

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) Percent of full time effort (FTE) assigned;
- (h) Salary;
- (i) The following statement, if the appointment is not subject to the notice provisions of Article 12: "Your employment under this agreement 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 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 regulations 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 regulation prohibit discrimination against or harassment of any employee based upon race, color, sex, sexual orientation, gender identity, gender expression, religious creed, national origin, age, veteran status, disability, political affiliation, parental status, 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 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) 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. In the absence of a statement on 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.

(c) 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.

(d) On or before August 8th of each year, a report shall be provided to UFF in an electronic spreadsheet which includes, for each 9-month employee who received a supplemental summer appointment for the previous summer: the first and last name; home department, home college, 9-month base salary as of the previous May 8th; salary received for any summer research assignment; salary received for any summer service or administrative assignment; description of the duties, if any, of any service or administrative assignment (e.g., "coordinate department's MS program"); salary received for any summer teaching assignment; number of course credit hours taught in summer; course(s) and sections(s) taught in summer (e.g., "FIN 3504.A002"); salary received for any other summer assignment not otherwise reported, and a description of this other assignment, if any.

8.5 Appointment Types.

(a) Appointments may be offered on a tenured, tenure-earning, or non-tenure-earning basis.

(b) The ranks 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 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 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 visiting, provisional, courtesy, clinical, or research appended to the rank of assistant professor, associate professor, or professor; and

(7) Non-tenure earning employees whose rank, as of the date of ratification of this Agreement, violates the preceding provision.

(c) Non-tenure-earning multiyear 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), but shall not be offered to visiting, research, or provisional employees.

(d) 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 not exceed a total of four years.

8.6 Supplemental Summer Instructional Appointments.

(a) Policy. Course offerings and summer instructional assignments will be made taking into consideration programmatic needs, student demand, and budget availability. Supplemental summer instructional 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 employees of each department/unit shall develop, and approve by majority vote, written criteria and a rotation policy for offering supplemental summer instructional appointments in a fair and equitable manner. The criteria and rotation policy shall be and maintained in each department/unit. The criteria shall be made available in each department or unit.

(b) Compensation.

(1) Compensation for summer instructional employment shall be twelve and one half percent (12.5%) of the employee's 9 month base salary for the first three (3) credit hours of summer instructional assignment, including teaching, research, and service; twelve and one half percent (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 eight percent (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.

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

(3) 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.

(4) The summer instructional appointment does not include other credit-generating activities, such as thesis or dissertation supervision, directed individual studies, supervised teaching or research/scholarship/creative activities, or supervision of student interns. Other credit-generating activities, as well as research or service activities, may be assigned by the University during the summer term. However, no faculty member shall be required to undertake such assigned other credit-generating activities, or assigned research or service activities, without compensation for that specific activity in addition to the compensation provided for the faculty member's summer instructional appointment.

(5) Compensation for other credit-generating activities shall be at the following rates per credit hour, rounded to the nearest dollar:

$$\frac{\text{tuition rate} \times (1 - \text{facilities and administration rate for on-campus instruction})}{1 + \text{faculty fringe benefit rate}}$$

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For the 2014-2015 academic year, this rate is \$108 per credit hour for other credit-generating activities involving graduate students and \$39 per credit hour for other credit-generating activities involving undergraduates.

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(c) 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 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 81.82 percent to obtain an academic year salary.

(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) shall be no less than the adjunct rate for the employee's department or unit.

8.8 Study Abroad Appointments. Available study abroad appointments within the University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection. An employee shall not be coerced to accept such an appointment or harmed for rejecting an offer for such an appointment.

(a) Training. ~~The university shall offer and the An~~ employee shall attend appropriate training prior to participating in a study abroad program. This training shall include written instructions regarding the employee's responsibilities for students who are participating in the study abroad program.

(b) Compensation. The minimum number of students required to offer a study abroad program (referred to in this section as "the minimum") shall be determined and put in writing in advance of allowing enrollment in the program. Employees shall be compensated as follows:

(1) All employees serving in study abroad programs shall receive travel, housing, and expense reimbursement defined in the program budget at rates established by the State of Florida or, at rates established in advance, in writing, by the University;

(2) For any course which meets the minimum and in which the course content is delivered by the employee, the employee shall receive a supplemental summer appointment for one course. The University may provide a supplemental summer appointment for the employee even if the program does not meet the minimum, as long as such decisions are made on an equitable basis, based on programmatic needs.

(3) For any course in which the course content is delivered by an instructor other than the employee (for example, an instructor associated with an institution in the host country), but the employee is listed as "Instructor of Record," is traveling with students, and has administrative duties such as recording grades, overseeing excursions, dealing with any food, lodging, or transportation issues, supervising students, etc., the employee shall receive a stipend of \$1,500.00.

~~(4) If an employee is teaching more than one course in a single summer study abroad program, and one or more of those courses does not meet the minimum, the department chair or unit head may combine the course enrollments in order to meet the minimum. In such a case, the employee shall~~

~~receive a supplemental summer appointment for the number of courses the student enrollment would allow, given the minimum. For example, if the minimum is twenty (20), the program includes two (2) courses, and fourteen (14) students enroll producing the equivalent of twenty-eight (28) students in one course, the employee will receive a supplemental summer appointment for one course. As another example, if the minimum number of students is twenty (20), the program includes three (3) courses, and fourteen (14) students enroll producing the equivalent of forty-two (42) students in one course, the employee will receive a supplemental summer appointment for two courses;~~

~~(45)~~ If the maximum size of a study abroad program is limited by the nature or location of the program, if an employee chooses to take a smaller number of students, or if the minimum is not met but the employee still wishes to lead the program, the employee may volunteer in writing to opt out of receiving any compensation other than travel, housing, and pre-determined expense reimbursement.

~~(56)~~ If a nine-month employee is teaching a credit-bearing course in a study abroad program during the fall or spring semester, the appointment shall either be a part of the employee's in-load assignment or taught on an overload basis. If the course is taught on an overload basis, the employee shall be compensated according to 8.7(b).

~~(67)~~ If a twelve-month employee is teaching a credit-bearing course in a study abroad program, the appointment shall either be a part of the employee's in-load assignment or taught on an overload basis. If the course is taught on an overload basis, the employee shall be compensated according to 8.7(b).

8.9 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, ~~or to reclassify an out-of-unit employee to a classification within the bargaining unit.~~ The Office of Faculty Relations 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.

Commented [JF1]: Also, please modify the notification letter to indicate whether the employee is being reclassified into a new position or being newly appointed to an existing position.