

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, and~~
8 ~~make such appointments as it deems appropriate under such standards, qualifications, and criteria as well~~
9 ~~as;~~

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

11 ~~(c) — continue to support spousal hires.~~

12
13 **8.2 — Advertisement of Vacancies.** ~~Bargaining unit vacancies shall be advertised through~~
14 ~~appropriate professional channels. Employees of lower or equivalent ranks, and employees who are local~~
15 ~~residents shall not, in the hiring process, be advantaged or disadvantaged for that reason. Prior to making~~
16 ~~the decision to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall~~
17 ~~consider recommendations which have resulted from the review of candidates by employees in the~~
18 ~~department/unit.~~

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

24 ~~(a) — Date;~~

25 ~~(b) — Professional Classification System title, class code, rank, and appointment status;~~

26 ~~(c) — Principal place of employment;~~

27 ~~(d) — Employment unit (e.g., department, college, institute, area, center, etc.);~~

28 ~~(e) — Length of the appointment;~~

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

32 ~~(g) — Percent of full time effort (FTE) assigned;~~

33 ~~(h) — Salary;~~

34 ~~(i) — Budget entity;~~

35 ~~(j) — The following statement, if the appointment is not subject to the notice provisions of Article 12:~~
36 ~~"Your employment under this agreement will cease on the date indicated. No further notice of cessation~~
37 ~~of employment is required.";~~

38 ~~(k) — Special conditions of employment, including what part, if any, of the salary is provided as a~~
39 ~~temporary salary adjustment (stipend) subject to the terms of Section 8.4;~~

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

42 ~~(m) — A statement that the employee's signature on the employment agreement shall not be deemed a~~
43 ~~waiver of the right to process a grievance with respect thereto in compliance with Article 20;~~

44 ~~(n) — The statement: "The University of Central Florida is an equal opportunity employer. University~~
45 ~~policy and regulation prohibit discrimination against or harassment of any employee based upon age,~~
46 ~~disability, gender identity or gender expression, genetic information, marital status, national origin,~~
47 ~~political affiliation, race or color, religion, sex, sexual orientation, or veteran status, or employee rights~~
48 ~~related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by~~
49 ~~the University may be presented as grievances pursuant to Article 20, Grievance Procedure.";~~

50 ~~(e) — A statement informing the employee of the obligation to report outside activity, conflict of~~
51 ~~commitment, and conflict of interest under the provisions of Article 19 of the Agreement; and~~
52 ~~(p) — The statement: “If you have not been provided with a copy of the BOT/UFF Collective~~
53 ~~Bargaining Agreement, notify your supervisor and you will be given one. A copy may also be found at~~
54 ~~[http://www.collectivebargaining.ucf.edu/.](http://www.collectivebargaining.ucf.edu/)”~~
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56 **8.4 — Change in Appointments.**

57 (a) An employee serving on a ~~calendar year~~12-month appointment may ~~be assigned~~request
58 an academic year appointment. Similarly, an employee serving on an academic year appointment may
59 ~~request be assigned~~ a ~~calendar year~~12-month appointment. ~~Employees may also request a change in the~~
60 ~~length of their appointment.~~ The ~~president~~ University’s representative shall carefully consider such
61 requests, ~~although staffing considerations and other relevant University needs may prevent their being~~
62 ~~granted.~~

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

69 (e) — Upon approval by the ~~president or the president~~University’s representative, and assuming
70 that the assigned responsibilities remain substantially the same, an employee's base salary shall be
71 adjusted by 81.82 percent when changing from a ~~calendar year~~12-month to an academic year appointment
72 or by 133.3 percent when changing from an academic year to a ~~calendar year~~12-month appointment. For
73 an employee whose appointment was previously changed from an academic year to ~~calendar year~~12-
74 ~~month~~ appointment at a salary adjustment other than 133.3 percent or from a ~~calendar year~~12-month
75 to academic year appointment at a salary adjustment other than 81.82 percent, the percent which is the
76 reciprocal of the percent previously used shall be used to make the salary adjustment.
77

78 **8.5~~2~~ Appointment Types.**

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

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

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

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

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

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

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

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

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

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

100 (d) Visiting Appointments. A visiting appointment is one made to a person having
101 appropriate professional qualifications but not expected to be available for more than a limited period, or
102 to a person in a position which the University does not expect to be available for more than a limited
103 period. A visiting appointment, or a sequence of visiting appointments (i.e., an initial appointment
104 followed by another visiting appointment) may not exceed a total of four years. Similarly, an employee
105 who has already worked any non-renewable (non-searched) appointment at UCF may not be offered may
106 not exceed a total of 12 months an additional non-renewable appointment after 12 months have been
107 served.

108 **8.63 Supplemental Summer Appointments.**

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

114 (b) Compensation. Compensation for summer employment shall be twelve and one half
115 percent (12.5%) of the employee's 9-month base salary for the first three credit hours of summer
116 assignment, including teaching, research, and service; twelve and one half percent (12.5%) of the
117 employee's 9-month base salary for the second three credit hours of summer assignment, including
118 teaching, research, and service; and eight percent (8.0%) of the employee's 9-month base salary for the
119 third three credit hours of summer assignment, including teaching, research, and service. Courses of
120 greater or fewer than three credit-hours shall be prorated. Supplemental summer assignments, like those
121 for the fall and spring semesters, include the normal activities related to such an assignment as defined by
122 the department/unit and the nature of the course, including office hours, course preparation, curriculum
123 development, lectures, evaluation of student efforts, academic advising, research, and department,
124 college, and University committee meetings. Supplemental summer appointments also include activities
125 such as thesis or dissertation supervision, directed individual studies, and/or supervision of student
126 interns.

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

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

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133 ~~8.7—Overload Appointments. Overload compensation is defined as compensation for any~~
134 ~~instructional duties (e.g. teaching an additional course, workshops, a continuing education class, etc.) in~~
135 ~~excess of a full appointment (1.0 FTE). Available overload compensation appointments within the~~
136 ~~University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow~~
137 ~~voluntary acceptance or rejection. Compensation for overload appointments shall be no less than the~~
138 ~~adjunct rate for the employee's department, unit, or college. Courses of greater or fewer than three credit~~
139 ~~hours shall be prorated.~~

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

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

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

150 ~~(b) Compensation for overload appointments for instruction other than those described in~~
151 ~~8.7(a) shall be no less than the adjunct rate for the employee's department, unit, or college. MOVED~~
152 ~~OVERLOADS TO ARTICLE 23.~~

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154 **8.84 Study Abroad Appointments.** Available study abroad appointments within the University
155 shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary
156 acceptance or rejection. An employee shall not be coerced to accept such an appointment or harmed for
157 rejecting an offer for such an appointment. Study abroad programs may be offered as follows:

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

159 (b) During the fall or spring semester.

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

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

165 (e) Compensation. The minimum number of students required to offer a study abroad
166 program (referred to in this section as "the minimum") shall be determined and put in writing in advance
167 of allowing enrollment in the program. An employee shall not receive additional compensation for a study
168 abroad program during the academic year. Employees shall be compensated as follows:

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

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

177 (3) For any course in which the course content is delivered by an instructor other
178 than the 9-month employee during the summer (for example, an instructor associated with an institution
179 in the host country), but the employee is listed as "Instructor of Record," is traveling with students, and
180 has administrative duties such as recording grades, overseeing excursions, dealing with any food, lodging,
181 or transportation issues, supervising students, etc., the employee shall receive a daily allowance of \$100
182 per day up to stipend of \$1,500.00.

183 (4) If a 9-month employee is teaching more than one course in a single summer
184 study abroad program, and one or more of those courses does not meet the minimum, the department
185 chair or unit head may combine the course enrollments in order to meet the minimum. In such a case, the
186 employee shall receive a supplemental summer appointment for the number of courses the student
187 enrollment would allow, given the minimum. For example, if the minimum is twenty, the program
188 includes two courses, and fourteen students enroll producing the equivalent of twenty-eight students in
189 one course, the employee will receive a supplemental summer appointment for one course. As another
190 example, if the minimum number of students is twenty, the program includes three courses, and fourteen
191 students enroll producing the equivalent of forty-two students in one course, the employee will receive a
192 supplemental summer appointment for two courses.

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

198 (6) If a 9-month employee is teaching a credit-bearing course in a study abroad
199 program during the fall or spring semester, or a spring extended semester, the appointment shall either be

200 a part of the employee's in-load assignment or taught on an overload basis. If the course is taught on an
201 overload basis, the employee shall be compensated ~~according to 8.7(b).~~

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

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207 ~~**8.9—Reclassification of an Employee to a Non-Unit Classification.** Employees shall be~~
208 ~~provided written notice fourteen days in advance, where practicable, when the University proposes to~~
209 ~~reclassify the employee to a classification that is not contained in the bargaining unit. The University will~~
210 ~~notify the local UFF Chapter of such a proposed reclassification within a reasonable period after the~~
211 ~~department/unit recommends such a reclassification to Academic Affairs. The employee may request a~~
212 ~~review of such action consistent with the provisions of Article 28. The UFF may discuss such action~~
213 ~~pursuant to Article 2, Consultation.~~