

**ARTICLE 24**  
**BENEFITS**

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4 24.1 Benefits Improvements. The Board and UFF support legislation to provide  
5 adequate and affordable health insurance to all employees.  
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7 24.2 Part-Time Employees. Part-time faculty members, except those in positions funded  
8 from Other Personal Services funds, are entitled to employer-funded benefits under the  
9 provisions of State law and the rules of the Department of Management Services. Part-  
10 time faculty members should contact the Human Resources office to determine the nature  
11 and extent of the benefits for which they are eligible.  
12

13 24.3 Retirement Credit. Retirement credit for faculty members who are authorized to  
14 take uncompensated or partially compensated leaves of absence shall be granted in  
15 accordance with State law and the rules of the Division of Retirement as they may exist at  
16 the time leave is granted. The current Florida Retirement System rules also require that to  
17 receive full retirement credit, the faculty member on uncompensated or partially  
18 compensated leave must make payment of the retirement contribution that would  
19 otherwise be made by the university, plus interest, if applicable. Faculty members who  
20 are to take such a leave of absence should contact the Human Resources office for  
21 complete information prior to taking the leave.  
22

23 24.4 Benefits for Retired Faculty Members.

24 (a) Faculty members retired from the University shall be eligible, upon request,  
25 and on the same basis as other faculty members, subject to University policies, to receive  
26 the following benefits at the University:

- 27 (1) Retired employee identification card;  
28 (2) Use of the university library (i.e., public rooms, lending and research  
29 service);  
30 (3) Listing in the university directory;  
31 (4) Placement on designated university mailing lists;  
32 (5) A university parking decal;  
33 (6) Use of university recreational facilities (retired faculty members may be  
34 charged fees different from those charged to other employees for the use of such  
35 facilities);  
36 (7) The right to enroll in courses without payment of fees, on a space  
37 available basis, in accordance with the provisions of Section 1009.26(4), Florida Statutes;  
38 (8) A mailbox in the department/unit from which the faculty member  
39 retired, subject to space availability; and  
40 (9) A University e-mail address and Internet Access.  
41

Approved: Michael Mattione  
For the Florida State University  
Board of Trustees

Approved: [Signature]  
For the United Faculty of Florida

Date: 3/2/2005

Date: 2 March 2005

1 (b) In accordance with university policy, and on a space available basis, a the  
2 University is encouraged to grant a retired faculty member's request for office or  
3 laboratory space.

4 (c) With the exception of retirees who participated in the Optional Retirement  
5 Program, retired faculty members of any State-administered retirement system are  
6 entitled to health insurance subsidy payments in accordance with Section 112.363,  
7 Florida Statutes.  
8

9 24.5 Public Employee Retirement Programs.  
10

11 The Board and UFF support legislation to provide comprehensive retirement programs  
12 for all faculty members. Faculty members have the option of electing Florida Retirement  
13 System (FRS) Pension Plan, Investment Plan, or choosing the Optional Retirement Plan  
14 (ORP). The Deferred Retirement Option Program (DROP) is a retirement program  
15 within the FRS Pension Plan that allows a faculty member to retire and have FRS  
16 benefits accumulate in the FRS Trust Fund earning interest while the faculty member  
17 continues to work for up to five years. Newly hired faculty members will received  
18 retirement plan enrollment information from the Human Resources department upon  
19 being hired at the University.  
20

21 24.6 Optional Retirement Program.

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


24 (1) Faculty members who are in the collective bargaining unit and otherwise  
25 eligible for membership in the Florida Retirement System.

26 (2) Any employee whose Optional Retirement Program eligibility results  
27 from initial employment will be enrolled as a member of the Optional Retirement  
28 Program. If the employee does not execute an annuity contract with an Optional  
29 Retirement Program approved provider and notify the Division of Retirement in writing  
30 within 90 days, the employee will be enrolled as a member of the Florida Retirement  
31 System.

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

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

36 (5) The employer shall contribute to the Optional Retirement Program, on  
37 behalf of each employee participating in the program, an amount equal to the normal cost  
38 portion of the employer's contribution to the Florida Retirement System, as well as an  
39 amount equal to the employer's contribution to the Retiree Health Insurance Subsidy  
40 program on behalf of non-Optional Retirement participants (see Section 112.363(8),  
41 Florida Statutes), less a reasonable and necessary amount, as determined by the  
42 Legislature, which shall be provided to the Division of Retirement for administering the  
43 program; and

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1 (6) A participating employee may contribute to the Optional Retirement  
2 Program, by salary reduction or deduction, a percentage amount of the employee's gross  
3 compensation not to exceed the percentage amount contributed by the employer to the  
4 Optional Retirement Program, but in no case may such contribution exceed federal  
5 limitations.

6 (b) The parties agree to inform eligible employees regarding the existence and  
7 impact of the Optional Retirement Program upon their retirement benefits.

8 (c) If the UFF is concerned with the performance of any aspect of the Optional  
9 Retirement Program, whether administered by the Board or another State agency, the  
10 UFF has a right to consult with the Board regarding such concern. As a result of such  
11 consultation, the parties may agree to an approach to address the concern if it lies outside  
12 the Board's statutory authority.

13  
14 24.7 Phased Retirement Program.

15 (a) Eligibility.

16 (1) Employees who have accrued at least six (6) years of creditable service  
17 in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement  
18 Program (ORP), except those employees referenced in 24.7(a)(2), are eligible to  
19 participate in the Phased Retirement Program. Such eligibility shall expire on the  
20 employee's 63rd birthday. Employees who decide to participate must provide written  
21 notice to the university of such decision prior to the expiration of their eligibility, or  
22 thereafter forfeit such eligibility. Employees who choose to participate must retire with  
23 an effective date not later than 180 days, nor less than ninety (90) days, after they submit  
24 such written notice, except that when the end of this 180 day period falls within a  
25 semester, the period may be extended to no later than the beginning of the subsequent  
26 term (semester or summer, as appropriate).

27 (2) Employees not eligible to participate in the Phased Retirement Program  
28 include those who have received notice of non-reappointment, layoff, or termination, and  
29 those who participate in the State's Deferred Retirement Option Program (DROP):

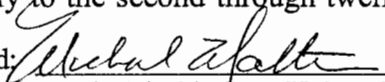
30 (b) Program Provisions.

31 (1) All participants must retire and thereby relinquish all rights to tenure as  
32 described in Article 15, except as stated otherwise in this Article. Participants' retirement  
33 benefits shall be determined as provided under Florida Statutes and the rules of the  
34 Division of Retirement.

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

37 (3) Re-employment.

38 a. Prior to re-employment, participants in the Phased Retirement  
39 Program must remain off the State payroll for one (1) calendar month following the  
40 effective date of retirement in order to validate their retirement, as required by the Florida  
41 Division of Retirement. Participants must comply with the re-employment limitations  
42 that apply to the second through twelfth month of retirement, pursuant to the provisions

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1 of either the Florida Retirement System (which includes ORP) or the Teachers  
2 Retirement System, as appropriate.

3 b. Participants shall be offered re-employment, in writing, by the  
4 university under an Other Personal Services (OPS) contract (NOTE: exceptions to this  
5 provision are described in Section 24.7(b)(13)) for one-half of the academic year,  
6 however, the university and employee may agree to less than one-half of the academic  
7 year. The written re-employment offer shall contain the text of Section 24.67(b)(3)d  
8 below.

9 c. Compensation during the period of re-employment shall be at a  
10 salary proportional to the participant's salary prior to retirement, including an amount  
11 comparable to the pre-retirement employer contribution for health and life insurance and  
12 an allowance for any taxes associated with this amount. The assignment shall be  
13 scheduled within one (1) semester unless the participant and the university agree  
14 otherwise, beginning with the academic year next following the date of retirement and  
15 subject to the condition outlined in (3)a.

16 d. Participants shall notify the university in writing regarding  
17 acceptance or rejection of an offer of re-employment not later than thirty (30) days after  
18 the employee's receipt of the written re-employment offer. Failure to notify the  
19 university regarding re-employment may result in the employee's forfeiting re-  
20 employment for that academic year.

21 (4) Leave for Illness/Injury.

22 a. Each participant shall be credited with five (5) days of leave with  
23 pay at the beginning of each full-time semester appointment. For less than full-time  
24 appointments, the leave shall be credited on a pro-rata basis with the assigned FTE. This  
25 leave is to be used in increments of not less than four (4) hours (1/2 day) when the  
26 participant is unable to perform assigned duties as a result of illness or injury of the  
27 participant or a member of the participant's immediate family. For the purposes of this  
28 Section, immediate family shall include the participant's spouse, mother, father, brother,  
29 sister, natural, adopted, or step child, or other relative living in the participant's  
30 household.

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

34 (5) Personal Non-Medical Leave.

35 a. Each participant who was on a twelve (12) month appointment  
36 upon entering the Phased Retirement Program and whose assignment during the period of  
37 re-employment is the same as that during the twelve(12) month appointment shall be  
38 credited with five (5) days of leave with pay at the beginning of each full-time semester  
39 appointment. This leave is to be used in increments of not less than four (4) hours (1/2  
40 day) for personal reasons unrelated to illness or injury. Except in the case of emergency,  
41 the employee shall provide at least two (2) days notice of the intended leave. Approval  
42 of the dates on which the employee wishes to take such leave shall be at the discretion of

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1 the supervisor and shall be subject to the consideration of departmental and  
2 organizational scheduling.

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

5 (6) Re-employment Period.

6 a. The period of re-employment obligation shall extend over five (5)  
7 consecutive academic years, beginning with the academic year next following the date of  
8 retirement. No further notice of cessation of employment is required.

9 b. The period of re-employment obligation shall not be shortened by  
10 the university, except under the provisions of Article 16 of the Agreement. During the  
11 period of re-employment, participants are to be treated, based on status at point of  
12 retirement, as tenured employees or non-tenure-earning employees with five (5) or more  
13 years of continuous service, as appropriate, for purposes of Sections 13.2(a) and (b) of  
14 the Agreement.

15 (7) Declining Re-employment. A participant may decline an offer of re-  
16 employment during any academic year. Such a decision shall not extend the period of re-  
17 employment beyond the period described in Section 24.6 7(5)b. At the conclusion of the  
18 re-employment period, the university may, at its option, continue to re-employ  
19 participants in this program on a year-to-year basis.

20 (8) Salary Increases. Participants shall receive all increases guaranteed to  
21 employees in established positions, in an amount proportional to their part-time  
22 appointment, and shall be eligible for non-guaranteed salary increases on the same basis  
23 as other employees.

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

27 (10) Payroll Deductions. The UFF payroll deductions, as specified in Article  
28 265, if applicable, shall be continued for a program participant during each re-  
29 employment period.

30 (11) Contracts and Grants. Nothing shall prevent the employer or the  
31 participant, consistent with law and rule, from supplementing the participant's  
32 employment with contracts or grants.

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

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

38  
39 (c) PRP Information Document. The parties agree to jointly develop written  
40 information describing the current provisions of the Phased Retirement Program in the  
41 Agreement. The Board University shall distribute this written information to faculty  
42 members and the UFF Chapters, upon request.

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For the Florida State University  
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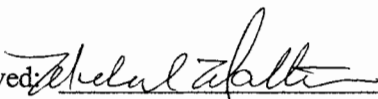
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1 24.6 Free University Courses for Faculty Members. Full-time faculty members,  
2 including faculty members on sabbaticals or on professional development or grants-in-aid  
3 leave, may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or  
4 Summer) without payment of tuition and fees on a space available basis.

5  
6 24.7 Employee Assistance Program. The Board encourages the University to expand its  
7 existing Employee Assistance Program (EAP), to include assessment, referral, follow-up  
8 consultation, short-term counseling, and other services for employees with personal,  
9 family, job stress, or substance abuse problems. Any policies created or revised by the  
10 university in the development or operation of its EAP shall be discussed in consultation  
11 with the local UFF Chapter.

12  
13 24.8 Pre-tax Benefits Program. The Board shall continue to provide a pre-tax benefits  
14 program for salaried employees which includes the opportunity to: (1) pay for their State  
15 insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts for  
16 medical and dependent care expenses.

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