

1 ARTICLE 8

2 *APPOINTMENT*

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

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

**Commented [CR1]:** Can simplify language by striking an unnecessary word.

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

12 (c) continue to support partnerspousal hires.

**Commented [CR2]:** Suggesting change to reflect actual practice.

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

**Commented [CR3]:** Employees provide feedback, and the search committee provides general recommendations to the hiring official.

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

26 (a) Date;

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

29 (c) Principal place of employment;

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

- 31 (e) Length of the appointment;
- 32 (f) A statement that the position is (1) tenured, (2) non-tenure earning, (3)  
33 tenure-earning (specifying prior service in another institution to be credited  
34 toward tenure, where applicable), or (4) multiyear/non-tenure earning;
- 35 (g) Percent of full time effort (FTE) assigned;
- 36 (h) Salary;
- 37 (i) Budget entity;
- 38 (j) Special conditions of employment, including what part, if any, of the salary  
39 is provided as a temporary salary adjustment (stipend) subject to the terms of this  
40 section;
- 41 (k) A statement that the appointment is subject to the Constitution and laws of  
42 the State of Florida and the United States, the regulations and policies of the  
43 University, and this Agreement;
- 44 (l) The statement: A copy of the BOT/UFF Collective Bargaining Agreement  
45 may be found at <http://www.collectivebargaining.ucf.edu/>."

46 ~~8.4 Change in Appointment (Salary Admin Plan)~~

- 47 ~~(a) An employee serving on a 12-month appointment may request an  
48 academic year appointment. Similarly, an employee serving on an academic year  
49 appointment may request a 12-month appointment. The president's  
50 representative shall carefully consider such requests, although staffing  
51 considerations and other relevant University needs may prevent their being  
52 granted.~~
- 53 ~~(b) If a 12-month appointment includes a temporary salary adjustment  
54 (stipend), the employment agreement shall specify what part if any of the stipend  
55 shall be included in salary calculations when converting from a 12-month to an  
56 academic year appointment. In the absence of a statement on the employment  
57 agreement stating otherwise, all stipends shall be included when converting an  
58 employee's salary from a 12-month to an academic year appointment or vice  
59 versa.~~

~~(c) 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 12-month to an academic year appointment or by 133.3 percent when changing from an academic year to a 12-month appointment. For an employee whose appointment was previously changed from an academic year to 12-month appointment at a salary adjustment other than 133.3 percent or from a 12-month 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.~~

**8.45 Appointment Types.**

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

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

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

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

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

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

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

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

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

**Commented [CR4]:** Suggest reordering Sections 8.4 and 8.5

**Commented [CR5]:** These two position modifiers were recently approved by PERC.

93 (c) Terminal, non-tenure-earning multiyear appointments of two- to five-year  
 94 duration may be offered. Such appointments shall not be provided to employees  
 95 with the ranks of assistant professor, associate professor, or professor except  
 96 under the circumstances noted in this section, and shall not be offered to visiting,  
 97 research, clinical, teaching, "of practice," or provisional employees.

**Commented [CR6]:** Suggest updating position modifies to recognize a previous oversight and two recent additions.

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

104 (1) Non-searched, Non-renewable appointment. An employee who has  
 105 already worked any non-renewable (non-searched) appointment at the university  
 106 may not be offered an additional non-renewable appointment after 12 months  
 107 (or 365 days or more from the start date of the initial non-searched, non-  
 108 renewable appointment) have been served.

**Commented [CR7]:** More clearly defines the applicable length of time.

109 8.54 Change in Appointment (Salary Admin Plan).

110 (a) An employee serving on a 12-month appointment may request or be  
 111 reassigned to an academic year appointment. Similarly, an employee serving on  
 112 an academic year appointment may request or be reassigned to a 12-month  
 113 appointment. The president's representative shall carefully consider such  
 114 requests, although staffing considerations and other relevant University needs  
 115 may prevent their being granted.

116 (b) Conversion and Temporary Stipend. If a 12-month appointment includes a  
 117 temporary salary adjustment (stipend), the employment agreement shall specify  
 118 what part if any of the stipend shall be included in salary calculations when  
 119 converting from a 12-month to an academic year appointment. In the absence of  
 120 a statement on the employment agreement stating otherwise, all stipends shall  
 121 be included when converting an employee's salary from a 12-month to an  
 122 academic year appointment or vice versa.

**Commented [CR8]:** Suggest minor heading for added clarity.

123 (c) Salary Conversion. Upon approval by the president or the president's  
 124 representative, and assuming that the assigned responsibilities remain  
 125 substantially the same, an employee's base salary shall be adjusted to by 81.82

**Commented [CR9]:** Suggest minor heading added clarity.

126 percent when changing from a 12-month to an academic year appointment or  
 127 to by 133.3 percent when changing from an academic year to a 12-month  
 128 appointment. For an employee whose appointment was previously changed from  
 129 an academic year to 12-month appointment at a salary adjustment other than  
 130 133.3 percent or from a 12-month to academic year appointment at a salary  
 131 adjustment other than 81.82 percent, the percent which is the reciprocal of the  
 132 percent previously used shall be used to make the salary adjustment.

133 **8.6 Supplemental Summer Appointments.**

134 (a) Policy. Supplemental summer appointments, when available, shall be  
 135 offered equitably and as appropriate to qualified employees, not later than five  
 136 weeks prior to the beginning of the appointment, if practicable. Course offerings  
 137 and summer assignments will be made taking into consideration programmatic  
 138 needs, student demand, and classroom and budget availability. The criteria shall  
 139 be made available in each department or unit. Supplemental summer  
 140 appointments shall be made in accordance with Section 1012.945, Florida  
 141 Statutes (the "twelve hour law"). An employee's total FTE for instructional and  
 142 non-instructional duties under a summer supplemental agreement may not  
 143 exceed 1.0.

144 (b) Compensation for Summer Instruction. Compensation for summer  
 145 employment shall be twelve and one half percent (12.5%) of the employee's 9-  
 146 month base salary for the first three credit hours of summer assignment,  
 147 including teaching, research, and service; twelve and one half percent (12.5%) of  
 148 the employee's 9-month base salary for the second three credit hours of summer  
 149 assignment, including teaching, research, and service; and eight percent (8.0%) of  
 150 the employee's 9-month base salary for the third three credit hours of summer  
 151 assignment, including teaching, research, and service. Courses of greater or fewer  
 152 than three credit-hours shall be prorated. Supplemental summer assignments,  
 153 like those for the fall and spring semesters, include the normal activities related to  
 154 such an assignment as defined by the department/unit and the nature of the  
 155 course, including office hours, course preparation, curriculum development,  
 156 lectures, evaluation of student efforts, academic advising, research, and  
 157 department, college, and University committee meetings. Supplemental summer  
 158 appointments also include activities such as thesis or dissertation supervision,  
 159 directed individual studies, and/or supervision of student interns.

**Commented [CR10]:** Moved from previous CBA 8.6 (d).

**Commented [CP11R10]:** Reason: overarching concept

**Commented [CR12]:** This sentence recognizes that some assigned duties in the summer are not instructional duties.

160 (c) Compensation for ~~Maymester~~ instruction. Nine-month employees who  
 161 agree to teach one course in the Maymester will be compensated in the same  
 162 manner as nine-month employees who agree to teach a summer course. Their  
 163 compensation shall be 12.5% of their nine-month base salary for a three-credit-  
 164 hour course. Compensation for courses of greater or fewer than three credit  
 165 hours shall be prorated.

**Commented [CR13]:** Proposed language is based on that in the May 2023 MOU.

166 (de) When an employee is not provided a supplementary summer  
 167 appointment, the employee is not obligated to perform any normal duty or  
 168 activity for the university during the summer.

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

**Commented [CP14]:** Moved up to header, as this applies to the entire section.

171 **8.7 Overload Appointments.** Overload compensation is defined as  
 172 compensation for any ~~instructional~~ duties (e.g. teaching an additional course,  
 173 workshops, a continuing education class, etc.) in excess of a full appointment (1.0  
 174 FTE). Available overload compensation appointments within the University shall  
 175 be offered equitably and as appropriate to qualified employees in sufficient time  
 176 to allow voluntary acceptance or rejection and in consideration of budget and  
 177 programmatic, student, and classroom needs. Courses of greater or fewer than  
 178 three credit hours shall be prorated. Compensation for overload appointments for  
 179 instruction shall be no less than the adjunct rate for the employee's department,  
 180 unit, or college. Overload appointments or dual compensation opportunities must  
 181 be approved by the supervisor.

**Commented [CR15]:** Same standard for compensation is proposed for premium tuition and for other programs.

182 (a) Winter Intersession Instruction. Overload appointments for a Winter  
 183 Intersession shall be offered equitably and as appropriate to qualified employees  
 184 in sufficient time to allow voluntary acceptance or rejection. Overload duties are,  
 185 by definition, not in-load. Course offerings and Winter Intersession appointments  
 186 will be made taking into consideration programmatic needs, student demand,  
 187 suitability of the asynchronous online modality, and budget availability.

**Commented [CR16]:** Proposed language is based on that in the May 2023 MOU.

188 Since employees are under contract at the time of the Winter Intersession,  
 189 employees who agree to teach one course in the Winter Intersession will be  
 190 compensated for an overload. For employees on a nine-month contract, their  
 191 overload compensation shall be the greater of 12.5% of their nine-month base  
 192 salary and the adjunct rate for the employee's department, unit, or college for a

193 three-credit-hour course. For employees on a twelve-month contract, their  
194 overload compensation shall be the greater of 9.0% of their twelve-month base  
195 salary and the adjunct rate for the employee's department, unit, or college for a  
196 three-credit-hour course. For both 9-month and 12-month employees,  
197 compensation for courses of greater or fewer than three credit hours shall be  
198 prorated.

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

203 (1) If the employee's department/unit does not offer tenure, the  
204 compensation for a three credit hour course shall be eleven and one half percent  
205 (11.5%) of the mean 9-month salary of the faculty pay plan employees in the  
206 department/unit.

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

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

215 **8.8 Study Abroad Appointments.** Available study abroad appointments within  
216 the University shall be offered equitably and as appropriate to qualified  
217 employees in sufficient time to allow voluntary acceptance or rejection. An  
218 employee shall not be coerced to accept such an appointment or harmed for  
219 rejecting an offer for such an appointment. Study abroad programs may be  
220 offered as follows:

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

222 (b) During the fall or spring semester.

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

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

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

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

237 (2) For any course that meets the minimum and in which the course  
238 content is delivered by a 9-month employee during the summer, the employee  
239 shall receive a supplemental summer appointment for one course. The University  
240 may provide a supplemental summer appointment, including a daily allowance of  
241 \$200 per day up to a total of \$3,000 for the employee even if the program does  
242 not meet the minimum, as long as such decisions are made on an equitable basis,  
243 based on programmatic needs.

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

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

**Commented [CR17]:** Compare to daily allowance for non-teaching IORs in next subsection.



259 employee will receive a supplemental summer appointment for one course. As  
260 another example, if the minimum number of students is twenty, the program  
261 includes three courses, and fourteen students enroll producing the equivalent of  
262 forty-two students in one course, the employee will receive a supplemental  
263 summer appointment for two courses.

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

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

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

279 **8.9 Reclassification of an Employee to a Non-Unit Classification.** Employees shall  
280 be provided written notice fourteen days in advance, where practicable, when the  
281 University proposes to reclassify the employee to a classification that is not  
282 contained in the bargaining unit. The University will notify the local UFF Chapter  
283 of such a proposed reclassification within a reasonable period after the  
284 department/unit recommends such a reclassification to Academic Affairs. The  
285 employee may request a review of such action consistent with the provisions of  
286 Article 28. The UFF may discuss such action pursuant to Article 2, Consultation.