

## **ARTICLE 24**

### ***BENEFITS***

**24.1 Benefits Improvements.** The University and UFF support legislation to provide adequate and affordable health insurance to all employees.

**24.2 Part-Time Employees.** Part-time employees, except those in positions funded from Other Personal Services (OPS) funds, are entitled to employer-funded benefits under the provisions of State law and the rules of the Department of Management Services. Part-time employees should contact the Human Resources office to determine the nature and extent of the benefits for which they are eligible.

**24.3 Retirement Credit.** Retirement credit for employees 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 employee 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. Employees who are to take such a leave of absence should contact the personnel office at their university for complete information prior to taking the leave.

#### **24.4 Benefits for Retirees.**

(a) Employees who retire from the University shall be eligible, upon request, and on the same basis as employees, subject to University policies, to receive the following benefits at the University from which they retired.

- (1) Retiree 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 (retirees may be charged fees different from those charged to other employees for the use of such facilities);
- (7) The ability to enroll in courses at the University without payment of fees, on a space available basis, subject to the provisions of Florida Statutes;
- (8) A mailbox in the department/unit from which they retired, subject to space availability; and
- (9) University sponsored e-mail address. The University shall forward e-mails from the employee e-mail account (name@ucf.edu) to the retiree's e-mail account for 9 24 months.

(b) In accordance with University policy, and on a space available basis, the University is encouraged to grant a retiree'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 24.5(a)(5) of this Agreement, retirees of any State-administered retirement system are entitled to health insurance subsidy payments in accordance with Section 112.363, Florida Statutes.

#### **24.5 Optional Retirement Program.**

(a) An Optional Retirement Program is provided for employees 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 employee whose Optional Retirement Program eligibility results from initial employment will be enrolled as a member of the Optional Retirement Program. If the employee 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 employee will be enrolled as a member of the Florida Retirement System.

(3) No accrued service credit or vested retirement benefits will be lost if an employee participates in the Optional Retirement Program;

(4) Benefits under the Optional Retirement Program shall be fully and immediately vested in the participating employees;

(5) The employer shall contribute to the Optional Retirement Program, on behalf of each employee 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 121.35, 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 employee may contribute to the Optional Retirement Program, by salary reduction or deduction, a percentage amount of the employee'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 parties agree to inform eligible employees 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 University or another State agency, the UFF has a right to consult with the president or president's representative 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 University's statutory authority.

(d) The parties agree that the Optional Retirement Program and the Florida Retirement System are governed by Florida Statutes and regulations of the responsible division of state government. The parties agree to be bound by any changes in those statutes and regulations, regardless of whether such changes increase or decrease benefits to employees. If a change in statutes or regulations decreases benefits to employees the parties shall enter into immediate negotiations to ~~address~~ redress the change.

**24.6 Phased Retirement Program.** The UCF Phased Retirement Program (PRP) allows eligible employees to transition to retirement while their department or unit benefits from their effort and experience. The PRP is voluntary and provides reduced duties for one to five years at commensurate compensation. Eligible employees may elect annually to participate in the PRP.

(a) Eligibility.

(1) Employees who have accrued at least six (6) years of creditable service, prior to 2011, or eight (8) years after 2011, in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those who have received notice of non-reappointment, layoff, or termination, and those who participate in the State's Deferred Retirement Option Program (DROP). Such eligibility shall expire on the employee's 67th birthday.

(2) Employees who choose to participate must submit written notice of intent to retire 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).

(b) Program Provisions. All participants must retire and thereby relinquish all rights to tenure as described in Article 15, 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.

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

(2) Re-employment.

a. Prior to re-employment, participants in the Phased Retirement Program must remain off the State or University payroll for six full calendar months following the effective date of retirement to validate their retirement, as required by the Florida Division of Retirement. The effective date of retirement for employees in the ORP begins when her or his investment company processes their retirement distribution.

b. 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.

c. Participants shall be offered re-employment, in writing, by the University for a period of at least one but not greater than five academic years, at either 0.75 or 0.5 FTE initially and 0.5 FTE in the final year. The FTE in each year of the PRP will be specified in advance of the re-employment period. Assigned duties may be limited to a single semester (e.g., i.e., 1.0 FTE in one semester and no assigned duties in the other semester) or be distributed across semesters (e.g., i.e., 0.5 FTE in both semesters).

d. 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.

e. 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 employee's receipt of the written re-employment offer.

(3) Leave for Illness/Injury.

a. 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.

b. Such leave may be accumulated; however, it may not be used for participation in the Sick Leave Pool, and upon termination of the post-retirement re-employment period, the participant shall not be reimbursed for unused leave.

(4) 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. Except in the case of emergency, the employee shall provide at least two (2) days' notice of the intended leave. Approval of the dates on which the employee 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.

(5) Re-employment Period.

a. The period of re-employment obligation shall extend over two to five 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 university shall not shorten the period of re-employment obligation nor reduce the annual FTE assignment, except under the provisions of Articles 16 and 17.10 of the Agreement. During the period of re-employment, participants are to be treated, based on status at point of retirement, as tenured employees or non-tenure-earning employees with five or more years of continuous service, as appropriate, for purposes of Sections 13.2(a) and (b) of the Agreement.

c. 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.

(6) Declining Re-employment.

a. A participant may decline an offer of re-employment during any academic year. However, the participant has a professional obligation to notify the University of such a decision sufficiently in advance of the participant's anticipated start date. Such a decision shall not extend the period of re-employment beyond the period described in Section 24.6(5)a.

b. Similarly, the participant has the professional obligation, following acceptance of an offer of re-employment, to provide reasonable and sufficient notice of changed circumstances and/or intentions to the effect that the participant will not be honoring the re-employment acceptance. Failure to provide reasonable and sufficient notice shall result in the participant's termination from the PRP and all rights provided therein. For these purposes, two months shall be deemed reasonable and sufficient. Where, due to the lateness of an offer of re-employment, two months are not available, then one-half the period of time between the offer and the anticipated start date shall be deemed reasonable and sufficient.

c. Resignation. A participant who wishes to terminate his/her PRP re-employment contract prior to the end of the contract ending date, has the professional obligation, when possible, to provide the University with sufficient notice to avoid scheduling and classroom disruptions. If the participant has a funded research assignment only, he/she has a professional obligation to provide a minimum of a one-month notice of resignation. Failure to provide reasonable and sufficient notice may result in the participant's termination from the PRP.

(7) Salary Increases. Participants shall receive all increases guaranteed to employees 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 employees.

(8) Preservation of Rights. Participants shall retain all rights, privileges, and benefits of employment, as provided in laws, regulations, the BOT-UFF Agreement, and University policies, subject to the conditions contained in this Article.

(9) Payroll Deductions. The UFF payroll deductions, as specified in Article 26, if applicable, shall be continued for a program participant during each re-employment period.

(10) 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.

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

(12) PRP Information Document. The University shall distribute information describing the PRP to the UFF, upon request. The Human Resources Department provides retirement information and assistance for employees of the University, including information about the Phased Retirement Program.

**24.7 Tuition Waiver Benefit Programs.** The University offers an employee benefit program to provide tuition ~~and fee~~ waivers to full-time employees, including employees on sabbaticals, ~~or on~~ professional development ~~and/or~~ grants-in-aid leave, to enroll in up to 6 credit hours ~~in eligible courses~~ per term ~~on a space available basis~~.

(a) Contingent Waiver Program. If an employee does not use the employee tuition waiver benefit program or does not use the full six credit hour benefit, then the spouse, registered domestic partner ~~or and~~ dependents (up to the age of 26) of the employee may receive a tuition waiver for ~~that the~~ number of credit hours, ~~up to six credit hours~~, not used by the employee (up to six credit hours) ~~to enroll in eligible courses on a space available basis per each~~ term. ~~This contingent waiver may be issued by up to two individuals during any given term.~~ Employees using the employee tuition waiver and contingent waiver recipients shall register at the same time as other students in their program of study. ~~be allowed to register two hours ahead of state employees. Eligibility guidelines and procedures are available at <http://hr.ucf.edu/current-employees/tuition-waiver-program/>.~~

(b) Vouchers shall be accepted as “payment” for the course(s) in which the employee and/or family member enrolls. Should the employee and/or family member earn a grade below a ‘C’ (2.00) in an undergraduate course or a ‘B’ in a graduate course, she or he shall repay the university an amount equal to the tuition and fee cost, not including late fees. Repayment in full is expected if withdrawal from a course occurs after the official withdrawal date.

**24.8 Employee Assistance Programs.** The University is encouraged to expand its existing Employee Assistance Program (EAP) to include assessment, referral, follow-up consultation, short-term counseling, and other services for employees 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.

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