

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~~ and diverse candidates for vacancies and new positions; ~~and-~~
- (c) continue to support, where practicable, spousal hires at UCF.

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 advantaged or 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, where applicable), or (4) multiyear/non-tenure earning;
- (g) Percent of full time effort (FTE) assigned;
- (h) Salary;
- (i) Budget entity
- (j) 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.";
- (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.;
- (l) 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;
- (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;
- (n) 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 age, disability, gender identity or gender expression, genetic information, marital status, national origin, political affiliation, race or color, religion, sex, sexual orientation, or veteran 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.";

(no) 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

(op) 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.” A copy may also be found at <http://www.collectivebargaining.ucf.edu/completecba.asp>

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 ~~133.3~~^{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~~^{133.3} 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.

8.5 Appointment Types.

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

(b) The ranks ~~A~~assistant ~~P~~professor, ~~A~~associate ~~P~~professor, and ~~P~~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

102 appointment, or a sequence of visiting appointments (i.e., an initial appointment followed by another visiting
 103 appointment) may not exceed a total of four years. Similarly, a non-renewable (non-searched) appointment
 104 may not exceed a total of 12 months.

106 8.6 Supplemental Summer Appointments.

107 (a) Policy. Supplemental summer appointments, when available, shall be offered equitably and as
 108 appropriate to qualified employees, not later than five weeks prior to the beginning of the appointment, if
 109 practicable. Course offerings and summer assignments will be made taking into consideration programmatic
 110 needs, student demand, and budget availability. The criteria shall be made available in each department or
 111 unit.

112 (b) Compensation. Compensation for summer employment shall be twelve and one half percent
 113 (12.5%) of the employee's 9-month base salary for the first three (3) credit hours of summer assignment,
 114 including teaching, research, and service; twelve and one half percent (12.5%) of the employee's 9 month
 115 base salary for the second three (3) credit hours of summer assignment, including teaching, research, and
 116 service; and eight percent (8.0%) of the employee's 9-month base salary for the third three (3) credit hours of
 117 summer assignment, including teaching, research, and service. Courses of greater or fewer than three (3)
 118 credit-hours shall be prorated. The supplemental summer assignments, like that for the fall and spring
 119 semesters, include(s) the normal activities related to such an assignment as defined by the department/unit
 120 and the nature of the course, including office hours, course preparation, curriculum development, lectures,
 121 evaluation of student efforts, academic advising, research, and department, college, and University
 122 committee meetings. Supplemental summer appointments also include activities such as thesis or
 123 dissertation supervision, directed individual studies, and/or supervision of student interns.

124
 125 (c) When an employee is not provided a supplementary summer appointment, the employee is
 126 not obligated to perform any normal duty or activity for the university during the summer. (i.e., submitting
 127 an article for publication, submitting a grant proposal, traveling to a professional conference, supervising
 128 student scholarly work, writing letters or recommendation, etc.)

129
 130 (ed) Supplemental summer appointments shall be made in accordance with Section 1012.945,
 131 Florida Statutes (the "twelve hour law").

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 133 8.7 Overload Appointments. Overload compensation is defined as compensation for any duties in
 134 excess of a full appointment (1.0 FTE). Available overload compensation appointments within the University
 135 shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary
 136 acceptance or rejection. Courses of greater or fewer than three credit hours shall be prorated.

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

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

143 (2) The calculation of mean salary shall be as follows. For a course that begins during the
 144 fall, spring, or subsequent summer of an academic year, compensation shall be based on the employees in the
 145 unit and their salary rates as of January 1st of the previous academic year. Any 12-month employee salaries
 146 will be multiplied by 81.82 percent to obtain an academic year salary.

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

148 (b) Compensation for overload appointments for instruction other than those described in 8.7(a)
 149 shall be no less than the adjunct rate for the employee's department college or unit.

150 (c) Overload appointments utilizing C&G funding may be limited on compensation method as
 151 defined in this section, depending on any restrictions in the associated contract or grant. Such limitations
 152 shall be provided to the employee in writing prior to the commencement of the work associated with the

~~153 appointment. Compensation for overload appointments that are related to compensation from a grant~~
~~154 may be made as follows as agreed upon by the university, college/unit, and the employee in writing prior to~~
~~155 the commencement of work associated with the appointment:~~

~~156 (1) As a flat rate paid in regular biweekly installments as additional pay not considered an~~
~~157 administrative salary stipend as described in section 23.12, or~~

~~158 (2) As an equivalent lump sum payment following the conclusion of the appointment~~
~~159 and/or completion of the work associated with the appointment.~~

~~160 (a) Lump sum payments shall be processed by the University and received by the~~
~~161 employee in their regular biweekly pay no later than the second pay period following the conclusion of the~~
~~162 appointment and/or completion of the work associated with the appointment.~~

164 **8.8 Study Abroad Appointments.** Available study abroad appointments within the University shall be
 165 offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance
 166 or rejection. An employee shall not be coerced to accept such an appointment or harmed for rejecting an
 167 offer for such an appointment. Study abroad programs may be offered as follows:

168 (a) During the summer semester.

169 (b) During the fall or spring semester.

170 (c) During the spring extended semester. ~~The fall extended semester may continue through the~~
 171 ~~winter break.~~ The spring extended semester may continue until three days before the start of classes for the
 172 summer semester.

173 (ad) Training. An employee shall attend appropriate training prior to participating in a study
 174 abroad program. This training shall include written instructions regarding the employee's responsibilities for
 175 students who are participating in the study abroad program.

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

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

182 (2) For any course which meets the minimum and in which the course content is delivered
 183 by ~~the a 9 month~~ employee during the summer semester, the employee shall receive a supplemental summer
 184 appointment for one course. The University may provide a supplemental summer appointment for the
 185 employee even if the program does not meet the minimum, as long as such decisions are made on an
 186 equitable basis, based on programmatic needs.

187 (3) For any course in which the course content is delivered by an instructor other than the
 188 9 month employee during the summer semester (for example, an instructor associated with an institution in
 189 the host country), but the employee is listed as "Instructor of Record," is traveling with students, and has
 190 administrative duties such as recording grades, overseeing excursions, dealing with any food, lodging, or
 191 transportation issues, supervising students, etc., the employee shall be eligible to receive a stipend of
 192 \$1,500.00.

193 (4) If an 9-month employee is teaching more than one course in a single summer study
 194 abroad program, and one or more of those courses does not meet the minimum, the department chair or unit
 195 head may combine the course enrollments in order to meet the minimum. In such a case, the employee shall
 196 receive a supplemental summer appointment for the number of courses the student enrollment would allow,
 197 given the minimum. For example, if the minimum is twenty (20), the program includes two (2) courses, and
 198 fourteen (14) students enroll producing the equivalent of twenty-eight (28) students in one course, the
 199 employee will receive a supplemental summer appointment for one course. As another example, if the
 200 minimum number of students is twenty (20), the program includes three (3) courses, and fourteen (14)
 201 students enroll producing the equivalent of forty-two (42) students in one course, the employee will receive a
 202 supplemental summer appointment for two courses;

203 (5) If the maximum size of a study abroad program is limited by the nature or location of
204 the program, if ~~an~~ 9 month employee chooses to take a smaller number of students, or if the minimum is not
205 met but the employee still wishes to lead the program, the 9 month employee may volunteer in writing to opt
206 out of receiving any summer supplemental compensation other than travel, housing, and pre-determined
207 expense reimbursement.

208 ~~(66)~~ If a 9-month employee is teaching a credit-bearing course in a study abroad program
209 during the fall or spring semester, or an fall/spring extended semester, the appointment shall either be a part
210 of the employee's in-load assignment or taught on an overload basis. If the course is taught on an overload
211 basis, the employee shall be compensated according to 8.7(b).

212 ~~(877)~~ If a ~~twelve-12~~-month employee is teaching a credit-bearing course in a study abroad
213 program, the appointment shall either be a part of the employee's in-load assignment or taught on an
214 overload basis. If the course is taught on an overload basis, the employee shall be compensated according to
215 8.7(b).

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217 **8.9 Reclassification of an Employee to a Non-Unit Classification.** Employees shall be provided
218 written notice fourteen (14) days in advance, where practicable, when the University proposes to reclassify
219 the employee to a classification which is not contained in the bargaining unit. The Office of Faculty
220 Relations will notify the local UFF Chapter of such a proposed reclassification within a reasonable period
221 after the department/unit recommends such a reclassification to Academic Affairs. The employee may
222 request a review of such action consistent with the provisions of Article 28. The UFF may discuss such
223 action pursuant to Article 2, Consultation.