

## 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) Employment unit (e.g., department, college, institute, area, center, etc.);
- (d) The length of the appointment;
- (e) Special conditions of employment;
- (f) 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);
- (g) 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;

(h) 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.";

(i) 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;

(j) Percent of full-time effort (FTE) assigned;

(k) Salary rate;

(l) 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.";

(m) 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

(n) Principal place of employment.

(o) 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 ~~Appointments.~~(a) Change in Appointments.

~~(1a)~~ An employee serving on a calendar year appointment may request an academic year appointment, ~~or an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months.~~ Similarly, an employee serving on an academic year appointment may request a calendar year appointment ~~or an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months.~~ The President or representative shall carefully consider such requests, although staffing considerations and other relevant University needs may prevent their being granted.

~~(2b)~~ 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 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 81.8 percent, the percent which is the reciprocal of the percent previously used shall be used to make the salary adjustment.

~~(3) — Upon approval of a change from a calendar year appointment to an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months, the employee's salary shall be adjusted to a percent of the calendar year base salary which is mathematically proportionate.~~

#### 8.5 (b) Summer Appointments

~~(a1) 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. Course offerings and summer assignments will be made taking into consideration programmatic needs, student demand, and budget availability. The criteria shall be made available in each department or unit.~~

~~(b2) 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.~~

~~(c) Rotation Policy. In each department/unit, appointments for summer teaching and overload teaching in degree programs shall be offered to employees subject to this rotation policy. [Should we propose something or offer to discuss this using the IBB approach? If we propose something, it needs to be simple. For example: by seniority each year? All available courses offered to in-unit employees before out of unit: administrators, graduate students, and adjuncts?]~~

~~(d3) Supplemental summer appointments shall be made in accordance with Section 1012.945, Florida Statutes (the "twelve hour law").~~

~~8.6 (e) Overload Extra State Compensation Appointments. Extra State overload compensation is defined as State compensation for any duties (including work activities previously designated as overload) in excess of a full appointment (1.0 FTE). Available extra State 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. The compensation rates and rotation policies defined for summer appointments in Section 8.5 shall apply to overload teaching in degree programs.~~

### 8.7 Appointment Types.

(a) 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 or multi-year contracts not to exceed a total of four (4) consecutive years.

(b) Continuing Appointments. A continuing appointment is a non-tenured appointment which offers annual reappointment unless notice is given as required by Article 12.

(c) Tenured and Tenure-earning Appointments. Tenured and tenure-earning appointments shall be made according to the provisions of Article 15. The ranks Assistant Professor, Associate Professor, and Professor shall be provided only to employees who are on tenured or tenure-earning appointments.

(d) Fixed-Term Renewable Appointments, Non-tenured or Non-tenure earning. Two to five-year fixed-term, non-renewable appointments may be offered, subject to satisfactory performance as evaluated on an annual basis and University needs, for the following:

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

8.58 Reclassification of an Employee to a Non-Unit Classification. Employees shall be provided written notice thirty (30) 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.