

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 through appropriate professional channels. 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. 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/unit.

8.3 Employment Agreement. All appointments shall be made on a University employment agreement and signed by the president or representative and the employee. The University may enclose informational addenda, except that such addenda shall not abridge the employee's rights or benefits provided in this Agreement. The University employment agreement shall contain the following elements:

(a) Date;

(b) Professional Classification System title, class code, rank, and appointment status;

(c) Principal place of employment;

(d) Employment unit (e.g., department, college, institute, area, center, etc.);

(e) Length of the appointment;

(f) A statement that the position is (1) tenured, (2) non-tenure earning, (3) tenure-earning (specifying prior service in another institution to be credited toward tenure), or (4) multiyear/non-tenure earning;

~~(g) Tenure status;~~

(hg) Percent of full time effort (FTE) assigned;

(h) Salary;

[Add to definitions (Article 32): “Salary” means the monetary compensation paid to an employee. This amount does not include the value of other benefits provided to or available to employees as part of overall compensation.]

(i) The following statement, if the appointment is not subject to the notice provisions of Article 12: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.";

(k) Special conditions of employment, including what part, if any, of the salary is provided as a temporary salary adjustment (stipend) subject to the terms of Section 8.4.

(k) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules of the University, and this Agreement;

(m) A statement that the employee’s signature on the employment agreement shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 20;

(m) The statement: "The University of Central Florida is an equal opportunity employer. University policy and rule prohibit discrimination against or harassment of any employee based upon race, color, sex, sexual orientation, religious creed, national origin, age, 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.";

(n) A statement informing the employee of the obligation to report outside activity, conflict of commitment, and conflict of interest under the provisions of Article 19 of the Agreement; and

(p) The statement: “If you have not been provided with a copy of the BOT/UFF Collective Bargaining Agreement, notify your supervisor and you will be given one.”

8.4 Change in Appointments.

(a) An employee serving on a calendar year appointment may request an academic year appointment. Similarly, an employee serving on an academic year appointment may request a calendar year appointment. The president or representative shall carefully consider such requests, although staffing considerations and other relevant University needs may prevent their being granted.

~~(b) If a calendar year appointment includes a temporary salary adjustment (stipend), the employment agreement shall specify what part if any of the stipend would shall be included in salary calculations when converting from a calendar year to an academic year appointment. In the absence of a statement on the employment agreement stating otherwise, for employment agreements written after ratification of this Agreement, all stipends shall be removed included prior when to calculating the converting an employee's salary when converting from a calendar year to an academic year appointment or vice versa.~~

~~(bc) Upon approval by the president or the president's representative, and assuming that the assigned responsibilities remain substantially the same, an employee's base salary shall be adjusted by 81.82 percent when changing from a calendar year to an academic year appointment or by 122.2 percent when changing from an academic year to a calendar year appointment. For an employee whose appointment was previously changed from an academic year to calendar year appointment at a salary adjustment other than 122.2 percent or from a calendar year to academic year appointment at a salary adjustment other than 81.82 percent, the percent which is the reciprocal of the percent previously used shall be used to make the salary adjustment. In the absence of a written agreement stating otherwise, all stipends shall be removed prior to calculating the employee's salary when converting from a calendar year to an academic year appointment.~~

8.5 Appointment Types

~~(a) Regular appointments Appointments may be offered on a tenured, tenure-earning, or non-tenure-earning basis. Regular appointments may also be offered on a multiyear basis as set forth in subparagraph (b).~~

~~(a)(b) The ranks of Assistant Professor, Associate Professor, and Professor shall be provided to employees who have tenured or tenure-earning appointments except under the following circumstances:~~

(1) When an employee holding one of these ranks has been is placed on a terminal contract, the employee's rank will be retained for the duration of that contract;

(2) Up to five (5) untenured, non-tenure earning employees individuals appointed annually whose rank is specifically approved by the president or president's representative;

(3) Individuals who have officially retired from universities or other organizations who are least 55 years of age;

(4) Tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by such an appointment;

(5) Individuals who have held the rank of professor for at least seven (7) years at an institution of higher education;

~~(6) Employees with the prefix modifier visiting, provisional, courtesy, clinical, or research appended prepended to the rank of~~

assistant professor, associate professor, or professor; ~~Employees with visiting, provisional, courtesy, clinical, or research appointments; and~~

(67) Non-tenure earning employees whose rank, as of **the date of ratification of this Agreement**~~December 1, 2007~~2008, violates the preceding provision.

(bc) ~~Regular non~~**Non**-tenure-earning multiyear renewable appointments of two to five year duration may be offered ~~for the following: Such appointments shall not be provided to employees with the ranks of assistant professor, associate professor, or professor except under the circumstances of 8.5(b)(2) through 8.5(b)(67), but shall not be offered to visiting employees.~~

- ~~1. Instructors and Lecturers;~~
- ~~2. Assistant Librarians, Associate Librarians, Librarians, Curators and Counselors/Advisors;~~
- ~~3. Scholar/Scientists/Engineers, Research Associates, and Associate or Assistant in _____;~~
- ~~4. Individuals who have officially retired from universities or other organizations and who are at least 55 years of age;~~
- ~~5. Tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by such an appointment; and~~
- ~~6. Individuals who have held the rank of professor for at least seven (7) years at an institution of higher education.~~

(ed) 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 be offered in single year or multi-year contracts, not to exceed a total of four years.**

8.6 Supplemental Summer Appointments

(a) ~~Summer Appointments~~

(1a) Policy. **Supplemental summer appointments, when available, shall be offered equitably and as appropriate to qualified employees, not later than five weeks prior to the beginning of the appointment, if practicable. University criteria for determining summer course Course offerings and summer assignments ~~are~~ will be made taking into consideration programmatic needs, student demand, and budget availability. ~~All available instructional resources may be considered by departments in determining course offerings and summer assignments. Colleges and/or departments may develop additional criteria to insure that summer assignments, when made available to in-unit faculty, are offered equitably and appropriately. If additional criteria are developed, they shall be available in each department or unit. Supplemental summer appointments, when available, shall~~ will be offered equitably and as appropriate to qualified employees, not later than five weeks prior to the beginning of the assignment ~~appointment, if practicable. The criteria shall be made available in each department or unit.~~**

~~————(2b)~~ Compensation. Compensation for summer employment shall be 12.5% of the employee's 9 month base salary for the first three (3) credit hours of summer assignment, including teaching, research, and service; 12.5% of the employee's 9 month base salary for the second three (3) credit hours of summer assignment, including teaching, research, and service; and 8.0% of the employee's 9-month base salary for the third three (3) credit hours of summer assignment, including teaching, research, and service. Courses of greater or fewer than three (3) credit-hours shall be prorated. The supplemental summer assignments, like that for the fall and spring semesters, include(s) the normal activities related to such an assignment as defined by the department/unit and the nature of the course, including office hours, course preparation, curriculum development, lectures, evaluation of student efforts, academic advising, research, and department, college, and University committee meetings.

~~————(3c)~~ Supplemental summer appointments shall be made in accordance with Section 1012.945, Florida Statutes (the "twelve hour law").

8.7 Overload Appointments. Overload compensation is defined as State compensation for any duties in excess of a full appointment (1.0 FTE). Available overload compensation appointments within the University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection.

(a) An employee's overload compensation for teaching a three (3) credit hour course in a premium tuition program shall be eleven and one half percent (11.5%) of the mean academic year salary of the tenured and tenure-earning employees in the employee's department/unit.

1. If the employee's department/unit does not offer tenure, the compensation for a three (3) credit hour course shall be eleven and one half percent (11.5%) of the mean 9-month salary of the faculty pay plan employees in the department/unit.

2. The calculation of mean salary shall be as follows. For a course that begins during the fall, spring, or subsequent summer of an academic year, compensation shall be based on the employees in the unit and their salary rates as of January 1st of the previous academic year. Any 12-month employee salaries will be multiplied by 0.75 to obtain an academic year salary.

3. Courses of greater or fewer than three (3) credit hours shall be prorated.

~~(a) Overload compensation for teaching in premium tuition, cohort-based degree programs shall be established by degree program and shall be applied uniformly within each degree program, as follows:-~~

~~1. Compensation for teaching a three (3) credit hour course shall be the lesser of 10.5 eleven percent (11%) of the median academic year salary of the tenured and tenure-earning employees in the unit (department or college) that offers offering the degree program., or 11% of the employee's academic year salary. 11% of the average salary of the employees in the unit offering the degree program who hold graduate faculty status in that degree program, up to a maximum of \$13,000.~~

~~2. When such a program is offered jointly by more than one college, center, or institute, compensation for a three (3) credit-hour course shall be eleven percent (11%) of the mean salary of the tenured and tenure-earning employees in the employee's department.~~

~~3. When employees teaching in such a program are members of a center or institute that does not offer tenure, and the employees are not tenured or tenure-earning, compensation for a three (3) credit-hour course shall be eleven percent (11%) of the mean salary of the faculty pay plan employees in that center or institute.~~

~~4. Mean salaries shall be calculated based on salaries as of January 1 of the prior academic year. For the purposes of this section, the academic year includes the subsequent summer.~~

~~5. Courses of greater or fewer than three (3) credit hours shall be prorated.~~

(b) Compensation for overload appointments other than those described in ~~8.68.7(a)~~; shall be ~~be~~ compensated at no less than the adjunct rate for the employee's department or unit.

~~8.87~~ Reclassification of an Employee to a Non-Unit Classification. Employees shall be provided written notice fourteen (14) days in advance, where practicable, when the University proposes to reclassify the employee to a classification which is not contained in the bargaining unit. The Office of Academic Affairs will notify the local UFF Chapter of such a proposed reclassification within a reasonable period after the department/unit recommends such a reclassification to Academic Affairs. The employee may request a review of such action consistent with the provisions of Article 28. The UFF may discuss such action pursuant to Article 2, Consultation.