

CHAPTER 6C-5 SYSTEMWIDE PERSONNEL MATTERS

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6C-5.900 State University System General Personnel Policy.

(1) Chapter 6C-5, F.A.C., rules prescribe personnel policy for all State University System (SUS) employees including Faculty, Administrative and Professional employees (A & P), University Support Personnel System employees (USPS), and OPS employees. These rules shall have Systemwide application by authority granted to the Board of Regents (Board) in Chapters 240 and 447, F.S. All rules and policies or procedures arising from these Systemwide rules shall be consistent with the relevant provisions of Federal and State law and the Constitutions of the United States of America and the State of Florida.

(2) The provisions of Rule 6C-5.900, F.A.C., are applicable to and incorporated by reference in all Chapter 6C-5, F.A.C., rules.

(3) These Systemwide rules are supplemented by the following:

(a) State law including the following chapters of Florida Law: Chapter 11, F.S., Legislative organization, procedures, and staffing; Chapter 92, F.S., Witnesses, records, and documents; Chapter 99, F.S., Candidates, campaign expenses, and contesting elections; Chapter 104, F.S., Election code: violations, penalties; Chapter 110, F.S., State employment; Chapter 112, F.S., Public officers and employees, general provisions; Chapter 115, F.S., Leaves of absence to officials and employees; Chapter 119, F.S., Public records; Chapter 121, F.S., Florida Retirement System; Chapter 215, F.S., Financial matters: general provisions; Chapter 216, F.S., Planning and budgeting; Chapter 228, F.S. Public Education: General Provisions; Chapter 240, F.S., Postsecondary education; Chapter 250, F.S., Military affairs; Chapter 295, F.S., Laws relating to veterans: general provisions; Chapter 386, F.S., Particular conditions affecting public health; Chapter 400, F.S., Nursing homes and related health care facilities; Chapter 409, F.S., Social and economic assistance; Chapter 440, F.S., Workers' compensation; Chapter 447, F.S., Labor organizations; Chapter 760, F.S., Discrimination in the treatment of persons; and Chapter 775, F.S., Definitions, general penalties, registration of criminals.

(b) Federal law including The Civil Rights Acts, The Fair Labor Standards Act (FLSA), The Rehabilitation Act of 1973, The Americans with Disabilities Act (ADA), The Family and Medical Leave Act (FMLA), The Uniformed Services and Employment and Reemployment Act of 1994 (USERRA), The Age Discrimination in Employment Act (ADEA), and The Omnibus Transportation Employee Testing Act of 1991 (OTETA).

(c) University rules enumerated in Chapters 6C1 through 6C10 and Chapter 6C-19, F.A.C.

(d) The Collective Bargaining Agreements.

(e) Internal management memoranda informing administrators of procedures or guidelines for implementing the policies contained herein, however, these procedures and guidelines shall not change substantive rights of employees or terms and conditions of employment.

(4) Personnel Programs:

(a) The Chancellor, as the Chief Administrative Officer for the Board, and the President, as the Chief Administrative Officer for the University, shall be responsible and accountable for administering the personnel programs. The word "University" shall also denote the Board Office and the word "Chief Administrative Officer" shall include the appropriate individual or his/her designee.

(b) The Chief Administrative Officer shall establish and maintain all policies, procedures, and records which are necessary to substantiate compliance with all laws and rules relating to employment.

(c) Each University shall actively promote its commitment to equal employment opportunity and non-discrimination towards applicants and employees with respect to race, color, religion, age, disability, sex, marital status, national origin, and veteran status consistent with Federal and State law.

(d) The State University System Personnel/Employee Records System (SUPERS) is the automated Systemwide information system containing appointment, budget, position, demographic, definitional, and other information related to employees. This information is available through each University.

(5) The SUS Employment Plan is the Systemwide classification and compensation plan maintained by the Board. Such plan shall consist of the following:

(a) Faculty defines positions assigned the principal responsibility of teaching, research, or public service activities or for administrative responsibility for functions directly related to the academic mission.

(b) A & P defines positions assigned administrative and management responsibilities or professional duties at the department/unit, or above.

1. Employees in A & P positions designated in the Executive Service serve at the will of the Chief Administrative Officer or the Board, do not have tenure, and have no expectation of appointment beyond a 60 days' notice period.

2. Executive Service positions ordinarily report directly to the Chief Administrative Officer with the exception of specified positions which report to the Board, and include Chancellor, vice chancellor, and vice president, and other positions responsible for policy-making at the executive level.

(c) USPS defines positions assigned professional, paraprofessional, administrative, clerical, secretarial, technical, skilled crafts, service, or maintenance duties.

(d) OPS defines at-will temporary employment.

Specific Authority 240.209(1), (3)(r) FS. Law Implemented 110.112, 110.131, 228.2001(7), 240.209(1), (3)(f), (m), 240.227(1), (5), (19), 240.253, 447.203(2) FS. History—New 1-24-96, Amended 8-12-96.

6C-5.910 Recruitment, Selection, Appointment, and Nonreappointment.

(1) The following provisions govern recruitment, selection, appointment, and nonreappointment.

(a) Qualified applicants are those who meet the minimum qualifications contained in the SUS class specification and the additional competencies required for the specific position in the class unless appointments are with emergency, provisional, or trainee status. Each University shall determine the equivalent education, training, and experience for that contained in the SUS class specification as appropriate for a specific position.

(b) Any person who has been convicted of a felony involving the sale of or trafficking in, or conspiracy to sell or traffic in, a controlled substance as described in Chapter 893, F.S., is disqualified from employment unless conditions outlined in Section 775.16, F.S., are met. Failure to disclose such conviction is cause for dismissal.

(c) Each University shall ensure the spoken English language competence of all prospective and current Faculty involved in classroom instruction, other than courses conducted primarily in a foreign language. For current Faculty, this competence shall be ascertained during the annual evaluation.

(2) Each University's offer of employment and appointment procedures shall be consistent with the following:

(a) The offer of employment for Faculty and A & P positions shall be conditioned on the return of written acceptance by a specified date.

(b) Each Faculty or A & P employee shall be issued an annual contract or documented appointment. Multi-year contracts, contingent upon funding, are permissible for Faculty and A & P employees.

(c) An offer of tenure is conditioned upon recommendation of the Chief Administrative Officer and approval by the Board.

(3) Each University's nonreappointment notice to nontenured or nonpermanent status Faculty and A & P that further employment will not be offered shall be consistent with the following:

(a) An appointment shall not create any right, interest or expectancy beyond the specific term set forth in the appointment.

(b) Employees appointed for less than one year, appointed with visiting status, or to a multi-year contract are not entitled to notice of nonreappointment.

(c) Employees are not entitled to notice of nonreappointment who are issued an annual contract stating that employment will cease on the date indicated and no further notice of cessation of employment is required.

(4) Each University shall use the following appointment modifiers which defines the conditions of an employee's appointment. Such appointment modifiers apply to the appointment of a qualified employee unless otherwise stated.

(a) Faculty Appointment Modifiers:

1. Regular – A continuing appointment or an original temporary appointment which may be followed by a continuing appointment. The appointment modifier is not included in the title.

2. Acting – A limited time appointment to a position primarily assigned administrative duties.

3. Adjunct – An appointment paid from OPS. Adjunct appointments may not be for more than 50% of the time throughout an academic year or full-time for more than twenty-six weeks of a fiscal year, unless approved by the Chief Administrative Officer. Such appointments are for temporary or part-time employment and the term of employment is only for the period specified in the offer.

4. Provisional – An appointment of a person who is not fully qualified, but who is expected to acquire such qualifications in a short period of time.

5. Visiting – An appointment of a person having professional qualifications, when either the person or the position is not expected to be available for more than a limited period of time.

6. Joint – An appointment when the person is regularly participating in the teaching and/or graduate supervision responsibilities of more than one academic department/unit.

7. Research – An appointment when the person is engaged primarily in research.
8. Clinical – An appointment in conjunction with a professional position in a hospital or other clinical environment.
9. Courtesy – An unpaid appointment which may include special academic privileges such as voting in departmental affairs. Persons appointed with this status may or may not be otherwise affiliated with the University.
10. Honorary/Honoris Causa – An unpaid appointment of an individual having distinction and honor in his/her field, but who does not possess the normal requirements for the position.
11. Emeritus – An honorary title which may be conferred at retirement in recognition of distinguished service.
12. Affiliate – An appointment when a person participates in some functions of other academic departments/units.
13. Joint College – An appointment to a college/unit administered jointly by more than one university. Although appointed and employed by only one of the participating universities, each person so designated is considered an employee of the other participating universities for purposes of carrying out the teaching, research, and service responsibilities of the college/unit.
14. Phased Retirement – An appointment under the provisions of the Phased Retirement Program.
15. Multi-Year – An appointment which extends beyond one academic or fiscal year.

(b) A & P Appointment Modifiers:

1. Regular – A continuing appointment or an original temporary appointment which may be followed by a continuing appointment. The appointment modifier is not included in the title.
2. Provisional – An appointment of a person not fully qualified, but who is expected to acquire such qualifications in a short period of time.
3. Acting – A limited time appointment that includes the assumption of additional or replacement duties.
4. Visiting – An appointment of a person having professional qualifications, when either the person or the position is not expected to be available for more than a limited period of time.
5. Emeritus – An honorary title which may be conferred at retirement in recognition of distinguished service.
6. Multi-Year – An appointment which extends beyond one academic or fiscal year.

(c) USPS Appointment Modifiers:

1. Regular – A continuing appointment after successful completion of the designated probationary period for the class.
2. Probationary – An appointment to a position in a class for the designated period, where the employee meets the minimum qualifications for the position. Continuous successful performance in a class with the appointment modifier of temporary may be counted toward completion of the required probationary period. The decision to count such time toward completion of the probationary period shall be made at the time the employee is initially appointed with probationary status.
3. Trainee – An appointment to a law enforcement position prior to receiving a Certificate of Compliance, except that the employee must, within 180 consecutive days following such appointment, be actively enrolled in the training program to obtain the certificate. Trainee status is also used when the employee has not passed a required examination but meets the minimum qualifications for the position; the employee is not fully qualified but is expected to acquire such qualification in a short period of time; or the appointment is under a cooperative education program, a vocational rehabilitation program, an approved university training program, or an apprenticeship program.
4. Temporary – An appointment to provide a nonpermanent assignment to a vacant position; to replace an employee on leave, temporarily promoted or reassigned; or to overlap one employee with another for training purposes.
5. Emergency – An appointment for no more than 3 months when a vacancy must be filled immediately due to an emergency. Such appointments may be made without regard to the employee's training and experience or other provisions of these rules.
6. Time-limited – An appointment to a position funded by contract and grant, auxiliaries, or local funds, as appropriate, for a particular project, enterprise, or specified period. Such designation must be made to the position at the time of recruitment. A time-limited position shall have the same rights as a position with a regular appointment modifier, except such position shall not have rights provided for layoff and recall.

Specific Authority 240.209(1), (3)(f) FS. Law Implemented 240.209(1), (3)(f), 240.246, 775.16 FS. History—New 1-24-96, Amended 8-17-99.

6C-5.915 Compensation.

- (1) Pay actions shall be administered consistent with the following provisions.
- (2) The Board shall establish and maintain the pay ranges for A & P and USPS. Legislatively approved pay range additives or competitive area differentials (CAD) shall be added to the pay range for those USPS classes within the geographic area specified in the approval. Pay shall not exceed the maximum of the pay range including the CAD without the approval of the Chief Administrative Officer.
- (3) Base rate of pay is the pay provided employees not including any additives as provided for in paragraph (6)(h), below. Regular rate of pay is an employee's base rate of pay plus any other pay which may be necessary to meet the requirements of the Fair Labor Standards Act (FLSA). Hourly pay is computed based on 2088 work hours annually. A factor of 26.1 is used for annualizing biweekly pay.

- (a) An employee must be in pay status in order to receive a pay increase of any kind.

(b) Employees paid from contracts and grants, auxiliaries or local funds shall be eligible for pay increases provided such increases are permitted and funded by the funding entity. Each University shall strive to have contracts and grants, auxiliaries, and local funds permit and fund such pay increases.

(c) A retroactive effective date for a pay action shall be permitted with the approval of the Chief Administrative Officer; however, such retroactive period shall be the lesser of twelve months or the date stated in the documentation of the intent to increase the pay.

(d) A pay increase may be provided for a temporary in assignment on an acting basis and, upon return to original responsibilities, the pay may be adjusted.

(e) An employee returning from unpaid leave shall receive any increases in the pay range for the class or mandatory pay increases granted during the period of unpaid leave, unless pay implementation instructions provide otherwise. Also, an employee may be considered for discretionary increases.

(f) When a USPS employee is called back to work beyond the employee's scheduled hours of work for that day, the employee shall be credited with the greater of the actual time worked, including time to and from the employee's home to the assigned work location, or two hours.

(4) Pay upon original appointment for A & P and USPS shall be made within the pay range with the following exceptions.

(a) A provisional appointment for A & P may be below the minimum of the pay range. The pay shall be increased to at least the minimum of the pay range upon the employee attaining the minimum qualifications for the class.

(b) A trainee appointment for USPS shall be in accordance with the approved individual training schedule and may be below the minimum of the pay range.

(c) An emergency appointment for USPS may be below the minimum of the pay range.

(5) Annual pay increases shall be in accordance with guidelines issued by the Chancellor.

(6) Other pay increases may be provided under the following categories:

(a) Increased responsibilities.

(b) Market conditions including counter-offers and retention due to specialized or extensive investment or training.

(c) Salary compression or inversion.

(d) Increases to resolve a pay disparity considering education, experience, or duties and responsibilities of other employees.

(e) Lump sum payments to recognize the successful completion of a special project or assignment which is in addition to the employee's regularly assigned duties, or a documented significant increase in productivity or productivity goal achievement including a group incentive program. Such payment for employees subject to the FLSA shall not exceed the greater of ten percent of the employee's annual base pay or \$3,000 (before taxes). For other employees, such payment shall not exceed 15 percent of the employee's annual base rate of pay, unless approved by the Chief Administrative Officer.

(f) Increases to recognize sustained superior performance.

(g) Approved career development/apprenticeship programs.

(h) Pay additives including those for asbestos-related activities, lead abatement activities, leadworker pay, shift differentials, on-call pay, field training officer activities, and other approved activities.

(7) Other pay adjustments.

(a) An employee who is demoted shall receive pay commensurate with the responsibilities assigned. The demotion may be with or without a reduction in base rate of pay.

(b) The removal of pay additives, correction of overpayment, or reduction to the maximum of the pay range do not constitute a reduction in pay action.

(c) When the assignment of Faculty serving in an administrative position such as Vice President, Dean or Director, is changed, the pay and appointment period shall be adjusted to reflect the new responsibilities. If the adjusted pay of an administrator, whose appointment is being changed to a ranked Faculty will be greater than 90 percent of the range of pay for Faculty in the same rank in the college or school in which the employee is to be appointed, the new pay must be approved by the Chancellor or designee. The Chief Administrative Officer shall submit a recommendation for approval to the Chancellor, including a justification for the proposed pay, the employee's experience, qualifications, academic discipline, and other relevant factors. The Chancellor will advise the Board of such approvals.

(d) When an employee's appointment is changed from a calendar year to an academic year appointment with duties remaining the same, the employee's pay shall be adjusted to 81.8 percent of the calendar year base pay. For an employee whose appointment was previously changed from academic year to calendar year where the pay was adjusted other than by 122.2 percent, pay shall be adjusted to the percent which is the reciprocal of the percent previously used. A different pay adjustment percent may be used upon agreement of the employee and the Chief Administrative Officer.

(8) Each University shall be responsible for arranging the work schedule to minimize overtime and shall establish procedures for overtime pay consistent with the FLSA.

(9) Extra State Compensation.

(a) Pay for appointments up to the available established FTE for the position shall be from funds designated as Salaries.

(b) Pay for the portion of an appointment in excess of the available established FTE for the position and for activities of limited duration where no FTE is assigned shall be from funds designated as OPS.

(c) Employment by another State agency shall be processed consistent with its requirements.

(10) Perquisites/Sale of Goods and Services. The Chief Administrative Officer shall approve providing perquisites to employees, the sale of goods and services to employees, and the payment of moving expenses associated with a current or prospective employee. The provision of such items shall be job or class related and documented to demonstrate that the approval is in the best interest of the University.

(a) Approval is not required when sales to employees are at the same rate as they are ordinarily sold to the public.

(b) Moving expenses shall ordinarily be limited to the cost of packing, shipping, and storage of household goods, not to exceed 15,000 pounds, and reasonable expenses incurred for moving an automobile.

Specific Authority 240.209(1), (3)(f) FS. Law Implemented 216.011(1)(aa), 240.209(1), (3)(f), 240.283 FS. History—New 1-24-96, Amended 2-1-98, 8-17-99.

6C-5.920 Benefits and Hours of Work.

(1) Benefits made available to Faculty, A & P, and USPS include paid and unpaid leave, holidays, State- and University-sponsored insurance programs, and retirement. Under the FMLA, OPS employees may be eligible for unpaid leave. Benefits and hours of work requirements shall be administered consistent with the following provisions.

(2) Each employee is expected to work the number of hours in the employee's established workweek unless on approved leave. Benefits shall be provided proportionate to the time on the payroll.

(3) The minimum workweek is 40 hours for full-time employees. Holiday pay (maximum of eight hours) and paid leave are not considered overtime and are paid at the employee's regular pay rate. Approved leave may be adjusted to ensure an employee's workweek will not exceed 40 hours.

(4) Compensatory leave shall consist of the following types and such unused leave shall be transferred or paid as follows.

(a) Overtime compensatory leave is provided in lieu of payment for overtime for nonexempt USPS employees at the rate of one and one half times the total hours worked beyond 40.

1. Overtime shall be paid no later than the end of the following pay period, unless accrued as overtime compensatory leave.

2. Unused overtime compensatory leave shall be transferred unless the USPS employee's nonexempt designation changes to exempt and such leave shall be paid at the employee's regular rate of pay.

(b) Regular compensatory leave shall be provided to a USPS exempt employee for work beyond 40 hours on an hour-for-hour basis. The University may transfer or pay for unused regular compensatory leave with the approval of the Chief Administrative Officer.

(c) Special compensatory leave is provided to USPS as follows.

1. Special compensatory leave is provided to compensate an employee for a State holiday when the employee observed the holiday and worked 40 hours the week during which the holiday occurred; the holiday falls on the employee's regularly scheduled day off; or the employee is required to work the holiday.

2. Special compensatory leave is provided to compensate an employee for administrative leave for jury duty or court appearance provided in paragraphs (14)(a) and (b) below when the employee worked 40 hours the week during which the jury duty or court appearance occurred.

3. Special compensatory leave is provided to employees required to perform essential duties during an emergency closing for the hours worked during the closing.

4. The Chief Administrative Officer may elect to pay an employee for a part or all accrued special compensatory leave at any time. If the employee separates or transfers to another University, the employee shall be paid for all unused special compensatory leave at the employee's regular rate of pay.

(5) An employee shall be paid proportionate to the time in pay status for all holidays designated for State employees.

(6) Leave shall be accrued while in pay status and shall be credited on the last day of that pay period or, in the case of separation, on the last day the employee is on the payroll.

(7) During approved unpaid leave for parental, foster care, medical, or military reasons, an employee may use accrued leave to continue the contributions to State benefits and other expenses.

(8) Unless agreed otherwise, an employee shall be employed in the same or similar status upon completion of the approved leave period. While on paid leave, an employee may not be employed elsewhere unless the requirements for outside activity and extra State compensation have been met.

(9) Sick leave accrual for full-time employees shall be as follows with proportionate accrual for less than full-time.

	Hours Accrued During Pay Period	
	Monthly	Biweekly
Faculty	8.667	4
A & P	8.667	4
Ex. Service	10.883	5
USPS	8.667	4

(a) Sick leave shall be accrued before use unless available through a sick leave pool. There is no maximum on the amount of sick leave that can be accrued. Sick leave accrued prior to October 1, 1973, shall be used prior to any sick leave accrued after that date.

(b) Sick leave is authorized for the following purposes:

1. The employee's personal illness, injury, exposure to a contagious disease, a disability where the employee is unable to perform assigned duties, or appointments with health care providers.

2. The illness, injury, appointments with health care providers, or death of a member of the employee's family.

(c) Notice of absence due to illness, injury, disability, or exposure to a contagious disease, shall be given on the first day of absence.

(d) All unused sick leave accrued in another SUS or State plan for which payment has not been received shall transfer provided no more than 31 days have elapsed between employment or if reemployed by the SUS within 100 days.

(e) An individual who resigns from a governmental entity within Florida and is employed in the USPS within 31 calendar days, may transfer up to 480 hours of accrued unused sick leave. Such leave shall be transferred as follows: 80 hours upon date of hire and 80 hours upon the completion of each succeeding year. Accrued sick leave from a governmental entity for Faculty and A & P shall transfer as provided in reciprocal agreements with other governmental entities.

(f) Upon separation, an employee with 10 or more years of service shall be paid for one-eighth of all unused sick leave accrued prior to October 1, 1973, and for one-fourth of unused sick leave up to a total of 480 hours accrued after October 1, 1973, in accordance with Section 110.122, F.S. Upon reemployment by the SUS within 100 days or upon recall by the University within one year, all unpaid sick leave shall be restored and any sick leave paid at time of separation shall be restored upon repayment. An employee with less than 10 years of service shall not be paid for any unused sick leave and such leave shall be forfeited unless reemployed by the SUS within 100 days or recalled by the University within one year.

(10) Annual leave for full-time employees shall be as follows with proportionate accrual for less than full-time. An academic year (39 weeks) employee, a Developmental Research School employee, and an employee appointed for less than 9 months shall not accrue annual leave. Hours of accrual for USPS is based on years of creditable service and such service shall be awarded as one month of service credit for each calendar month that the employee is on the salaried (non-OPS) payroll of a University or other State agency or during authorized unpaid leave.

	Hours Accrued During		Year End	Maximum	Maximum
	Monthly	Biweekly			
Faculty	14.667	6.769	352	352	352
A & P	14.667	6.769	352	352	352
Ex. Service	20	9.195	480	480	480
USPS (Months of Service)					
0 - 6	8.667	4	240	240	0
7 - 60	8.667	4	240	240	240
61 to 120	10.833	5	240	240	240
Over 120	13	6	240	240	240

(a) Annual leave shall be accrued prior to use unless annual leave is advanced by the Chief Administrative Officer.

(b) Employees may accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued annual leave in excess of the year end maximum as of December 31, shall have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year. The employee may retain hours in excess of the year end maximum with the approval of the Chief Administrative Officer.

(c) The maximum annual leave, accrued in another SUS University or State plan for which payment has not been received, shall transfer provided no more than 31 days has elapsed between employment.

(d) An individual who resigns from a governmental entity within Florida and is employed in the USPS within 31 calendar days, may transfer up to 240 hours of accrued unused annual leave. Such leave shall be transferred as follows: 40 hours upon date of hire and 40 hours upon the completion of each succeeding year. Accrued annual leave from a governmental entity for Faculty and A & P shall transfer as provided in reciprocal agreements with other governmental entities.

(e) A employee who separates from employment shall be paid for all unused annual leave hours up to the year end maximum allowed for the pay plan. Upon reemployment by the SUS within 100 days or upon recall by the University within one year, all unpaid annual leave shall be restored and any annual leave paid at time of separation shall be restored upon repayment. Upon entering into the Deferred Retirement Optional Program (DROP), employees may elect to be paid up to the year end maximum of their unused annual leave.

(f) Upon transfer from an annual leave-accruing position to a non leave-accruing position, the employee shall be paid for unused annual leave, unless the employee elects to retain all unused annual leave, for up to two years.

(11) Compulsory leave provisions shall be consistent with the following.

(a) Medical certification by an approved health care provider may be required.

(b) Notice shall be provided to the employee identifying duration of the leave, the conditions for return to the position, and whether such leave shall count toward FMLA entitlements.

(c) The employee may be allowed to use paid leave during compulsory leave to continue the contributions to State benefits and other expenses.

(d) Unless agreed otherwise, an employee shall be employed in the same or similar status upon completion of the approved leave period and upon receipt of medical certification.

(e) Employees who fail to meet the conditions of the compulsory leave or who fail to obtain medical certification and are unable to perform duties may be offered part-time employment, placed on unpaid leave or have such leave extended, requested to resign, or be dismissed for inability to perform the duties of the position.

(12) Employees are provided with twelve workweeks of Family and Medical Leave within a 12-month period in compliance with the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) and the Final Regulations of the Family and Medical Leave Act of 1993 (29 CFR Part 825). The 12-month period is defined as the fiscal year (July 1 – June 30). All employees are eligible including OPS employees who have worked at least 12 months (these need not have been consecutive) and who have worked at least 1250 hours in the 12-months prior to the leave. Faculty, A & P, and USPS employees may use paid leave for an FMLA event and such shall be counted toward the entitlement.

(13) Employees shall be provided with up to six months unpaid parental leave during which time the employee may use paid leave when the employee becomes a biological or adoptive parent. Parental leave shall begin two weeks prior to the expected date of the child's arrival unless otherwise approved by the Chief Administrative Officer.

(14) Employees are provided paid administrative leave as follows and shall not cause the full-time employee to exceed 40 hours during the workweek. Administrative leave is not accrued.

(a) Administrative leave for jury duty shall not exceed the number of hours in the employee's normal workday. If jury duty does not require absence for the entire workday, the employee shall return to work immediately upon release by the court. If the jury duty does not coincide with the regular work schedule, the employee shall be granted administrative leave based on the total hours served on jury duty and such leave shall be granted on the next scheduled work shift. Any jury pay shall be retained by the employee.

(b) Administrative leave shall be provided to an employee summoned as a witness in a matter not involving personal interests. Administrative leave shall not be provided to an employee serving as an expert witness. Witness pay shall be retained by the employee.

(c) Administrative leave for athletic competition in Olympic events shall be provided in accordance with Section 110.118, F.S.

(d) Administrative leave up to two days shall be provided to a USPS employee upon the death of a family member.

(e) Administrative leave shall be provided for official emergency closing of University facilities. Special Compensatory leave shall be provided to USPS employees required to perform essential services during the emergency closing. Only employees scheduled to work during the time of the emergency closing shall be provided leave.

(f) The Chief Administrative Officer may provide administrative leave for Florida Disaster Volunteers in accordance with Section 110.120, F.S.

(g) The Chief Administrative Officer may grant up to two days of administrative leave for civil disorder or disaster for an employee who is a member of a volunteer emergency response team.

(h) The Chief Administrative Officer may provide administrative leave up to two hours for voting in public elections.

(i) The Chief Administrative Officer may place an employee under investigation on leave up to the length of the investigation.

(j) The Chief Administrative Officer may place an employee on administrative leave between the notice of reduction in pay, suspension, or dismissal and the effective date of such action.

(k) The Chief Administrative Officer may place an employee on administrative leave when the employee's presence in the workplace may result in damage to property, or injury to the employee or others.

(15) Military leave and reemployment rights shall be provided to Faculty, A & P, and USPS employees consistent with Federal and State laws.

(16) Workers' Compensation benefits for an injury compensable under the Florida Workers' Compensation Law shall be provided consistent with the following.

(a) An employee shall remain in full pay status for a period up to a maximum of forty (40) hours without being required to use accrued leave credits. If, during that period, the employee receives Workers' Compensation benefits then the employee shall reimburse the University the amount of the benefits. Such reimbursement shall not include payments for expenses related to medical, surgical, hospital, or nursing treatment or payments of disability losses.

(b) An employee may elect to use paid leave to supplement Workers' Compensation payments up to the employee's regular salary.

(c) The period of paid or unpaid job-related disability leave shall be in accordance with Chapter 440, F.S.

(d) An employee who was injured in the workplace, may be returned to alternate duty consistent with established University policies or procedures.

(e) If at the end of the leave period, an employee is unable to return from leave to work full-time and perform the duties of the position, the Chief Administrative Officer may offer the employee a part-time appointment, place the employee on unpaid leave or extend the leave status, request the employee's resignation, or terminate the employee from employment.

(17) All eligible Faculty and A & P employees are enrolled in the Optional Retirement Program (ORP) unless employees elect to participate in the Florida Retirement System. All other employees participate in the Florida Retirement System, except those who remain in the State and County Officers and Employees Retirement System or the Teachers Retirement System.

Specific Authority 240.209(1), (3)(f) FS. Law Implemented 110.117-110.122, 115.14, 216.011(1)(x), 240.209(1), (3)(f), 250.48, Chapters 121 and 440 FS. History—New 1-24-96, Amended 8-17-99.

6C-5.925 Evaluation and Recognition.

(1) The following provisions govern employee evaluations and performance improvement.

(a) The basic purpose of the evaluation is to acknowledge performance, to communicate performance effectiveness, to aid in improving performance in assigned duties, and if necessary, to develop a performance plan to assist in correcting deficiencies for the employee not meeting performance standards.

(b) Each University shall establish procedures to conduct periodic performance reviews. Each employee shall be evaluated at least once every two years on the basis of total performance in fulfilling assigned responsibilities.

(c) The evaluation should be considered in making personnel decisions.

(2) Each University may also establish an employee recognition program.

Specific Authority 240.209(1), (3)(f) FS. Law Implemented 240.209(1), (2), (3)(f), 240.2111, 240.245 FS. History—New 1-24-96, Amended 8-17-99.

6C-5.930 Learning Opportunities.

(1) Faculty, A & P and USPS employee learning opportunities involving professional renewal, planned travel, study, formal education, research, writing, or other experience of professional value may include the following:

(a) Sabbaticals.

(b) Employee development or certification.

(c) Leave to pursue educational goals.

(2) Full-time Faculty, A & P and USPS employees are eligible to enroll in up to six tuition-free credit hours of instruction per semester.

(a) Free university courses shall be on a space available basis.

(b) An employee who is on approved leave or has been involuntarily called to active military service shall retain eligibility to participate.

Specific Authority 240.209(1), (3)(r) FS. Law Implemented 115.09, 240.209(1), (3)(f), (7), 240.227(11) FS. History—New 1-24-96.

6C-5.935 Promotion, Change in Assignment, Demotion and Transfer.

(1) Promotion, change in assignment, demotion and transfer shall be administered consistent with the following provisions.

(2) Promotion:

(a) Faculty promotion is the appointment to a higher academic or equivalent rank or class and may also be combined with an application for tenure. The criteria for promotion shall include meeting the minimum qualifications for appointment to the rank or position, increased skill in teaching, increased knowledge in the field of specialty, increased recognition as an authority in the field, and potential for professional growth. Each University shall provide for Faculty participation in developing promotion recommendations and other procedures and criteria for Faculty promotion.

(b) Administrative and Professional promotion is the appointment to another position or class with substantially increased responsibilities, or a permanent assignment of substantially increased responsibilities for the existing classification. An employee must meet the minimum qualifications for the position to which promoted.

(c) USPS promotion is the appointment to a class or position with substantially increased responsibilities. An employee must meet the minimum qualifications for the position to which promoted. Upon promotion, the employee's appointment modifier shall be determined pursuant to paragraph 6C-5.910(4)(c), F.A.C. An employee who has earned permanent status in the class to which promoted shall be promoted with permanent status.

(3) Change in Assignment:

(a) Faculty with administrative responsibilities serve at the will of the Chief Administrative Officer and may, at any time, receive a change in classification or assignment. Employees with tenure or permanent status shall not have such status affected by the change in classification or assignment.

(b) An A & P or USPS change in assignment is the appointment to a different position in the same class or in a different class having the same pay range maximum.

(c) If a USPS employee who has not attained permanent status in the current class receives a change in assignment to a different position in the same class, the employee's status remains the same until the probationary period designated for the class has been successfully completed.

(d) A USPS employee with or without permanent status in the current class who receives a change in assignment to a different position in a different class shall be given probationary status in the new class if the employee meets the minimum qualifications for the position; however, if the employee previously held permanent status in the class to which reassigned, the change in assignment shall be with permanent status.

(4) A demotion is an appointment to a class or position having less responsibility. Upon demotion, a USPS employee's appointment modifier shall be determined pursuant to paragraph 6C-5.910(4)(c), F.A.C.; however, if the employee previously held permanent status in the class to which demoted, the demotion shall be with permanent status.

(5) A transfer is the appointment of an employee from one geographic location within the University to a different geographic location within the same University in excess of 50 miles from the employee's current work location.

Specific Authority 240.209(1), (3)(f) FS. Law Implemented 240.209(1), (3)(f), 240.227(1), (5), (19), 240.245 FS. History--New 1-24-96, Amended 8-17-99.

6C-5.940 Tenure and Permanent Status.

(1) Faculty tenure shall be administered consistent with the following provisions:

(a) The award of tenure shall provide annual reappointment until voluntary resignation, retirement, removal for just cause, or layoff.

(b) Tenure is awarded upon demonstration of highly competent performance. Tenure criteria shall address the areas of teaching; research and other scholarly activities; and service to the public, the discipline, and the university including those professional responsibilities consistent with faculty status. These criteria shall take into account the mission and needs of the institution and shall place appropriate emphasis upon teaching and teaching-related scholarship. In this regard, the institution shall ensure that teaching is evaluated broadly, including assessments by peers and students, and that teaching performance is prominently considered in the award of tenure.

(c) Tenure shall be held as ranked Faculty in an academic department/unit and shall not extend to administrative appointments.

(d) Appointments to the ranks of assistant professor, associate professor, and professor are tenure-earning when they do not include the appointment modifier of acting, adjunct, joint, provisional, visiting, research, clinical, courtesy, honorary, or affiliate. Appointments which include the appointment modifier of multi-year, joint, provisional, visiting, research, clinical, or affiliate are ordinarily nontenure-earning, however, employees with these appointment modifiers may earn time toward tenure as determined by the Chief Administrative Officer at the time of appointment. If an employee is initially appointed to the rank of instructor or to a nontenure-earning rank and is subsequently appointed to a tenure-earning position, all or a portion of the prior service in such nontenure-earning position may be counted toward tenure, provided the Chief Administrative Officer agrees to credit such service.

(e) The decision to recommend an employee for tenure shall be made no later than the sixth year of continuous full-time service or equivalent part-time service in a tenure-earning position. Tenure-earning employees not recommended for tenure by the end of six years of continuous full-time, or equivalent part-time services, shall be given notice that further employment will not be offered. Full-time service for the purpose of tenure eligibility shall mean employment at 1.0 FTE during at least 39 weeks of any twelve month or nine month contract. Part-time service shall mean employment during at least one semester of any twelve month period.

(f) At the time of employment, the Chief Administrative Officer may credit an employee with tenure-earning service from another institution of higher education, however, such credit shall be limited to not more than two years of tenure-earning service for an assistant professor, not more than three years for an associate professor, and not more than four years for a professor. All prior SUS tenure-earning service shall be credited toward tenure unless otherwise agreed at the time of employment.

(g) Time spent on a joint appointment or approved personnel exchange program of the university, or a special assignment which benefits the university shall be counted toward tenure eligibility. Time spent away from the University for other purposes shall not be counted toward tenure eligibility.

(h) Time spent on paid leave shall be tenure-earning unless otherwise agreed at the time of such leave. Time spent on unpaid leave shall not be credited as tenure-earning except as approved by the Chief Administrative Officer.

(i) The recommendation of an employee for tenure shall signify that the Chief Administrative Officer is satisfied the employee will continue to make significant professional contributions to the University and the academic community. Upon recommendation by the Chief Administrative Officer and approval by the Board, tenure shall be awarded.

(j) With sufficient justification, tenure may also be recommended by the Chief Administrative Officer and approved by the Board at the time of initial appointment or prior to the sixth year of tenure-earning service.

(k) Transfer of tenure shall be at the discretion of the University to which the employee is transferring.

(2) Permanent status for USPS employees shall be administered consistent with the following provisions.

(a) An employee earns permanent status in the class after successful completion of the designated probationary period and has rights to remain in the class or to contest adverse action taken against the employee while serving in the class.

(b) An employee with permanent status filling a time-limited position shall not have retention rights or other rights provided under layoff and recall provisions.

(c) An employee without permanent status in any class may be terminated at any time without the right to appeal such action.

Specific Authority 240.209(1), (3)(f) FS. Law Implemented 240.209(1), (3)(f), 240.227(1), (5), (19) FS. History--New 1-24-96, 1-30-97, 8-17-99.

6C-5.945 Employee Ethical Obligations and Conflicts of Interest.

(1) All employees should be aware of their obligations and responsibilities as public employees of the State University System. No employee shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the full and competent performance of the employee's duties.

(2) Each University shall provide for annual reporting of outside employment activities and require that significant changes to these activities be reported.

(3) All employees are governed by the provisions of Chapter 112, F.S., setting standards of conduct for public officers and employees and mandating the disclosure of certain financial interests.

(4) Each University shall administer the use of University facilities on a space available basis with priority given to those groups and persons whose activities are related to the mission of the University.

(5) Employees who intend to seek election to and hold public office shall notify the Chief Administrative Officer of their intentions and shall adhere to the provisions of Section 104.31, F.S. The Chief Administrative Officer shall determine whether the employee's candidacy for and holding of public office will interfere with the full discharge of the employee's duties and, if appropriate, require the employee to take a leave of absence or submit a resignation.

(6) Academic freedom and responsibility apply to teaching, research, and creative activity, and assigned service.

(a) Faculty shall be free to:

1. Cultivate a spirit of inquiry and scholarly criticism and present and discuss their own academic subjects, frankly and forthrightly, with freedom and confidence.

2. Select instructional materials and determine grades in accordance with University procedure.

3. Engage in scholarly and creative activity and publish the results in a manner consistent with their professional obligations.

(b) Faculty shall have the responsibility to:

1. Objectively and skillfully present a variety of scholarly opinions on the subject matter.

2. Respect students and not exploit students for private advantage.

3. Contribute to the orderly and effective functioning of the academic unit and/or the University and act in a collegial manner in all interactions.

4. Represent themselves as institutional representatives, only when authorized to do so.

Specific Authority 240.209(1), (3)(f) FS. Law Implemented 104.31, 112.313, 112.3145, 240.209(1), (3)(f), 240.227(1). (5) FS. History—New 1-24-96, Amended 8-17-99.

6C-5.950 Disciplinary Actions, Complaints, and Appeals.

(1) Each University shall administer standards for performance and conduct to ensure timely and equitable disposition of disciplinary problems. Discipline ranging from written reprimands to dismissal may be imposed for just cause.

(2) Each University shall institute predetermination and appeal procedures for all employees with permanent or tenured status.

(3) The Chief Administrative Officer shall establish procedures for addressing employee complaints consistent with the following:

(a) A tenured or permanent status employee may file a complaint concerning employment or alleging that the University failed to comply with the University complaint procedure with the Chief Administrative Officer and request specific action by the Chief Administrative Officer.

(b) A nontenured or nonpermanent status employee may file a complaint concerning only nondisciplinary matters affecting the employee's terms and conditions of employment with the immediate supervisor and the next level supervisor.

(c) A complaint, for the purpose of this process, is the allegation by the employee that any condition affecting the employee's terms and conditions of employment is unjust, inequitable, or creates a problem. An employee shall not have the right to file a complaint concerning evaluations of performance unless the employee alleges that the evaluation is based on factors other than performance.

(d) Suspensions, reductions in pay, transfers, layoffs, demotions, job abandonment, and dismissals for USPS employees shall proceed directly to review under Section (4) USPS Arbitration Appeal Procedures.

(4) USPS Arbitration Appeal Procedure – An employee who has earned permanent status in his/her current classification shall have the right to appeal to an arbitrator any suspension, dismissal, layoff, demotion, job abandonment, transfer, or reduction in pay, provided that the employee has not signed a statement indicating the action was voluntary. An employee whose position is classified to a lower class shall have the right to appeal only the reduction in pay, if any, which has occurred as a result of the demotion appointment.

(a) Request for Processing:

1. If an employee requests an arbitration, the employee shall, within 14 working days after the receipt of notice of the employment action from the University, file with the Board Office a completed Arbitration Request form. This form is incorporated by reference and is titled Arbitration Request Pursuant to subsection 6C-5.950(4), F.A.C., dated November 1, 1995, and can be obtained from the University Personnel Director. A copy of the form must also be filed with the Chief Administrative Officer and the employee's immediate supervisor.

2. Failure to initiate an arbitration request within the time limits prescribed shall be deemed a waiver of the right to arbitration. In the event of a question regarding timeliness of any notice, the date of receipt if transmitted in person, or the postmark if transmitted by mail, shall be determinative.

3. After the Request for Arbitration has been received, the Chancellor will determine whether the request has been filed in accordance with the provisions of this section and shall notify the employee or his/her representative, the University, and immediate supervisor of this determination. Additionally, the employee will be mailed a copy of this rule.

4. The Chancellor shall select an arbitrator on a rotational basis from an odd-numbered panel of at least seven arbitrators maintained by the Board and shall notify the University representative and the employee or his/her representative of the arbitrator selected. If the parties do not agree on the arbitrator selected, the selection shall be made by alternatively striking names from the panel. The right of first strike shall be determined by a coin toss. The employee will receive notice of the identity of the arbitrator selected and may request disqualification of the arbitrator based on cause within five calendar days of receipt of the notice. Cause is present when it appears the arbitrator was chosen through corruption, fraud, or other undue means.

5. When an action is both appealable under this rule and grievable under a collective bargaining agreement, the employee shall have the option of using either procedure. The filing of the arbitration request form constitutes a waiver of any rights to review of the matter under an applicable collective bargaining agreement, Chapter 120, F.S., or other SUS or University review procedures. If the employee seeks a review of a matter in an alternative forum after requesting arbitration under this rule or fails to appear at the scheduled arbitration hearing, the Board and the University shall have no obligation to proceed further.

(b) Fees and Expenses:

1. All fees and expenses for the arbitrator will be paid by the University. When an employee is represented by an employee organization, the arbitrator's fees and expenses shall be paid by the party who fails to prevail in the arbitration or evenly split if the award sustains the appeal in part and denies it in part.

2. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one week prior to the date of the arbitration and shall be responsible for scheduling a reporter to record the proceedings. The parties shall share equally the appearance fee of the reporter and the cost of obtaining an original transcript and one copy for the party originally requesting a transcript of the proceeding. The requesting party shall, at its expense, photocopy the copy of the transcript received from the reporter and deliver the photocopy to the other party within five calendar days after receiving the copy of the transcript from the reporter.

(c) The employee may self represent or be represented. If the employee elects to be represented, the employee must deliver or send to the Board Office within five working days after filing a Request for Arbitration, a written statement indicating the name, address, telephone number and qualifications of the representative and confirming that the employee as well as the representative will be present during the arbitration hearing, and that the employee agrees to this representation.

(d) If the aggrieved employee participates during working hours in the arbitration, the employee's compensation will not be affected by the time spent at the arbitration hearing. The employee must notify the immediate supervisor seven days in advance of his/her anticipated absence. An employee will not be permitted to prepare the case during working hours.

(e) Hearing:

1. The arbitrator shall hold the hearing at the city where the main campus of the University is located, unless otherwise agreed by the parties. The hearing shall commence within 30 working days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable. Arbitration proceedings shall be conducted in accordance with this rule, supplemented by the Labor Arbitration Rules published by the American Arbitration Association, as Amended and Effective on September 1, 1993.

2. The arbitrator may subpoena witnesses and compel the production of documents pertinent to the appeal. All requests for subpoenas must be made to the arbitrator no later than 10 working days prior to the arbitration date and each party is responsible for providing its own witnesses and documents which it wishes to present.

3. Within 60 calendar days, the arbitrator shall issue to the University and the employee a written order which may affirm, reverse, or alter the decision of the University.

4. The employee and the University agree that the decision of the arbitrator shall be final and binding on both parties. No judicial review of the arbitration order is available except as provided by Chapter 682, F.S.

(f) Jurisdiction of Arbitrator:

1. The arbitrator shall neither add to, subtract from, modify, or alter the provisions of these rules, University rules and policies or procedures, or an applicable collective bargaining agreement. Arbitration shall be confined solely to the application and/or interpretation of those provisions and limited to the matters in the Request for Arbitration Form submitted for arbitration. No statements of opinion or conclusions not essential to the determination of the matters submitted shall be permitted. The arbitrator shall not review managerial decisions other than to ensure that such actions are in accordance with the applicable procedures under review. In the case of suspension, dismissal, and reduction in pay taken as a disciplinary action, the arbitrator shall determine whether there is just cause for such action.

2. The burden of proof shall be on the employee in layoff, demotion, reduction in pay and transfer actions when not taken as a disciplinary action, and in job abandonment. The burden of proof shall be on the employer in suspension, dismissal, demotion, and reductions in pay when taken as disciplinary actions.

3. The arbitrator's order and award may reinstate an employee, with or without back pay. The back pay award shall not exceed the amount of pay the employee would otherwise have earned at the employee's regular rate of pay and shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the action at issue and in no event more than fourteen (14) working days prior to initiation of the arbitration request. In no situation will the award exceed the actual loss to the employee or provide attorney fees to either party.

4. Punitive damages are not permitted.

5. The arbitrator may reduce a dismissal to a suspension for such time as the arbitrator may fix, or reduce the period of suspension, which order shall be binding on the University and employee concerned.

Specific Authority 240.209(1), (3)(r) FS. Law Implemented 240.209(1), (3)(f), 240.227(1), (5), 240.261, 447.209 FS. History--New 1-24-96.

6C-5.955 Separations From Employment and Layoff.

(1) Separations from employment shall be administered consistent with the following provisions.

(a) An employee who resigns from employment shall not have any rights of appeal.

(b) An employee who is absent without approved leave for three or more consecutive workdays shall be considered to have abandoned the position.

(c) The Chief Administrative Officer may dismiss an employee for just cause in accordance with University rules, policies or procedures.

(d) OPS and USPS employees without permanent status in any class may be separated from employment at any time without any requirements of notice or reason and without rights of appeal.

(e) Nontenured or nonpermanent Faculty and A & P whose appointments expire after receiving notice of nonrenewal or nonreappointment or whose appointment expires without the requirement of a written notice of nonreappointment may be separated without further notice.

(2) Layoff shall be administered consistent with the following provisions.

(a) Employees may be laid off at any time as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; curtailment or abolishment of one or more programs or functions; shortage of work; or a material change of duties. The Chief Administrative Officer shall notify the appropriate employee organizations when layoffs are to take place.

(b) The layoff unit may be at an organizational level such as a campus, division, college, school, department, area, program, or other level of organization as the Chief Administrative Officer deems appropriate. In designating the makeup of the layoff unit, the Chief Administrative Officer may consider the special qualifications and relevant experience required for specific positions and exclude such positions from layoff. USPS time-limited positions shall be excluded from the layoff unit.

(c) A tenured Faculty or permanent status employee shall not be laid off if there are nontenured/nonpermanent status employees in comparable positions in the layoff unit. Those employees will be retained who, in the judgment of the Chief Administrative Officer, will best contribute to the mission and purpose of the University when taking into account the employee's length of continuous University service and other appropriate factors.

(d) The Chief Administrative Officer shall make a reasonable effort to locate appropriate alternative/equivalent employment for laid-off employees, first within the University and second within the SUS.

(e) The following employees do not have layoff rights.

1. A Faculty or A & P employee appointed for less than one academic year or appointed to a visiting appointment;

2. A Faculty or A & P employee appointed to a position funded from contracts and grants, auxiliaries or local funds;

3. A Faculty or A & P employee whose appointment expires after receiving timely notice of nonrenewal/nonreappointment;

4. A Faculty or A & P employee whose appointment expires without the requirement of a written notice of reappointment, including an employee serving on an appointment without a fixed term or an employee on a multi-year contract;

5. A USPS employee without permanent status in any class;

6. A USPS employee appointed to a contract and grant, auxiliary or local funds position which has been designated time-limited.

7. An OPS employee.

(f) Within the layoff unit, USPS employees with permanent status in the affected class shall be ranked on a layoff list based on retention points derived from length of service and evaluations. Employees who work less than full-time shall have their retention points determined in proportion to the time worked. Layoff rights extend only to employees who meet the specific qualifications and equivalent FTE of the position regardless of their placement on the layoff list. Retention points shall be computed as follows:

1. One point for each month of continuous employment in the USPS including service in the Career Service if employed in the SUS on or before June 30, 1986.

2. One point for each month of service meeting performance standards and two points for each month of service with exemplary performance.

3. The period of leave for active military service in accordance with Chapter 115, F.S., shall count as continuous employment and shall be considered to be at the same level of performance as last evaluated.

4. Any period of service prior to July 1, 1996, not covered by an evaluation including periods of service during which no formal employee evaluation programs existed, shall be computed as meeting performance standards. After July 1, 1996, performance will be computed as previously evaluated in the absence of a current evaluation.

5. No retention points shall be granted for a month in which the employee was not on the payroll.

6. After totaling the retention points, layoff shall be in order, beginning with the employee with the fewest points.

7. When two or more employees have the same total retention points, preference for retention shall follow the order of the longest University service in the class, the longest SUS service, Veterans' preference, and as determined by the Chief Administrative Officer.

(g) Employees are to be informed of layoff as soon as practicable. Where circumstances permit, all employees are to be provided at least 30 calendar days. However, a USPS employee with permanent status shall be given no less than 14 calendar days notice of layoff or in lieu thereof, two weeks pay at the employee's current regular hourly rate, or a combination of notice and pay. A notice of layoff shall be sent to the employee by certified mail, return receipt requested, or delivered in person to the employee.

(h) Within seven calendar days after receiving the notice, the USPS employee shall have the right to request a change in assignment or, if not available or the employee's preference, a demotion in lieu of layoff to a position in a class in which the employee held permanent status, or to a position in a class in which the employee has not held permanent status if the employee has previously held permanent status in a higher or equal level class within the series. Appointment to positions in lieu of layoff is conditioned on the employee meeting the specific qualifications for the position.

(i) Employees with layoff rights who are laid off shall have recall rights at the University from which laid off as follows.

1. Faculty and A & P employees have recall rights for one year following layoff. Employees shall be offered reemployment/recall rights in the same or similar position for which they meet the special qualifications and relevant experience. (For out-of-unit faculty and out-of-unit A & P employees at the New College of the University of South Florida, the offer of reemployment shall be limited to the same or similar position at the New College.)

2. USPS employees have recall rights for one year following layoff. When a vacancy occurs or a new position is established in the same class within the same layoff unit from which the employee was laid off, the employee with the highest number of retention points and who meets the specific qualifications for the position, shall be offered reemployment.

3. Reemployment offers shall be made to USPS employees laid off in the order of their total retention points. Reemployment of such employees may be with permanent status in that class at the discretion of the Chief Administrative Officer.

4. An employee who refuses offer of reemployment shall forfeit further recall rights.

Specific Authority 240.209(1), (3)(f) FS. Law Implemented 240.209(1), (3)(f), 240.227(1), (5), (19), 447.209 FS. History--New 1-24-96, Amended 8-17-99.