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.


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.

<table>
<thead>
<tr>
<th>Hours Accrued During Pay Period</th>
<th>Monthly</th>
<th>Biweekly</th>
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