

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 as well as;

(b) identify and seek qualified and diverse candidates for vacancies and new positions; and

(c) continue to support spousal hires.

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;

(h) Salary;

(i) Budget entity;

(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 this section;

(l) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the regulations and policies of the University, and this Agreement;

(m) The statement: A copy of the BOT/UFF Collective Bargaining Agreement may be found at <http://www.collectivebargaining.ucf.edu/>."

8.4 Change in Appointment. (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 representative shall carefully consider such requests, although staffing considerations and other relevant University needs may prevent their being granted.

(b) 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

Michael Mattson
May 21, 2019

JAD 5/21/19

50 statement on the employment agreement stating otherwise, all stipends shall be included when converting
51 an employee's salary from a calendar year to an academic year appointment or vice versa.

52 (c) Upon approval by the president or the president's representative, and assuming that the
53 assigned responsibilities remain substantially the same, an employee's base salary shall be adjusted by
54 81.82 percent when changing from a calendar year to an academic year appointment or by 133.3 percent
55 when changing from an academic year to a calendar year appointment. For an employee whose
56 appointment was previously changed from an academic year to calendar year appointment at a salary
57 adjustment other than 133.3 percent or from a calendar year to academic year appointment at a salary
58 adjustment other than 81.82 percent, the percent which is the reciprocal of the percent previously used
59 shall be used to make the salary adjustment.
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61 **8.5 Appointment Types.**

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

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

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

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

69 (3) Individuals who have officially retired from universities or other organizations who are least
70 55 years of age;

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

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

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

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

79 (c) Non-tenure-earning multiyear renewable appointments of two- to five-year duration may be
80 offered. Such appointments shall not be provided to employees with the ranks of assistant professor,
81 associate professor, or professor except under the circumstances noted in this section, and shall not be
82 offered to visiting, research, or provisional employees.

83 (d) Visiting Appointments. A visiting appointment is one made to a person having appropriate
84 professional qualifications but not expected to be available for more than a limited period, or to a person
85 in a position which the University does not expect to be available for more than a limited period. A
86 visiting appointment, or a sequence of visiting appointments (i.e., an initial appointment followed by
87 another visiting appointment) may not exceed a total of four years.

88 (1) Non-searched, Non-renewable appointment. An employee who has already
89 worked any non-renewable (non-searched) appointment at the university may not be offered an additional
90 non-renewable appointment after 12 months have been served.
91

92 **8.6 Supplemental Summer Appointments.**

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

98 (b) Compensation. Compensation for summer employment shall be twelve and one half percent
99 (12.5%) of the employee's 9-month base salary for the first three credit hours of summer assignment,
100 including teaching, research, and service; twelve and one half percent (12.5%) of the employee's 9-month

Michael Zlatton
May 21, 2019

gol 5/21/19

101 base salary for the second three credit hours of summer assignment, including teaching, research, and
102 service; and eight percent (8.0%) of the employee's 9-month base salary for the third three credit hours
103 of summer assignment, including teaching, research, and service. Courses of greater or fewer than three
104 credit-hours shall be prorated. Supplemental summer assignments, like those for the fall and spring
105 semesters, include the normal activities related to such an assignment as defined by the department/unit
106 and the nature of the course, including office hours, course preparation, curriculum development, lectures,
107 evaluation of student efforts, academic advising, research, and department, college, and University
108 committee meetings. Supplemental summer appointments also include activities such as thesis or
109 dissertation supervision, directed individual studies, and/or supervision of student interns.

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

112 (d) Supplemental summer appointments shall be made in accordance with Section 1012.945, Florida
113 Statutes (the "twelve hour law").

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115 **8.7 Overload Appointments.** Overload compensation is defined as compensation for any duties in
116 excess of a full appointment (1.0 FTE). Available overload compensation appointments within the
117 University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow
118 voluntary acceptance or rejection. Courses of greater or fewer than three credit hours shall be prorated.

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

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

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

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

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132 **8.8 Study Abroad Appointments.** Available study abroad 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. An employee shall not be coerced to accept such an appointment or harmed for
135 rejecting an offer for such an appointment. Study abroad programs may be offered as follows:

136 (a) During the summer term(s).

137 (b) During the fall or spring semester.

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

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

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

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

149 (2) For any course that meets the minimum and in which the course content is
150 delivered by a 9-month employee during the summer, the employee shall receive a supplemental summer

Michael Matten
May 21, 2019

Sal 5/21/19

151 appointment for one course. The University may provide a supplemental summer appointment for the
152 employee even if the program does not meet the minimum, as long as such decisions are made on an
153 equitable basis, based on programmatic needs.

154 (3) For any course in which the course content is delivered by an instructor other
155 than the 9-month employee during the summer (for example, an instructor associated with an institution
156 in the host country), but the employee is listed as "Instructor of Record," is traveling with students, and
157 has administrative duties such as recording grades, overseeing excursions, dealing with any food, lodging,
158 or transportation issues, supervising students, etc., the employee shall choose to receive either a daily
159 allowance of \$100 per day up to a total of \$1,500 or \$1,500.

160 (4) If a 9-month employee is teaching more than one course in a single summer
161 study abroad program, and one or more of those courses does not meet the minimum, the department
162 chair or unit head may combine the course enrollments in order to meet the minimum. In such a case, the
163 employee shall receive a supplemental summer appointment for the number of courses the student
164 enrollment would allow, given the minimum. For example, if the minimum is twenty, the program
165 includes two courses, and fourteen students enroll producing the equivalent of twenty-eight students in
166 one course, the employee will receive a supplemental summer appointment for one course. As another
167 example, if the minimum number of students is twenty, the program includes three courses, and fourteen
168 students enroll producing the equivalent of forty-two students in one course, the employee will receive a
169 supplemental summer appointment for two courses.

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

175 (6) If a 9-month employee is teaching a credit-bearing course in a study abroad
176 program during the fall or spring semester, or a spring extended semester, the appointment shall either be
177 a part of the employee's in-load assignment or taught on an overload basis. If the course is taught on an
178 overload basis, the employee shall be compensated.

179 (7) If a 12-month employee is teaching a credit-bearing course in a study abroad
180 program, the appointment shall either be a part of the employee's in-load assignment or taught on an
181 overload basis. If the course is taught on an overload basis, the employee shall be compensated.
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183 **8.9 Reclassification of an Employee to a Non-Unit Classification.** Employees shall be
184 provided written notice fourteen days in advance, where practicable, when the University proposes to
185 reclassify the employee to a classification that is not contained in the bargaining unit. The University will
186 notify the local UFF Chapter of such a proposed reclassification within a reasonable period after the
187 department/unit recommends such a reclassification to Academic Affairs. The employee may request a
188 review of such action consistent with the provisions of Article 28. The UFF may discuss such action
189 pursuant to Article 2, Consultation.

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