

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 candidates for vacancies and new positions.

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 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, rank,~~ and appointment status;

(c) Principal place of employment;

(d) Employment unit (e.g. department, college, institute area, center, etc.);
Length of the appointment;

(e) Length of the appointment;
-Special conditions of employment;

(f) A statement that the position is (1) tenured, (2) non-tenure earning, ~~or~~ (3) tenure-earning (specifying prior service in another institution to be credited toward tenure); or (4) multiyear/non-tenure earning;

(g) Tenure status;

~~(gh) Percent of full time effort (-FTE) assigned. 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;~~

~~(hi) Salary.; The following statement, if the appointment is not subject to the notice provisions of Article 12: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required."; [Add to definitions (Article 32): "Salary" means the monetary compensation paid to an employee. This amount does not include the value of other benefits provided to or available to employees as part of overall compensation.]~~

~~(j) The following statement, if the appointment is not subject to the notice provisions of Article 12: "Your employment under this contract 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 subject to the terms of 8.4.~~

~~(il) —A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules of the University, and this Agreement;~~

~~(jm) Percent of full time effort (FTE) assigned; 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.;~~

~~(k) Salary rate;~~

~~(ln) The statement: "The University of Central Florida is an equal opportunity employer. University policy and rule prohibit discrimination against or harassment of any employee based upon race, color, sex, sexual orientation, religious creed, national origin, age, veteran status, disability, political affiliation, marital 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.";~~

~~(mo) 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;~~

~~(n) —Principal place of employment.~~

~~(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."~~

8.4 Change in Appointments.

~~(a1)~~ An employee serving on a calendar year appointment may request an academic year appointment, ~~or an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months.~~ Similarly, an employee serving on an academic year appointment may request a calendar year appointment ~~or an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months.~~ The president or representative shall carefully consider such requests, although staffing considerations and other relevant University needs may prevent their being granted.

~~(b2)~~ 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 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 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. For conversions in either direction, any stipends included in the employee's salary will be removed before calculating the new base salary.

~~(3) — Upon approval of a change from a calendar year appointment to an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months, the employee's salary shall be adjusted to a percent of the calendar year base salary which is mathematically proportionate.~~

8.5 Appointment Types

~~(a)~~ ~~(a) — Regular appointments may be offered to on a tenured, tenure-earning, and-or non-tenure-earning employees basis; Regular appointments may also be offered on a multiyear basis as set forth in subparagraph (b). The ranks of Assistant Professor, Associate Professor, and Professor shall be provided only to employees who have tenured or tenure-earning appointments except under the following circumstances:~~

- ~~(1) when an assistant professor has been denied tenure and been non-reappointed s/he will be allowed to retain his or her rank during the period of non-reappointment.~~
- ~~(2) When the rank is specifically approved for an individual by the president or president's representative.~~

~~The parties agree to grandfather in a group of employees (list attached to this agreement) whose rank, as of December 1, 2007, violates the preceding provision.~~

~~(b)~~ Regular non-tenure-earning multiyear renewable appointments of two to five year duration may be offered for the following:

1. Instructors and Lecturers;
2. Assistant Librarians, Associate Librarians, Librarians, Curators and Counselors/Advisors;
3. Scholars/Scientists/Engineers, Research Associates, and Associate ~~in~~ or Assistant in - _____;
4. Individuals who have officially retired from universities or other organizations and who are at least 55 years of age;
5. Tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by such an appointment; and
6. Individuals who have held the rank of professor for at least seven (7) years at an institution of higher education.

~~(c) Visiting non-tenure-earning appointments may be made when either the person or the position is not expected to be available for more than a limited period of time. A visiting appointment may not exceed a total of four (4) consecutive years; 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 appointment may be offered in single or multi-year contracts, not to exceed a total of four consecutive years.~~

8.6 Supplemental Appointments

~~(a)~~ Summer Appointments

(1) Policy. ~~University criteria for determining summer course offerings and summer assignments will be made taking into consideration are~~ programmatically needs, student demand, and budget availability. All available instructional resources may be considered by departments in determining course offerings and summer assignments. Colleges and/or departments may develop additional criteria to insure that summer assignments, when made available to in-unit faculty, are offered equitably and appropriately. If additional criteria are developed, they shall be available in each department or unit. Supplemental summer appointments will be offered not later than five weeks prior to the beginning of the assignment, if practicable. 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 programmatically needs, student demand, and budget availability. The criteria shall be made available in each department or unit.

(2) Compensation. Compensation for summer employment shall be 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; 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 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.

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

(eb) ~~Overload Extra State Compensation~~ Appointments. ~~Overload Extra State~~ compensation is defined as State compensation for any duties ~~(including work activities previously designated as overload)~~ in excess of a full appointment (1.0 FTE). Available ~~extra State 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. ~~Compensation for overload appointments shall be determined by individual departments or programs. However, no course may be taught for less than the adjunct rate for that department or program, or for more than \$13,000.~~

~~(c) Premium tuition Degree programs targeted at a specific cohort of students that are designed to be taught on an overload basis shall be compensated at 12.5% of the average salary of the faculty in the departments or units offering the program up to a maximum of \$134,000 per course.~~

~~(d) Compensation for overload appointments other than those described in 8.6(c), including fall and spring semester teaching assignments that become available on an occasional, unplanned basis, shall be compensated at no less than the adjunct rate for the employee's department or unit.~~

~~(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 appointment may be offered in single or multi-year contracts not to exceed a total of four (4) consecutive years.~~

~~(e) Fixed Renewable Appointments, Non-tenured or Non-tenure earning. Two to five year fixed renewable appointments may be offered, subject to satisfactory performance as evaluated on an annual basis and University needs, for the following:~~

- ~~1. Instructors and Lecturers;~~
- ~~2. Assistant Librarians, Associate Librarians, Librarians, Curators and Counselors/Advisors;~~
- ~~3. Scholars/Scientists, Research Associates, and Associate in or Assistant in _____;~~
- ~~4. Clinical and professional faculty;~~
- ~~5. Individuals who have officially retired from universities or other organizations and who are at least 55 years of age;~~
- ~~6. Tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed renewable appointment; and~~
- ~~7. Individuals who have held the rank of professor for at least seven (7) years at an institution of higher education.~~

8.5-7 Reclassification of an Employee to a Non-Unit Classification. Employees shall be provided written notice ~~thirty (30)~~fourteen (14) days in advance, where practicable, when the University proposes to reclassify the employee to a classification which is not contained in the bargaining unit. The Office of Academic Affairs will notify the local UFF Chapter of such a proposed reclassification within a reasonable period after the department/unit recommends such a reclassification to Academic Affairs. The employee may request a review of such action consistent with the provisions of Article 28. The UFF may discuss such action pursuant to Article 2, Consultation.