

**ARTICLE 28**  
**BENEFITS**

**28.1 Policy.**

(a) The Trustees shall attempt, within the funding available, to provide faculty with benefits comparable to those provided by the top-ranked public research universities in the United States.

(b) The Trustees and UFF support legislation and administrative practices to provide adequate and affordable pre-tax and post-tax benefits to all faculty members.

**28.2 Part-Time Faculty Members.** 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, as well as UF supplemental insurance plans.

**28.3 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 under the defined benefit plan, the faculty member on uncompensated leave must make payment of the retirement contribution that would otherwise be made by the Trustees, plus interest, if applicable. Faculty members who are to take such a leave of absence should contact the Human Resource Services office for complete information prior to taking the leave.

**28.4 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 policies under this Agreement, to receive the following benefits:

- (1) Retired employee 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) A University parking decal;
- (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 available basis, in accordance with the provisions of Section 290.235(3), 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.

(10) A Gatorlink account.

(11) All eligible retirees may elect to continue to participate in the State-administered insurance plans. Retired faculty members of any State-administered retirement system are entitled to health insurance subsidy payments in accordance with Section 112.363, Florida Statutes, with the exception of retirees who participated in the Optional Retirement Program and are covered under the provisions stipulated in Section 28.5(a), below.

(b) Health Insurance Premiums.

(1) Retired faculty members have the option of remaining in the health insurance plans offered by the Trustees after retirement governed by eligibility criteria from the State of Florida.

#### 28.5 Optional Retirement Program.

(a) An Optional Retirement Program is provided for faculty members who are employed for no less than one academic year including the following provisions:

(1) Faculty members 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 will 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 will be enrolled as a member of the Florida Retirement System.

(3) No accrued service credit or vested retirement benefits will 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 employer 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 employer's contribution to the Florida Retirement System, as well as an amount equal to the employer's contribution to the Retiree Health Insurance Subsidy program on behalf of non-Optional Retirement participants (see Section 112.363(8), Florida 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 employer to the Optional Retirement Program, but in no case may such contribution exceed federal limitations.

(b) The Trustees shall 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, the UFF has a right to consult with the designee of 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 Trustees' statutory authority.

#### 28.6 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 28.6(a)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the faculty member's 65<sup>th</sup> birthday. Faculty members who decide to participate must provide written notice to the Trustees or designees 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, those who participate in the State's Deferred Retirement Option Program (DROP), and Developmental Research School (DRS) faculty members.

(b) Program Provisions.

(1) All participants must retire and thereby relinquish all rights to tenure/permanent status as described in Article 19, except as stated otherwise in this Article. 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 State payroll for one (1) calendar month 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 second 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 Trustees under an Other Personal Services (OPS) contract (NOTE: exceptions to this provision are described in Section 28.6(b)) for one-half of the academic year, however, the Trustees and the faculty member may agree to less than one-half of the academic year. The written re-employment offer shall contain the text of Section 28.6(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 Trustees or designee 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 Trustees' designee 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 Trustees regarding re-employment may result in the faculty member's forfeiting re-employment for that academic year.

(4) Leave for Illness/Injury. Each participant shall be credited with five (5) days of leave with 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 ( $\frac{1}{2}$  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. An "immediate family member" shall be defined as a faculty member's spouse, domestic partner, great-grandparent, grandparent, parent, brother, sister, child, grandchild, great-grandchild, or the great-grandparent, grandparent, parent, brother, sister, child, grandchild, great-grandchild of the faculty member's spouse or domestic partner, or the spouse or domestic partner of any of them. An "immediate family member" shall also include an individual for whom the faculty member, domestic partner, or spouse is the current legal guardian or holds medical power-of-attorney, or other dependent or relative who lives in the faculty member's household.

(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 ( $\frac{1}{2}$  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 Trustees, except under the provisions of Article 30 of the Agreement. During the period of re-employment, participants are to be treated, based on status at point of retirement, as tenured/permanent status faculty members or non-tenure-earning/non-permanent status faculty members with five (5) or more years of continuous service, as appropriate, for purposes of Sections 33.2(a)–(c) of the Agreement.

(7) Declining Re-employment. 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 28.6(5)b. At the conclusion of the re-employment period, the Trustees may, at their option, continue to re-employ participants in this program on a year-to-year basis.

(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, this 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 employer 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.

## 28.7 Insurance.

(a) The Trustees shall provide to faculty members insurance programs with benefits under the provisions of State law and the rules of the Department of Management Services and the Division of Retirement.

(b) Faculty members and members of their immediate family who were eligible for health care coverage under plans offered as of the beginning of the Spring 2008 semester shall remain eligible for that coverage under terms no more restrictive than those in effect as of that

time, except when differences are mandated by law.

(c) New program offerings or the reduction or elimination of existing programs shall be the subject of a formal consultation with the UFF, pursuant to Article 6, Consultation, prior to the implementation of any such changes.

(d) Neither the Trustees nor the UFF shall interpret the provisions in Section 28.7 as waiving, nor shall they in any way be deemed to waive, any rights either party may have to bargain with respect to the impact of any change in program offerings.

28.8 Free University Courses for Faculty members. Full-time faculty members, including faculty members on sabbaticals or on professional development or grants-in-aid leave, may enroll under the provisions of Section 26.5 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.

28.9 Employee Assistance Programs. The Trustees supports 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 local UFF Chapter.

28.10 Pre-tax Benefits Programs. The Trustees shall continue to provide pre-tax benefits programs for salaried faculty members that shall include but not be limited to 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.