

Article 8
APPOINTMENT

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8.1 Policy. The Board, working with the faculty of each department/unit shall determine standards, qualifications, and criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. In furtherance of this aim:

(a) The Board shall, through the appropriate departments/units, advertise such appointment vacancies.

(b) Committees composed of members of the faculty of the department/unit shall receive applications and screen candidates.

(c) The Board, working together with the faculty of the department/unit, shall make such appointments as appropriate under the established standards, qualifications, and criteria, consistent with their commitment to implement programs, policies, and practices to facilitate the recruitment, appointment, and retention of a diverse faculty.

8.2 Vacancies.

(a) Bargaining unit vacancies shall be advertised through appropriate professional channels unless a Waiver of ~~Announcement-Advertisement~~ has been approved by the President or representative in the event of exceptions caused by unanticipated and compelling circumstances (~~see “Waiver of Posting” in The Guide for Hiring Officials and Search and Screening Committees, 2005 edition~~). Faculty members of lower or equivalent ranks, relations of faculty members, retired faculty members, and faculty members who are local residents shall not be disqualified from consideration or otherwise disadvantaged in the hiring process.

(b) Prior to any discussion or negotiation of the candidate’s initial salary, the candidate for a new or vacant position shall be informed of the salaries of faculty members in the department/unit, or of salaries of faculty members employed by the University in the same job classification, as appropriate.

(c) In all decisions to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall, whenever possible, act in accordance with the recommendations that have resulted from the review of candidates by faculty members in the affected departments/units.

8.3 Commitment to developing and maintaining a tenured faculty. The Board agrees that it is in the best interests of the University, the faculty, and the students to maximize the ratio of tenured and tenure-accruing E&G appointments to the number of specialized (non-tenure-accruing) E&G appointments, among those appointments including significant teaching responsibilities.

(a) Before the end of the Fall semester, the Board shall notify the UFF of the number of credit hours taught in the University during the previous academic year, broken down by the position class code of the instructor. It shall also report the current number of tenured and tenure-

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1 earning faculty (TTF) FTEs and the current number of specialized faculty (SF) FTEs in the
2 General Faculty bargaining unit, broken down by source of funding (*i.e.*, E&G, C&G).

3 (b) Non-tenure accruing faculty position classifications shall only be used for faculty
4 members whose duty assignments are specialized, so as to be predominantly teaching,
5 predominantly research, or predominantly service in support of teaching or research, as specified
6 in Article 9. Other faculty members, whose duty assignments combine a significant amount of
7 both teaching and other scholarly activities, shall be appointed in tenured or tenure-accruing
8 classifications.

9 8.4 Employment Contract. All appointments shall be made on a University employment
10 contract and signed by the ~~Board~~ Department/unit head or Board's representative and the faculty
11 member. The employment contract may include informational addenda reflecting special terms
12 and conditions agreed to between the parties, except that such addenda may not abridge the
13 faculty member's rights or benefits provided in this Agreement. All appointments for faculty
14 members appointed for the entire academic year shall begin on the same date. The University
15 employment contract shall contain the following elements:

- 16 (a) Date(s) executed;
- 17 (b) Professional Classification System title, class code, rank, and appointment status;
- 18 (c) Department, program, college, or other employment unit;
- 19 (d) The starting and ending dates of the appointment;
- 20 (e) A statement that the position is (1) tenured, (2) tenure-earning (specifying prior service in
21 another institution to be credited toward tenure), (3) fixed-term multi-year appointment (MYA,
22 as defined in article 8.6), or (4) other non-tenure-earning.
- 23 (f) The following statement, if the appointment is not subject to the notice provisions of
24 Article 12: "Your employment under this contract will cease on the date indicated. No further
25 notice of cessation of employment is required.";
- 26 (g) Percent of full-time employment ("FTE") assigned;
- 27 (h) Salary rate;
- 28 (i) Principal place of employment;
- 29 (j) Special conditions of employment;
- 30 (k) A statement that the appointment is subject to the Constitution and laws of the State of
31 Florida and the United States, the rules of the Board and this Agreement;

32 (l) The statement: "The BOT-UFF Collective Bargaining Agreement (Article 6) provides
33 that personnel decisions shall be based solely on job-related criteria and performance, and

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1 prohibits discrimination or harassment against any faculty member. Claims against the Board,
 2 charging such discrimination, may be presented as grievances pursuant to Article 20, Grievance
 3 Procedure and Arbitration”;

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

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

9 (o) The statement: “A copy of the BOT-UFF Collective Bargaining Agreement will be
 10 provided to you.”

11 (p) The following statement, if the appointment has been approved by the faculty of an
 12 academic department/unit with a degree program for use of the honorific title appropriate to the
 13 classification containing the word “professor,” or in the case of Panama City Campus faculty,
 14 meets alternative criteria as outlined by the criteria and procedures specified in Appendix J of
 15 this Agreement: “Honorific Title: (Assistant/Associate/Full) (Teaching/Research) Professor as
 16 approved by the faculty of (the department).” For example “Associate Teaching Professor”.

17 8.5 Appointments.

18 (a) Change in Appointments.

19 (1) A faculty member serving on a calendar year appointment may request an academic
 20 year appointment, or an annual leave-accruing appointment of less than twelve (12) months but
 21 more than nine (9) months. Similarly, a faculty member serving on an academic-year
 22 appointment may request a calendar-year appointment or an annual-leave-accruing appointment
 23 of less than twelve (12) months but more than nine (9) months. The President or representative
 24 shall carefully consider such requests, although staffing considerations and other relevant
 25 University needs may prevent a request being granted.

26 (2) Upon approval by the President or representative, and assuming that the assigned
 27 responsibilities remain substantially the same, a faculty member’s base salary shall be adjusted
 28 by 81.8 percent when changing from a calendar-year to an academic- year appointment or by
 29 122.2 percent when changing from an academic-year to a calendar-year appointment. For a
 30 faculty member whose appointment was previously changed from an academic-year to calendar-
 31 year appointment at a salary adjustment other than 122.2 percent or from a calendar-year to
 32 academic-year appointment at a salary adjustment other than 81.8 percent, the percent which is
 33 the reciprocal of the percent previously used shall be used to make the salary adjustment.

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

38 (4) Under special circumstances the FTE or the duration of the appointment may be
 39 altered at the request of the faculty member by written agreement between the appropriate

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1 administrator and the faculty member.

2 a. The reduction in FTE shall reflect a tangible reduction in assigned duties for one
3 or more elements of the faculty member's assignment (*e.g.*, teaching, research, and service) as
4 specified in Article 9.

5 b. The written agreement between the faculty member and the appropriate
6 administrator will contain the duration of time for which the alteration will take place.

7 c. If a faculty member in a tenure-earning appointment receives a reduction in FTE
8 or term of appointment, the time credited toward tenure for the term of the reduced appointment
9 shall be adjusted appropriately.

10 (b) Summer Teaching Appointments.

11 (1) Policy.

12 a. The normal nine (9)-month (academic year) faculty contract shall be for thirty-
13 nine (39) consecutive weeks and a supplemental summer contract may be offered for all or part
14 of the remaining year.

15 b. The faculty of each department/unit shall develop written criteria and a rotation
16 policy for offering supplemental summer appointments in a fair and equitable manner. The
17 criteria and rotation policy shall be posted in each department/unit.

18 c. The decision about which courses to offer will be based on programmatic needs,
19 student demand, and budget availability.

20 d. Supplemental summer appointments shall be offered not later than five weeks
21 prior to the beginning of the appointment in accordance with written criteria, when practicable. If
22 additional summer appointments become available, qualified faculty members will be offered
23 these appointments in accordance with written criteria.

24 e. Faculty members must specify whether they want to teach during the summer
25 within two weeks of their chair's request for faculty teaching preferences.

26 f. A faculty member who obtains his or her own summer employment (*e.g.*, a
27 research grant or other award) shall not be omitted from the consideration for subsequent
28 supplemental appointments because of such employment.

29 g. Supplemental summer assignments shall be offered to qualified faculty members
30 before anyone who is not a faculty member.

31
32 (2) Compensation. A faculty member shall receive approximately the same total
33 compensation for teaching a course during a supplemental summer appointment as the faculty
34 member received for teaching the same course, or a course similar in credit hours, size, and
35 content, during the academic year, regardless of the length of the supplemental summer
36 appointment. For example, if a 9 month faculty member was paid at 25% for teaching a three-
37 hour course in the Fall or Spring term, then the faculty member shall receive 12.5% of the
38 faculty member's base salary for teaching one 3-hour course, 16.7% for teaching one 4-hour
39 course, and pay for other courses shall be prorated accordingly.

40 (c) Summer Research and Service Appointments.

41 (1) Policy.

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1 a. The normal nine (9)-month (academic year) faculty contract shall be for thirty-
 2 nine (39) consecutive weeks and a supplemental summer contract may be offered for all or part
 3 of the remaining year.

4 b. The faculty of each department/unit or college/unit offering supplemental summer
 5 contracts for faculty research or service assignments shall develop written criteria for offering
 6 supplemental summer appointments in a fair and equitable manner. The criteria shall be voted
 7 on by faculty and posted in each department/unit or college/unit and on their respective web
 8 sites.

9 c. Supplemental summer appointments shall be offered not later than five weeks
 10 prior to the beginning of the appointment in accordance with written criteria, when practicable.
 11 If additional summer appointments become available, qualified faculty members will be offered
 12 these appointments in accordance with written criteria.

13 d. Supplemental summer assignments shall be offered to qualified faculty members
 14 before anyone who is not a faculty member.

15 (2) Excluded from this policy are summer research and service appointments that are:

16 a. funded through Contracts and Grants and for which faculty members are
 17 identified as investigators

18 b. part of a faculty member’s position (*e.g.* endowed chair, department chair, pre-
 19 tenure faculty)

20 c. for completion of tasks that require specific expertise or prior experience (*e.g.*
 21 service assignment to prepare accreditation materials).

22 (d) Dual Compensation Appointments. Dual compensation is defined as compensation from
 23 the University for any duties (including work activities previously designated as overload) in
 24 excess of a full appointment (1.0 FTE). Dual compensation appointments within the University
 25 shall be offered equitably and as appropriate to qualified faculty members in sufficient time to
 26 allow voluntary acceptance or rejection.

27 (1) Duties and responsibilities assigned by the University to a faculty member that are in
 28 addition to the available established FTE for the position shall be compensated through OPS, not
 29 Salary.

30 (2) Duties and responsibilities assigned by the University to a faculty member that do not
 31 exceed the available established FTE for the position shall be compensated through the payment
 32 of Salary, not OPS.

33 (3) No faculty member shall be required to accept a dual compensation appointment.
 34 Dual compensation appointments shall be offered to qualified faculty members before anyone
 35 who is not a faculty member.

36 (e) Visiting Appointments. A “visiting” appointment is one made to a person having
 37 appropriate professional qualifications but not expected to be available for more than a limited
 38 period, or to a person in a position which the University Administration does not expect to be
 39 available for more than a limited period, or to a person who was selected for a regular
 40 appointment according to the process specified in Section 8.2 but could not immediately be
 41 appointed to the position for which she or he was selected. A visiting appointment may be

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1 offered in single year contracts not to exceed a total of three (3) consecutive years, except in rare
 2 cases. No faculty member with a visiting appointment shall be given a regular appointment
 3 without having been selected for the position according to the process specified in Section 8.2.

4 (f) Adjunct Appointments. Adjuncts shall be employed only when faculty are not available
 5 for assignment. Such appointment is for one academic term at a time and is ordinarily paid on a
 6 per course basis or, in cases of non-instructional appointments, on a per activity basis. Adjunct
 7 appointments may not be for more than 50% of the time throughout an academic year or full-
 8 time for more than twenty-six weeks of an academic year. The use of adjuncts shall, upon the
 9 request of the UFF Chapter representatives, be a subject of consultation under the provisions of
 10 Article 2.

11 8.6 Fixed-term Multi-Year Appointments. A fixed-term multi-year appointment (MYA) is an
 12 appointment of contingent duration, consisting of an initial multi-year fixed-term that is
 13 extendible as described below in Section 8.6(a).

14 (a) Fixed-term multi-year appointments shall only be offered to faculty members in the
 15 following position classifications:

16 (1) For the ranks of University Librarian, Teaching Faculty III, Instructional Specialist
 17 III, Senior Research Associate, Curator, and Research Faculty III, an MYA shall be offered with
 18 a term of four (4) years. Such a faculty member shall be reviewed during the second year of
 19 her/his contract and either reappointed with a four-year MYA or issued a notice of non-
 20 reappointment. Notices of reappointment or non-reappointment shall be issued by the end of the
 21 second year of the contract (minimum of two-year notice).

22 (2) For the ranks of Associate University Librarian, Teaching Faculty II, Instructional
 23 Specialist II, Associate in Research, Associate Curator, and Research Faculty II, an MYA shall
 24 be offered with a term of two (2) years. Such a faculty member shall be reviewed during the first
 25 year of her/his contract and either reappointed with a two-year MYA, or issued, a notice of non-
 26 reappointment. Notices of reappointment and non-reappointment shall be issued by the end of
 27 the first year of the contract (minimum of one-year notice).

28 (b) Annual Evaluation. Each faculty member on a continuing multi-year appointment will be
 29 evaluated annually pursuant to Article 10.

30 (c) Contract Extension. Unless an MYA faculty member receives a timely notice of non-
 31 reappointment as described in Sec. 8.6(a), the faculty member will receive a new MYA as
 32 described in Sec. 8.6(a). If the faculty member has an administrative code, the extension does not
 33 necessarily extend to continuation of the administrative code. In cases of voluntary resignation,
 34 retirement, removal for just cause (as in 16.1), layoff, or non-reappointment, no contract
 35 extension will be given.

36 (d) Probation. If a MYA faculty member receives a “Does Not Meet FSU’s High
 37 Expectations” rating on the Annual Evaluation Summary Form, he or she will be placed on one-
 38 year probation. No contract extension will be added to his or her appointment for the duration of
 39 the probationary period. A Performance Improvement Plan (PIP) shall be required.

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1 (1) The Performance Improvement Plan shall be developed by the faculty member's
 2 supervisor in concert with the faculty member and shall be written. The PIP shall address the
 3 deficiencies that caused the overall unsatisfactory rating and identify specific performance goals
 4 for the following year. The PIP shall outline the problem areas and the actions needed to resolve
 5 the problems. It shall be specific enough that it is possible to determine objectively whether the
 6 faculty member has met the goals. The goals shall be consistent with performance expectations
 7 for other faculty members in similar classifications within the department/unit. If there are no
 8 other faculty members in similar classifications within the department/unit, the goals shall be
 9 consistent with performance expectations for other faculty members in similar classifications in a
 10 comparable department/unit. The PIP must be developed and signed prior to the start of the
 11 following semester, excluding summer for faculty on 9-month appointments. If the faculty
 12 member and the supervisor are unable to agree on the elements of the PIP the dean or for non-
 13 departmental units the Vice President over the unit shall make the final determination on the
 14 elements of the PIP. The PIP will require at least ~~four~~ three periodic meetings between the
 15 faculty member and the Evaluator to review the faculty member's progress. At each meeting, the
 16 faculty member shall be apprised in writing of progress toward the goals in the PIP.

17 (2) The first periodic meeting shall take place no later than one month after the issuance
 18 of the PIP. The second periodic meeting shall take place no earlier than three months after the
 19 issuance of the performance improvement plan.

20 (3) During the second and subsequent periodic meetings between the faculty member and
 21 the Evaluator, if the faculty member's progress on the PIP is unsatisfactory, the faculty
 22 member's contract may be curtailed in accordance with Section 8.6(f) below. However, such a
 23 decision shall not be made for a Teaching Track faculty member until she or he has taught at
 24 least one complete course, for which she or he has received a teaching evaluation, since the start
 25 of the improvement plan.

26 (4) In the next annual performance evaluation, the faculty member's Evaluator shall
 27 review his or her progress in successfully fulfilling the PIP. If the faculty member has met the
 28 specified performance goals, the probation shall be lifted and a one- or two-year contract
 29 extension be granted, depending on the contract type, thereby restoring the faculty member to a
 30 full two- or four-year multi-year contract cycle. No additional penalties shall attach to the faculty
 31 member's appointment as a result of the probationary term.

32 (5) Curtailment of Appointment. At the end of the probationary year, if the faculty
 33 member receives a less than "Meets FSU's High Expectations" on the annual performance
 34 evaluation summary form, or is found to not be making satisfactory progress on the PIP at the
 35 second or later periodic meeting according to Section 8.6(d)(3) above, the appointment may be
 36 curtailed. Upon receipt by the faculty member of written notice of such curtailment, the length of
 37 the remaining contract is reduced to a time period equal to the length of notice to which the
 38 faculty member would be entitled according to Section 12.2 if they were not on an MYA.

39 (6) In the case of early curtailment of an MYA, the faculty member may, within 30 days,
 40 request that the decision of the Evaluator be reviewed by a PIP Review Committee. Both the
 41 Evaluator and the faculty member may submit any relevant materials to the PIP Review
 42 Committee. This committee shall be comprised of three (3) members, one appointed from the

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1 faculty member's department/unit by the dean of the college (or for non-departmental units by
2 the Vice President over the unit), one appointed by the UFF, and one appointed by the Vice
3 President for Faculty Development and Advancement. Neither the faculty member's Evaluator
4 nor the department chair (or unit director, in instances where there is no chair) may be a member
5 of the PIP Review Committee. Recommendations from each member of the committee will be
6 forwarded to the President via the office of Human Resources, along with the recommendation
7 of the Evaluator.

8 (e) Nothing in Section 8.6 Fixed-term Multi-Year Appointments is intended to prevent the
9 Board from applying disciplinary action in accordance with Article 16 Disciplinary Action and
10 Job Abandonment at any time during a fixed-term MYA.

11 (f) Nothing in Section 8.6 Fixed-term Multi-Year Appointments is intended to diminish the
12 faculty member's rights to notice of non-reappointment as specified in Article 12 Non-
13 Reappointment.

14 (g) Faculty members on MYAs funded through contracts and grants; or through auxiliary
15 funds; may have their appointments curtailed should funding become unavailable in the contract
16 or grant from which the faculty member's salary is funded. The early curtailment shall be
17 effective on the same date that the funding ceases on the contract/~~or~~ grant or auxiliary entity. In
18 cases where the granting agency reduces or redirects funding, early curtailment of the MYA shall
19 not occur prior to the date funding is reduced or redirected. Early curtailment of the MYA shall
20 be effective only after decisions have been made for accommodating the contract or grant
21 changes. In instances where curtailed funding becomes available again and is not otherwise
22 redirected, the faculty member shall be reinstated at the same position classification she or he
23 held at the time of the curtailment, as long as no more than one year has elapsed since the
24 curtailment of the faculty member's previous MYA.

25 (h) When an early curtailment of an MYA is due to funding changes by a granting agency,
26 the University may provide "bridge" funding from an alternative source for a specified amount
27 of time. Any such agreement between the University and the faculty member shall be in writing
28 and shall not grant rights to continued funding from the alternative source beyond the specified
29 amount of time.

30 (i) An MYA shall be granted to a faculty member at the time of initial appointment to a
31 classification that carries an MYA, except if the faculty member is hired in a visiting
32 appointment, in accordance with Section 8.5 (e).

33 (j) Reclassification from current to new job classifications as shown in Tables 1-3 of
34 "Specialized (Non-Tenure-Track) Faculty Reclassification Process, Attachment C" shall be
35 based upon a review of current specialized faculty members' disciplinary vitae and the three
36 most recent annual evaluations.

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1 (k) Reclassifications shall normally be lateral, and will not imply any change in salary. If a
2 reclassification results in placement of the faculty member into a lower rank, the time counted
3 toward promotion shall begin at the time that the faculty member is reclassified. In the case of a
4 lateral reclassification, time in the previous rank shall count towards promotion. In no case will a
5 faculty member be reclassified to a higher rank without going through a promotion process as
6 specified in Article 14 and Appendix J.

7 (l) A faculty member may reject the reclassification decision and thereby remain in her or
8 his current job classification but without opportunity for promotion or an MYA, notwithstanding
9 any other provisions of the CBA. Such faculty members may request to be considered for
10 reclassification to a Specialized Faculty position at a later date. Granting such consideration shall
11 be a discretionary matter for the Board, but if such consideration is given, the rules of Section
12 8.6(a)-(i) shall apply.

13 (m) Attachments C (Reclassification Process), D (Faculty Title Change Action), and E
14 (Revised and New Classification Specifications) of the “Specialized (Non-Tenure-Track) Faculty
15 Reclassification Process” MOA are intended to supplement this Section 8.6 Fixed-term Multi-
16 Year Appointments.

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