

ARTICLE 29

BENEFITS

WHAT CHANGES ARE PROPOSED

- Added "Health and retirement benefits shall not be reduced for the duration of this agreement."

WHY THE CHANGES ARE IMPORTANT

- Provides for stability and continuity of faculty benefits.

ARTICLE 29
BENEFITS

29.X Health and retirement benefits shall not be reduced for the duration of this agreement.

29.1 Benefits Improvements. The Board of Trustees and UFF support legislation to provide adequate and affordable health insurance to all faculty members.

29.2 Part-Time Faculty. Part-time faculty members, except those in positions funded from Other Personal Services funds, are entitled to employer-funded benefits under the provisions of State law and the rules of the Department of Management Services and the Division of Retirement. Part-time faculty members should contact the Office of Human Resources to determine the nature and extent of the benefits for which they are eligible.

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

29.4 Benefits for Retired Faculty Members.

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

- (1) Retired faculty member identification card;
- (2) Use of the University library (i.e., public rooms, lending and research service);
- (3) Listing in the University directory;
- (4) Placement on designated University mailing lists;
- (5) Parking at the University¹;

¹ Retired faculty members may obtain a daily parking pass at no cost by presenting his or her retired faculty ID card at the parking booth located on the University campus near the Kernan Boulevard entrance, at the corner of UNF Drive and Alumni Drive.

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- 41 (6) Use of University recreational facilities (retired faculty members may be
- 42 charged fees different from those charged to other faculty members for the
- 43 use of such facilities);
- 44
- 45 (7) The right to enroll in courses without payment of fees, on a space available
- 46 basis, in accordance with the provisions of Section 1009.26(4), Florida
- 47 Statutes; and
- 48
- 49 (8) A mailbox in the department/unit from which the faculty member retired,
- 50 subject to space availability.
- 51
- 52 (9) University e-mail address.
- 53
- 54 (b) In accordance with University policy, and on a space available basis, the University
- 55 is encouraged to grant a retired faculty member's request for office or laboratory
- 56 space.
- 57
- 58 (c) With the exception of retirees who participated in the Optional Retirement Program
- 59 and for whom provisions have been made, as stipulated in Section 29.5(a)(5) of this
- 60 Agreement, retired employees of any State-administered retirement system are
- 61 entitled to health insurance subsidy payments in accordance with Section 112.363,
- 62 Florida Statutes.
- 63
- 64 29.5 Optional Retirement Program.
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- 66 (a) An Optional Retirement Program is provided for faculty member who are employed
- 67 for no less than one academic year including the following provisions:
- 68
- 69 (1) Faculty and A&P employees who are in the collective bargaining unit and
- 70 otherwise eligible for membership in the Florida Retirement System.
- 71
- 72 (2) Any faculty member whose Optional Retirement Program eligibility results
- 73 from initial employment shall be enrolled as a member of the Optional
- 74 Retirement Program. If the faculty member does not execute an annuity
- 75 contract with an Optional Retirement Program approved provider and notify
- 76 the Division of Retirement in writing within 90 days, the faculty member
- 77 shall be enrolled as a member of the Florida Retirement System.
- 78
- 79 (3) No accrued service credit or vested retirement benefits shall be lost if a
- 80 faculty member participates in the Optional Retirement Program;
- 81
- 82 (4) Benefits under the Optional Retirement Program shall be fully and

83 immediately vested in the participating faculty members;

84
85 (5) The University shall contribute to the Optional Retirement Program, on
86 behalf of each faculty member participating in the program, an amount
87 equal to the normal cost portion of the University's contribution to the
88 Florida Retirement System, as well as an amount equal to the University's
89 contribution to the Retiree Health Insurance Subsidy program on behalf of
90 non-Optional Retirement participants (see Section 112.363(8), Florida
91 Statutes), less a reasonable and necessary amount, as determined by the
92 Legislature, which shall be provided to the Division of Retirement for
93 administering the program; and

94
95 (6) A participating faculty member may contribute to the Optional Retirement
96 Program, by salary reduction or deduction, a percentage amount of the
97 faculty member's gross compensation not to exceed the percentage amount
98 contributed by the University to the Optional Retirement Program, but in no
99 case may such contribution exceed federal limitations.

100
101 (b) The parties agree to inform eligible faculty members regarding the existence and
102 impact of the Optional Retirement Program upon their retirement benefits.

103
104 (c) If the UFF is concerned with the performance of any aspect of the Optional
105 Retirement Program, whether administered by the Board of Trustees or another
106 State agency, the UFF has a right to consult with the Trustees regarding such
107 concern. As a result of such consultation, the parties may agree to an approach to
108 address the concern if it lies outside the Board's statutory authority.

109
110 29.6 Phased Retirement Program.

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112 (a) Eligibility.

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114 (1) Faculty members who have accrued at least six (6) years of creditable
115 service in the Florida or Teachers Retirement System (FRS, TRS) or
116 Optional Retirement Program (ORP), except those faculty members
117 referenced in 29.6(a)(2), are eligible to participate in the Phased Retirement
118 Program. Such eligibility shall expire on the faculty member's 63rd
119 birthday. Faculty members who decide to participate must provide written
120 notice to the University of such decision prior to the expiration of their
121 eligibility, or thereafter forfeit such eligibility. Faculty members who
122 choose to participate must retire with an effective date not later than 180
123 days, nor less than ninety (90) days, after they submit such written notice,
124 except that when the end of this 180 day period falls within a semester, the
125 period may be extended to no later than the beginning of the subsequent

- 126 term (semester or summer, as appropriate).
127
- 128 (2) Faculty members not eligible to participate in the Phased Retirement
129 Program include those who have received notice of non-reappointment,
130 layoff, or termination, and those who participate in the State's Deferred
131 Retirement Option Program (DROP).
132
- 133 (b) Program Provisions.
134
- 135 (1) All participants must retire and thereby relinquish all rights to tenure as
136 described in the Tenure Article, except as stated otherwise in this Article.
137 Participants' retirement benefits shall be determined as provided under
138 Florida Statutes and the rules of the Division of Retirement.
139
- 140 (2) Payment for Unused Leave. Participants shall, upon retirement, receive
141 payment for any unused annual leave and sick leave to which they are
142 entitled.
143
- 144 (3) Re-employment.
145
- 146 a. Prior to re-employment, participants in the Phased Retirement
147 Program must remain off the University payroll for six months
148 following the effective date of retirement in order to validate their
149 retirement, as required by the Florida Division of Retirement.
150 Participants must comply with the re-employment limitations that
151 apply to the seventh through twelfth month of retirement, pursuant
152 to the provisions of either the Florida Retirement System (which
153 includes ORP) or the Teachers Retirement System, as appropriate.
154
- 155 b. Participants shall be offered re-employment, in writing, by the
156 University under an Other Personal Services (OPS) contract
157 (NOTE: exceptions to this provision are described in Section
158 29.6(b)(13) for one-half of the academic year, however, the
159 University and faculty member may agree to less than one-half of
160 the academic year. The written re-employment offer shall contain
161 the text of Section 29.6(b)(3)d. below.
162
- 163 c. Compensation during the period of re-employment shall be at a
164 salary proportional to the participant's salary prior to retirement,
165 including an amount comparable to the pre-retirement employer
166 contribution for health and life insurance and an allowance for any
167 taxes associated with this amount. The assignment shall be
168 scheduled within one (1) semester unless the participant and the

169 University agree otherwise, beginning with the academic year next
170 following the date of retirement and subject to the condition outlined
171 in (3)a.
172

173 d. Participants shall notify the University in writing regarding
174 acceptance or rejection of an offer of re-employment not later than
175 thirty (30) days after the faculty member's receipt of the written re-
176 employment offer. Failure to notify the University regarding re-
177 employment may result in the faculty member's forfeiting re-
178 employment for that academic year.
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180 (4) Leave for Illness/Injury.
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182 a. Each participant shall be credited with five (5) days of leave with
183 pay at the beginning of each full-time semester appointment. For
184 less than full-time appointments, the leave shall be credited on a pro-
185 rata basis with the assigned FTE. This leave is to be used in
186 increments of not less than four (4) hours (1/2 day) when the
187 participant is unable to perform assigned duties as a result of illness
188 or injury of the participant or a member of the participant's
189 immediate family. For the purposes of this Section, immediate
190 family shall include the participant's spouse, mother, father, brother,
191 sister, natural, adopted, or step-child, or other relative living in the
192 participant's household.
193

194 b. Such leave may be accumulated; however, upon termination of the
195 post-retirement re-employment period, the participant shall not be
196 reimbursed for unused leave.
197

198 (5) Personal Non-Medical Leave.
199

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

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- b. Such leave shall not be accumulated, nor shall the participant be reimbursed for unused leave upon termination of the post-retirement period.
- (6) Re-employment Period.
 - a. The period of re-employment obligation shall extend over five (5) consecutive academic years, beginning with the academic year next following the date of retirement. No further notice of cessation of employment is required.
 - b. The period of re-employment obligation shall not be shortened by the University, except under the provisions of Section 29.6(b)(7)b. of this article, and the provisions of the Disciplinary Action and Job Abandonment Article of the Agreement. During the period of re-employment, participants are to be treated, based on status at point of retirement, as tenured faculty members or non-tenure-earning faculty members with five (5) or more years of continuous service, as appropriate, for purposes of Sections 33.2(a) and (b) of the Agreement.
- (7) Declining Re-employment.
 - a. A participant may decline an offer of re-employment during any academic year. Such a decision shall not extend the period of re-employment beyond the period described in Section 29.6(6)a. At the conclusion of the re-employment period, the University may, at its option, continue to re-employ participants in this program on a year-to-year basis.
 - b. The University relies upon the acceptance of offers of re-employment to plan staffing levels. In the event that a participant either fails to complete an assignment he or she has accepted (except for extenuating circumstances beyond the faculty member's control), or does not accept an assignment for two (2) consecutive academic years, the participant's period of re-employment shall cease unless the University, in its sole discretion, determines that the continuation of the period of re-employment is in the best interests of the University.
- (8) Salary Increases. Participants shall receive all increases guaranteed to faculty members in established positions, in an amount proportional to their

- 255 part-time appointment, and shall be eligible for non-guaranteed salary
256 increases on the same basis as other faculty members.
257
- 258 (9) Preservation of Rights. Participants shall retain all rights, privileges, and
259 benefits of employment, as provided in laws, rules, the Board of Trustees-
260 UFF Agreement, and University policies, subject to the conditions
261 contained in this Article.
262
- 263 (10) Payroll Deductions. The UFF payroll deductions, as specified in Article 5,
264 if applicable, shall be continued for a program participant during each re-
265 employment period.
266
- 267 (11) Contracts and Grants. Nothing shall prevent the University Administration
268 or the participant, consistent with law and rule, from supplementing the
269 participant's employment with contracts or grants.
270
- 271 (12) The decision to participate in the Phased Retirement Program is irrevocable
272 after the required approval document has been executed by all parties.
273
- 274 (13) OPS Exception. The provisions for re-employment on an OPS contract are
275 in effect only for new PRP participants whose initial re-employment occurs
276 during the 1992-93 academic year or thereafter.
277
- 278 (c) PRP Information Document. The parties agree to jointly develop written
279 information describing the current provisions of the Phased Retirement Program in
280 the Agreement. The Board of Trustees shall distribute this written information to
281 the Office of Human Resources and the UFF-UNF Chapter, upon request.
282
- 283 29.7 Free University Courses for Faculty: Full-time faculty members, including those on
284 sabbaticals or on professional development or grants-in-aid leave, may enroll for up to six (6)
285 credit hours of instruction per term (Fall, Spring, or Summer) without payment of tuition and fees
286 at the University on a space available basis.
287
- 288 29.8 Employee Assistance Programs. The Board of Trustees encourages the University to
289 expand its existing Employee Assistance Program (EAP) to include assessment, referral, follow-
290 up consultation, short-term counseling, and other services for faculty members with personal,
291 family, job stress, or substance abuse problems. Any policies created or revised by the University
292 in the development or operation of its EAP shall be discussed in consultation with the UFF-UNF
293 Chapter.
294
- 295 29.9 Pre-tax Benefits Program. The University shall continue to provide a pre-tax benefits
296 program for salaried faculty members at the University which includes the opportunity to: (1) pay
297 for their State insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts

UFF-UNF BOT Negotiations

UFF Proposal

September 1, 2017

298 for medical and dependent care expenses.

299

300 29.10 Parking. Each faculty member hired on or before the beginning of the 2014 fall term, who

301 remains employed by the University as of September 5, 2014, shall be provided a \$95

302 transportation stipend to be paid in the September 5, 2014 paycheck.

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