

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 ~~calendar year~~12-month appointment may request
47 ~~be assigned~~ an academic year appointment. Similarly, an employee serving on an

Commented [CP1]: The same meaning, but more precisely meaning appointments that are for a year (8/8-8/7) but not necessarily starting Jan 1.

Commented [CP2]: Calendar year is better said as 12-month

UFF: Agreed

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48 academic year appointment may request ~~be assigned a 12-month calendar year~~
 49 appointment. ~~Employees may also request a change in the length of their appointment.~~ The
 50 president's representative shall carefully consider such requests, although staffing
 51 considerations and other relevant University needs may prevent their being granted.

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

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

67
 68 **8.5 Appointment Types.**

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

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

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

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

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

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

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

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

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

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

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

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Commented [CP3]: Removes confusion about the right of assignment – employees retain the right to request a change of appointment.

UFF: Prefers status quo

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Commented [CP4]: UCF doesn't use MY for C&G research-type employees; MY are 2-5 years in duration, so they must be E&G funded.

Commented [TR5R4]: OK

96 available for more than a limited period. A visiting appointment, or a sequence of visiting
97 appointments (i.e., an initial appointment followed by another visiting appointment) may not
98 exceed a total of four years.

99 (1) Non-searched, Non-renewable appointment. An employee who has already
100 worked any non-renewable (non-searched) appointment at the university may not be
101 offered an additional non-renewable appointment after 12 months. ~~(365 days)~~ have been
102 served.

Commented [CP6]: Better defines the length of time.

Commented [TR7R6]: Month is already

Commented [TR8R6]: Leap year has 366 days. Month is well defined in Article 32. They are Calendar Months.

103
104 **8.6 Supplemental Summer Appointments.**

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

Commented [CP9]: Space issues are also a management consideration.

UFF: Agreed

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

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

127 (d) Supplemental summer appointments shall be made in accordance with Section
128 1012.945, Florida Statutes (the "twelve hour law").

129
130 **8.7 Overload Appointments.** Overload compensation is defined as compensation for

131 any ~~instructional duties (e.g. teaching an additional course, workshops, a continuing~~
132 ~~education class, etc.)~~ in excess of a full appointment (1.0 FTE). Available overload
133 compensation appointments within the University shall be offered equitably and as
134 appropriate to qualified employees in sufficient time to allow voluntary acceptance or
135 rejection. ~~Compensation for overload appointments shall be no less than the adjunct rate for~~
136 ~~the employee's department, unit, or college.~~ Courses of greater or fewer than three credit
137 hours shall be prorated.

Commented [CP10]: Provides clarification on when this terminology is used.

Commented [TR11R10]: UFF agrees

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Commented [CP12]: The adjunct rate is published and this language allows the college flexibility to offer more than that rate if needed to compensate faculty.

Commented [TR13R12]: UFF prefers SQ language

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

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

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

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

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

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

160 (b) During the fall or spring semester.

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

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

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

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

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

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

186 (4) If a 9-month employee is teaching more than one course in a single summer
187 study abroad program, and one or more of those courses does not meet the minimum, the
188 department chair or unit head may combine the course enrollments in order to meet the
189 minimum. In such a case, the employee shall receive a supplemental summer appointment

Commented [CP14]: Language is superfluous when adjunct rate is utilized.

1/5 UFF suggests adding "at least" on line 139

Commented [TR15R14]: UFF has made changes that were discussed.

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Commented [CP16]: Allows the employee to receive per diem funding.

1/5 UFF will talk about

Commented [TR17R16]: UFF does not agree to the proposed change as it could lead to misuse (exploitation). The current language already says that decisions must be on equitable basis. The BOT proposed language may conflict with that.

190 for the number of courses the student enrollment would allow, given the minimum. For
191 example, if the minimum is twenty, the program includes two courses, and fourteen
192 students enroll producing the equivalent of twenty-eight students in one course, the
193 employee will receive a supplemental summer appointment for one course. As another
194 example, if the minimum number of students is twenty, the program includes three courses,
195 and fourteen students enroll producing the equivalent of forty-two students in one course,
196 the employee will receive a supplemental summer appointment for two courses.

197 (5) If the maximum size of a study abroad program is limited by the nature or
198 location of the program, if a 9-month employee chooses to take a smaller number of
199 students, or if the minimum is not met but the employee still wishes to lead the program, the
200 9-month employee may volunteer in writing to opt out of receiving any summer
201 supplemental compensation other than travel, housing, and pre-determined expense
202 reimbursement.

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

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

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