

1 **ARTICLE 8**

2 ***APPOINTMENT***

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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/>.  
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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.

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## 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").  
127

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.

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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, for the employee even if the program does not meet  
173 the minimum, as long as such decisions are made on an equitable basis, based on  
174 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.

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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.