

1 **ARTICLE 8**

2 **APPOINTMENT**

3
4 **8.1 Policy.** The University shall exercise its authority to determine the standards,
5 qualifications, and criteria so as to fill appointment vacancies in the bargaining unit with the
6 best possible candidates. In furtherance of this aim, the University shall:

7 (a) advertise such appointment vacancies, receive applications, and screen candidates
8 therefore, and make such appointments as it deems appropriate under such standards,
9 qualifications, and criteria as well as;

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

12 (c) continue to support spousal hires.
13

14 **8.2 Advertisement of Vacancies.** Bargaining unit vacancies shall be advertised
15 through appropriate professional channels. Employees of lower or equivalent ranks, and
16 employees who are local residents shall not, in the hiring process, be advantaged or
17 disadvantaged for that reason. Prior to making the decision to hire a candidate to fill a
18 bargaining unit vacancy, the appropriate administrator(s) shall consider recommendations
19 which have resulted from the review of candidates by employees in the department/unit.
20

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

26 (a) Date;

27 (b) Professional Classification System title, class code, rank, and appointment status;

28 (c) Principal place of employment;

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

30 (e) Length of the appointment;

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

34 (g) Percent of full time effort (FTE) assigned;

35 (h) Salary;

36 (i) Budget entity;

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

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

42 (m) The statement: A copy of the BOT/UFF Collective Bargaining Agreement may be
43 found at <http://www.collectivebargaining.ucf.edu/>.
44

45 **8.4 Change in Appointment (Salary Admin Plan).**

46 (a) An employee serving on a 12-month appointment may request an academic
47 year appointment. Similarly, an employee serving on an academic year appointment may

48 request a 12-month appointment. The president's representative shall carefully consider
49 such requests, although staffing considerations and other relevant University needs may
50 prevent their being granted.

51 (b) If a 12-month appointment includes a temporary salary adjustment (stipend),
52 the employment agreement shall specify what part if any of the stipend shall be included in
53 salary calculations when converting from a 12-month to an academic year appointment. In
54 the absence of a statement on the employment agreement stating otherwise, all stipends
55 shall be included when converting an employee's salary from a 12-month to an academic
56 year appointment or vice versa.

57 (c) Upon approval by the president or the president's representative, and
58 assuming that the assigned responsibilities remain substantially the same, an employee's
59 base salary shall be adjusted by 81.82 percent when changing from a 12-month to an
60 academic year appointment or by 133.3 percent when changing from an academic year to a
61 12-month appointment. For an employee whose appointment was previously changed from
62 an academic year to 12-month appointment at a salary adjustment other than 133.3 percent
63 or from a 12-month to academic year appointment at a salary adjustment other than 81.82
64 percent, the percent which is the reciprocal of the percent previously used shall be used to
65 make the salary adjustment.

66

67 **8.5 Appointment Types.**

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

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

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

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

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

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

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

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

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

87 (c) Terminal, non-tenure-earning multiyear renewable appointments of two- to five-year
88 duration may be offered. Such appointments shall not be provided to employees with the
89 ranks of assistant professor, associate professor, or professor except under the
90 circumstances noted in this section, and shall not be offered to visiting, research, or
91 provisional employees.

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

96 appointments (i.e., an initial appointment followed by another visiting appointment) may not
97 exceed a total of four years.

98 (1) Non-searched, Non-renewable appointment. An employee who has already
99 worked any non-renewable (non-searched) appointment at the university may not be
100 offered an additional non-renewable appointment after 12 months have been served.
101

102 **8.6 Supplemental Summer Appointments.**

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

108 (b) Compensation. Compensation for summer employment shall be twelve and one half
109 percent (12.5%) of the employee's 9-month base salary for the first three credit hours of
110 summer assignment, including teaching, research, and service; twelve and one half percent
111 (12.5%) of the employee's 9-month base salary for the second three credit hours of summer
112 assignment, including teaching, research, and service; and eight percent (8.0%) of the
113 employee's 9-month base salary for the third three credit hours of summer assignment,
114 including teaching, research, and service. Courses of greater or fewer than three credit-
115 hours shall be prorated. Supplemental summer assignments, like those for the fall and
116 spring semesters, include the normal activities related to such an assignment as defined by
117 the department/unit and the nature of the course, including office hours, course preparation,
118 curriculum development, lectures, evaluation of student efforts, academic advising,
119 research, and department, college, and University committee meetings. Supplemental
120 summer appointments also include activities such as thesis or dissertation supervision,
121 directed individual studies, and/or supervision of student interns.

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

125 (d) Supplemental summer appointments shall be made in accordance with Section
126 1012.945, Florida Statutes (the "twelve hour law").
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128 **8.7 Overload Appointments.** Overload compensation is defined as compensation for
129 any instructional duties (e.g. teaching an additional course, workshops, a continuing
130 education class, etc.) in excess of a full appointment (1.0 FTE). Available overload
131 compensation appointments within the University shall be offered equitably and as
132 appropriate to qualified employees in sufficient time to allow voluntary acceptance or
133 rejection. Courses of greater or fewer than three credit hours shall be prorated.

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

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

141 (2) The calculation of mean salary shall be as follows. For a course that begins
142 during the fall, spring, or subsequent summer of an academic year, compensation shall be
143 based on the employees in the unit and their salary rates as of January 1st of the previous

144 academic year. Any 12-month employee salaries will be multiplied by 81.82 percent to
145 obtain an academic year salary.

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

149
150 **8.8 Study Abroad Appointments.** Available study abroad appointments within the
151 University shall be offered equitably and as appropriate to qualified employees in sufficient
152 time to allow voluntary acceptance or rejection. An employee shall not be coerced to accept
153 such an appointment or harmed for rejecting an offer for such an appointment. Study
154 abroad programs may be offered as follows:

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

156 (b) During the fall or spring semester.

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

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

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

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

169 (2) For any course that meets the minimum and in which the course content is
170 delivered by a 9-month employee during the summer, the employee shall receive a
171 supplemental summer appointment for one course. The University may provide a
172 supplemental summer appointment, consisting of a daily allowance of \$200 per day up to a
173 total of \$3,000, for the employee even if the program does not meet the minimum, as long
174 as such decisions are made on an equitable basis, based on programmatic needs.

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

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

191 and fourteen students enroll producing the equivalent of forty-two students in one course,
192 the employee will receive a 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
195 students, or if the minimum is not met but the employee still wishes to lead the program, the
196 9-month employee may volunteer in writing to opt out of receiving any summer
197 supplemental compensation other than travel, housing, and pre-determined expense
198 reimbursement.

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

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

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