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 temporary "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 employees should contact the Human Resources office on their campus 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 Human Resources office on their campus for complete information prior to taking the leave.

24.4 Benefits for Retired Employees.
Employees retired from the University shall be eligible, upon request, and on the same basis as other employees, subject to University policies, to receive the following benefits from the University:

(1). Retired employee identification cards;
(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 employees may be charged fees different from those charged to other employees for the use of such facilities);
(7). The right to enroll in courses without payment of fees in accordance with the provisions of Section 1009.26(4), Florida Statutes;
(8). A mailbox in the department/unit from which the employee retired, subject to space availability; and
(9). University e-mail address.

24.5 Optional Retirement Program.

A. An Optional Retirement Program is provided for employees who are employed for no less than one academic year in accordance with Florida Statutes and applicable rules of the Division of Retirement.

B. The parties agree to inform eligible employees regarding the existence of the Optional Retirement Program.

C. If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, whether administered by the University or State agency, the UFF has a right to consult with the University 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.

24.6 Phased Retirement Program.

A. Eligibility.

(1). Employees 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 employees referenced in Article 24.6(A)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the employee's 63rd birthday. Employees 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. Employees 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). Employees 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 Article 15, Tenure, 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 University 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 University under a temporary contract (NOTE: exceptions to this provision are described in Article 24.6(B)(13) below) for one-half of the academic year, however, the 76 University and employee may agree to less than one-half of the academic year. The written re-employment offer shall contain the text of Article 24.6(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 Article 24.6(B)(3)a above.

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 employee's receipt of the written re-employment offer. Failure to notify the University regarding re-employment may result in the employee'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 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 (½ 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 (½ day) for personal reasons unrelated to illness or injury. 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. 77

(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 Article 16 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 (5) or more years of continuous service, as appropriate, for purposes of Articles 13.2(A) and 13.2(B) 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 Article 24.6(B)(5)b above. 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.

(8). 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.

(9). Preservation of Rights. Participants shall retain all rights, privileges, and benefits of employment, as provided in laws, rules, the USF/UFF Agreement, and university policies, subject to the conditions contained in this Article.

(10). Payroll Deductions. The UFF payroll deductions, as specified in Article 25, if applicable, shall be continued for a program participant during each re-employment period, upon request of the employee.

(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 employee's decision to participate in the Phased Retirement Program and to resign the employee's established position is irrevocable after the required approval document has been executed by all parties.

(13). Temporary Employment Exception. The provisions for re-employment on a temporary 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 this Agreement.

24.7 Optional Phased Retirement Program.

A. Eligibility. Employees with ten (10) or more years of continuous service at the University of South Florida are eligible to participate in a Phased Retirement Program offered by the University Of South Florida.

B. Program Provisions.

(1) Eligible employees may, in consultation with their chairs/directors, request a .50 FTE assignment for up to three years in advance of their declared retirement date. Participation in the program requires the employee to submit a letter indicating retirement at a date prospective of the length of the length of their .50 FTE assignment.

(2) Employees participating in the University's Phased Retirement Program will be compensated at a rate of one-half their normal nine or twelve month salaries, and provided benefits pro-rated on the basis of the FTE assignment.

(3) The.50 FTE assignment can, in negotiation with the chair, be served as half-time assignment on a yearly basis or with a full assignment load one semester and the other semester with no assignment.

(4) At the conclusion of their phased retirement period, employees are considered to be retired, and are due all privileges and benefits of a retired employee.

24.~~7~~8 Free University Courses for Employees. The University shall provide the following Employee Education Program ("EEP"). The EEP is distinct from the Department of Management Services' State Employee Education Voucher Program created by the 2001 Florida Legislature. The 2001-02 Appropriations Act prohibits tuition waivers as used in the past. The EEP Program is an entirely new and independent opportunity funded from limited existing University resources. Full-time employees, including employees on sabbaticals or on professional development leave, may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or Summer) at the University without payment of tuition and fees.

24.~~8~~9 Employee Assistance Programs. Employees shall have access to any Employee Assistance Program (EAP) of the University. Such program may 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~~10 Pre-tax Benefits Program. In accordance with IRS regulation and law the University shall continue to provide a pre-tax benefits program for salaried employees 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.

24.~~10~~11 Domestic Partner Benefits. The University will fund a stipend for eligible employees to be used toward the purchase of health insurance for a same or opposite sex domestic partner of an eligible employee. Program details and operation, eligibility criteria, verification of domestic partnership, proof of health insurance coverage, and stipend amount shall be determined by the University. The costs associated with the administration, operation and stipends shall be paid by the University from legally permissible, non-state funds. The Union may request consultation on program details. The University will implement this program as soon as practicable.

24.~~11~~12 Early Retirement Incentive. ~~In 2010~~ the University ~~will~~ may create a program to provide a onetime lump sum payment to eligible employees that will serve as an early retirement incentive. Program details and operation, eligibility requirements, funding levels and the lump-sum payment amount will be determined by the University and be consistent with the requirements of Florida Statutes. The Union may request consultation on program details. ~~The continuation of this program beyond 2010 is at the discretion of the University.~~

24.~~12~~13 The University agrees to appoint a system-wide committee to explore the subject of tuition assistance for spouses and children of bargaining unit members. The UFF shall be given membership on this committee.

24.~~13~~14 The University and the United Faculty of Florida shall appoint a system wide committee, within forty-five (45) days of the ratification of the collective Bargaining Agreement, to discuss all aspects of evaluation by students of the teaching/instruction by employees. The University President or representative shall appoint the university members of the committee and the President of the University Chapter of the United Faculty of Florida shall appoint the United Faculty of Florida members of the committee.

24.~~14~~15 The University and the United Faculty of Florida shall appoint a system wide committee, within forty-five (45) days of the ratification of the collective Bargaining Agreement, to discuss all aspects of the recording, reproduction, retention and use by the University of an employee's work product and presentations employed by an employee in teaching/instruction in the traditional classroom, on line, distance learning

and all other forms of delivery. The University President or representative shall appoint the university members of the committee and the President of the University Chapter of the United Faculty of Florida shall appoint the United Faculty of Florida members of the committee.