

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. All searches to fill vacancies in the bargaining unit must comply with applicable federal and state laws and university policies and regulations.

~~In furtherance of this aim, the University shall:~~

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

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

~~(c) continue to support partner hires.~~

~~8.2 Advertisement of Vacancies. Bargaining unit vacancies shall be advertised through appropriate professional channels. Employees of lower or equivalent ranks, 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 feedback and recommendations which have resulted from the review of candidates by employees in the department/unit and the search committee.~~

8.23 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. Updated employment agreements will only be issued upon changes to elements (b), (c), (d), (e), (f), (g), (i), and/or (j) below.

The University employment agreement shall contain the following elements:

(a) Effective Date;

(b) Professional Classification System title/Rank, class, legacy job code, rank, and appointment status employee class;

(c) Principal place of employment Primary Work Location;

(d) Employment Department/Unit and College/Division (e.g., department, college, institute, area, center, etc.);

(e) Length of the appointment Annual Work Period (9- or 12-month);

Commented [CP1]: Legacy language - this section does not affect employees who are post-hire.

Commented [CP2]: Don't want to stop admin from issuing a new, clarifying agreement to an employee if there is a change not noted here.

Commented [CP3]: Changes to the names of the "elements" in this section reflect Workday updates to the terms for those elements and other clarifications. For example, "date" is unclear but "Effective date" obviously represents the implementation date.

(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~~ Tenure Status;

(g) ~~Percent of Authorized Job FTE (full time effort) assigned;~~

(h) Total Annualized Salary (up-to-date salary information is available to employees through Workday);

(i) Budget entity;

(j) 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 this section;

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

(l) The statement: "A copy of the BOT/UFF Collective Bargaining Agreement may be found at <http://www.collectivebargaining.ucf.edu/>."

8.43 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.

(c) Terminal, non-tenure-earning multiyear appointments of two- to five-year duration may be offered. Such appointments shall not be provided to employees with

the ranks of assistant professor, associate professor, or professor except under the circumstances noted in this section, and shall not be offered to visiting, research, clinical, teaching, "of practice," or provisional employees.

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

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

8.54 Change in Appointment (Salary Admin Plan).

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

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

(c) Salary Conversion. 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 to 81.82 percent when changing from a 12-month to an academic year appointment or to 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.

8.65 Supplemental Summer Appointments.

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

Commented [CP4]: The criteria are stated in the previous sentence.

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

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

(d) When an employee is not provided a supplementary summer appointment, the employee is not normally obligated to perform any ~~normal~~ duty or activity for the university during the summer. An exception is the disclosure of outside activities/financial interests taking place while the employee is not under contract to the university. All outside activities/financial interests must be timely disclosed through the university's online Potential Outside Activity, Employment, and Conflict of Interest and Commitment Disclosure process.

Commented [CR5]: Consistent with A19. This clarifying statement protects employees engaging in outside activities and activities with financial interests.

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

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

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

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

(a) During the summer term(s).

(b) During the fall or spring semester.

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

(d) Training. An employee shall attend appropriate training prior to participating in a study abroad program. This training shall include written instructions regarding the

employee's responsibilities for students who are participating in the study abroad program.

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

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

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

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

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

(5) If the maximum size of a study abroad program is limited by the nature or location of the program, if a 9-month employee chooses to take a smaller number of students, or if the minimum is not met but the employee still wishes to lead the

program, the 9-month employee may volunteer in writing to opt out of receiving any summer supplemental compensation other than travel, housing, and pre-determined expense reimbursement.

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

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

8.98 Reclassification of an Employee to a Non-Unit Classification. ~~Employees shall be provided written notice fourteen days in advance, where practicable, when the University proposes to reclassify the employee to a classification that is not contained in the bargaining unit. The University will notify the local UFF Chapter of such a proposed reclassification within a reasonable period after the department/unit recommends such a reclassification to Academic Affairs. The employee may request a review of such action consistent with the provisions of Article 28. The UFF may discuss such action pursuant to Article 2, Consultation. Within 45 days of the effective date of the reclassification of an employee to a non-unit classification, the University shall provide UFF a written notification of the reclassification which states the name of the employee, the rank and discipline of the employee, the employee's unit and division, and the employee's new appointment.~~

Commented [CP6]: This information has been provided to the UFF in the shared spreadsheet since January 2023 without issues.