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. 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.

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, AThis 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.

8.4 Changes in Appointments and Supplemental Appointments.

A. Within (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.

B. 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 be awarded a stipend, dependent on the number of faculty and the complexity of the department/unit.

C. Promotion Raises

1. All tenured employees and librarians receiving promotions shall receive a 9% increase to their base salary. In addition, employees promoted to Assistant Professor/Assistant University Librarian shall receive an additional $3,000 base increase; employees promoted to Associate Professor/Associate University Librarian shall receive an additional $5,000 base increase; employees promoted to Professor/ University Librarian shall receive an additional $7,000 base increase.

2. Employees in the non-tenure AInstructor@ track who receive promotion to Instructor II or Instructor III shall receive a 6% increase to their base salary.

3. All promotion raises shall be effective on the first August 7 following the decision of the University to grant promotion. ~~Employees in the non-tenure instructor track who received 2010-2011 promotion notification on or after August 9, 2010 shall be awarded the promotion raises for the 2010/2011 academic year, retroactive to August 9, 2010.~~ Employees on contracts or grants shall receive promotion salary increases equivalent to similar employees on state funding, provided that such salary increases are permitted by the terms of the contract or grant, the rules of the funding agency, and adequate funds are available for this purpose in the contract or grant.

4. Other employees in non-tenure earning career track positions, dependent, wholly or in the majority, on funded grants, with approved career tract programs may be awarded promotional increases to their salary base and shall be paid entirely from grant funds. These promotional increases are to be determined by the funding agencies= ability to pay.

D. 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.

E. 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. Student enrollment caps for a summer school course shall be no greater than 115% of the cap for the same course offered during the prior academic year.

3. FTE assignment. Summer School FTE is computed at .0833 per credit hour for standard lecture, on-line and laboratory courses regardless of the session in which the course is taught.

4a. Summer School Compensation. Compensation is computed at 12.5% of the faculty member=s nine (9) month salary per a 3 hour credit course, capped at the level of $4,167 per credit hour for each course taught. (Example: A 1 hour credit course is capped at $4,167 while a 3 hour credit course is capped at $12,500.)

4b. The authority of the University to set a cap on summer salary in Article 8.4 E (4a) above shall cease at midnight on August ~~6, 2013~~ 2014 , 2016 .

4c. Compensation for Theses and Dissertation Hours Supervision.
~~Summer school compensation shall be paid to faculty who are instructors of record for students enrolled for masters theses or doctoral dissertation hours. Regardless of the credit hours associated with the students= enrollment, compensation is computed at a rate of $250 per student, to a maximum of $2,500. Faculty may allow more students to enroll, but compensation is capped at $2,500. The stated cap applies regardless of the number of sections of the same numbered course for which the faculty member is the instructor of record. However, the cap applies separately for maters theses or doctoral dissertation hours (e.g., a faculty member could receive $5,000 for supervising 10 masters theses and 10 doctoral dissertations during the summer). FTE for such courses is computed at a rate of 0.025 FTE per student enrolled, up to a maximum of 0.25 FTE per section.~~
Summer school compensation shall be paid to employees who are instructors of record and committee chairs for students enrolled for masters theses or doctoral dissertation hours during summer school and whose masters theses or doctoral dissertations are defended during summer school. Regardless of the credit hours associated with the students= enrollment, compensation is computed at a rate of $250 per student, to a maximum of $2,500. Employees may allow more students to enroll, but compensation is capped at $2,500. The stated cap applies regardless of the number of sections of the same numbered course for which the employee is the instructor of record. However, the cap applies separately for maters theses or doctoral dissertation hours (e.g., an employee could receive $5,000 for supervising 10 masters theses and 10 doctoral dissertations during the summer). FTE for such courses is computed at a rate of 0.025 FTE per student enrolled, up to a maximum of 0.25 FTE per section.

4d. Independent Study and Directed Reading Courses. During the summer session, supplemental summer appointment is not available for a course with either Aindependent study,@ Adirected reading,@ or Adirected research@ in the title.

F. 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.

2. 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.

G. 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.

H. 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. I. 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(J)(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.