

**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;
- (b) ~~commit to an effort to~~ identify and seek qualified- 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, ~~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; including the duties and responsibilities the faculty member shall be assigned to perform in teaching, research, service and other assigned responsibilities;
- (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.";

(h) 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

(i) 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."<sup>2</sup> 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 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 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

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 Teaching Appointments.**

107 (a) Policy. Supplemental summer teaching appointments, when available, shall be offered  
 108 equitably and as appropriate to qualified employees, not later than five weeks prior to the beginning of the  
 109 appointment, if practicable. Course offerings and summer assignments will be made taking into  
 110 consideration programmatic needs, student demand; and budget availability. The criteria shall be made  
 111 available in each department or 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. ~~S~~The supplemental summer teaching assignments, like ~~that those~~ for the fall  
 119 and spring semesters, include ~~(s)~~ the normal activities related to such an assignment as defined by the  
 120 department/unit and the nature of the course, including office hours, course preparation, curriculum  
 121 development, lectures, evaluation of student efforts, academic advising, research, and department, college,  
 122 and University committee meetings. Supplemental summer teaching appointments also include activities  
 123 such as thesis or dissertation supervision, directed individual studies, and/or supervision of student interns.

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

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

131 **8.7 Overload Appointments.** Overload compensation is defined as compensation for any duties in  
 132 excess of a full appointment (1.0 FTE). Available overload compensation appointments within the University  
 133 shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary  
 134 acceptance or rejection. Courses of greater or fewer than three credit hours shall be prorated.

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

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

141 (2) The calculation of mean salary shall be as follows. For a course that begins during the  
 142 fall, spring, or subsequent summer of an academic year, compensation shall be based on the employees in the  
 143 unit and their salary rates as of January 1st/August 8th of the ~~previous at~~ academic year. Any 12-month  
 144 employee salaries will be multiplied by 81.82 percent to obtain an academic year salary.

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

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

149 **8.8 Study Abroad Appointments.** Available study abroad appointments within the University shall be  
 150 offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance

151 or rejection. An employee shall not be coerced to accept such an appointment or harmed for rejecting an  
152 offer for such an appointment. Study abroad programs may be offered as follows:

153 (a) During the fall, spring or summer semester.

154 ~~(b) During the fall or spring semester.~~

155 ~~(eb)~~ During the spring extended semester. The spring extended semester may continue until three  
156 days before the start of classes for the summer semester.

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

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

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

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

171 (3) For any course in which the course content is delivered by an instructor other than the  
172 9 month employee during the summer semester (for example, an instructor associated with an institution in  
173 the host country), but the employee is listed as "Instructor of Record," is traveling with students, and has  
174 administrative duties such as recording grades, overseeing excursions, dealing with any food, lodging, or  
175 transportation issues, supervising students, etc., the employee shall receive a stipend of \$1,500.00.

176 (4) If a 9-month employee is teaching more than one course in a single summer study  
177 abroad program, and one or more of those courses does not meet the minimum, the department chair or unit  
178 head may combine the course enrollments in order to meet the minimum. In such a case, the employee shall  
179 receive a supplemental summer appointment for the number of courses the student enrollment would allow,  
180 given the minimum. For example, if the minimum is twenty ~~(20)~~, the program includes two ~~(2)~~ courses, and  
181 fourteen ~~(14)~~ students enroll producing the equivalent of twenty-eight ~~(28)~~ students in one course, the  
182 employee will receive a supplemental summer appointment for one course. As another example, if the  
183 minimum number of students is twenty ~~(20)~~, the program includes three ~~(3)~~ courses, and fourteen ~~(14)~~  
184 students enroll producing the equivalent of forty-two ~~(42)~~ students in one course, the employee will receive a  
185 supplemental summer appointment for two courses;

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

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

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

198  
199 **8.9 Reclassification of an Employee to a Non-Unit Classification.** Employees shall be provided  
200 written notice fourteen ~~(14)~~ days in advance, ~~where practicable,~~ when the University proposes to reclassify

201 the employee to a classification ~~which is not contained~~ in the bargaining unit, or to reclassify an out-of-unit  
202 employee to a classification within the bargaining unit . The ~~Office of Faculty Relations~~ university will notify  
203 the local UFF Chapter of such a proposed reclassification within ~~a reasonable period~~ 14 days after the  
204 department/unit recommends such a reclassification to Academic Affairs. The employee may request a  
205 review of such action consistent with the provisions of Article 28. The UFF may discuss such action  
206 pursuant to Article 2, Consultation.