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ARTICLE 8  
APPOINTMENT

8.1 Policy. The Board 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 Board shall, through the universities,

(a) advertise such appointment vacancies, receive applications and screen candidates therefor, 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 throughout the State University System as specified in the position vacancy announcement system (Internet address: <http://www.fsu.edu/Jobs.html>). 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. All employees who are candidates for new and vacant positions shall be advised of the salaries of employees in the department/unit, or of salaries of university employees in the same job classification, as appropriate, prior to the negotiation of the candidate's initial salary. 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.

8.3 Employment Contract. All appointments shall be made on a university employment contract and signed by the President or representative and the employee. The university may enclose informational addenda, except that such addenda may not abridge the employee's rights or benefits provided in this Agreement. All academic year appointments for employees at a university shall begin on the same date. The university employment contract shall contain the following elements:

(a) Date;

(b) Professional Classification System title, class code, rank, and appointment status;

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

(d) The length of the appointment;

(e) Special conditions of employment;

(f) 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);

(g) 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;

(h) The following statement, if the appointment is not subject to the notice provisions of Section 12.2: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.";

(i) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules of the Board and the University, and this Agreement;

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

(k) Salary rate;

(l) The minimum salary, if any, for the rank or job classification;

(m) The statement: "The FBOE/UFF Collective Bargaining Agreement (Article 6) prohibits discrimination against any employee based upon race, color, sex, religious creed, national origin, age, 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 Board or the universities may be presented as grievances pursuant to Article 20, Grievance Procedure.";

(n) A statement informing the employee of the obligation to report outside activity and conflict of interest under the provisions of Article 19 of the Agreement; and

(o) Principal place of employment.

#### 8.4 Appointments.

(a) Change in Appointments.

(1) An employee 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, an employee 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 President or representative shall carefully consider such requests, although staffing considerations and other relevant university needs may prevent their 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 calendar year to an academic year appointment or by 122.2 percent when changing from an academic

year to a calendar year appointment. For an employee whose appointment was previously changed from an academic year to calendar year appointment at a salary adjustment other than 122.2 percent or from a calendar year to academic year appointment 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.

(3) 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 employee's salary shall be adjusted to a percent of the calendar year base salary which is mathematically proportionate.

(b) Summer Appointments.

(1) Policy.

a. 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.

b. Supplemental summer appointments shall be made in accordance with Section 240.243, Florida Statutes (the "twelve hour law").

(2) Compensation.

a. An employee shall receive approximately the same total salary for teaching a course during a supplemental summer appointment as the employee received for teaching the same course, or a course similar in length and content during the academic year, regardless of the length of the supplemental summer appointment.

b. Salary for a supplemental summer appointment shall be computed in accordance with the following formulae:

$$\begin{array}{lclcl} \text{FTE for} & & \text{FTE for} & & \text{No. of Weeks (19.5)} \\ \text{Supplemental} & & \text{Semester} & & \text{in Semester Appointment} \\ \text{Summer} & = & \text{Instructional} & \times & \text{No. of Weeks in} \\ \text{Appointment} & & \text{Assignment*} & & \text{Supplemental Summer} \\ & & & & \text{Appointment} \\ & & & + & \text{Other FTE} \\ & & & & \text{(Research,} \\ & & & & \text{Service, and} \\ & & & & \text{Other Credit} \\ & & & & \text{Generating} \\ & & & & \text{Activities, etc.)} \\ & & & & \text{if Assigned**} \end{array}$$

$$\begin{array}{lclcl} \text{Salary for} & & \text{Biweekly} & & \text{FTE for} & & \text{Number of} \\ \text{Supplemental} & & \text{Salary rate} & & \text{Supplemental} & & \text{Pay Periods} \\ \text{Summer} & = & \text{During} & \times & \text{Summer} & \times & \text{in Supplemental} \\ \text{Appointment} & & \text{Semester} & & \text{Appointment} & & \text{Summer} \\ & & \text{Appointment} & & & & \text{Appointment} \end{array}$$

Examples (based on a \$44,000 AY salary or \$22,000 per semester):

Weeks in Appt.	Sample FTE for Assigned Instruc. Duty	Bi-Weekly Salary Rate	Number of Pay Periods	Total Salary for Instruction
19.5	.333	\$2256	9.75	\$7325
13.0	.500	2256	6.50	7332
10.0	.650	2256	5.00	7332
8.0	.812	2256	4.00	7328
6.5	1.000	2256	3.25	7332
19.5	.300	\$2256	9.75	\$6599
13.0	.450	2256	6.50	6599
10.0	.585	2256	5.00	6599
8.0	.731	2256	4.00	6597
6.5	.900	2256	3.25	6599
19.5	.250	\$2256	9.75	\$5499
13.0	.375	2256	6.50	5499
10.0	.488	2256	5.00	5505
8.0	.609	2256	4.00	5496
6.5	.750	2256	3.25	5499
5.0	.975	2256	2.50	5499

\* This instructional FTE will ordinarily be that assigned to a course offered during the academic year which is the same or similar to that being offered in the summer. This academic year instructional assignment may not exceed .25 FTE for a 3 contact hour course, except that contact hour equivalencies may be assigned for classroom instructional activities which involve unusual and significant requirements for classroom preparation, conduct of classes, student evaluation, etc. The academic year FTE will be increased during the supplemental summer appointment

proportional to the shorter length of the summer terms. Note that contact hour equivalencies may be assigned in the summer for classroom instructional activities which involve unusual and significant requirements for class preparation, conduct of classes, student evaluation, etc. These assigned FTE's also will be proportionally greater in the summer than in the academic year in recognition of the shorter length of the summer terms.

\*\* The instructional FTE assignment described in Footnote (\*), above, does not include other credit-generating activities such as thesis/dissertation supervision, directed individual studies, supervised research/teaching, and supervision of student interns. These activities, as well as Research or Service activities, may be assigned by the university during the summer term as "Other FTE" but are not a part of the "FTE for Semester Instructional Assignment" described in Footnote (\*), need not be assigned in conjunction with the summer instructional assignment, and need not be allocated according to the same FTE equivalent as during the academic year. Any such reduction in FTE must, however, correspond to an appropriate reduction in assigned duties.

(c) Developmental Research School Appointments.

(1) Academic Year Appointments. The academic year appointment period for developmental research school employees 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 DRS shall consider the calendar of the local district and such scheduling shall be subject to consultation under Article 2.

(2) Review Period. The initial annual contract of a DRS employee shall include a 97-day probationary period during which time the employee's contract may be terminated without cause or the employee may resign without breach of contract.

(3) Summer Teaching Appointments. The following provisions apply only to those summer teaching appointments funded by the schools through the use of State funds (FEFP).

a. Summer teaching appointments shall be offered equitably and as appropriate to qualified employees in a timely manner. Such appointments shall be made in accordance with written criteria which have been developed in consultation with UFF. The criteria shall be made available in a public place in the DRS.

b. Employees shall receive approximately the same hourly rate for teaching a course during a summer appointment as they received for teaching the same or similar course during the academic year, regardless of the length of the summer appointment.

(d) Extra State Compensation Appointments. Extra State compensation is defined as State compensation for any duties (including work activities previously designated as overload) in excess of a full appointment (1.0 FTE). Available extra State compensation appointments within the university shall be offered equitably and as appropriate to qualified employees in sufficient

time to allow voluntary acceptance or rejection and are subject to the provisions of Section 23.12.

(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 be offered in single or multi-year contracts not to exceed a total of four (4) consecutive years.

(f) Adjunct Appointments. The use of adjuncts at a university shall, upon the request of the UFF Chapter representatives, be a subject of consultation under the provisions of Sections 2.1 and 2.2.

(g) Multi-Year Appointments at Florida Gulf Coast University. Florida Gulf Coast University (FGCU) may offer fixed and continuing multi-year appointments for its employees. Fixed multi-year appointments shall be for a period of two to five academic or calendar years. Continuing multi-year appointments shall be for a period of three academic or calendar years, with continuing one-year extensions pursuant to Section 15.9. The criteria and procedures for fixed and continuing multi-year appointments at FGCU shall be recommended by a committee comprised of elected employees and administration, with a majority of the committee comprised of employees elected by employees for that purpose. The criteria and procedures shall address eligibility requirements for fixed and continuing multi-year appointments; transition and timelines for conversion from a fixed multi-year appointment, tenure-earning or tenured appointment to a continuing multi-year appointment; annual evaluations; sustained performance evaluations; performance improvement plans and restoration to full appointments; notice provisions; and any other provisions appropriate for multi-year appointments. The recommended criteria and procedures shall be available to UFF for review prior to final approval by the President or representative.

(1) Current employees on fixed multi-year appointments shall have their appointment converted to a continuing multi-year appointment upon approval of the President or representative pursuant to the criteria and procedures developed in this section.

(2) Current tenured and tenure-earning employees will be offered the option to convert to a continuing multi-year appointment. Tenured and tenure-earning positions may be converted to multi-year appointments when the position becomes vacant.

(h) Fixed Multi-Year Appointments at all universities.

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

a. Instructors and Lecturers;

- b. Non-tenured or non-tenure 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 Section 8.4(h)(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.

c. Developmental Research School employees are not eligible for a multi-year appointment.

8.5 Reclassification of an Employee to a Non-Unit Classification. Employees shall be provided written notice thirty (30) days in advance, where practicable, with a copy to the local UFF Chapter, 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 Section 28.6 and UFF may discuss such action pursuant to Article 2, Consultation.