

1 *Article 24*
2 *BENEFITS*

3 24.1 Benefits and Benefit Improvements.

4 (a) Benefits are an important tool for attracting and retaining top quality faculty members.
5 The Board and UFF strive to offer competitive benefits.

6 (b) The BOT will maintain employer-funded benefits, including those for health care and
7 retirement, at or above the level provided as of July 1, 2015. In the event that the BOT must
8 change benefit provisions, the BOT and UFF will immediately commence negotiations over such
9 changes, and benefits shall be maintained as “status quo” until the successful conclusion of such
10 negotiations.

11 (c) The BOT shall provide a life insurance benefit for all faculty members. The insured
12 value shall be one and one-half (1.5) times the annual salary. This benefit shall be prorated for
13 part time employees.

14 (d) The Board and the UFF support legislation to provide adequate and affordable health
15 insurance to all faculty members.

16 24.2 Part-Time Faculty Members. Part-time faculty members, including those in positions
17 funded from Other Personal Services funds, may be entitled to employer-funded benefits under
18 the provisions of state law and the rules of the Department of Management Services. Part-time
19 faculty members should contact the Human Resources office to determine the nature and extent
20 of the benefits for which they are eligible.

21 24.3 Retirement Credit. Retirement credit for faculty members who are authorized to take
22 uncompensated or partially compensated leaves of absence shall be granted in accordance with
23 state law and the rules of the Division of Retirement as they may exist at the time leave is
24 granted. The current Florida Retirement System rules also require that to receive full retirement
25 credit, the faculty member on uncompensated or partially compensated leave must make
26 payment of the retirement contribution that would otherwise be made by the University, plus
27 interest, if applicable. Faculty members who are to take such a leave of absence should contact
28 the Human Resources office for complete information prior to taking the leave.

29 24.4 Benefits for Retired Faculty Members.

30 (a) Faculty members retired from the University shall be eligible, upon request, and on the
31 same basis as other faculty members, subject to University policies, to receive the following
32 benefits at the University:

- 33 (1) FSU identification card;
34 (2) Use of the University library (i.e., public rooms, lending and research service);
35 (3) Listing in the University directory;
36 (4) Placement on designated University mailing lists;
37 (5) A University parking permit;
38 (6) Use of University recreational facilities (retired faculty members may be charged
39 fees different from those charged to other employees for the use of such facilities);
40 (7) The right to enroll in courses without payment of fees, on a space available basis, in

1 accordance with the provisions of Section 1009.26(4), Florida Statutes;

2 (8) A mailbox in the department/unit from which the faculty member retired, subject to
3 space availability; and

4 (9) A University e-mail address and Internet access.

5 (b) In accordance with University policy, and on a space available basis, the University is
6 encouraged to grant a retired faculty member's request for office or laboratory space.

7 (c) With the exception of retirees who participated in the Optional Retirement Program,
8 retired faculty members of any state-administered retirement system are entitled to health
9 insurance subsidy payments in accordance with Section 112.363, Florida Statutes.

10 24.5 Public Employee Retirement Programs.

11 The Board and the UFF support legislation to provide comprehensive retirement programs
12 for all faculty members. Faculty members have the option of electing Florida Retirement System
13 (FRS) Pension Plan, Investment Plan, or choosing the Optional Retirement Plan (ORP). The
14 Deferred Retirement Option Program (DROP) is a retirement program within the FRS Pension
15 Plan that allows a faculty member to retire and have FRS benefits accumulate in the FRS Trust
16 Fund earning interest while the faculty member continues to work for up to five years. Newly
17 hired faculty members will receive retirement plan enrollment information from the Human
18 Resources department upon being hired at the University.

19 24.6 Optional Retirement Program.

20 (a) An Optional Retirement Program is provided for faculty members including the
21 following provisions:

22 (1) Faculty members who are in the collective bargaining unit and otherwise eligible
23 for membership in the Florida Retirement System.

24 (2) Any faculty member whose Optional Retirement Program eligibility results from
25 initial employment will be enrolled as a member of the Optional Retirement Program. If the
26 faculty member does not execute an annuity contract with an Optional Retirement Program
27 approved provider and notify the Division of Retirement in writing within 90 days, the faculty
28 member will be enrolled as a member of the Florida Retirement System.

29 (3) No accrued service credit or vested retirement benefits will be lost if a faculty
30 member participates in the Optional Retirement Program;

31 (4) Benefits under the Optional Retirement Program shall be fully and immediately
32 vested in the participating faculty members;

33 (5) The employer shall contribute to the Optional Retirement Program, on behalf of
34 each faculty member participating in the program, a percentage amount of the faculty member's
35 gross compensation, determined by the Legislature, less any reasonable and necessary amount,
36 as determined by the Legislature, which shall be provided to the Division of Retirement for
37 administering the program and for any other mandated purposes; and

38 (6) A participating faculty member may contribute to the Optional Retirement Program,
39 by salary reduction or deduction, a percentage amount of the faculty member's gross
40 compensation not to exceed the percentage amount contributed by the employer to the Optional
41 Retirement Program on behalf of the faculty member, but in no case may such contribution
42 exceed federal limitations.

1 (b) The parties agree to inform eligible faculty members regarding the existence and
2 impact of the Optional Retirement Program upon their retirement benefits.

3 (c) If the UFF is concerned with the performance of any aspect of the Optional Retirement
4 Program, whether administered by the Board or another state agency, the UFF has a right to
5 consult with the Board regarding such concern. As a result of such consultation, the parties may
6 agree to an approach to address the concern if it lies outside the Board's statutory authority.

7 24.7 Phased Retirement Program.

8 (a) Eligibility.

9 (1) Faculty members who have accrued at least six (6) years of creditable service in the
10 Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP),
11 except those faculty members referenced in 24.7(a)(2), are eligible to participate in the Phased
12 Retirement Program (PRP). Such eligibility shall expire on the faculty member's 63rd birthday.
13 Faculty members who decide to participate must provide written notice to the University of such
14 decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Faculty
15 members who choose to participate must retire with an effective date not later than 180 days, nor
16 less than ninety (90) days, after they submit such written notice, except that when the end of this
17 180 day period falls within a semester, the period may be extended to no later than the beginning
18 of the subsequent term (semester or summer, as appropriate).

19 (2) Faculty members not eligible to participate in the Phased Retirement Program
20 include those who have received notice of non-reappointment, layoff, or termination, and those
21 who participate in the State's Deferred Retirement Option Program (DROP).

22 (b) Program Provisions.

23 (1) All participants must retire and thereby relinquish all rights to tenure as described in
24 Article 15, except as stated otherwise in this Article. Participants' retirement benefits shall be
25 determined as provided under Florida Statutes and the rules of the Division of Retirement.

26 (2) Payment for Unused Leave. Participants shall, upon retirement, receive payment for
27 any unused annual leave and sick leave to which they are entitled.

28 (3) Re-employment.

29 a. Prior to re-employment, participants in the Phased Retirement Program must
30 remain off the University payroll for six (6) calendar months following the effective date of
31 retirement in order to validate their retirement, as required by the Florida Division of Retirement.
32 Participants must comply with the re-employment limitations that apply to the seventh through
33 twelfth month of retirement, pursuant to the provisions of either the Florida Retirement System
34 (which includes ORP) or the Teachers Retirement System, as appropriate.

35 b. Participants shall be offered re-employment, in writing, by the University under
36 an Other Personal Services (OPS) contract (NOTE: exceptions to this provision are described in
37 Section 24.7(b)(13)) for one-half of the academic year, however, the University and faculty
38 member may agree to less than one-half of the academic year. The written re-employment offer
39 shall contain the text of Section 24. 7(b)(3)d below.

40 c. Compensation during the period of re-employment shall be at a salary
41 proportional to the participant's salary prior to retirement.

42 d. Participants shall notify the University in writing regarding acceptance or
43 rejection of an offer of re-employment not later than thirty (30) days after the faculty member's
44 receipt of the written re-employment offer. Failure to notify the University regarding re-

1 employment may result in the faculty member's forfeiting re-employment for that academic
2 year.

3 (4) Leave for Illness/Injury.

4 a. Each participant shall be credited with five (5) days of leave with pay at the
5 beginning of each full-time semester appointment. For less than full-time appointments, the leave
6 shall be credited on a pro-rata basis with the assigned FTE. This leave is to be used in increments
7 of not less than four (4) hours (1/2 day) when the participant is unable to perform assigned duties
8 as a result of illness or injury of the participant or a member of the participant's immediate
9 family. For the purposes of this Section, immediate family shall include the participant's spouse,
10 mother, father, brother, sister, natural, adopted, or step child, or other relative living in the
11 participant's household.

12 b. Such leave may be accumulated; however, upon termination of the post-
13 retirement re-employment period, the participant shall not be reimbursed for unused leave.

14 (5) Personal Non-Medical Leave.

15 a. Each participant who was on a twelve (12) month appointment upon entering
16 the Phased Retirement Program and whose assignment during the period of re-employment is the
17 same as that during the twelve (12) month appointment shall be credited with five (5) days of
18 leave with pay at the beginning of each full-time semester appointment. This leave is to be used
19 in increments of not less than four (4) hours (1/2 day) for personal reasons unrelated to illness or
20 injury. Except in the case of emergency, the faculty member shall provide at least two (2) days
21 notice of the intended leave. Approval of the dates on which the faculty member wishes to take
22 such leave shall be at the discretion of the supervisor and shall be subject to the consideration of
23 departmental and organizational scheduling.

24 b. Such leave shall not be accumulated, nor shall the participant be reimbursed for
25 unused leave upon termination of the post-retirement period.

26 (6) Re-employment Period.

27 a. The period of re-employment obligation shall extend over five (5) consecutive
28 academic years, beginning with the academic year next following the date of retirement. No
29 further notice of cessation of employment is required.

30 b. The period of re-employment obligation shall not be shortened by the
31 University, except under the provisions of Article 16 of the Agreement. During the period of re-
32 employment, participants are to be treated, based on status at point of retirement, as tenured
33 faculty members or non-tenure-earning faculty members with five (5) or more years of
34 continuous service, as appropriate, for purposes of Sections 13.2(a) and (b) of the Agreement.

35 (7) Declining Re-employment. A participant may decline an offer of reemployment
36 during any academic year. Such a decision shall not extend the period of re-employment beyond
37 the period described in Section 24.7(b)(6). At the conclusion of the re-employment period, the
38 University may, at its option, continue to re-employ participants in this program on a year-to-
39 year basis.

40 (8) Salary Increases. Participants shall receive all increases guaranteed to faculty
41 members in established positions, in an amount proportional to their part-time appointment, and
42 shall be eligible for non-guaranteed salary increases on the same basis as other faculty members.

43 (9) Preservation of Rights. Participants shall retain all rights, privileges, and benefits of
44 employment, as provided in laws, rules, this Agreement, and University policies, subject to the
45 conditions contained in this Article.

46 (10) Payroll Deductions. The UFF payroll deductions, as specified in Article 25, if

1 applicable, shall be continued for a program participant during each reemployment period.

2 (11) Contracts and Grants. Nothing shall prevent the employer or the participant,
3 consistent with law and rule, from supplementing the participant's employment with contracts or
4 grants.

5 (12) The decision to participate in the Phased Retirement Program is irrevocable after
6 the required approval document has been executed by all parties.

7 (13) OPS Exception. The provisions for re-employment on an OPS contract are in effect
8 only for new PRP participants whose initial re-employment occurs during the 1992-93 academic
9 year or thereafter.

10 (c) PRP Information Document. The parties agree to jointly develop written information
11 describing the current provisions of the Phased Retirement Program in the Agreement. The
12 University shall distribute this written information to faculty members and the UFF Chapter,
13 upon request.

14 24.8 Free University Courses for Faculty Members and/or Dependents. Full-time faculty
15 members, including faculty members on sabbaticals or on professional development or grants-in-
16 aid leave, may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or
17 Summer) without payment of tuition and fees on a space available basis. The entitlement may be
18 used by the faculty member or her or his dependents, subject to the restrictions listed in (a)
19 through (f), below.

20 (a) Each faculty member may utilize no more than a total of six (6) credit hours per
21 semester.

22 (b) The six (6) credit hours of instruction per semester may be utilized by the faculty
23 member for undergraduate or graduate credit, subject to the restrictions listed in (f), below.

24 (c) The faculty member's dependents may utilize some or all of the six (6) credit hours.
25 The dependent may utilize the credit for graduate or undergraduate credit, subject to the
26 restrictions listed in (e) and (f), below.

27 (d) For purposes of this program, a "dependent" is a spouse, any natural, adopted, or
28 stepchild of the faculty member, or any other child for whom the faculty member is a legal
29 guardian, under the age of twenty-five (25) as of the first day of classes for the semester. A
30 natural, adopted, or step child, or any other child for whom the faculty member is a legal
31 guardian, over the age of twenty-five (25), as long as that child is claimed as a dependent on the
32 faculty member's federal tax return or the faculty member pays for more than 50% of that child's
33 support, as defined by the Internal Revenue Code, is also a dependent for purposes of this
34 program. Special circumstances that suggest consideration of a case not fitting the above
35 definition of "dependent" should be presented to the Director of Human Resources.

36 (e) The faculty member's dependent may not register for more than three (3) graduate credit
37 hours per semester.

38 (f) The faculty member or dependent may not use this program for directed studies,
39 practica, internships, music and theater performance, continuing education, and other one-on-one
40 course situations, such as theses and dissertations.

1 | 24.9 Employee Assistance Program. The Board encourages the University to expand its
2 | existing Employee Assistance Program (EAP), to include assessment, referral, follow-up
3 | consultation, short-term counseling, and other services for employees with personal, family, job
4 | stress, or substance abuse problems. Any policies created or revised by the University in the
5 | development or operation of its EAP shall be discussed in consultation with the local UFF
6 | Chapter.

7 | 24.10 Pre-tax Benefits Program. The Board shall continue to provide a pre-tax benefits program
8 | for salaried faculty members which includes the opportunity to: (1) pay for their state insurance
9 | premiums on a pre-tax basis and, (2) utilize flexible spending accounts for medical and
10 | dependent care expenses.

11 | 24.11 Bereavement Leave.

12 | (a) In the event of a death in the immediate family of a faculty member, the faculty
13 | member is entitled to two (2) days paid bereavement leave to attend to necessary arrangements
14 | and appropriate observances

15 | (b) Nothing in Section 24.11 is intended to preclude faculty members from exercising
16 | additional leave rights provided elsewhere in this agreement, including the use of unpaid leave,
17 | in association with bereavement.

18 | 24.12 Environmental Incentives. <TBD>