

Language for the Amendment to 2011-2014 Collective Bargaining Agreement Extended and a one year extension with modifications to Articles 23 and 24

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

Article 24

Benefits

24.1 Policy. It is the policy of the University to provide all faculty with information concerning eligible employee benefit programs and to implement such programs consistent with applicable Federal and State law. Eligibility for University offered benefit programs and/or the timeframes for enrollment in such benefits may be governed by the respective benefit provider. The Department of Human Resources will communicate benefit offerings and assist faculty in the enrollment process and, when notified, in making qualified status changes. This is a policy statement and is not subject to Article 20, Informal Resolution, Grievance Procedure and Arbitration.

24.2 Benefits Improvements. The University and UFF support legislation to provide adequate and affordable health insurance and other State-sponsored benefits to all employees.

24.3 Part-Time Employees. Part-time employees, 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. Part-time employees should contact the Department of Human Resources at the University to determine the nature and extent of the benefits for which they are eligible.

24.4 Retirement Credit Under the Florida Retirement System (FRS). 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.

Approved: *Jennifer Baker*
For the Florida Gulf Coast University
Board of Trustees

Approved: *Stephen W. Elliott*
For the United Faculty of Florida

Date: *5/16/14*

Date: *5/16/14*

Language for the Amendment to 2011-2014 Collective Bargaining Agreement Extended and a one year extension with modifications to Articles 23 and 24

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

Employees who are to take such a leave of absence should contact the Department of Human Resources at the University for complete information prior to taking the leave.

24.5 Benefits for Retired Employees.

A. Employees retired from the University shall be eligible, upon request, and on the same basis as other employees, subject to university regulations and policies, to receive the following benefits from the University:

- (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 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, on a space available basis, in accordance with the provisions of Section 1009.26(4), Florida Statutes; and
- (8) A mailbox in the department/unit from which the employee retired, subject to space availability.
- (9) University e-mail address.

Approved: Jennifer Baker
For the Florida Gulf Coast University
Board of Trustees

Date: 5/16/14

Approved: E. Jackson M. Elliott
For the United Faculty of Florida

Date: 5/16/14

Language for the Amendment to 2011-2014 Collective Bargaining Agreement Extended and a one year extension with modifications to Articles 23 and 24

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

B. In accordance with university policy, and on a space available basis, the University is encouraged to grant a retired employee's request for office or laboratory space.

C. With the exception of retirees who participated in the SUS Optional Retirement Program and for whom provisions have been made, as stipulated in Article 24.6(A) below of this Agreement, retired employees of any State-administered retirement system are entitled to health insurance subsidy payments in accordance with Section 112.363, Florida Statutes.

24.6 Optional Retirement Program.

A. The State University System 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.

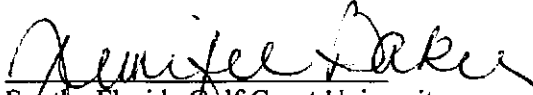
B. The parties agree to inform eligible employees regarding the existence of the Optional Retirement Program.

C. If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, 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.

24.7 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 24.7(A)(2), are eligible to participate in the Phased Retirement

Approved: 
For the Florida Gulf Coast University
Board of Trustees

Approved: 
For the United Faculty of Florida

Date: 5/16/14

Date: 5/16/14

Language for the Amendment to 2011-2014 Collective Bargaining Agreement Extended and a one year extension with modifications to Articles 23 and 24

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

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, Multi-Year Appointments and Tenure Status Extension, Probation, Non-Reappointment, 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 six (6) calendar months 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 seventh (7th) through twelfth (12th)

Approved: *Jennifer Baker*
For the Florida Gulf Coast University
Board of Trustees

Approved: *Edw. W. Elliott*
For the United Faculty of Florida

Date: 5/16/14

Date: 5/16/14

Language for the Amendment to 2011-2014 Collective Bargaining Agreement Extended and a one year extension with modifications to Articles 23 and 24

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

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 an Other Personal Services (OPS) contract for one-half of the academic year, however, the University and employee may agree to less than one-half of the academic year. The written reemployment offer shall contain the text of Article 24.7(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 24.7(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 reemployment 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,

Approved: Jennifer Baker
For the Florida Gulf Coast University
Board of Trustees

Approved: Edward W. Elliott
For the United Faculty of Florida

Date: 5/16/14

Date: 5/16/14

Language for the Amendment to 2011-2014 Collective Bargaining Agreement Extended and a one year extension with modifications to Articles 23 and 24

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

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 reemployment 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 reemployment 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.

(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.

Approved: Jennifer Baker Approved: E. John M. Elliott
For the Florida Gulf Coast University For the United Faculty of Florida
Board of Trustees

Date: 5/16/14

Date: 5/16/14

Language for the Amendment to 2011-2014 Collective Bargaining Agreement Extended and a one year extension with modifications to Articles 23 and 24

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

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 reemployment, 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 Article 13.2(B) of the Agreement.

(7) Declining Re-employment. A participant may decline an offer of reemployment during any academic year. Such a decision shall not extend the period of reemployment beyond the period described in Article 24.7(B)(6)a 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 FGCU/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 reemployment 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.

Approved: Jennifer Baker Approved: Edward W. Elliott
For the Florida Gulf Coast University For the United Faculty of Florida
Board of Trustees

Date: 5/16/14

Date: 5/16/14

Language for the Amendment to 2011-2014 Collective Bargaining Agreement Extended and a one year extension with modifications to Articles 23 and 24

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

(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.

C. PRP Information Document. Written information describing the current provisions of the Phased Retirement Program in this Agreement is available through the FGCU Human Resources website.

24.8 Free University Courses for Employees. The University shall provide the following employee Tuition and Fee Voucher Policy, as approved by the Board of Trustees on October 6, 2004. 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. The program allows employees to allocate their unused tuition and fee voucher per term to their spouse and/or eligible dependents.

24.9 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.

24.10 Pre-tax Benefits Program. In accordance with IRS regulation and federal and state laws the University shall continue to offer the State of Florida's pre-tax benefits program for salaried employees which includes but are not limited to: (1) pay for their applicable State insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts for medical and dependent care expenses.

Approved: Jennifer Baker
For the Florida Gulf Coast University
Board of Trustees

Approved: E. Jason M. Cluett
For the United Faculty of Florida

Date: 5/16/14

Date: 5/16/14

Language for the Amendment to 2011-2014 Collective Bargaining Agreement Extended and a one year extension with modifications to Articles 23 and 24

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

24.11 Faculty shall have access to any Domestic Partner Benefits (DPB) of the University, the specifics of which shall be outlined in a policy. Any policies created or revised by the University in the development or operation of its DPB shall be discussed in consultation with the UFF.

Approved: Jennifer Baker
For the Florida Gulf Coast University
Board of Trustees

Date: 5/16/14

Approved: Elizabeth M. Elliott
For the United Faculty of Florida

Date: 5/16/14