

**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.  
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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) Special conditions of employment, including what part, if any, of the salary is provided as a  
36 temporary salary adjustment (stipend) subject to the terms of this section;

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

39 (m) The statement: A copy of the BOT/UFF Collective Bargaining Agreement may be found at  
40 <http://www.collectivebargaining.ucf.edu/>.”  
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42 **8.4 Change in Appointment.**

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

47 (b) If a calendar year appointment includes a temporary salary adjustment (stipend), the  
48 employment agreement shall specify what part if any of the stipend shall be included in salary  
49 calculations when converting from a calendar year to an academic year appointment. In the absence of a

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.

## 60 **8.5 Appointment Types.**

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

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

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

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

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

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

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

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

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

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

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

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

## 90 **8.6 Supplemental Summer Appointments.**

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

96 (b) Compensation. Compensation for summer employment shall be twelve and one half percent  
97 (12.5%) of the employee's 9-month base salary for the first three credit hours of summer assignment,  
98 including teaching, research, and service; twelve and one half percent (12.5%) of the employee's 9-month  
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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 of  
103 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  
123 hour course shall be eleven and one half percent (11.5%) of the mean 9-month salary of the faculty pay  
124 plan employees in the department/unit.

125 (2) The calculation of mean salary shall be as follows. For a course that begins during the fall,  
126 spring, or subsequent summer of an academic year, compensation shall be based on the employees in the  
127 unit and their salary rates as of January 1st of the previous academic year. Any 12-month employee  
128 salaries will be 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 three days  
139 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 abroad  
141 program. This training shall include written instructions regarding the employee's responsibilities for  
142 students who are participating in the study abroad program.

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

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

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

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

154 (3) For any course in which the course content is delivered by an instructor other than the 9-  
155 month employee during the summer (for example, an instructor associated with an institution in the host  
156 country), but the employee is listed as “Instructor of Record,” is traveling with students, and has  
157 administrative duties such as recording grades, overseeing excursions, dealing with any food, lodging, or  
158 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 study abroad  
161 program, and one or more of those courses does not meet the minimum, the department chair or unit head  
162 may combine the course enrollments in order to meet the minimum. In such a case, the employee shall  
163 receive a supplemental summer appointment for the number of courses the student enrollment would  
164 allow, given the minimum. For example, if the minimum is twenty, the program includes two courses,  
165 and fourteen students enroll producing the equivalent of twenty-eight students in one course, the  
166 employee will receive a supplemental summer appointment for one course. As another example, if the  
167 minimum number of students is twenty, the program includes three courses, and fourteen students enroll  
168 producing the equivalent of forty-two students in one course, the employee will receive a supplemental  
169 summer appointment for two courses.

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

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

179 (7) If a 12-month employee is teaching a credit-bearing course in a study abroad program, the  
180 appointment shall either be a part of the employee’s in-load assignment or taught on an overload basis. If  
181 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.