chair) for all tenure-track faculty appointments and other faculty appointments as may be specified in the department’s bylaws. No less than three-fourths of the committee’s members shall be faculty members in the department. A faculty search committee may include all faculty members in the department.

(d) Faculty Search Committee’s Review and Recommendation. The faculty search committee shall receive applications, screen candidates, and make recommendations for these appointment vacancies based upon the candidates’ qualifications, competency, and other reasonable criteria and standards established by the Trustees and appropriate for the discipline, provided that in no case shall such criteria and standards violate the Nondiscrimination article of this Agreement.

(1) The appropriate personnel shall secure reliable and detailed information on prospective candidates and reach decisions on their relative merits. Final candidates shall receive information including title and nature of the position, salary, type of contract, basic assignment, primary emphasis of the department, normal instruction load and other duties, tenure and promotion status, requirements for tenure and promotion, salary increases, information on the University, and any other relevant information.

(2) If practicable, the candidates reaching the final stages of screening shall be invited to the campus for personal interviews with departmental faculty and appropriate officials.

(3) After the screening and interview process has been completed, the faculty members of the department shall vote by secret ballot to register their recommendations regarding the possible appointment of the candidates. The faculty search committee shall recommend to the chair for possible appointment those candidates, if any, that it deems acceptable and that have met the established standards, qualifications, competencies, and criteria appropriate to the discipline.

(e) Chair’s Recommendation.

(1) Prior to making a recommendation to appoint a candidate for a faculty position, the chair shall meet with the other faculty members in the department to discuss the recommendations of the faculty search committee and shall make the faculty’s views known to the dean.

(2) The chair shall recommend to the dean those candidates that the chair deems acceptable and that have met the established standards, qualifications, competencies, and criteria appropriate to the discipline. The chair shall also submit to the dean the faculty search committee’s recommended candidates, if any, and the vote of the department faculty on the interviewed candidates.

(3) The chair may make a recommendation different from the preferences of the faculty search committee or those reflected in the vote of the department faculty, provided that the chair does not recommend a candidate that the faculty as a whole has determined to be unacceptable.

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(f) Dean’s Decision.

(1) If the faculty search committee cannot make a recommendation pursuant to Section 12.2(d) above, or if the dean finds none of the recommended candidates acceptable, then the dean may ask the committee to consider additional candidates from the remaining pool of candidates.

(2) After receiving the recommendation(s) of the faculty search committee, the input from the department faculty, and the chair’s recommendation(s), the dean shall appoint the recommended candidate that the dean deems is most qualified based upon the candidate’s qualifications and competencies, and the established standards and criteria appropriate to the discipline.

12.3 Letter of Appointment. All appointments shall be made on a University Letter of Appointment and signed by the President or representative and the faculty member. The Letter of Appointment may include informational addenda reflecting negotiated agreements between the parties, except that such addenda shall not abridge the faculty member’s rights or benefits provided in this Agreement. All Letters of Appointment shall contain the following elements:

(a) Date.

(b) Professional Classification System title, class code, rank, and appointment status modifier, if applicable.

(c) Department, program, college, or other employment unit.

(d) The length of the appointment.

(e) Percent of full-time effort (hereafter, “FTE”) assigned.

(f) Principal place of employment.

(g) The minimum salary, if any, for the rank or job classification.

(h) Salary rate.

(i) A statement that the position covered by the appointment is (1) tenured or permanent status, (2) eligible for tenure or permanent status, or (3) not eligible for tenure or permanent-status.

(j) The duties and responsibilities the faculty member may be assigned to perform in teaching, research, and service, or other assigned responsibilities, and a brief explanation and

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description of the annual evaluative process and criteria used in personnel decisions as set forth in the BOT-UFF Collective Bargaining Agreement.

(k) Special conditions of employment, including assignments to a second instructional location, special restrictive covenants of clinical teaching, and any special commitments from the University that were negotiated.

(l) The following statement: “This Letter of Appointment reflects any and all special conditions that were negotiated between you and the University and that the University has committed to honor. No special commitment or conditions shall bind the University indefinitely. A special commitment or condition will be observed unless it is no longer financially or logistically feasible or circumstances have changed enough that it is no longer in the legitimate interests of the University. The reason for the cessation of the special commitment or condition will be provided in writing. If a negotiated special condition or commitment by the University is not reflected in this Letter of Appointment, you should notify the appropriate administrator immediately. Upon notification of the omission of any valid special commitment or condition, the Letter of Appointment shall be revised, and the special condition shall not be obligatory unless the parties execute a revised Letter of Appointment.” The Letter of Appointment shall be subject to enforcement under Article 31, Grievance Procedure and Arbitration.

(m) The following statement, if the appointment is not subject to the notice provisions of Section 13.3(b) of the BOT-UFF Collective Bargaining Agreement: “Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.”

(n) The statement: “The BOT-UFF Collective Bargaining Agreement (Article 11) prohibits discrimination against any faculty member based upon race, color, sex, religious creed, national or ethnic origin, age, disability, political opinions or affiliation, sexual orientation, marital status, or veteran status as protected under the Vietnam Era Veteran’s Readjustment Assistance Act, nor shall the Trustees or the UFF abridge any rights of faculty members related to union activity granted under Chapter 447, Florida Statutes. Claims against the Trustees, charging such discrimination may be presented as grievances pursuant to Article 31, Grievance Procedure and Arbitration.”

(o) A statement informing the faculty member of the obligation to report outside activity and conflict of interest under the provisions of Article 19 of the Collective Bargaining Agreement.

(p) A statement that the faculty member’s signature on the standard employment contract shall not be deemed a waiver of the right to process a grievance with respect thereto in

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compliance with Article 31, Grievance Procedure and Arbitration.

(q) The statement: “If you have not been provided with a copy of the BOT-UFF Collective Bargaining Agreement, notify your supervisor and you will be given one.”

12.4 Appointments. Appointments are classified by title, rank, duration, degree of effort, and tenure status.

(a) The academic appointees of the University shall consist of personnel holding the academic ranks of assistant professor, associate professor, professor or above, or the equivalent academic ranks in the instructional, research, or extension units or other academic functions, and personnel holding other specialty faculty titles or ranks. Equivalent faculty ranks may be granted in the scholar, scientist, engineer, and curator series.

(b) Appointments Classified by Duration of Time.

(1) Continuing — those appointments for periods of no more than a twelve- (12) month period (July 1 - June 30) but at least thirty-nine (39) weeks beginning with the Fall or Summer term. Twelve (12)-month appointments are known as “calendar year” appointments, and nine (9)-month appointments are known as “academic year” appointments.

a. Nine (9)-month (academic year) faculty appointments shall be for approximately thirty-nine (39) consecutive weeks and shall normally begin on the same date. However, the Trustees 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. A supplemental appointment may be offered for all or part of the remaining year.

b. No faculty appointment, including appointments to serve in academic-administrative classifications or administrative positions, shall be for a term exceeding a twelve (12)-month period ending June 30.

(2) Temporary — those emergency appointments for a period of time of less than thirty-nine (39) weeks of an academic year, or for a specific or limited period of time. If an appointment is temporary, the contract or letter of appointment shall so state and notice of non-renewal is not required.

(3) Multi-year — those appointments for a fixed term as indicated in the employment offer and appointment. The multi-year contract cannot exceed five (5) years. Persons with such appointments shall not receive a notice of non-renewal during the term of the specified multi-year appointment. The appointment shall expire at the end of the specified multi-year period, and no further notice of cessation of employment is required.

(c) Appointments Classified by Degree of Effort.

(1) Full-time — the utilization of effort considered to be the normal or standard amount required during a given time period, equivalent to 100% or 1.00 FTE.

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(2) Part-time — the utilization of effort considered less than customary or standard during a given time period, equivalent to less than 100% or less than 1.00 FTE, or appointments for less than thirty-nine (39) weeks. Such an appointment involves either working less than 100% of the time through an academic or calendar year or working full-time for less than the full number of terms in the academic year.

(d) Notice for Non-Tenured Faculty. The appointment of non-tenured or non-permanent-status faculty is subject to renewal or non-renewal in accordance with the appropriate notice provisions set forth in the Non-Renewal article of this Agreement.

(1) If the appointment is for a limited period of time and at the time the appointment is made the University does not expect or intend to renew it, the letter of appointment, or Notice of Appointment, shall state: “Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.” Whenever the foregoing statement has been included in the letter, or notice, the employee shall not thereafter be entitled to any further notice that the appointment will not be renewed.

(2) Section (d)(1), above, does not apply to positions that are tenure- or permanent-status-accruing or to faculty with five or more years of continuous service whose salaries are funded through “soft money.”

(e) Faculty with Administrative Appointments.

(1) A faculty member appointed to an administrative classification may be reclassified and reassigned to other faculty or administrative duties at any time during the term of that appointment. If the faculty member is reclassified and reassigned, the pay rate and appointment period shall be adjusted to reflect the new responsibilities, consistent with this Agreement.

(2) Administrative appointments do not affect the tenure or permanent status of the faculty member.

(f) Renewal of Appointments. After the initial appointment, a faculty member shall be officially notified of the renewal of an appointment by means of a Notice of Appointment or a letter indicating the renewal of the reappointment.

(1) The appointment of tenured or permanent status faculty shall be renewed annually unless terminated for just cause subject to the limitations set forth in Article 30, Disciplinary Action and Job Abandonment. The terms of the renewal of the appointment shall be consistent with the degree of effort (FTE) and the duration of time (calendar or academic year) of the original appointment in which the faculty member was granted tenure or permanent status or prior renewal.

(2) Renewal of appointments, as well as other personnel decisions, shall be based on the effectiveness of the faculty member’s performance in the assigned duties as they relate to the areas of teaching, research, and service, and the requirements of the department.

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(g) P. K. Yonge Developmental Research School Appointments.

(1) Academic Year Appointments. The academic year appointment period (hereafter, “calendar”) for P. K. Yonge faculty members consists of a Fall and Spring semester of approximately 42 contiguous weeks, and shall consist of not more than 194 days. In scheduling these days, the Trustees shall consider the calendar of the local district. The calendar for the following academic year shall be submitted to the faculty for its consideration, and such scheduling shall be subject to consultation under the Consultation article of the Agreement.

(2) Review Period. The initial annual contract of a P. K. Yonge faculty member shall include a 97-day probationary period during which time the faculty member’s contract may be terminated without cause or the faculty member may resign without breach of contract.

(3) Mentor Program.

a. The appropriate administrator shall select “mentors” from among the P. K. Yonge faculty. The administrator shall notify faculty of the selection process for the “mentor” program.

b. No faculty member shall be required to be a “mentor.”

c. Prior to accepting a position as a “mentor,” a faculty member shall be provided with a written description of the role of the mentor, which will include responsibilities, available released time, in-service requirements, an approximation of the time required, and any supplement to be paid.

(h) Multi-Year Appointments.

(1) A multi-year appointment shall be offered for a period of not less than two and not more than five (5) academic or calendar years.

(2) The appointment shall expire at the end of the specified multi-year period but may be renewed. Persons with such appointments shall not receive a notice of non-renewal during the term of the specified multi-year appointment, and no further notice of cessation of employment is required.

(3) Faculty members on multi-year appointments cannot be terminated during the contract period except for just cause or layoff.

(4) The criteria and procedures for such appointments shall be maintained in the college or department written policies.

(5) An initial or successive multi-year appointment may be offered only for the following:

a. Non-tenure-earning academic appointments.

b. Individuals who have officially retired from universities or other organizations and who meet the required standards, qualifications, competencies, and criteria.

(6) Criteria and Procedures. Department chairs and deans, working with the faculty and appropriate other administrators, shall develop the criteria and procedures for an initial

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or successive multi-year appointment in each department or college.

a. 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.

b. These written criteria and procedures shall be implemented upon a majority vote of the department faculty and shall be made available to all faculty members.

c. The faculty member shall be advised in 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 the department chair, pursuant to written procedures established in the appropriate department's policies.

d. Prior to making a recommendation on the request, the chair shall consult with the faculty members in the department and shall make the faculty's views known to the dean.

e. The dean 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 the decision to offer or not offer a successive appointment.

(i) "Job sharing" shall be permitted between two faculty members under the following conditions:

- (1) Participation is voluntary;
- (2) The hours and responsibilities are outlined in writing;
- (3) The hours and responsibilities provide both faculty members with the time worked necessary to qualify for salary increases as well as retirement and other benefits;
- (4) The job sharing is approved by the participating faculty members and their chair; and
- (5) The dean or deans supervising the faculty members have granted their approval for the sharing for a specific period, up to a maximum of one year, at which time the sharing will be reviewed and approval will be either renewed or denied.

(j) Visiting Appointments.

(1) A visiting appointment shall be made only to a person having appropriate professional qualifications but not expected to be available for more than a limited period, normally one year, or to a person in a position that the Trustees do not expect to be available for more than a limited period.

(2) Visiting appointments may be extended past the normal one-year period under unusual circumstances.

(3) Before approving any request to extend the employment of a visiting faculty member, the chair must consult with the faculty members in the department. UFF shall have the

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right to consult on such extensions under the provisions of the Consultation article.

(4) 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.

(k) Adjunct Appointments.

(1) Adjunct instructional appointments are for one academic term at a time and are ordinarily part-time, non-salaried instructional employees paid on a per course basis.

(2) The use of adjuncts shall, upon the request of the UFF, be a subject of consultation under the provisions of the Consultation article of this Agreement.

12.5 Change in Appointments.

(a) Notification of changes in an appointment shall be given in the same fashion as the notification of non-renewal provisions of the Non-Renewal article of this Agreement.

(b) A faculty member serving on a calendar year appointment may request an academic year appointment, or an annual-leave-accruing appointment of less than twelve (12) months but more than nine (9) months. Similarly, a faculty member serving on an academic-year appointment may request a calendar-year appointment or an annual-leave-accruing appointment of less than twelve (12) months but more than nine (9) months. The Trustees shall carefully consider such requests. If the requested change is denied, the Trustees shall provide written notice of the reasons for the denial.

(1) Upon approval by the Trustees, and assuming that the assigned responsibilities remain substantially the same, a faculty member's base salary shall be adjusted by 81.8 percent when changing from a calendar-year to an academic-year appointment, or by 122.2 percent when changing from an academic-year to a calendar-year appointment.

(2) Upon approval of a change from a calendar-year appointment to an annual-leave-accruing appointment of less than twelve (12) months but more than nine (9) months, the faculty member's salary shall be adjusted to a percent of the calendar-year base salary that is mathematically proportionate.

(3) The Trustees shall establish a written policy, which shall be available in the Office of Academic Affairs and each college, 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 above.

(c) FTE Reduction. Under special circumstances the degree of effort (FTE) or the duration of the appointment may be altered by written agreement between the appropriate administrator and the faculty member, provided that

(1) The reduction in FTE shall reflect a corresponding tangible net reduction in the faculty member's assigned duties (teaching, research/scholarship/creative activities, and service).

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(2) Such changes in the appointment shall be submitted for approval through the appropriate administrative channels to the Office of Academic Affairs prior to any change in the appointment.

(d) A faculty member who has been awarded tenure or permanent status or who is in a tenure-earning or permanent-status-earning position shall not have the appointment reduced without the faculty member's expressed written approval.

12.6 Salary Rate Calculation and Payment.

(a) The biweekly salary rate of faculty members serving on twelve (12)-month (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) Twelve-Month Payment Option. The Trustees shall examine twelve-month payment options under which faculty members on nine-month contracts shall have the option of being paid their nine-month base salary over a twelve-month period. The results of the study will be shared with UFF within one year after the signature date for this Agreement. Implementation will be a matter for Collective Bargaining.

12.7 Reclassification of Faculty Members to a Non-Unit Classification.

(a) Faculty members shall be provided written notice, ninety (90) days in advance, where practicable, with a copy to the UFF/UF, when the Trustees proposes to reclassify the faculty member to a classification that is not contained in the faculty bargaining unit.

(b) The faculty member may request a review of such action consistent with the provisions of Section 2.2.

(c) The UFF may discuss such action pursuant to the Consultation article of this Agreement.

(d) If the UFF believes the classification represents an error that may potentially affect the broader composition of the bargaining unit, the UFF may request that the Florida Public Employees Relations Commission resolve the dispute through unit clarification proceedings.

(e) No faculty member shall be reclassified to a classification that is not contained in the faculty bargaining unit for the purpose of denying the faculty member rights or protections under this Agreement. A faculty member may pursue a timely grievance over any contract violation alleged to have occurred prior to the reclassification becoming effective. A grievance filed under this section will entitle the grievant to the remedies otherwise available to a unit employee under this contract.

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