ARTICLE 24
BENEFITS

**24.1** Health Benefits Improvements. The University and UFF support legislation to provide adequate and affordable health, dental, and vision insurance to all employees, their spouses, and dependents. The university shall offer adequate and affordable life insurance, and supplemental insurance for accident, cancer, short and long-term disability, hospitalization, and hospital intensive care.

**24.2** Part-Time Employees Insurance Eligibility. All full-time and part-time employees are eligible to participate in the State Group Insurance Program as defined in s.110.123(2)(c) and (f), Florida Statutes. 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.

service);

### 24.4 Benefits for Retirees.

- (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
  - (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 are able to purchase a membership in the Recreation and Wellness Center. The monthly promotional fee for new retired members is \$25 for the first four months, and \$45 per month thereafter. The semester fee is \$120. Retirees with unlimited memberships can enter anytime the RWC is open. Taxes are included in the above rates.
- (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.

- (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 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 the impact of 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) Em

- 100 (1) Employees who have accrued at least six years of creditable service, prior to 2011, or eight 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 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 Teacher -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., 1.0 FTE in one semester and no assigned duties in the other semester) or be distributed across -semester (e.g., 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 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 days of leave with pay at the beginning of each full-time semester appointment. For less than full-time appointment, 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 hall not be reimbursed for unused leave.

### (4) Personal Non-Medical Leave.

- a. Each participant who was on a 12-month appointment upon entering the Phased Retirement Program and whose assignment during the period of reemployment is the same as that during the 12-month appointment shall be credited with five 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 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 purpose 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 <a href="his/her-their">his/her-their</a>
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, <a href="he/she\_s/he">he/she\_s/he</a>
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 provide 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 waivers to full-time employees, including employees on sabbaticals, professional development, and grants-in-aid, medical, educational leave, or involuntarily called to active military service, to enroll in up to six credit hours in eligible courses per term on a space-available basis. Employees using the employee tuition waiver and contingent waiver recipients shall be allowed to register <a href="two\_24">two\_24</a> hours ahead of state employees. Eligibility guidelines and procedures are available on UCF's Human Resources or UCF Regulations websites. To be eligible for a waiver, one must first be accepted at the university as a student.
- (a) Tuition Waiver Benefit Limitations. Courses ineligible for the tuition waiver benefit include, but are not limited to: courses offered through other State Universities—; State Colleges; Continuing Education classes or courses; Graduate Medical Education programs; Cost Recovery programs; Market Rate programs; independent study; supervised research; supervised teaching labs; thesis hours; dissertation; internships; co-ops; or applied, individualized instruction in Music, Art, or Dance. Penalty Fees, including excess hour fees and repeat courses fees, also are not covered by the tuition waiver benefit. Limitations apply to all recipients of this benefit.
- (b) 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 during a semester or summer, then the spouse or dependents (up to the age of 26) of the employee may receive a tuition waiver for that semester or summer. The spouse or dependent may use up to six credit hours not used by the employee to enroll in eligible courses on a space-available basis per term.

This contingent waiver may be used by up to two individuals during any given term. The employee or family members need not be Florida residents.

**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, (or-FSAs), for medical and dependent care expenses. The university will continue to provide FSAs give you a tax break on eligible out of pocket expenses. There are three types of reimbursement accounts: (a) Healthcare FSA—Deposit up to \$2,600 each plan year on a pretax basis to pay for eligible healthcare expenses. (b) Limited purpose FSA—Deposit up to \$2,600 each plan year on a pretax basis to pay for eligible dental and vision expenses. (c) Dependent care FSA—Deposit up to \$5,000 each plan year on a pretax basis to pay for eligible dependent care expenses for children under age 13 and adults whom employees can claim on their tax return. A FSA can be paired with a health savings account.

### 24.10 Healthy Family Benefits.

- (a) Employees may enroll children at the UCF Creative School for Children, at the weekly classroom tuition rate for 2017-2018.
- (b) Expectant Mother Parking Program. The University will provide designated parking spaces to employees who are expectant mothers -in their third trimester of pregnancy (or who are high risk) in their permitted lot. The required permit is available from Faculty Excellence.
- (c) Lactation Rooms. The University shall maintain existing lactation privacy rooms on its campuses. The university shall develop new lactation privacy rooms, to enable all employees to ease back into work without sacrificing the healthy practice of expressing milk.
- (d) Florida Pre-Paid College Plan. The University supports employee participation in the Florida Pre-Paid College Plan by offering payroll deductions to cover premiums for children.

(e) Dual Career Program addresses the needs of dual career couples.

(1) The University is committed to furthering institutional excellence by providing an array of services in support of the partner hiring needs of candidates for tenured and tenure-earning faculty appointments. A partner hire is not an entitlement. Every partner hire must meet the qualifications and standard of excellence for the appropriate appointment. A partner hire that is made without an open search must meet the criteria for a search waiver. All partner hiring opportunities are contingent on available funding.

(2) The program also addresses all employees with "trailing" partners/spouses in any career field. It offers, and is not limited, to the following services:

and formal career assessments; Established business partners committed to a dual career and

- transitional support network—guaranteeing trailing spouses/partners unprecedented exposure to local and regional hiring agents
  - b. Practical Support: Website and other recruitment materials dedicated to showcase the "Orlando/UCF Story" to candidates; Resources dedicated to providing relocation and other information helpful to new residents of Orlando; Connection opportunities to learn more about the area of and network with other professionals
  - <u>c.</u> <u>Emotional Support. Mentorships and social contact opportunities</u> with established dual career couples and families; Resources on community activities, clubs, volunteer opportunities, and entertainment.

## **24.11** Wellness Benefits.

- (a) Faculty and Staff Wellness Research Center. The University will provide employees access to a dedicated fitness center, including -strength, flexibility and aerobic conditioning equipment as well as fitness services.
- (b) Recreation and Wellness Center. Employees are able to purchase a membership in the Recreation and Wellness Center. The monthly promotional fee for new members is \$25 for the first four months, and \$40 per month thereafter. The semester fee is \$100. Employees with unlimited memberships can enter anytime the RWC is open. Taxes are included in the above rates.
- (c) Relaxation Stations. The University will continue to provide Relaxation Stations to all employees as a free walk-in service during regular business hours.
- (d) Biofeedback: Relaxation Training Program. The University shall provide employees access to a Biofeedback relaxation training specialist. Initial screening and assessment is free. Employees may then schedule up to six sessions at \$10 per session.
- (e) FreshU Grown at UCF. The University will continue to offer FreshU workshops, food demos, and other educational experiences to increase accessibility to fresh food, teach people to incorporate fruits and vegetables into their diets, and reduce food waste.
- (f) The University will continue to ensure that there is a pharmacy, dental services and vision services on campus. These services shall accept employee prescription drug plans, dental insurance, and vision insurance, respectively.
- 24.12 Public Service Loan Forgiveness. Employees may receive loan forgiveness under the Public Service Loan Forgiveness (PSLF) Program administered through the U.S. Department of Education. The PSLF Program was established to encourage individuals to enter and continue to work full-time in public service jobs. Under this program, you may qualify for forgiveness of the remaining balance due on your William D. Ford Federal Direct Loan Program (Direct Loan Program) loans after you have made 120 qualifying payments on those loans while employed full-time by certain public service employers.
- 24.13 COBRA Eligibility. The Consolidated Omnibus Budget Reconciliation Act (COBRA) allows qualified participants to continue coverage of health, dental, and vision benefits through their employer's group insurance plan for limited periods of time under certain circumstances, including: (1) Voluntary or involuntary job loss; (2) Reduction in hours worked; (3) Transition between jobs; (4) Death; (5) Divorce; (6) Other life events.

### 24.14 Additional Employee Benefits.

(a) Employee Discount Program. The University shall continue to offer -employees with local and national discounts from hotels, restaurants, movie theaters, retailers, florists, car dealers, theme parks, national attractions, concerts, and events through Abenity.

- (b) Faculty & Staff Dining Plans. At UCF Dining, meal plans are convenient, flexible, and loaded with options. Meal Plans give you dining locations all across campus with a range of hours from as early as 7:00 AM to as late as Midnight. With access to all these services, you get guaranteed value, whether you eat on campus three times a week or three times a day. The university shall continue to offer employee dining plans at '63 South and Knightro's, at a cost of \$500 for 100 meals; \$450 for 75 meals; \$312 for 50 meals; and \$162.50 for 25 meals. Employee plans do not expire.
- (c) Library Services. All employees shall have borrowing privileges and teaching/research support.
- (d) SAFE Escort Patrol Services. All employees are eligible for this free service of the police department, seven days a week when classes are in session.
- (e) SGA Ticket Center. The university shall continue to offer specially-priced tickets to various local theme parks, attractions, movie theaters, and transportation providers. Tickets are intended for use only by UCF employees.
- (f) UCF School of Performing Arts: Discounted Tickets. The university shall continue to offer tickets at a discounted rate of \$10 (50% off) the -regular ticket rate). A maximum of two tickets can be purchased at a time, and a valid UCF ID is required for purchase. In addition, season subscriptions are offered at a discounted rate. While the price per show is still at the discounted \$10/ticket rate, it includes all of the subscriber benefits, including free ticket exchanges and advance/priority seating options before sales for individual shows open to the public.
- (e) UCF Technology Product Center Discounts. The Technology Product Center shall continue to offers employee discounts on Apple Hardware ranging between \$50 and \$200. The TPC also shall continue to offers employees Microsoft Windows for \$15, as well as education discounts on Dell and Microsoft products.
- (f) UCF Procurement Services Contracts: Employee Discounts. University-negotiated contracts shall extend discounts to employees.
- (g) Transportation. The university shall continue to provide free Lynx service to employees, as well as free university bus transportation between campuses. University buses shall be equipped with free WiFi and GPS tracking.