

1 ARTICLE 12
2 NON-REAPPOINTMENT

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4 12.1 No Property Right. No appointment or assignment shall create any right, interest,
5 or expectancy in any other appointment or assignment beyond its specific terms, except as
6 provided in Articles 8, 13, and 15.

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8 12.2 Notice. The provision of notice under this section does not provide rights to a
9 summer appointment beyond those provided in Article 8, Appointments. Employees who
10 are appointed for less than one academic year, or who are appointed to a visiting
11 appointment, are not entitled to notice that they will not be offered further appointment.

12 (a) A&P Appointments: Employees in Administrative and Professional (A&P) E&G
13 positions whose employment the University intends to terminate are entitled to written
14 notice depending on their length of continuous University service, as follows, with:

- 15 (1) fewer than six months, two weeks;
- 16 (2) six months but fewer than two years, four weeks;
- 17 (3) two years but fewer than five years, twelve weeks;
- 18 (4) five years but fewer than ten years, sixteen weeks.
- 19 (5) ten or more years, twenty weeks.

20 (b) C&G/Auxiliary appointments: The University is not obligated to continue
21 employment for employees on C&G or Auxiliary appointments if funds are not available. If
22 practicable, employees who are on these appointments with ~~three-five~~ or more years of
23 continuous University service shall be provided with sixty days' notice; ~~employees with five~~
24 ~~or more years of continuous University service shall be provided with ninety days' notice.~~

25 (c) E&G Appointments: Employees not described above are entitled to the following
26 written notice if they will not be offered further appointment:

27 (1) For employees in their first three years of continuous University service, the
28 remainder of a fall, spring, or summer term or twelve weeks, whichever is greater;

29 (2) For employees who have three or more years of continuous University service,
30 notice will be given by:

31 a. September 30 if employment will not be renewed ~~after-for~~ the next academic
32 year (e.g., notice given by September 30, 2022~~9~~ means no appointment in the 2023~~4~~-2024~~2~~
33 academic year).

34 b. January 31 if employment will not be renewed:

35 1. for 12-month employees, the next academic year (for example, notice
36 given by January 31, 2022 means no appointment in the 2022-2023 academic year;

37 2. for 9-month employees, after the next Fall. For example, notice given by
38 January 31, 2022 means no appointment after Fall 2022.

Notice by date (E&G 9- and 12-month employees)	Minimum notice period	Summer term availability
September 30	Until end of employment agreement (9-month: May 6 or 7 and 12-month: Aug 7)	Summer not available for 9-month employees
January 31	Until end of summer term (August 7) for 12-month; until	Yes -for 12-month employees; summer may

Commented [C1]: Article 13 has no relevance to Article 12.

Commented [CP2]: UFF Proposes separating out Auxiliary from C&G employment – BOT: In the last round of bargaining, AUX was moved from 12.2 that provided no notice. C&G and AUX funding are similar in that they are less stable sources than E&G funding.

Commented [CP3]: UFF proposed removing “if practicable” This language is necessary when funds are exhausted. Having one date and a minimum of 60 days reduces unnecessary notifications. (Utilize “if practicable” less if funding is not renewed)

Commented [C4]: 5 year timetable more reasonable for longer notice, lump all together rather than create two categories.

Commented [C5]: Only one category, no reason to have artificial division by duration of service.

Commented [CP6]: UFF proposes new language, making tenure-earning employees more protected. BOT prefers current language within the E&G appointment category. (Refer to 12.1=Art 15, tenure)

Commented [CP7]: UFF proposed a different bright line date. BOT response includes an additional bright line for clarity and flexibility.

	<u>end of fall for 9-month (usually Dec 21-23)</u>	<u>be available for 9-month employees</u>
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(d) An employee who is entitled to written notice of non-reappointment may make a written request for the basis for the decision not to reappoint within twenty days following receipt of such notice. Thereafter, the university's representative shall provide such statement within twenty days following receipt of such request. All such notices and statements are to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

12.3 Grievability. An employee who receives written notice of non-reappointment may, according to Article 20, Grievance Procedures, contest the decision because of an alleged violation of a specific term of the Agreement or because of an alleged violation of the employee's constitutional rights. Such grievances must be filed within thirty calendar days of receipt of the statement of the basis for the decision not to reappoint, or receipt of the notice of non-reappointment if no statement is requested.

12.4 Resignation. An employee who wishes to resign has the professional obligation, when possible, to provide the University with sufficient notice to avoid scheduling and classroom disruptions or, where the employee does not have an instructional assignment, four weeks' notice. Upon resignation, all consideration for tenure and reappointment shall cease.

12.5 Payout option. At the time of or following issuance of a notice of nonrenewal to any employee, the University may elect in its discretion to pay the employee for all or a portion of the notice period, as may be allowed under Florida law. If the University elects this option, it shall pay the employee an amount, less withholding, equal to the salary for that portion of the notice period which the University is paying out, and the employee's employment shall terminate immediately.

Commented [CP8]: UFF proposes eliminating or modifying this section to require an employee's consent for a payout before it may be implemented. This language must be here for offering payout to employees. BOT prefers SQ.