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ARTICLE 8
APPOINTMENT

5 **8.1 Policy.** The University shall exercise its authority to determine the standards, qualifications, and
6 criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. In
7 furtherance of this aim, the University shall

- 8 (a) advertise such appointment vacancies, receive applications and screen candidates therefore,
9 and make such appointments as it deems appropriate under such standards, qualifications, and criteria;
10 (b) identify and seek qualified and diverse candidates for vacancies and new positions; and
11 (c) continue to support spousal hires.
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13 **8.2 Advertisement of Vacancies.** Bargaining unit vacancies shall be advertised through appropriate
14 professional channels. Employees of lower or equivalent ranks, and employees who are local residents shall
15 not, in the hiring process, be advantaged or disadvantaged for that reason. Prior to making the decision to
16 hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall consider
17 recommendations which have resulted from the review of candidates by employees in the department/unit.

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19 **8.3 Employment Agreement.** All appointments shall be made on a University employment agreement
20 and signed by the president or representative and the employee. The University may enclose informational
21 addenda, except that such addenda shall not abridge the employee's rights or benefits provided in this
22 Agreement. The University employment agreement shall contain the following elements:

- 23 (a) Date;
24 (b) Professional Classification System title, class code, rank, and appointment status;
25 (c) Principal place of employment;
26 (d) Employment unit (e.g., department, college, institute, area, center, etc.);
27 (e) Length of the appointment;
28 (f) A statement that the position is (1) tenured, (2) non-tenure earning, (3) tenure-earning
29 (specifying prior service in another institution to be credited toward tenure, where applicable), or (4)
30 multiyear/non-tenure earning;
31 (g) Percent of full time effort (FTE) assigned;
32 (h) Salary;
33 (i) Budget entity;
34 (j) The following statement, if the appointment is not subject to the notice provisions of Article
35 12: "Your employment under this agreement will cease on the date indicated. No further notice of cessation
36 of employment is required."
37 (k) Special conditions of employment, including what part, if any, of the salary is provided as a
38 temporary salary adjustment (stipend) subject to the terms of Section 8.4;
39 (l) A statement that the appointment is subject to the Constitution and laws of the State of Florida
40 and the United States, the regulations of the University, and this Agreement;
41 (m) A statement that the employee's signature on the employment agreement shall not be deemed
42 a waiver of the right to process a grievance with respect thereto in compliance with Article 20;
43 (n) The statement: "The University of Central Florida is an equal opportunity employer.
44 University policy and regulation prohibit discrimination against or harassment of any employee based upon
45 age, disability, gender identity or gender expression, genetic information, marital status, national origin,
46 political affiliation, race or color, religion, sex, sexual orientation, or veteran status, or employee rights
47 related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the
48 University may be presented as grievances pursuant to Article 20, Grievance Procedure."
49 (o) A statement informing the employee of the obligation to report outside activity, conflict of
50 commitment, and conflict of interest under the provisions of Article 19 of the Agreement; and

51 (p) The statement: "If you have not been provided with a copy of the BOT/UFF Collective
52 Bargaining Agreement, notify your supervisor and you will be given one. A copy may also be found at
53 <http://www.collectivebargaining.ucf.edu/>."

54 55 **8.4 Change in Appointments.**

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

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

65 (c) Upon approval by the president or the president's representative, and assuming that the
66 assigned responsibilities remain substantially the same, an employee's base salary shall be adjusted by 81.82
67 percent when changing from a calendar year to an academic year appointment or by 133.3 percent when
68 changing from an academic year to a calendar year appointment. For an employee whose appointment was
69 previously changed from an academic year to calendar year appointment at a salary adjustment other than
70 133.3 percent or from a calendar year to academic year appointment at a salary adjustment other than 81.82
71 percent, the percent which is the reciprocal of the percent previously used shall be used to make the salary
72 adjustment.

73 74 **8.5 Appointment Types.**

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

76 (b) The ranks assistant professor, associate professor, and professor shall be provided to
77 employees who have tenured or tenure-earning appointments except under the following circumstances:

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

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

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

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

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

88 (6) Employees with the prefix visiting, provisional, courtesy, clinical, or research
89 appended to the rank of assistant professor, associate professor, or professor; and

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

92 (c) Non-tenure-earning multiyear renewable appointments of two to five year duration may be
93 offered. Such appointments shall not be provided to employees with the ranks of assistant professor,
94 associate professor, or professor except under the circumstances of 8.5(b)(2) through 8.5(b)(7), but shall not
95 be offered to visiting, research, or provisional employees.

96 (d) Visiting Appointments. A visiting appointment is one made to a person having appropriate
97 professional qualifications but not expected to be available for more than a limited period, or to a person in a
98 position which the University does not expect to be available for more than a limited period. A visiting
99 appointment, or a sequence of visiting appointments (i.e., an initial appointment followed by another visiting
100 appointment) may not exceed a total of four years. Similarly, a non-renewable (non-searched) appointment
101 may not exceed a total of 12 months.

8.6 Supplemental 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 twelve and one half percent (12.5%) of the employee's 9-month base salary for the first three credit hours of summer 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 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 credit hours of summer assignment, including teaching, research, and service. Courses of greater or fewer than three credit-hours shall be prorated. Supplemental summer assignments, like those for the fall and spring semesters, include 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. Supplemental summer appointments also include activities such as thesis or dissertation supervision, directed individual studies, and/or supervision of student interns.

(c) When an employee is not provided a supplementary summer appointment, the employee is not obligated to perform any normal duty or activity for the university during the summer.

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

(a) An employee's overload compensation for teaching a three 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 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.

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

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. Study abroad programs may be offered as follows:

(a) During the summer term(s).

(b) During the fall or spring semester.

(c) During the spring extended semester. The spring extended semester may continue until three days before the start of classes for the summer term(s).

151 (d) Training. An employee shall attend appropriate training prior to participating in a study
152 abroad program. This training shall include written instructions regarding the employee's responsibilities for
153 students who are participating in the study abroad program.

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

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

160 (2) For any course that meets the minimum and in which the course content is delivered
161 by a 9-month employee during the summer, the employee shall receive a supplemental summer appointment
162 for one course. The University may provide a supplemental summer appointment for the employee even if
163 the program does not meet the minimum, as long as such decisions are made on an equitable basis, based on
164 programmatic needs.

165 (3) For any course in which the course content is delivered by an instructor other than the
166 9-month employee during the summer (for example, an instructor associated with an institution in the host
167 country), but the employee is listed as "Instructor of Record," is traveling with students, and has
168 administrative duties such as recording grades, overseeing excursions, dealing with any food, lodging, or
169 transportation issues, supervising students, etc., the employee shall receive a stipend of \$1,500.00.

170 (4) If a 9-month employee is teaching more than one course in a single summer study
171 abroad program, and one or more of those courses does not meet the minimum, the department chair or unit
172 head may combine the course enrollments in order to meet the minimum. In such a case, the employee shall
173 receive a supplemental summer appointment for the number of courses the student enrollment would allow,
174 given the minimum. For example, if the minimum is twenty, the program includes two courses, and fourteen
175 students enroll producing the equivalent of twenty-eight students in one course, the employee will receive a
176 supplemental summer appointment for one course. As another example, if the minimum number of students
177 is twenty, the program includes three courses, and fourteen students enroll producing the equivalent of forty-
178 two students in one course, the employee will receive a supplemental summer appointment for two courses.

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

184 (6) If a 9-month employee is teaching a credit-bearing course in a study abroad program
185 during the fall or spring semester, or a spring extended semester, the appointment shall either be a part of the
186 employee's in-load assignment or taught on an overload basis. If the course is taught on an overload basis,
187 the employee shall be compensated according to 8.7(b).

188 (7) If a 12-month employee is teaching a credit-bearing course in a study abroad program,
189 the appointment shall either be a part of the employee's in-load assignment or taught on an overload basis. If
190 the course is taught on an overload basis, the employee shall be compensated according to 8.7(b).

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192 **8.9 Reclassification of an Employee to a Non-Unit Classification.** Employees shall be provided
193 written notice fourteen days in advance, where practicable, when the University proposes to reclassify the
194 employee to a classification that is not contained in the bargaining unit. The University will notify the local
195 UFF Chapter of such a proposed reclassification within a reasonable period after the department/unit
196 recommends such a reclassification to Academic Affairs. The employee may request a review of such action
197 consistent with the provisions of Article 28. The UFF may discuss such action pursuant to Article 2,
198 Consultation.