

**ARTICLE 31
BENEFITS**

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

31.2 **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.

31.3 **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.

31.4 **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 University²⁷;
 - (6) Use of University recreational facilities (retired faculty members may be charged fees different from those charged to other faculty members for the use of such facilities);
 - (7) The right to enroll in courses without payment of fees, on a space

²⁷ 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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available basis, in accordance with the provisions of Section 1009.26(4), Florida Statutes; and

- (8) A mailbox in the department/unit from which the faculty member retired, subject to space availability.
 - (9) University e-mail address.
- (b) In accordance with University policy, and on a space available basis, the University is encouraged to grant a retired faculty member's request for office or laboratory space.
- (c) With the exception of retirees who participated in the Optional Retirement Program and for whom provisions have been made, as stipulated in Section 31.5(a)(5) of this Agreement, retired employees of any State-administered retirement system are entitled to health insurance subsidy payments in accordance with Section 112.363, Florida Statutes.

31.5 **Optional Retirement Program.**

- (a) An Optional Retirement Program is provided for faculty member who are employed for no less than one academic year including the following provisions:
- (1) Faculty and A&P employees who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System.
 - (2) Any faculty member whose Optional Retirement Program eligibility results from initial employment shall be enrolled as a member of the Optional Retirement Program. If the faculty member does not execute an annuity contract with an Optional Retirement Program approved provider and notify the Division of Retirement in writing within 90 days, the faculty member shall be enrolled as a member of the Florida Retirement System.
 - (3) No accrued service credit or vested retirement benefits shall be lost if a faculty member participates in the Optional Retirement Program;
 - (4) Benefits under the Optional Retirement Program shall be fully and immediately vested in the participating faculty members;
 - (5) The University shall contribute to the Optional Retirement Program, on behalf of each faculty member participating in the program, an amount equal to the normal cost portion of the University's contribution to the Florida Retirement System, as well as an amount equal to the University's contribution to the Retiree Health Insurance Subsidy program on behalf of non-Optional Retirement participants (see Section 112.363(8), Florida

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Statutes), less a reasonable and necessary amount, as determined by the Legislature, which shall be provided to the Division of Retirement for administering the program; and

- (6) A participating faculty member may contribute to the Optional Retirement Program, by salary reduction or deduction, a percentage amount of the faculty member's gross compensation not to exceed the percentage amount contributed by the University to the Optional Retirement Program, but in no case may such contribution exceed federal limitations.
- (b) The parties agree to inform eligible faculty members regarding the existence and impact of the Optional Retirement Program upon their retirement benefits.
- (c) If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, whether administered by the Board of Trustees or another State agency, the UFF has a right to consult with the Trustees regarding such concern. As a result of such consultation, the parties may agree to an approach to address the concern if it lies outside the Board's statutory authority.

31.6 Phased Retirement Program.

(a) Eligibility.

- (1) Faculty members who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those faculty members referenced in 31.6(a)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the faculty member's 63rd birthday. Faculty members who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Faculty members who choose to participate must retire with an effective date not later than 180 days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).
- (2) Faculty members not eligible to participate in the Phased Retirement Program include those who have received notice of non-reappointment, layoff, or termination, and those who participate in the State's Deferred Retirement Option Program (DROP).

(b) Program Provisions.

- (1) All participants must retire and thereby relinquish all rights to tenure as described in the Tenure Article, except as stated otherwise in this Article.

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Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.

- (2) **Payment for Unused Leave.** Participants shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.
- (3) **Re-employment.**
 - a. Prior to re-employment, participants in the Phased Retirement Program must remain off the University payroll for six months following the effective date of retirement in order to validate their retirement, as required by the Florida Division of Retirement. Participants must comply with the re-employment limitations that apply to the seventh through twelfth month of retirement, pursuant to the provisions of either the Florida Retirement System (which includes ORP) or the Teachers Retirement System, as appropriate.
 - b. Participants shall be offered re-employment, in writing, by the University under an Other Personal Services (OPS) contract (NOTE: exceptions to this provision are described in Section 31.6(b)(13) for one-half of the academic year, however, the University and faculty member may agree to less than one-half of the academic year. The written re-employment offer shall contain the text of Section 31.6(b)(3)d. below.
 - c. Compensation during the period of re-employment shall be at a salary proportional to the participant's salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for health and life insurance and an allowance for any taxes associated with this amount. The assignment shall be scheduled within one (1) semester unless the participant and the University agree otherwise, beginning with the academic year next following the date of retirement and subject to the condition outlined in (3)a.
 - d. Participants shall notify the University in writing regarding acceptance or rejection of an offer of re-employment not later than thirty (30) days after the faculty member's receipt of the written re-employment offer. Failure to notify the University regarding re-employment may result in the faculty member's forfeiting re-employment for that academic year.
- (4) **Leave for Illness/Injury.**
 - a. Each participant shall be credited with five (5) days of leave with

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

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

(5) **Personal Non-Medical Leave.**

- a. Each participant who was on a twelve (12) month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the twelve (12) month appointment shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. This leave is to be used in increments of not less than four (4) hours (1/2 day) for personal reasons unrelated to illness or injury. Except in the case of emergency, the faculty member shall provide at least two (2) days notice of the intended leave. Approval of the dates on which the faculty member wishes to take such leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling.
- 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 31.6(b)(7)b. of this article, and the provisions of the Disciplinary Action and Job Abandonment Article of the Agreement. During the period of

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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 35.2(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 31.6(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 part-time appointment, and shall be eligible for non-guaranteed salary increases on the same basis as other faculty members.
- (9) **Preservation of Rights.** Participants shall retain all rights, privileges, and benefits of employment, as provided in laws, rules, the Board of Trustees-UFF Agreement, and University policies, subject to the conditions contained in this Article.
- (10) **Payroll Deductions.** The UFF payroll deductions, as specified in Article 5, if applicable, shall be continued for a program participant during each re-employment period.
- (11) **Contracts and Grants.** Nothing shall prevent the University Administration or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.
- (12) The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.

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

(c) **PRP Information Document.** The parties agree to jointly develop written information describing the current provisions of the Phased Retirement Program in the Agreement. The Board of Trustees shall distribute this written information to the Office of Human Resources and the UFF-UNF Chapter, upon request.

31.7 **Free University Courses for Faculty:** Full-time faculty members, including those on sabbaticals or on professional development or grants-in-aid leave, may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or Summer) without payment of tuition and fees at the University on a space available basis.

31.8 **Employee Assistance Programs.** The Board of Trustees encourages the University to expand its existing Employee Assistance Program (EAP) to include assessment, referral, follow-up consultation, short-term counseling, and other services for faculty members with personal, family, job stress, or substance abuse problems. Any policies created or revised by the University in the development or operation of its EAP shall be discussed in consultation with the UFF-UNF Chapter.

31.9 **Pre-tax Benefits Program.** The University shall continue to provide a pre-tax benefits program for salaried faculty members at the University which includes the opportunity to: (1) pay for their State insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts for medical and dependent care expenses.

31.10 **Parking.** Each faculty member hired on or before the beginning of the 2018 fall term, who remains employed by the University as of September 14, 2018, shall be provided a \$95 transportation stipend to be paid in the September 14, 2018 paycheck.