

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

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

12 (c) continue to support partner hires.

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.

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 Appointment Types.

- 47 (a) Appointments may be offered on a tenured, tenure-earning, or non-tenure-
48 earning basis.
- 49 (b) The ranks assistant professor, associate professor, and professor shall be
50 provided to employees who have tenured or tenure-earning appointments except
51 under the following circumstances:
- 52 (1) When an employee holding one of these ranks is placed on a terminal
53 contract, the employee's rank will be retained for the duration of that contract;
- 54 (2) Up to five untenured, non-tenure earning employees appointed
55 annually whose rank is specifically approved by the president or president's
56 representative;
- 57 (3) Individuals who have officially retired from universities or other
58 organizations who are least 55 years of age;
- 59 (4) Tenured employees who decide to give up their tenured status to take
60 advantage of whatever incentives might be offered by such an appointment;

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

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

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

68

69 (c) Terminal, non-tenure-earning multiyear appointments of two- to five-year
70 duration may be offered. Such appointments shall not be provided to employees
71 with the ranks of assistant professor, associate professor, or professor except
72 under the circumstances noted in this section, and shall not be offered to visiting,
73 research, clinical, teaching, “of practice,” or provisional employees.

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

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

85 8.5 Change in Appointment (Salary Admin Plan).

86 (a) An employee serving on a 12-month appointment may request or be
87 reassigned to an academic year appointment. Similarly, an employee serving on
88 an academic year appointment may request or be reassigned to a 12-month
89 appointment. The president’s representative shall carefully consider such
90 requests, although staffing considerations and other relevant University needs
91 may prevent their being granted.

92 (b) Conversion and Temporary Stipend. If a 12-month appointment includes a
93 temporary salary adjustment (stipend), the employment agreement shall specify
94 what part if any of the stipend shall be included in salary calculations when

95 converting from a 12-month to an academic year appointment. In the absence of
96 a statement on the employment agreement stating otherwise, all stipends shall
97 be included when converting an employee's salary from a 12-month to an
98 academic year appointment or vice versa.

99 (c) Salary Conversion. Upon approval by the president or the president's
100 representative, and assuming that the assigned responsibilities remain
101 substantially the same, an employee's base salary shall be adjusted to 81.82
102 percent when changing from a 12-month to an academic year appointment or to
103 133.3 percent when changing from an academic year to a 12-month appointment.
104 For an employee whose appointment was previously changed from an academic
105 year to 12-month appointment at a salary adjustment other than 133.3 percent or
106 from a 12-month to academic year appointment at a salary adjustment other than
107 81.82 percent, the percent which is the reciprocal of the percent previously used
108 shall be used to make the salary adjustment.

109 8.6 Supplemental Summer Appointments.

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

120 (b) Compensation for Summer Instruction. Compensation for summer
121 employment shall be twelve and one half percent (12.5%) of the employee's 9-
122 month base salary for the first three credit hours of summer assignment,
123 including teaching, research, and service; twelve and one half percent (12.5%) of
124 the employee's 9-month base salary for the second three credit hours of summer
125 assignment, including teaching, research, and service; and eight percent (8.0%) of
126 the employee's 9-month base salary for the third three credit hours of summer
127 assignment, including teaching, research, and service. Courses of greater or fewer

128 than three credit-hours shall be prorated. Supplemental summer assignments,
129 like those for the fall and spring semesters, include the normal activities related to
130 such an assignment as defined by the department/unit and the nature of the
131 course, including office hours, course preparation, curriculum development,
132 lectures, evaluation of student efforts, academic advising, research, and
133 department, college, and University committee meetings. Supplemental summer
134 appointments also include activities such as thesis or dissertation supervision,
135 directed individual studies, and/or supervision of student interns.

136 (c) Compensation for Maymester Instruction. Nine-month employees who
137 agree to teach one course in the Maymester will be compensated in the same
138 manner as nine-month employees who agree to teach a summer course. Their
139 compensation shall be 12.5% of their nine-month base salary for a three-credit-
140 hour course. Compensation for courses of greater or fewer than three credit
141 hours shall be prorated.(d) When an employee is not provided a
142 supplementary summer appointment, the employee is not obligated to perform
143 any normal duty or activity for the university during the summer.

144

145 **8.7 Overload Appointments.** Overload compensation is defined as
146 compensation for any duties (e.g. teaching an additional course, workshops, a
147 continuing education class, etc.) in excess of a full appointment (1.0 FTE).
148 Available overload compensation appointments within the University shall be
149 offered equitably and as appropriate to qualified employees in sufficient time to
150 allow voluntary acceptance or rejection and in consideration of budget and
151 programmatic, student, and classroom needs. Courses of greater or fewer than
152 three credit hours shall be prorated. Compensation for overload appointments for
153 instruction shall be no less than the adjunct rate for the employee's department,
154 unit, or college. Overload appointments or dual compensation opportunities must
155 be approved by the supervisor.

156 (a) Winter Intersession Instruction. Overload appointments for a Winter
157 Intersession shall be offered equitably and as appropriate to qualified employees
158 in sufficient time to allow voluntary acceptance or rejection. Overload duties are,
159 by definition, not in-load. Course offerings and Winter Intersession appointments

160 will be made taking into consideration programmatic needs, student demand,
161 suitability of the asynchronous online modality, and budget availability.

162 Since employees are under contract at the time of the Winter Intersession,
163 employees who agree to teach one course in the Winter Intersession will be
164 compensated for an overload. For employees on a nine-month contract, their
165 overload compensation shall be the greater of 12.5% of their nine-month base
166 salary and the adjunct rate for the employee's department, unit, or college for a
167 three-credit-hour course. For employees on a twelve-month contract, their
168 overload compensation shall be the greater of 9.0% of their twelve-month base
169 salary and the adjunct rate for the employee's department, unit, or college for a
170 three-credit-hour course. For both 9-month and 12-month employees,
171 compensation for courses of greater or fewer than three credit hours shall be
172 prorated.

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174 **8.8 Study Abroad Appointments.** Available study abroad appointments within
175 the University shall be offered equitably and as appropriate to qualified
176 employees in sufficient time to allow voluntary acceptance or rejection. An
177 employee shall not be coerced to accept such an appointment or harmed for
178 rejecting an offer for such an appointment. Study abroad programs may be
179 offered as follows:

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

181 (b) During the fall or spring semester.

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

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

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

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

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

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

210 (4) If a 9-month employee is teaching more than one course in a single
211 summer study abroad program, and one or more of those courses does not meet
212 the minimum, the department chair or unit head may combine the course
213 enrollments in order to meet the minimum. In such a case, the employee shall
214 receive a supplemental summer appointment for the number of courses the
215 student enrollment would allow, given the minimum. For example, if the
216 minimum is twenty, the program includes two courses, and fourteen students
217 enroll producing the equivalent of twenty-eight students in one course, the
218 employee will receive a supplemental summer appointment for one course. As
219 another example, if the minimum number of students is twenty, the program
220 includes three courses, and fourteen students enroll producing the equivalent of
221 forty-two students in one course, the employee will receive a supplemental
222 summer appointment for two courses.

223 (5) If the maximum size of a study abroad program is limited by the nature
224 or location of the program, if a 9-month employee chooses to take a smaller
225 number of students, or if the minimum is not met but the employee still wishes to
226 lead the program, the 9-month employee may volunteer in writing to opt out of

227 receiving any summer supplemental compensation other than travel, housing,
228 and pre-determined expense reimbursement.

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

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

238 **8.9 Reclassification of an Employee to a Non-Unit Classification.** Employees shall
239 be provided written notice fourteen days in advance, where practicable, when the
240 University proposes to reclassify the employee to a classification that is not
241 contained in the bargaining unit. The University will notify the local UFF Chapter
242 of such a proposed reclassification within a reasonable period after the
243 department/unit recommends such a reclassification to Academic Affairs. The
244 employee may request a review of such action consistent with the provisions of
245 Article 28. The UFF may discuss such action pursuant to Article 2, Consultation.