

Florida A & M University
Office of Human Resources

HR OPERATING POLICY-PROCEDURE

Procedure No. HR – 1000

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| Subject: Employment & Recruitment Procedures | |
| Authority: Specific Authority 1001.74(4)FS. Law Implemented 1001.74(4), (19, 1001.75(3) FS. History–New 5-6-82, Amended 7-15-87, 6-27-96; FAMU Reg. 1.021(c); 2015 Sunshine Law Manual. http://www.myflsunshine.com/ ; FAMU Regulation 10.105 | Effective Adopted Date: |
| Revision(s) | 06/27/1996; 03/07/2006; 2016; 2017 |
| Related References | |
| Purpose | To provide guidance for establishing and maintaining all procedures, and records which are necessary to substantiate compliance with all laws, regulations and rules relating to recruitment, selection and employment. |

I. General Information

The Office of Human Resources is responsible for the Employment and Recruitment process for all Administrative and Professional (A&P), Administrative and Professional Executive (A&P EX), and University Support Personnel Systems staff. The Office of the Provost, Academic Affairs, handles the employment and recruitment process for all Faculty positions. Educational qualifications and credentials, years of work experience as required by the class specifications, background check, fingerprinting and references must be verified as part of the job offering by the department

Any person providing false or misleading information in order to meet the qualifications for a position shall be immediately dismissed for the position, if the person has been hired; or, the person shall be disqualified from any further consideration for the position in question.

The President, or the President’s designee, shall establish sanctions for the willful falsifications or willful nondisclosures related to job qualifications or responsibilities. The discipline imposed shall be based upon the circumstances.

II. Definitions

- A. **Recruitment, Selection and Appointment:** The overall process of attracting, selecting and appointing qualified candidates for jobs (either regular or temporary) within an organization.
- B. **Advertised Position:** The publication of a vacancy. Other advertising may be conducted based on the needs of the hiring department.
- C. **Appointed Position not Advertised:** When it is in the best interest of the University, the University President or President’s designee, may waive the advertisement of a position with a designated classification and appoint a qualified candidate.
- D. **Waiver of Advertisement:** Waivers of Advertising (also referred to as a "waiver of posting") are granted when institutional need demonstrates a waiver will contribute to the achievement of critical institutional goals. Waivers of advertisement are

always required for positions (A&P, A&P EX, and USPS) appointed without advertisements. All waivers of advertisements must be approved by the President or President's designee.

- E. **Qualified Applicant:** An applicant who meets the minimum qualifications of a job classification.
- F. **Hiring Manager:** Authorized individual with hiring and selection responsibility for a particular position.
- G. **Search Committee:** A committee appointed to help select qualified candidates and delegated to be a specific deciding component of the selection process for example selecting or recommending final candidates for selection by a hiring manager. Search committee meetings are required to be noticed.
- H. **Interview Team:** A group of staff or other University members to serve in an advisory capacity, part of an interview in asking questions, or giving feedback to the hiring manager about an interview in which they participate. They do not have delegated authority to select candidates. Interview team meetings are not required to notice not be noticed.
- I. **Probationary Period:** The provisional appointment of an employee to a USPS position for a period of six (6) to twelve (12) months depending on classification before regular status is issued.
- J. **Appointment Status:** The designation assigned to an employee appointed by the President or President's designee to an approved original or continuing position. Appointments include: probationary; temporary/interim/provisional; visiting; trainee; emergency; or regular status.
- K. **Employment and Appointment Modifiers:** Typology of different appointments available to the University to classify pay plans and terms and conditions of employment.
- L. **Volunteer:** Any person who, of his/her own free will, provides goods or services to any state department or agency, with no monetary or material compensation.
- M. **University Support Personnel Service (USPS):** A specific FAMU pay plan with designated benefits package, typically support and some professional staff. Employees in this pay plan are required to serve a probationary period.
- N. **Administrative and Professional (A&P):** A specific FAMU pay plan with designated benefits package, typically administrative and most professional staff with annual A&P contracts, no probationary period and "at will" status with 60 calendar day notice.
- O. **Administrative and Professional Executive Service (A&P EX):** A specific FAMU pay plan with designated benefits package, typically executive leadership staff with contracts and "at will" status with 60 calendar day notice and no probationary period.
- P. **Other Personnel Services (OPS):** A specific pay plan and status for at-will temporary personnel not eligible for any form of paid leave, paid holidays, a paid personal day, retirement benefits or any other state employee benefit other than participation in state group insurance if deemed eligible. Typically a time limited appointment contract with terms and conditions and "at-will" status with no notice for non-renewal or probationary status.
- Q. **Non- U.S. citizen:** An individual who is not currently a citizen of the United States but may possess a visa or a Permanent Resident card which permits gainful employment in the United States as determined by the United States Immigration and Naturalization Service.
- R. **Non-Resident Alien:** A Non-U.S. citizen who doesn't pass the green card test or the substantial presence test. If a non-citizen currently has a green card or has had a green card in the past calendar year, he or she would pass the green card test and would be classified as a resident alien.
- S. **Work Assignments:** Tasks, duties or projects as part of the essential functions of a position.
- T. **Open Competitive:** An announcement will be advertised as open competitive when the appointing Authority does not wish to limit the applicant pool.
- U. **Non-Competitive:** An internal/external candidate who is appointed to a non-advertised position.

III. Recruitment, Selection and Appointment

A. Recruitment and Selection

1. Unless a candidate is appointed under Section III, A, 2, the University will announce all Faculty, A&P, A&P EX and USPS position vacancies for a minimum of seven (7) calendar days. The President or the President's designee will determine which positions have special advertising requirements to meet the University Affirmative Action Plan or Florida Educational Equity Accountability (FEEA) plan.
2. The announcement may be waived when it is determined to be in the best interest of the University. The University President or President's designee may waive the announcement of a position and appoint a candidate who meets the minimum qualifications of the position required. The action requires an approved Waiver of Advertisement Form. The Waiver of Advertisement Form should not be used to bypass the competitive recruitment process.

3. Hiring departments will be responsible for placing advertisements for position vacancies in newspapers, trade magazines, periodicals and other media sources. However, the content of all advertisements shall be reviewed for compliance with applicable University requirements prior to the advertisement appearing in any media source by the University Office of Human Resources.
4. Qualified applicants are those who meet the minimum qualifications contained in the University's class specifications and the additional competencies required for the specific position. If necessary, to meet employment needs of the University, an applicant who does not meet the minimum qualifications as stated above, may be appointed with an emergency, provisional, trainee or similar status. The University will determine the area of specialization in which the required level of education, training, and experience is appropriate for the position.
5. Search committees and interview teams must convene under the guidelines of the Florida Sunshine Law. Search committees must notice meetings.
6. Interview Team- Interview participants provide feedback to the hiring manager on all candidates interviewed that will assist the hiring manager in selecting the most qualified applicant for the position. Interviews do not need to be noticed because the team is providing feedback for the hiring manager to make the final decision. The hiring manager may participate in the interview process.
7. Search Committee- Interview participants decide which candidate(s) are the most qualified and recommends top candidates(s) to the hiring manager for the final interview/decision. Interviews should be noticed because the hiring manager delegated the initial responsibility to the interviewee participants.
8. The President or President's designee has the discretion to consider equivalency to the minimum requirements of a position provided the applicant has an applicable degree of education or certified training and demonstrated experience deemed appropriate and justified through verified documentation. Verification, validity and appropriateness of proposed qualification equivalency are determined by the Chief Human Resources Officer.
9. Each department head is responsible for compliance with the Immigration Laws when hiring Non-Citizens, Non-Resident Aliens (NRA). If the NRA cannot provide the required documents, the department cannot hire the individual. The NRA must comply with the laws of the United States, the State of Florida, and policies and procedures of the University.
10. All qualified applicants will receive consideration for employment and promotion without regard to race, color, religion, age, handicap, disability, sex, marital status, national origin, or Veteran status or other protected status as provided by law.
11. Special consideration in appointment and employment should be given to eligible Veteran applicants at each step of the employment selection process for all USPS positions. If for USPS positions, there is an equal finish decision (two candidates with equal minimum and preferred qualifications and organizational fit) between a Non-Veteran applicant and Veteran applicant for the position, the Veteran should be given preference. Pay Plans A&P, A&P EX, Faculty and OPS positions should be given consideration; however, preference is not required.
12. The Standard Operating Procedural Guide for Faculty Appointments and/or the Search and Screen Procedures for A&P and USPS appointments should be used as a tool in the selection and appointment process.
13. An applicant's consideration will be discontinued when it is determined that the applicant does not meet the minimum requirements; has falsified an application about the minimum qualifications or information that would give her/him competitive advantage against other applicants; has a substandard employment record that would affect the position's requirements; has received a settlement agreement due to irreconcilable differences with FAMU as the employer, has a criminal history related to the position for which the applicant has applied, or which may jeopardize the safety of students, faculty, staff, or the safekeeping of confidential records or University accounts. Please refer to Regulation 10.131.
14. Any person who has been convicted of a felony involving the sale of or trafficking in, or conspiracy to sell or traffic in, a controlled substance as described in Chapter 893, Florida Statutes, is disqualified from employment unless conditions outlined in Section 775.16, Florida Statutes, are met. Failure to disclose such conviction is cause for dismissal from

employment, if the person has been hired; or disqualification from any further consideration for the position, if the person is an applicant.

15. Once a final candidate has been selected, the recommending official should prepare a written contingent employment offer in which must be signed by the President or President's designee. The contingent offer letter must be signed by the final candidate prior to contacting any current/past places of employment. Reference checks should only be conducted on the final candidate. Reference checks should encompass the collection and verification of information, about the applicant to determine if the applicant selected for appointment possesses the desired KSA's to do the job. The recommending official should conduct enough references checks to cover the years of experience as required in the class specification. The hiring appointment process guide can be found on the Office of Human Resources website.

B. Employment Appointments

1. Appointments

- a. The appointment of a Faculty, A&P, A&P EX or USPS employee to a position shall only be made by the President or President's designee.
- b. Executive Service (A&P EX) appointments shall be made only by the President. Employees appointed to the Executive Service pay plan shall serve at the pleasure of the President, shall not have tenure or joint Faculty/A&P appointments and no expectation of appointment beyond a 60 calendar day notice period. Executive contracts' "at will" language and the President's authority (Specific Authority 1001.74(4)) supersede policy language (Section C,1,o.(2); p.) within this section concerning transfer and reassignment.
- c. Faculty and A&P appointments shall be made by means of an employment contract or appointment document and conditioned on the return of a duly executed copy of the contract or written acceptance of the appointment by a specified date. No appointment shall create any right, interest, or expectancy beyond the specific term set forth in the documented appointment. Employees in the A&P pay plans shall not be made with tenure and shall not provide an expectation of appointment beyond a 60 calendar day notice period.
- d. At any time during any appointment, Faculty, A&P, and A&P Executive Service employees may be non-reappointed upon written notice in compliance with these regulations and consistent with any relevant collective bargaining agreement. Please refer to Regulations 10.106 & 10.207.
- e. University Support Personnel System appointments shall be an employee, who is initially appointed to a USPS position, when the employee meets the minimum qualifications for the position, will serve a probationary period for an amount of time designated on the class specification and in accordance with FAMU Regulations.
- f. Other Personnel Services appointments employees may be appointed to meet temporary employment needs. Employees in this pay plan have no right, interest or expectancy of continued employment and shall not be assigned to a specific classification other than exempt (salaried) or non-exempt (hourly) (See Regulation 10.127).

2. General Appointment Types

- a. *Regular/Original* - An initial/continuing appointment to an established position.
- b. *Adjunct* - An appointment paid from OPS funding source. Adjunct appointments may not be for more than 50% of the time throughout an academic year or full-time for more than twenty-six weeks of a fiscal year, unless approved by the President. Such appointments are for temporary or part-time employment and the term of employment is only for the period specified in the offer.
- c. *Joint* - An appointment wherein the person is regularly participating in the teaching and/or graduate supervision responsibilities of more than one academic department/unit.
- d. *Research* - An appointment wherein the person is engaged primarily in research.
- e. *Clinical* - An appointment in conjunction with a professional position in a hospital or other clinical environment.

- f. *Courtesy* - An unpaid appointment where-in it includes special academic privileges such as voting in departmental affairs. Persons appointed with this status may or may not be otherwise affiliated with the University.
- g. *Honorary/Honoris Causa* - An unpaid appointment of an individual having distinction and honor in his/her field, but who does not possess the normal requirements for the position.
- h. *Emeritus* - An honorary title which may be conferred at retirement in recognition of distinguished service.
- i. *Affiliate* - An appointment wherein a person participates in some functions of other academic departments/units.
- j. *Joint College* - An appointment to a college/unit administered jointly by more than one university. Although appointed and employed by only one of the participating universities, each person so designated is considered an employee of the other participating universities only for purposes of carrying out the teaching, research, and service responsibilities of the college/unit.
- k. *Faculty Phased Retirement* - An appointment under the provisions of the Phased Retirement Program.
- l. *Time-limited* - An appointment to a position funded by contract or grant, auxiliaries, title III or local funds, as appropriate, for a particular project, enterprise, or for a specified period. Such designation must be made to the position at the time of recruitment. A time-limited position shall have the same rights as a position with a regular appointment modifier, except such position shall not have retention rights provided for layoff and recall.

3. Appointment Modifiers

The University shall use the following appointment modifiers, which define the conditions of an employee's appointment. Such appointment modifiers apply to the appointment of a qualified employee unless otherwise stated. Appointments shall be made only to positions that have been established in accordance with the University's Classification Plan.

a) *Promotional Appointment*

- 1) Faculty promotion is the appointment to a higher academic or equivalent rank or class and may also be combined with an application for tenure. The criteria for promotion shall include meeting the minimum qualifications for appointment to the rank or position, increased skill in teaching, increased knowledge in the field of specialty, increased recognition as an authority in the field, and potential for professional growth. The University shall provide for Faculty participation in developing promotion recommendations and other procedures and criteria for Faculty promotion.
- 2) An A&P promotion is the appointment to another position or higher classification with substantially increased responsibilities, or a regular assignment of substantially increased responsibilities for the existing classification. An employee must meet the minimum qualifications for the position to which promoted.
- 3) An USPS promotion is the appointment to a class or position with substantially increased responsibilities. An employee must meet the minimum qualifications for the position to which promoted. Upon promotion, the employee's appointment modifier shall be determined pursuant to provisions of this regulation.
- 4) In some cases promotion may be in title or classification only and may not be associated with pay increases.

b) *Demotion Appointment*

- 1) A demotion is an appointment to a class or position having reduced level of responsibility. Upon demotion, an USPS employee's appointment modifier shall be determined pursuant to provisions of

this policy; however, if the employee previously held regular status in the class to which demoted, the demotion shall be with regular status.

- 2) A decrease in salary may be warranted upon demotion.

c) *Reduction in Classification Status Appointment*

- 1) Unlike a demotion, in some cases an employee may apply for and be hired or be appointed to an individual classification in a lower pay level than previously held. Salaries in these cases should be commensurate with existing FAMU classification ranges. However, if by virtue of the position's market value, level of responsibility, critical organizational need; labor market competitiveness or overlapping value in pay level ranges, the previous salary or a minor increase with justification (e.g., 3% to 4%) commensurate with conditions above, may be considered. The adjusted salary should be no higher than the maximum of the new position's recommended classification hiring range; must not be higher than the maximum of the classification's pay level range; or a level that would create internal inequity.

d) *Change-in-Assignment or Lateral Move Appointment*

- 1) Faculty-The President or Provost may for the best interest of the University, and at any time, assign a Faculty member to other institutional assignment(s). This change-in-assignment will take place only after consultation with the employee and the departments or other affected units. Regardless of the change-in-assignment, however, the University is committed to compensate the employee at a salary commensurate with the new assignment. Change-in-Assignments in conjunction with a non-reappointment shall be made pursuant to Regulations 10.207.
- 2) A&P and AP EX.- The President or President's designee may for the best interest of the University, and at any time, assign an employee in A&P or A&P Executive status to other institutional assignment(s) within the same or different classification. The change in work assignments will take place after noticing the employee and any affected departments or other units. Regardless of the change-in-assignment; however, the University is committed to compensate the employee at a salary commensurate with the new assignment.
- 3) USPS-The President or President's designee may for the best interest of the University or organizational need, and at any time, assign an employee USPS status to other institutional assignment(s) within the same or different classification. The change in work assignments will take place after noticing the employee (a minimum of 14 days or not required during an emergency) and any affected departments or other units. Regardless of the change-in-assignment; however, the University is committed to compensate the employee at a salary commensurate with the new assignment.
- 4) An A&P or USPS lateral move is the appointment (hired into or appointed) to a different position in the same classification or in a different classification having the same levels of responsibility and pay levels. If a lateral move (same classification, scope of duties and/or level of responsibility) no pay increase should be expected.
- 5) An USPS employee who has not attained regular status in the current class receives a change-in-assignment or lateral move to a different position in the same class, the employee's status remains the same until the probationary period designated for the class has been successfully completed.
- 6) An USPS employee with or without regular status in the current class who receives a change in assignment or lateral move to a different position in a different class shall be given probationary status in the new class if the employee meets the minimum qualifications for the position; however, if the employee previously held regular status in the class to which reassigned, the change-in-assignment shall be with regular status.

e) *Transfer Appointment*

- 1) A transfer is the appointment of an employee from one geographic location within the University to a different geographic location within the University in excess of 50 miles from the employee's current work location.

d) *Multi-Year Appointment*

- 1) An appointment which extends beyond one academic or fiscal year. Any multi-year appointment must be approved by the President, Office of the General Counsel and the Board of Trustees.

4. Appointment Statutes

- a) *Regular* – The status assigned to an employee appointed to an original/continuing appointment. Regular status is achieved after a probationary period with USPS employees. No probationary period is required of this status for A&P or A&P EX.
- b) *Probationary* - The status assigned to a qualified USPS employee for a designated period during the initial months of employment. Continuous satisfactory performance while in temporary status may be counted toward completion of the required probationary period. The decision to count such time toward completion of the probationary period shall be made at the time the employee is initially appointed with probationary status. All A&P positions do not require a probationary period.
- c) *Temporary* – The status assigned to an USPS employee who is appointed to fill an established position when either the employee or the position is not expected to be available for more than one (1) year.
- d) *Interim* – The status assigned to an employee when appointed to assume additional or replacement duties of another position of a higher or comparable job classification and pay grade for no more than two (2) years.
- e) *Provisional* – The status of an employee who is not fully qualified, but who is expected to acquire such qualification within a six (6) month period.
- f) *Visiting* – The status of a person to a Faculty A&P position having professional qualifications, when either the person or the position is not expected to be available for more than a limited period of time. No person shall be appointed with a visiting status for more than one (1) year
- g) *Trainee* – The status appointed to a law enforcement employee prior to receiving a Certificate of Compliance, except that the employee must, within 180 consecutive days following such appointment, be actively enrolled in the training program to obtain the certificate. Trainee status is also used when the employee has not passed a required examination but meets the minimum qualifications for the position; the employee is not fully qualified but is expected to acquire such qualification in a short period of time; or the appointment is under a cooperative education program, a vocational rehabilitation program, an approved University training program, or an apprenticeship program.
- h) *Emergency* – The status is assigned to an employee for no more than three (3) months when a vacancy must be filled immediately due to an emergency. Such status may be made without regard to the employee's training and experience or other provisions of this regulation.
- i) *Regular Status for University Support Personnel System Employees*
 - 1) Regular status for USPS employees shall be granted after successful completion of the designated probationary period for the class. The probationary period for an USPS position shall be for a period of six (6) months, with the exception of law enforcement positions which shall require an initial twelve (12) month probationary period.

- 2) Regular status assures the employee the right to remain in the class or to appeal any disciplinary action taken against the employee while serving in the class.
- 3) An USPS employee who earns regular status in a time-limited position shall not have retention rights.
- 4) An USPS employee who does not have regular status in any class may be terminated at any time without the right to appeal such action or access to any compliant procedures.
- 5) The provisions of this regulation are supplemented by the applicable collective bargaining agreement for those USPS employees who are covered by a collective bargaining unit.

5. Volunteer Services

- a) The services rendered by volunteers on the campus of FAMU will be monitored by the senior administrative official within the department in which the volunteer will provide the services. The department must ensure the volunteer's compliance with applicable Board of Trustees policies and University regulations. The department must also complete and file the Volunteer Activities and Services Form with the Office of Human Resources.

6. Executive Service Appointments

- A. Employees in the Administrative and Professional Executive Service (A&P EX) pay plan serve at the pleasure of the President. Their employment may be terminated at the discretion of the President or the President's designee with 60 days written notice. Such employees are also subject to suspension, reduction in pay, demotion, transfer, reassignment, and other personnel actions at the discretion of the President or President's designee.

- B. The President may appoint a candidate via Waiver of Advertisement to an A&P EX position or recruit utilizing a search firm.

- C. Benefits:

Executive Service participants are provided an enhanced benefits package.

1. Employees who are appointed to an Executive Service position in an acting capacity shall not receive the applicable Executive Service benefits, regardless of whether they are subsequently permanently appointed to the position.
2. When a position no longer meets the criteria for Executive Service eligibility as a result of reorganization or position responsibilities being modified by the President or Board of Trustees (BOT) the employee shall be removed from the A&P EX pay plan and shall no longer receive the related benefits.

General Procedures

THIS SECTION CURRENTLY IN REVIEW 3/3/2018- PLEASE CONTACT HUMAN RESOURCES

The President or President's designee:

- A. Shall submit a recommendation, in writing, to the BOT requesting approval of positions to the Executive Service. The request shall also include a copy of the applicable position description and organization chart.
- B. Shall notify the BOT immediately when the duties of an Executive Service position changes, such that the position no longer meets the criteria for Executive Service inclusion. The notification should also include a copy of the revised position description and organization chart.
- C. Shall notify in writing any employee placed in the A&P EX pay plan. Such notice shall occur only after the position in which the employee is to be placed has been approved by the President for inclusion.

- D. Shall notify the BOT whenever a new incumbent is appointed to fill an already approved A&P EX position. The notice shall include a copy of the incumbent's employment contract.
- E. Shall notify the BOT when an incumbent is removed from his/her Executive Service position.
- F. Shall remove the Executive Service benefits from the individual the pay period immediately following the documented removal from the pay plan.