PREAMBLE: This section defines the types of employment positions at UI, how they are created, and the terms and instruments of appointment. It was revised in 1983, 1988, and again in 1996. In 2002 many sections of the handbook, including this one, underwent comprehensive review and substantial revision to bring them in line with revised SBOE/Regents policy. Further information may be obtained from Human Resources (208-885-3609) [ed. 7-97, 7-00, 7-02, 9-06].

CONTENTS:
A. Positions Classified on the Basis of Duration
B. Employee Classifications
C. Appointing Authority and Legal Compliance
D. Terms of Appointment
E. Instruments of Appointment

A. POSITIONS CLASSIFIED ON THE BASIS OF DURATION.

A-1. Permanent Positions. A permanent position is one that is established with the intention that it will continue indefinitely. Once established, it continues to exist, whether filled or vacant, until abolished. In summary, a position is designated as “permanent” solely on the basis of intent as to its duration, irrespective of the duties, the appointment, the funding source, or any other consideration. [ed. 1-08]

  a. A permanent position may be a faculty (teaching, research, extension, or service) position or a staff (exempt or classified) position. [ed. 1-02, rev. 1-08]

  b. A permanent position may be part time (50% or greater) or full time and it may be filled by an appointment that is temporary, probationary, fixed-term, continuing, or at the pleasure of the president or the regents. It is the position, not the appointment, that is permanent. [rev. 1-08]

  c. A permanent position may be supported by appropriated or nonappropriated funds.

A-2. Authorization of Permanent Positions. Any permanent new position, regardless of funding source, requires Board approval prior to any form or manner of recruitment of applicants. [RGPII.B.3.a(1)] [rev. 7-02, ed. 1-08]

A-3. Temporary Positions. A temporary position is one that is established for a definite period: typically, the duration corresponds to the period of a grant, contract, or duration of work or project. Temporary hourly positions are governed by FSH 3090. [rev. 7-02, 1-08]

A-4. Authorization of Temporary Positions. Temporary positions may be established by the president or designee. There can be no commitment to continue a temporary position beyond the length of time specified when it is established; in particular, there can be no commitment to continue on appropriated funds a position initially established with nonappropriated funding. [ed. 7-02, rev. 1-08]

B. EMPLOYEE CLASSIFICATIONS. Every UI employee, belongs to one of two categories--classified or exempt--that are defined as follows: [rev. 1-08]

B-1. Classified Employees. “Classified employees at the University of Idaho are subject to the policies and procedures of the University of Idaho for its classified employees. Such policies and procedures require approval by the Board, and should be, in so much as practical, parallel to the provisions provided for state of Idaho classified employees in Chapter 53, Title 67, Idaho Code.” [RPG II.D1.b] [rev. 7-02]
B-2. Exempt Employees. Exempt means any person appointed to or holding a position at an institution, agency, or school designated by the Board as non-classified and thus is not subject to the provisions of Chapter 53, Title 67, Idaho Code or the policies and procedures of the University of Idaho for its classified employees. The Board's designation of a position or employee as non-classified constitutes any designation necessary under Idaho law to designate such position or employee as an officer [RGP II.D.2, see also FSH 3460 A-3.]. Faculty employees comprise a large and unique subset of the Board's exempt employees. Thus, faculty employees are addressed specifically throughout these policies and procedures. [RGP II.D.2.c] [ed. 7-02, rev. 1-08]

B-3. Staff Titles. Job title names for positions within a college, department or other administrative unit are listed on the Human Resources website under classification established by the departmental administrator unless otherwise specified by the departmental administrator or for special projects [see APM 50.50]. A job title may be changed by the administrator—usually with a change in duties—or the title may change if the position is determined to be incorrectly classified and the department authorizes reclassification (see FSH 3360 D). Faculty titles are covered in FSH 3565. Job title names may be selected from existing state of Idaho or UI-unique job titles; in the event no existing job title appropriately characterizes a position, a new UI-unique job title may be defined.

C. APPOINTING AUTHORITY AND LEGAL COMPLIANCE. In the case of all appointments, compliance with UI's affirmative action and equal employment opportunity policy (see FSH 3065) and with the requirements of all applicable immigration and naturalization laws (see FSH 3070) is required. These procedures must be followed to ensure legal compliance.[red. 7-02, 1-08]

C-1. Regents policy provides: “The Board [Regents] delegates all authority for personnel management not specifically retained to the executive director [of the State Board of Education] and the chief executive officers consistent with the personnel policies and procedures adopted by the Board. In fulfilling this responsibility, the executive director and chief executive officers, or their designees, may exercise their authority consistent with those policies and procedures provided, however, that the Board retains the authority for taking final action on any matter so identified anywhere in these policies and procedures.” [RGP II.B.2.] [rev. 7-02, ed. 1-08]

C-2. The Regents specifically retain the authority to make the initial appointment of all employees to any type of position at a salary that is equal to or higher than 75% of president’s annual salary. In addition the Regents specifically retain the authority to approve, for longer than one year, the employment agreement of any head coach or athletic director and all amendments thereto. [RGP II.B.3.b and c.] [rev. 7-02, 1-08]

D. TERMS OF APPOINTMENT.

D-1. Classified Employees. UI classified employees are appointed subject to the policies of the University and the Regents. Initial appointment procedures are included in FSH 3065. [rev. 7-02, ed. 1-08]

D-2. Exempt Employees. All salaried employees of UI, except faculty members with tenure [see FSH 3520], and the category described in b below, have fixed terms of employment. A contract for a fixed term of employment may not exceed one year without prior approval by the Regents. Employment beyond the contract period cannot legally be presumed. Reappointment to an additional fixed-term contract is at the discretion of the president and where applicable of the Regents. Policies and procedures covering reappointment or nonreappointment of these employees are included in FSH 3900. [rev. 7-02, 1-08]

a. A category of exempt employees, referred to as “temporary or special project nonclassified employees,” is recognized by the Regents. This category includes (1) employees who are appointed to positions that are either temporary or for special projects [see A-3 above], and who generally meet specific position requirements for (a) grants or contracts of specified duration, or (b) part-time teaching or other responsibilities, and (2) employees who are appointed to fulfill the responsibilities of continuing positions on an emergency or temporary basis. [RGP II.D.2.d(1)] These employees have no expectation of continuing employment beyond an existing contract period, and their service in no way qualifies them for
consideration for tenure in that position. In no case are such employees legally entitled to advance notice of or reasons for a decision not to enter into another contract of employment for another period and such decision is not grievable or appealable in any way. [rev. 7-02, 1-08]

b. The UI president serves as such at the pleasure of the Board of Regents and may be dismissed from that position at any time with or without cause or written notice. [See also FSH 1420 A-1.] [ed. 7-02]

E. INSTRUMENTS OF APPOINTMENT.

E-1. Classified Employees. Each classified employee receives on appointment a letter from the department that defines his or her appointment and specifies the terms of employment. [ed. 7-02]

E-2. Exempt Employees. Each salaried exempt employee serves pursuant to a letter of appointment and a salary agreement. The employee acknowledges receipt and acceptance of the terms of the letter and salary agreement by signing and returning a copy of each to the administrator who initiated the offer of appointment. Failure or refusal of the employee to sign and return a copy of the letter and salary agreement within the specified time is deemed rejection of the offer of employment unless the parties have mutually agreed to extend the time. If the employee does not sign and return the initial offer within the specified time UI may, at its discretion, extend another offer to the employee. Any alteration by the employee of the offer is deemed a counteroffer requiring an affirmative act of acceptance by the president or the president’s designee. [ed. 7-02]

E-3. Faculty Members. Offers of academic employment are made by academic colleges. Every faculty hire is approved by the dean to ensure consistent and diligent hiring practices have been followed. The letter offering the position should indicate: (1) that the offer is made on recommendation of the appropriate department faculty and with the approval of the president and Regents, (2) the specific salary, (3) the term of service and date of entry on duty, and (4) any special conditions of employment applying to this appointment. In addition, in the case of joint academic appointments, the letter of appointment will specify a single tenure-granting department. The letter may also specify such other matters as are desirable in order to define the primary elements of the contract of employment. In the case of joint academic appointments, the letter of appointment will specify a single tenure-granting department for the faculty member to advance in rank. The department administrator of the tenure-granting department will be responsible for coordinating the annual performance evaluation and other performance reviews with the other department(s) participating in the joint appointment. [rev. 7-97, 7-02, 1-08]
UNIVERSITY OF IDAHO

SALARY AGREEMENT FOR FACULTY AND EXEMPT PERSONNEL

(  )

Date:

(  )

(Name, Department, Title, and Rank)

TERM OF APPOINTMENT*:

Base Salary:

*Enter dates if for period shorter than fiscal or academic year:

FROM:      TO:

This agreement confirms the concurrence of the University and the employee regarding the compensation to be provided to the employee for services rendered during the period indicated. The employee is subject to, and responsible for compliance with, the Idaho State Board of Education and Regents of the University of Idaho Governing Policies and Procedures Manual and Rule Manual, as well as the University of Idaho Faculty-Staff Handbook, as all may be amended from time-to-time without notice. The employee specifically recognizes and agrees to abide by the terms set forth in Faculty-Staff Handbook Section 5400, Employment Agreement concerning Patents and Copyrights, as all may be amended from time-to-time without notice.

Academic-year appointees are committed to fulfill duties and assignments for 1,560 hours (19.5 bi-weeks or 39 weeks – nine-month appointments). The majority of the faculty will fulfill this assignment during the fall and spring semesters, beginning on August __________ and ending on May ____________. Payroll dates for academic year employees are June _________ through June ____________.

It is further agreed that any academic-year appointee who ceases to work for the University during the term of employment provided herein and has received more than a pro-rata portion of the salary to which that person is entitled must repay the University the excess payment within 30 days after the termination of his or her service. This provision is applicable to persons who resign, are discharged for cause, or are granted leave of absence without pay.

All fiscal–year employees are subject to regular assignment throughout the year. Appointment and payroll dates for fiscal year employees are June __________ through June ____________.

Salary will be paid in bi-weekly installments on the usual paydays of the University.

This agreement constitutes the entire agreement of the parties, and there are no oral or other written agreements existing relative to the employment relationship of the parties unless specifically incorporated under “Other Conditions” below. This agreement may be modified only in writing when signed by all parties and approved by the Regents of the University of Idaho.

This agreement is subject to final approval by The Regents of the University of Idaho and must be signed by the employee and returned to your college/unit administrator by ____________, to make the appointment effective.

OTHER CONDITIONS:

____________________________________________________________________________________________

____________________________________________________________________________________________

____________________________________________________________________________________________

____________________________________________________________________________________________

ACCEPTED:  ___________________________________   ___________________________________

Employee Date  For the University Date