

ARTICLE 8
APPOINTMENT

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

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

(b) commit to an effort to identify and seek qualified ~~women and minority~~ and diverse candidates for vacancies and new positions; ~~and-~~

(c) continue to support, where practicable, spousal hires at UCF.

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

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

(a) Date;

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

(c) Principal place of employment;

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

(e) Length of the appointment;

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

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

(h) Salary;

(i) Budget entity

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

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

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

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

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

51 (no) A statement informing the employee of the obligation to report outside activity, conflict of
52 commitment, and conflict of interest under the provisions of Article 19 of the Agreement; and

53 (op) The statement: "If you have not been provided with a copy of the BOT/UFF Collective
54 Bargaining Agreement, notify your supervisor and you will be given one."
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56 8.4 Change in Appointments.

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

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

66 (c) Upon approval by the president or the president's representative, and assuming that the
67 assigned responsibilities remain substantially the same, an employee's base salary shall be adjusted by 81.82
68 percent when changing from a calendar year to an academic year appointment or by ~~133.3~~~~122.2~~ percent
69 when changing from an academic year to a calendar year appointment. For an employee whose appointment
70 was previously changed from an academic year to calendar year appointment at a salary adjustment other
71 than ~~122.2~~~~133.3~~ percent or from a calendar year to academic year appointment at a salary adjustment other
72 than 81.82 percent, the percent which is the reciprocal of the percent previously used shall be used to make
73 the salary adjustment.
74

75 8.5 Appointment Types.

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

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

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

81 (2) Up to five (5) untenured, non-tenure earning employees appointed annually whose
82 rank is specifically approved by the president or president's representative;

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

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

87 (5) Individuals who have held the rank of professor for at least seven (7) years at an
88 institution of higher education;

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

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

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

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

101 appointment) may not exceed a total of four years. Similarly, a non-renewable (non-searched) appointment
102 may not exceed a total of 12 months.

104 8.6 Supplemental Summer Appointments.

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

110 (b) Compensation. Compensation for summer employment shall be twelve and one half percent
111 (12.5%) of the employee's 9-month base salary for the first three (3) credit hours of summer assignment,
112 including teaching, research, and service; twelve and one half percent (12.5%) of the employee's 9 month
113 base salary for the second three (3) credit hours of summer assignment, including teaching, research, and
114 service; and eight percent (8.0%) of the employee's 9-month base salary for the third three (3) credit hours of
115 summer assignment, including teaching, research, and service. Courses of greater or fewer than three (3)
116 credit-hours shall be prorated. The supplemental summer assignments, like that for the fall and spring
117 semesters, include(s) the normal activities related to such an assignment as defined by the department/unit
118 and the nature of the course, including office hours, course preparation, curriculum development, lectures,
119 evaluation of student efforts, academic advising, research, and department, college, and University
120 committee meetings. Supplemental summer appointments also include activities such as thesis or
121 dissertation supervision, directed individual studies, or supervision of student interns.

122
123 (c) When an employee is not provided a supplementary summer appointment, the employee is
124 not obligated to perform any normal duty or activity for the university during the summer and there is no
125 expectation that the employee will perform any normal duty or activity for the university during the summer.
126 Nevertheless, there may be nine-month employees who choose on their own to perform some normal duty or
127 activity during the summer while not being compensated through a supplemental summer appointment
128 because, for example, doing so may enhance their own professional development or reputation or may
129 benefit a student under their tutelage, in addition to benefitting the university. The university encourages
130 employees to report such uncompensated effort on their next annual report so that their effort may be
131 documented and recognized during their next annual evaluation in accordance with Article 10.1 (g) (3) and
132 during any promotion and/or tenure processes.

133
134 (ed) Supplemental summer appointments shall be made in accordance with Section 1012.945,
135 Florida Statutes (the "twelve hour law").

137 8.7 Overload Appointments. Overload compensation is defined as compensation for any duties in
138 excess of a full appointment (1.0 FTE). Available overload compensation appointments within the University
139 shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary
140 acceptance or rejection. Courses of greater or fewer than three credit hours shall be prorated.

141 (a) An employee's overload compensation for teaching a three (3) credit hour course in a
142 premium tuition program shall be eleven and one half percent (11.5%) of the mean academic year salary of
143 the tenured and tenure-earning employees in the employee's department/unit.

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

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

151 (3) Courses of greater or fewer than three (3) credit hours shall be prorated.

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

154 ~~(c) Overload appointments utilizing C&G funding may be limited on compensation method as~~
 155 ~~defined in this section, depending on any restrictions in the associated contract or grant. Such limitations~~
 156 ~~shall be provided to the employee in writing prior to the commencement of the work associated with the~~
 157 ~~appointment. Compensation for overload appointments that are related to compensation from a grant~~
 158 ~~may be made as follows as agreed upon by the university, college/unit, and the employee in writing prior to~~
 159 ~~the commencement of work associated with the appointment:~~

160 ~~(1) As a flat rate paid in regular biweekly installments as additional pay not considered an~~
 161 ~~administrative salary stipend as described in section 23.12, or~~

162 ~~(2) As an equivalent lump sum payment following the conclusion of the appointment~~
 163 ~~and/or completion of the work associated with the appointment.~~

164 ~~(a) Lump sum payments shall be processed by the University and received by the~~
 165 ~~employee in their regular biweekly pay no later than the second pay period following the conclusion of the~~
 166 ~~appointment and/or completion of the work associated with the appointment.~~

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 168 **8.8 Study Abroad Appointments.** Available study abroad appointments within the University shall be
 169 offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance
 170 or rejection. An employee shall not be coerced to accept such an appointment or harmed for rejecting an
 171 offer for such an appointment. Study abroad programs may be offered as follows:

172 (a) During the summer semester.

173 (b) During the fall or spring semester.

174 (c) During the fall extended or spring extended semester. The fall extended semester may
 175 continue through the winter break. The spring extended semester continue until the last day of the academic
 176 year contract.

177 ~~(ad)~~ Training. An employee shall attend appropriate training prior to participating in a study
 178 abroad program. This training shall include written instructions regarding the employee's responsibilities for
 179 students who are participating in the study abroad program.

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

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

186 (2) For any course which meets the minimum and in which the course content is delivered
 187 by ~~the a 9 month~~ employee during the summer semester, the employee shall receive a supplemental summer
 188 appointment for one course. The University may provide a supplemental summer appointment for the
 189 employee even if the program does not meet the minimum, as long as such decisions are made on an
 190 equitable basis, based on programmatic needs.

191 (3) For any course in which the course content is delivered by an instructor other than the
 192 9 month employee during the summer semester (for example, an instructor associated with an institution in
 193 the host country), but the employee is listed as "Instructor of Record," is traveling with students, and has
 194 administrative duties such as recording grades, overseeing excursions, dealing with any food, lodging, or
 195 transportation issues, supervising students, etc., the employee shall be eligible to receive a stipend of
 196 \$1,500.00.

197 (4) If ~~a 9 month~~ 9 month employee is teaching more than one course in a single summer study
 198 abroad program, and one or more of those courses does not meet the minimum, the department chair or unit
 199 head may combine the course enrollments in order to meet the minimum. In such a case, the employee shall
 200 receive a supplemental summer appointment for the number of courses the student enrollment would allow,
 201 given the minimum. For example, if the minimum is twenty (20), the program includes two (2) courses, and

202 fourteen (14) students enroll producing the equivalent of twenty-eight (28) students in one course, the
203 employee will receive a supplemental summer appointment for one course. As another example, if the
204 minimum number of students is twenty (20), the program includes three (3) courses, and fourteen (14)
205 students enroll producing the equivalent of forty-two (42) students in one course, the employee will receive a
206 supplemental summer appointment for two courses;

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

212 (~~66~~) If a 9 month employee is teaching a credit-bearing course in a study abroad program
213 during the fall or spring semester, or a fall/spring extended semester, the appointment shall either be a part of
214 the employee's in-load assignment or taught on an overload basis. If the course is taught on an overload
215 basis, the employee shall be compensated according to 8.7(b).

216 (~~877~~) If a ~~twelve-12~~ month employee is teaching a credit-bearing course in a study abroad
217 program, the appointment shall either be a part of the employee's in-load assignment or taught on an
218 overload basis. If the course is taught on an overload basis, the employee shall be compensated according to
219 8.7(b).

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221 **8.9 Reclassification of an Employee to a Non-Unit Classification.** Employees shall be provided
222 written notice fourteen (14) days in advance, where practicable, when the University proposes to reclassify
223 the employee to a classification which is not contained in the bargaining unit. The Office of Faculty
224 Relations will notify the local UFF Chapter of such a proposed reclassification within a reasonable period
225 after the department/unit recommends such a reclassification to Academic Affairs. The employee may
226 request a review of such action consistent with the provisions of Article 28. The UFF may discuss such
227 action pursuant to Article 2, Consultation.