

ARTICLE 12 APPOINTMENT

12.1 Policy

(a) Working with faculty, the University shall establish standards, qualifications, and criteria to fill vacancies. The parties recognize and mutually agree that the University's mission and desire to foster excellence require faculty of diverse backgrounds and interests. The parties support efforts to assure candidate pools include faculty from historically underrepresented groups. Faculty committees and University officials shall develop applicant pools and receive and review applications; and the dean working with the faculty shall make such appointments as appropriate under 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 University shall give consideration to funding for spousal/domestic partner appointments in the bargaining unit. In such instances, all search committee requirements are waived, save for a requirement that the departmental faculty shall meet with the candidate and give a recommendation on the potential hire as stipulated in 12.2(d)(1).

(c) No special commitment or conditions offered to new hires 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.

(b) Each candidate interviewed for a job position in the bargaining unit shall be provided with the URL addresses for the UFBOT-UFF Agreement.

(c) Search committees composed of faculty members from the appropriate department(s) shall be established by the department chair for all tenure-track faculty appointments and other faculty appointments as may be appropriate or as 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) The search committee shall receive applications, screen candidates, and make recommendations for these appointment vacancies.

(1) After the interview process has been completed, faculty members of the department shall vote by secret ballot to register their recommendations. The faculty search committee shall recommend to the chair for possible appointment those candidates it deems acceptable.

(2) In instances in which more than one (1) department is involved in a search (such as interdisciplinary programs), the department in which tenure would be earned is responsible for the above, and the department chair shall make appropriate arrangements for the other department(s) involved to participate in the process. Three-fourths of the committee members shall be faculty from the departments involved.

(e) Department 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.

(2) The chair shall recommend to the dean those candidates the chair deems acceptable. 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.

(f) Dean's Decision.

(1) 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 candidate that the dean deems is most qualified. The dean may appoint a candidate that is not recommended by the faculty only after obtaining the Provost's approval. When requested, the Provost or provost's office designee shall explain the decision to the faculty in a meeting.

12.3 Letter of Appointment. All appointments shall be made on a University Letter of Appointment and signed by the President or designee 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) Title.

(b) Department, college, or other employment unit.

(c) Length of appointment.

(d) Percent of full-time equivalent "FTE" assigned.

(e) Principal place of employment.

(f) Salary rate.

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

(h) The duties and responsibilities the faculty member may be assigned to perform in teaching, research, and service, or other assigned responsibilities.

(i) 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.

(j) If the appointment is not subject to the notice provisions of Section 13.3(b), the University shall include the following in the letter of appointment: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required."

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 or above, or the equivalent academic ranks in the instructional, research, or other academic functions, and personnel holding other specialty faculty titles or ranks. Equivalent faculty ranks may be granted in the librarian, scholar, scientist, engineer, and curator series.

(b) Appointments Classified by Duration of Time.

(1) Regular faculty appointments may be academic year (9) month; ten (10) month; or twelve (12) month.

a. Nine (9)-month (academic year) faculty appointments shall be for approximately thirty-nine (39) consecutive weeks. The parties agree that there are exceptions to this normal calendar and agree that the full academic-year salary rate associated with appointments shall be prorated across the appointment period.

b. No faculty appointment shall be for a term exceeding a twelve (12)-month period ending June 30 except as noted in (3) below.

(2) In the event of an emergency temporary appointment (less than thirty-nine (39) weeks), the contract or letter of appointment shall so state and notice of non-renewal is not required.

(3) Multi-year appointments are for a fixed term as indicated in the employment offer and appointment, as referenced in 12.4(g) below.

(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.

(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) Faculty with Administrative Assignments. A faculty member appointed to an administrative role (such as chair) 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.

(e) Renewal of Appointments.

(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 27, DISCIPLINARY ACTION AND JOB ABANDONMENT. The terms of the renewal of the appointment shall be consistent with the 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 related to the areas of teaching, research, and service, and the requirements of the department.

(f) P. K. Yonge Developmental Research School Appointments. The initial annual contract of a P. K. Yonge faculty member shall include a one (1) year 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.

(g) Multi-Year Appointments.

(1) A multi-year appointment may be offered for a period of not less than two (2) and not more than five (5) years.

(2) The appointment may be renewed.

(3) Faculty members on multi-year appointments cannot be terminated during the contract period except for just cause, layoff, termination of the funding source in the case of soft money appointments, or two successive unsatisfactory evaluations. The faculty member shall be given notice of termination as specified in ARTICLE 13, NON-RENEWAL.

(4) Multi-year appointments may be offered only for the following:

a. Non-tenure-earning academic appointments, such as lecturers or Professors of Practice.

b. Individuals who have retired from universities or other organizations.

c. Individuals who are appointed with time-limited soft-money funding.

(5) Criteria and Procedures. Department chairs and deans, working with the faculty, shall develop the criteria and procedures for an initial or successive multi-year appointment in each department or college.

a. The criteria for an initial or successive appointment shall include

consideration of the basis for the initial multi-year appointment, annual evaluations of performance, 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. 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 written request to the department chair.

c. 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.

(h) "Job sharing" shall be permitted between two (2) 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 (1) year, at which time the sharing will be reviewed and approval will be either renewed or denied.

(i) Visiting Appointments. Visiting appointments may not exceed three years in total. No faculty member with a visiting appointment shall be given a regular appointment without following the search procedures set forth in this Article.

(j) Adjunct Appointments.

a. Adjunct instructional appointments are for one (1) academic term at a time and are ordinarily part-time, non-salaried instructional employees paid on a per course basis. As such, they are not represented by UFF.

b. The use of adjuncts shall, upon the request of 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 may request a change in the length of his/her appointment period (12, 10, or 9 month appointments). If the requested change is denied, the University shall provide written notice of the reasons for the denial.

(1) Upon approval by the University, 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 twelve (12) month to an academic-year appointment, or

by 122.2 percent when changing from an academic-year to a twelve (12) month appointment.

(2) Upon approval of a change from a twelve (12) month 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 twelve (12) month base salary that is mathematically proportionate. Any benefits will be adjusted accordingly.

(c) FTE Reduction. The FTE may be altered by written agreement between the University and the faculty member, provided that

(1) The reduction in FTE reflects a corresponding tangible net reduction in the faculty member's assigned duties, and

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

12.6 The biweekly salary rate of faculty members serving on twelve (12)-month appointments shall be calculated by dividing the twelve (12)-month salary rate by the actual number of pay periods in the calendar year.