

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) ~~The~~ Length of the appointment;

(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) or (4) multiyear/non-tenure earning;

~~(g) Tenure status.~~

- (g) Percent of full-time effort (FTE) assigned;
- (h) Salary;

[Add to definitions article (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 a 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.";

(j) Special conditions of employment including what part, if any, of the salary rate is provided as a temporary salary adjustment (stipend) (supplement) 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;

(l) 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

(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.

(b) Effective August 8, 2009, if a calendar year appointment includes a temporary salary adjustment (stipend), the employment agreement shall specify what part if any of the stipend shall be included in salary calculations when converting from a calendar year to an academic year appointment. or vice versa and, in the absence of such a statement in the employment agreement stating otherwise, all stipends shall be included when converting an employee's salary from a calendar year to an academic year appointment or vice versa.

(2c) 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 81.82 percent when changing from a calendar year to an academic year appointment or by 122.22 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 122.22 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.

(e) When the employee may be converted to an academic year appointment in the future, any All new or continuing calendar year appointments shall have a written agreement signed by the employee and the University which specifies the conversion ratio under which the employee's salary would be converted from a calendar year to an academic year appointment. If the appointment includes a stipend (salary supplement), this agreement shall specify the conditions under which the stipend would be discontinued and whether all or any part of the stipend would be included in salary calculations when converting from a calendar year to an academic year appointment. Any tenured or and tenure earning employees who moves to an out of unit calendar year appointment shall also be provided such a written agreement prior to that move. In the absence of a written agreement stating otherwise, all stipends shall be included in salary calculations when converting from a calendar year to an academic year appointment.

(d) If a candidate for an in-unit position receives a written offer of terms or benefits of employment from a representative of the University, including a department chair/director, dean or equivalent, and that candidate is subsequently hired, such terms or benefits shall be honored by the University, as long as they do not abridge the employee's rights or benefits provide in this Agreement. If an employee receives a written offer of a change in terms of employment from a representative of the University, including the employee's department chair/director, dean or equivalent, such changes shall be honored by the University, as long as they do not abridge the employee's rights or benefits provide in this Agreement.

(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 Appointment Types.

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

(1) when an employee holding one of these ranks 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 appointed annually whose rank is specifically approved in writing by the president or president's representative;

(3) individuals who have officially retired from universities or other organizations who are at 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 DROP, phased retirement, or other retirement opportunities that may become available; and

(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 visiting, provisional, courtesy, clinical, or research appended to the rank of assistant professor, associate professor, or professor; employees with visiting, provisional, courtesy, clinical, or research appointments; and

(7) non-tenure earning employees whose rank, as of December 1, 2008, violates the preceding provision. any of a group of twenty two (22) untenured, non tenure earning employees (list attached to this agreement) whose rank, as of December 1, 2007, otherwise violates this provision.

(c) ~~Regular non~~Non-tenure-earning multi-year renewable appointments of two to five year duration may be offered. 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)(7). ~~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;~~
45. ~~Individuals who have officially retired from universities or other organizations and who are at least 55 years of age;~~
65. ~~Tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multiyear renewable appointment; and~~
67. ~~Individuals who have held the rank of professor for at least seven (7) years at an institution of higher education.~~

(~~c~~) 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.~~

~~(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:~~

~~An employee whose fixed term appointment expires and who has not been given notice according to the provisions of Article 12 shall move to a continuing appointment.~~

[Summer is returned to language in the 2004-2006 contract: 8.4(b)]

8.6 (b) Summer Appointments

(~~a~~) 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.

(~~b~~) 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 planned overload teaching in degree programs shall be offered to employees subject to a written rotation policy that shall be made available upon request. Each rotation policy shall require, at a minimum, that:

(1) all employees with satisfactory performance who desire summer and/or planned overload teaching assignments shall be offered one course during the calendar year before any employee is offered a second course;

(2) all employees with satisfactory performance who desire summer and/or planned overload teaching assignments shall be offered two courses during the calendar year before any employee is offered a third course;

(3) available summer and planned overload teaching assignments shall be offered to employees before graduate students, adjuncts, or others; and

(4) employees who taught the fewest summer and planned overload courses during the previous calendar year shall be given priority in such assignments for the current year.

(c3) Supplemental summer appointments shall be made in accordance with Section 1012.945, Florida Statutes (the "twelve hour law").

8.7 (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.

~~(a) — Teaching in degree programs that is planned in advance to be offered are designed to be taught, in whole or in part, on an overload basis shall be subject to the compensation rates and rotation policies defined for summer appointments in Section 8.6. An employee's compensation for teaching in a degree program that is planned in advance to be offered on an overload basis shall be eleven percent (11.0%) of the employee's 9-month salary for each three hour course and shall be prorated for courses of more or less than three credit hours. An employee's compensation for such teaching a three hour (3.0 credit hour) course in a degree program that is planned in advance to be offered on an overload basis shall be twelve and one half percent (12.5%) of the average of the 9-month salaries of employees in the employee's department or unit who are qualified to teach in the degree program. Compensation shall be prorated for courses of more or less than three hours.~~

(a) An employee's overload compensation for teaching a three (3) credit hour course in a premium tuition degree program shall be established by degree program and shall be applied uniformly within each degree program. Compensation for teaching a three (3) credit hour course 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 contains no tenured or tenure-earning employees, 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.

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

(b) Compensation for overload appointments other than those described in 8.7(a), including fall and spring semester teaching assignments that become available on an occasional, unplanned basis, shall be ~~compensated at~~ no less than the adjunct rate for the employee's department or unit.

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.