

ARTICLE 8
APPOINTMENT

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4 **8.1 Policy.** The University shall exercise its authority to determine the standards, qualifications, and
5 criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. In
6 furtherance of this aim, the University shall,

- 7 (a) advertise such appointment vacancies, receive applications and screen candidates therefore,
8 and make such appointments as it deems appropriate under such standards, qualifications, and criteria, and
9 (b) commit to an effort to identify and seek qualified women and minority candidates for
10 vacancies and new positions.

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12 **8.2 Advertisement of Vacancies.** Bargaining unit vacancies shall be advertised through appropriate
13 professional channels. Employees of lower or equivalent ranks, employees who are spouses of employees,
14 and employees who are local residents shall not, in the hiring process, be disadvantaged for that reason. Prior
15 to making the decision to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s)
16 shall consider recommendations which have resulted from the review of candidates by employees in the
17 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), or (4) multiyear/non-tenure
30 earning;
31 (g) Percent of full time effort (FTE) assigned;
32 (h) Salary;
33 (i) The following statement, if the appointment is not subject to the notice provisions of Article
34 12: "Your employment under this agreement will cease on the date indicated. No further notice of cessation
35 of employment is required.";
36 (j) Special conditions of employment, including what part, if any, of the salary is provided as a
37 temporary salary adjustment (stipend) subject to the terms of Section 8.4.;
38 (k) A statement that the appointment is subject to the Constitution and laws of the State of Florida
39 and the United States, the regulations of the University, and this Agreement;
40 (l) A statement that the employee's signature on the employment agreement shall not be deemed
41 a waiver of the right to process a grievance with respect thereto in compliance with Article 20;
42 (m) The statement: "The University of Central Florida is an equal opportunity employer.
43 University policy and regulation prohibit discrimination against or harassment of any employee based upon
44 age, disability, gender identity or gender expression, genetic information, marital status, national origin,
45 political affiliation, race or color, religion, sex, sexual orientation, or veteran status, or employee rights
46 related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the
47 University may be presented as grievances pursuant to Article 20, Grievance Procedure.";
48 (n) A statement informing the employee of the obligation to report outside activity, conflict of
49 commitment, and conflict of interest under the provisions of Article 19 of the Agreement; and
50 (o) The statement: "If you have not been provided with a copy of the BOT/UFF Collective
51 Bargaining Agreement, notify your supervisor and you will be given one."

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8.4 Change in Appointments.

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

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

63 (c) Upon approval by the president or the president's representative, and assuming that the
64 assigned responsibilities remain substantially the same, an employee's base salary shall be adjusted by 81.82
65 percent when changing from a calendar year to an academic year appointment or by 122.2 percent when
66 changing from an academic year to a calendar year appointment. For an employee whose appointment was
67 previously changed from an academic year to calendar year appointment at a salary adjustment other than
68 122.2 percent or from a calendar year to academic year appointment at a salary adjustment other than 81.82
69 percent, the percent which is the reciprocal of the percent previously used shall be used to make the salary
70 adjustment.

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8.5 Appointment Types.

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

73 (b) The ranks Assistant Professor, Associate Professor, and Professor shall be provided to
74 employees who have tenured or tenure-earning appointments except under the following circumstances:

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

77 (2) Up to five (5) untenured, non-tenure earning employees appointed annually whose
78 rank is specifically approved by the president or president's representative;

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

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

83 (5) Individuals who have held the rank of professor for at least seven (7) years at an
84 institution of higher education;

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

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

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

93 (d) Visiting Appointments. A visiting appointment is one made to a person having appropriate
94 professional qualifications but not expected to be available for more than a limited period, or to a person in a
95 position which the University does not expect to be available for more than a limited period. A visiting
96 appointment may not exceed a total of four years.

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8.6 Supplemental Summer Appointments.

98 (a) Policy. Supplemental summer appointments, when available, shall be offered equitably and as
99 appropriate to qualified employees, not later than five weeks prior to the beginning of the appointment, if
100 practicable. Course offerings and summer assignments will be made taking into consideration programmatic
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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 (3) 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 (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. 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) 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. 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.

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

159 (4) If an employee is teaching more than one course in a single summer study abroad
160 program, and one or more of those courses does not meet the minimum, the department chair or unit head
161 may combine the course enrollments in order to meet the minimum. In such a case, the employee shall
162 receive a supplemental summer appointment for the number of courses the student enrollment would allow,
163 given the minimum. For example, if the minimum is twenty (20), the program includes two (2) courses, and
164 fourteen (14) students enroll producing the equivalent of twenty-eight (28) students in one course, the
165 employee will receive a supplemental summer appointment for one course. As another example, if the
166 minimum number of students is twenty (20), the program includes three (3) courses, and fourteen (14)
167 students enroll producing the equivalent of forty-two (42) students in one course, the employee will receive a
168 supplemental summer appointment for two courses;

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

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

177 (7) If a twelve-month employee is teaching a credit-bearing course in a study abroad
178 program, the appointment shall either be a part of the employee’s in-load assignment or taught on an
179 overload basis. If the course is taught on an overload basis, the employee shall be compensated according to
180 8.7(b).

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182 **8.9 Reclassification of an Employee to a Non-Unit Classification.** Employees shall be provided
183 written notice fourteen (14) days in advance, where practicable, when the University proposes to reclassify
184 the employee to a classification which is not contained in the bargaining unit. The Office of Faculty
185 Relations will notify the local UFF Chapter of such a proposed reclassification within a reasonable period
186 after the department/unit recommends such a reclassification to Academic Affairs. The employee may
187 request a review of such action consistent with the provisions of Article 28. The UFF may discuss such
188 action pursuant to Article 2, Consultation.