

ARTICLE 24
BENEFITS

24.1 Benefits Improvements. The University and UFF support legislation to provide adequate and affordable health insurance to all employees. Employees are encouraged to contact Human Resources with questions regarding their benefits.

HR are experts and help employees one on one

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.

OPS is out of unit

24.3 Retirement Credit. Retirement credit for employees who are authorized by the University to take uncompensated or partially compensated leaves of absence shall be granted in accordance with State law that exists at the time leave is granted. 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 plan to take such a leave of absence should contact the personnel Human Resources office at their university for complete information prior to taking the leave.

same issue as A17; not applicable to UCF; best to seek HR expert

expert, individual support

24.4 Benefits for Retirees Retirement Programs. Employees who elect to retire have resigned from the university and are no longer employees of the university. Employees must meet with appropriate Human Resources personnel before their retirement date.

Retirees are no longer in unit - phased discontinued

(a) Employees who are retired 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:

- (1) Retiree identification card;
(2) Use of the University library (i.e., public rooms, lending and research rvice);
(3) Listing in the University directory;
(4) Placement on designated University mailing lists;
(5) A free University parking decal for use by the retiree;
(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 12 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 Retirement Programs. With respect to retirement programs, both the Optional Retirement Program and the Florida Retirement System shall be available in accordance with state law. An Optional Retirement Program is provided for employees who are employed for no less than one academic year including the following provisions:

Retirement info is individual-specific covered by above language -> HR

- 52 (1) — Faculty and A&P employees who are in the collective bargaining unit and otherwise eligible for  
53 membership in the Florida Retirement System.
- 54 (2) — Any employee whose Optional Retirement Program eligibility results from initial employment will be  
55 enrolled as a member of the Optional Retirement Program. If the employee does not execute an annuity contract  
56 with an Optional Retirement Program approved provider and notify the Division of Retirement in writing within  
57 90 days, the employee will be enrolled as a member of the Florida Retirement System.
- 58 (3) — No accrued service credit or vested retirement benefits will be lost if an employee participates in the  
59 Optional Retirement Program;
- 60 (4) — Benefits under the Optional Retirement Program shall be fully and immediately vested in the  
61 participating employees;
- 62 (5) — The employer shall contribute to the Optional Retirement Program, on behalf of each employee  
63 participating in the program, an amount equal to the normal cost portion of the employer's contribution to the  
64 Florida Retirement System, as well as an amount equal to the employer's contribution to the Retiree Health  
65 Insurance Subsidy program on behalf of non-Optional Retirement participants (see Section 121.35, Florida  
66 Statutes), less a reasonable and necessary amount, as determined by the Legislature, which shall be provided to  
67 the Division of Retirement for administering the program; and
- 68 (6) — A participating employee may contribute to the Optional Retirement Program, by salary reduction or  
69 deduction, a percentage amount of the employee's gross compensation not to exceed the percentage amount  
70 contributed by the employer to the Optional Retirement Program, but in no case may such contribution exceed  
71 federal limitations.
- 72 (b) — The parties agree to inform eligible employees regarding the existence and impact of the Optional  
73 Retirement Program and Florida Retirement System upon their retirement benefits.
- 74 (c) — If the UFF is concerned with the performance of any aspect of the Optional Retirement Program or  
75 Florida Retirement System, whether administered by the University or another State agency, the UFF has a right  
76 to consult with the president or president's representative regarding such concern. As a result of such  
77 consultation, the parties may agree to an approach to address the concern if it lies outside the University's  
78 statutory authority.
- 79 (d) — The parties agree that the Optional Retirement Program and the Florida Retirement System are governed  
80 by Florida Statutes and regulations of the responsible division of state government. The parties agree to be  
81 bound by any changes in those statutes and regulations, regardless of whether such changes increase or decrease  
82 benefits to employees. If a change in statutes or regulations decreases benefits to employees the parties shall  
83 enter into immediate negotiations to address the impact of the change. Refer to [www.myfrs.com](http://www.myfrs.com) for details.

seek HR for info related to individual per above

Program discontinues after ratification

84  
85 **24.5** **Phased Retirement Program.** Employees enrolled in this program at the time of its ratification  
86 shall be permitted to remain enrolled until their participation ends. No employees shall be permitted to enroll in  
87 this program after ratification of this document. The UCF Phased Retirement Program (PRP) allows eligible  
88 employees to transition to retirement while their department or unit benefits from their effort and experience.  
89 The PRP is voluntary and provides reduced duties for one to five years at commensurate compensation. Eligible  
90 employees may elect annually to participate in the PRP.

- 91 (a) — Eligibility.
- 92 (1) — Employees who have accrued at least six years of creditable service, prior to 2011, or eight years after  
93 2011, in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except  
94 those who have received notice of non-reappointment, layoff, or termination, and those who participate in the  
95 State's Deferred Retirement Option Program (DROP). Such eligibility shall expire on the employee's 67th  
96 birthday.
- 97 (2) — Employees who choose to participate must submit written notice of intent to retire not later than 180  
98 days, nor less than ninety days, after they submit such written notice, except that when the end of this 180-day  
99 period falls within a semester, the period may be extended to no later than the beginning of the subsequent term  
100 (semester or summer, as appropriate).
- 101 (b) — Program Provisions. All participants must retire and thereby relinquish all rights to tenure as described  
102 in Article 15, except as stated otherwise in this Article. Participants' retirement benefits shall be determined as  
103 provided under Florida Statutes and the rules of the Division of Retirement.

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

106 (2) — Re-employment.

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

111 b. — Participants must comply with the re-employment limitations that apply to the second through twelfth  
 112 month of retirement, pursuant to the provisions of either the Florida Retirement System (which includes ORP)  
 113 or the Teachers Retirement System, as appropriate.

114 e. — Participants shall be offered re-employment, in writing, by the University for a period of at least one but  
 115 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  
 116 each year of the PRP will be specified in advance of the re-employment period. Assigned duties may be limited  
 117 to a single semester (e.g., 1.0 FTE in one semester and no assigned duties in the other semester) or be distributed  
 118 across semesters (e.g., 0.5 FTE in both semesters).

119 d. — Compensation during the period of re-employment shall be at a salary proportional to the participant's  
 120 salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for  
 121 health and life insurance and an allowance for any taxes associated with this amount.

122 e. — Participants shall notify the University in writing regarding acceptance or rejection of an offer of re-  
 123 employment not later than thirty days after the employee's receipt of the written re-employment offer.

124 (3) Leave for Illness/Injury:

125 a. — Each participant shall be credited with five days of leave with pay at the beginning of each full-time  
 126 semester appointment. For less than full-time appointments, the leave shall be credited on a pro-rata basis with  
 127 the assigned FTE.

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

131 (4) — Personal Non-Medical Leave.

132 a. — Each participant who was on a 12-month appointment upon entering the Phased Retirement Program  
 133 and whose assignment during the period of re-employment is the same as that during the 12-month appointment  
 134 shall be credited with five days of leave with pay at the beginning of each full-time semester appointment.  
 135 Except in the case of emergency, the employee shall provide at least two days' notice of the intended leave.  
 136 Approval of the dates on which the employee wishes to take such leave shall be at the discretion of the  
 137 supervisor and shall be subject to the consideration of departmental and organizational scheduling.

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

140 (5) — Re-employment Period.

141 a. — The period of re-employment obligation shall extend over two to five consecutive academic years,  
 142 beginning with the academic year next following the date of retirement. No further notice of cessation of  
 143 employment is required.

144 b. — The university shall not shorten the period of re-employment obligation nor reduce the annual FTE  
 145 assignment, except under the provisions of Articles 16 and 17.10 of the Agreement. During the period of re-  
 146 employment, participants are to be treated, based on status at point of retirement, as tenured employees or non-  
 147 tenure-earning employees with five or more years of continuous service, as appropriate, for purposes of Sections  
 148 13.2(a) and (b) of the Agreement.

149 e. — At the conclusion of the re-employment period, the university may, at its option, continue to re-employ  
 150 participants in this program on a year-to-year basis.

151 (6) — Declining Re-employment.

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

discontinued after ratification

discarded

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

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

169 (7) — Salary Increases. Participants shall receive all increases guaranteed to employees in established  
 170 positions, in an amount proportional to their part-time appointment, and shall be eligible for non-guaranteed  
 171 salary increases on the same basis as other employees.

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

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

177 (10) — Contracts and Grants. Nothing shall prevent the employer or the participant, consistent with law and  
 178 rule, from supplementing the participant's employment with contracts or grants.

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

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

184

185 **24.X<sup>6</sup> Tuition Waiver Benefit Programs.** The University offers an employee benefit program to provide  
 186 tuition waivers to full-time employees, including employees on sabbaticals, professional development, and  
 187 grants-in-aid, medical, educational leave, or involuntarily called to active military service, to enroll in up to six  
 188 credit hours in eligible courses per term on a space-available basis. Employees using the employee tuition  
 189 waiver and contingent waiver recipients shall be allowed to register two hours ahead of state employees.  
 190 Eligibility guidelines and procedures are available on UCF's Human Resources or UCF Regulations websites.  
 191 To be eligible for a waiver, one must first be accepted at the university as a student.

192 (a) Tuition Waiver Benefit Limitations. Courses ineligible for the tuition waiver benefit include but  
 193 are not limited to: courses offered through other State Universities, State Colleges; Continuing Education classes  
 194 or courses; Graduate Medical Education programs; Cost Recovery programs; Market Rate programs;  
 195 independent study; supervised research; supervised teaching labs; thesis hours; dissertation; internships; co-ops;  
 196 or applied, individualized instruction in Music, Art, or Dance. Penalty Fees, including excess hour fees and  
 197 repeat course fees, also are not covered by the tuition waiver benefit. Limitations apply to all recipients of this  
 198 benefit.

199 (b) Contingent Waiver Program. If an employee does not use the employee tuition waiver benefit  
 200 program or does not use the full six credit hour benefit during a semester or summer, then the spouse or  
 201 dependents (up to the age of 26) of the employee may receive a tuition waiver for that semester or summer. The  
 202 **eligible** spouse or dependent may use up to six credit hours not used by the employee to enroll in eligible  
 203 courses on a space-available basis per term. This contingent waiver may be used by up to two individuals during  
 204 any given term.  
 205

→ EAP is contracted to provide the most complete services possible to all UCF

206 <sup>7</sup> 24.8 Employee Assistance Programs. Information about the University's Employee Assistance program  
207 may be found on the UCF Human Resources Website. The University is encouraged to expand its existing  
208 Employee Assistance Program (EAP) to include assessment, referral, follow-up consultation, short-term  
209 counseling, and other services for employees with personal, family, job stress, or substance abuse problems.  
210 Any policies created or revised by the University in the development or operation of its EAP shall be discussed  
211 in consultation with the local UFF Chapter.

212  
213 <sup>8</sup> 24.9 Pre-tax Benefits Program. To the extent permissible by federal or state law the University shall  
214 continue to provide pre-tax programs for employees. The University shall continue to provide a pre-tax benefits  
215 program for employees which includes the opportunity to: (1) pay for their University insurance premiums on a  
216 pre-tax basis and, (2) utilize flexible spending accounts for medical and dependent care expenses.

↳ no control over pre-tax programs