

1 **Article 24**

2 **Benefits**

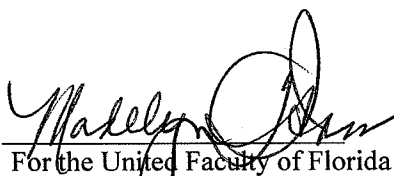
3 24.1 Policy. It is the policy of the University to provide all faculty with information concerning  
4 eligible employee benefit programs and to implement such programs consistent with applicable  
5 Federal and State law. Eligibility for University offered benefit programs and/or the timeframes  
6 for enrollment in such benefits may be governed by the respective benefit provider. The  
7 Department of Human Resources will communicate benefit offerings and assist faculty in the  
8 enrollment process and, when notified, in making qualified status changes. This is a policy  
9 statement and is not subject to Article 20, Informal Resolution, Grievance Procedure and  
10 Arbitration.

11 24.2 Benefits Improvements. The University and UFF support legislation to provide adequate  
12 and affordable health insurance and other State-sponsored benefits to all employees.

13 24.3 Part-Time Employees. Part-time employees, except those in positions funded from Other  
14 Personal Services funds, are entitled to employer-funded benefits under the provisions of State  
15 law and the rules of the Department of Management Services and the Division of Retirement.  
16 Part-time employees should contact the Department of Human Resources at the University to  
17 determine the nature and extent of the benefits for which they are eligible.

Approved:   
For the Florida Gulf Coast University  
Board of Trustees

Date: 12/3/12

Approved:   
For the United Faculty of Florida

Date: 12/3/12

**Language for the 2012-2013 Reopener to 2011-2014 Collective Bargaining Agreement**

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

---

18 24.4 Retirement Credit Under the Florida Retirement System (FRS). Retirement credit for  
19 employees who are authorized to take uncompensated or partially compensated leaves of absence  
20 shall be granted in accordance with State law and the rules of the Division of Retirement as they  
21 may exist at the time leave is granted.

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

24 24.5 Benefits for Retired Employees.

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


28 (1) Retired employee identification card;

29 (2) Use of the University library (i.e., public rooms, lending and research service);


30 (3) Listing in the University directory;

31 (4) Placement on designated University mailing lists;

32 (5) A University parking decal;

Approved:   
For the Florida Gulf Coast University  
Board of Trustees

Date: 12/3/12

Approved:   
For the United Faculty of Florida

Date: 12/3/12

**Language for the 2012-2013 Reopener to 2011-2014 Collective Bargaining Agreement**

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

---

33 (6) Use of University recreational facilities (retired employees may be charged fees different  
34 from those charged to other employees for the use of such facilities);

35 (7) The right to enroll in courses without payment of fees, on a space available basis, in  
36 accordance with the provisions of Section 1009.26(4), Florida Statutes; and

37 (8) A mailbox in the department/unit from which the employee retired, subject to  
38 space availability.

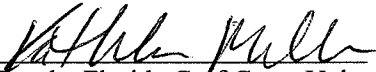
39 (9) University e-mail address.

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

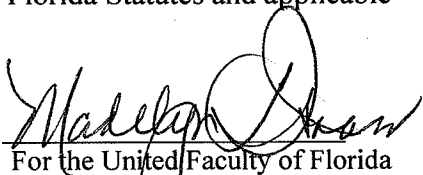
42 C. With the exception of retirees who participated in the SUS Optional Retirement Program and  
43 for whom provisions have been made, as stipulated in Article 24.6(A) below of this Agreement,  
44 retired employees of any State-administered retirement system are entitled to health insurance  
45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

46 24.6 Optional Retirement Program.

47 A. The State University System Optional Retirement Program is provided for employees who are  
48 employed for no less than one academic year in accordance with Florida Statutes and applicable  
49 rules of the Division of Retirement.

Approved:   
For the Florida Gulf Coast University  
Board of Trustees

Date: 12/3/12

Approved:   
For the United Faculty of Florida

Date: 12/3/12

**Language for the 2012-2013 Reopener to 2011-2014 Collective Bargaining Agreement**

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

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

52 C. If the UFF is concerned with the performance of any aspect of the Optional Retirement  
53 Program, the UFF has a right to consult with the University regarding such concern. As a result  
54 of such consultation, the parties may agree to an approach to address the concern if it lies outside  
55 the University's statutory authority.

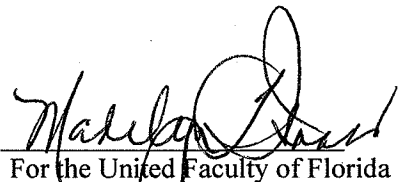
56 24.7 Phased Retirement Program.

57 A. Eligibility.

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

Approved:   
For the Florida Gulf Coast University  
Board of Trustees

Date: 12/3/12

Approved:   
For the United Faculty of Florida

Date: 12/3/12

Language for the 2012-2013 Reopener to 2011-2014 Collective Bargaining Agreement

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

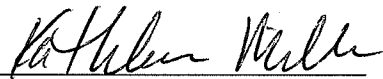
50 B. The parties agree to inform eligible employees regarding the existence of the Optional  
51 Retirement Program.

52 C. If the UFF is concerned with the performance of any aspect of the Optional Retirement  
53 Program, the UFF has a right to consult with the University regarding such concern. As a result  
54 of such consultation, the parties may agree to an approach to address the concern if it lies outside  
55 the University's statutory authority.

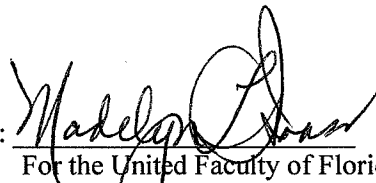
56 24.7 Phased Retirement Program.

57 A. Eligibility.

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

Approved:   
For the Florida Gulf Coast University  
Board of Trustees

Date: 12/3/12

Approved:   
For the United Faculty of Florida

Date: 12/3/12

**Language for the 2012-2013 Reopener to 2011-2014 Collective Bargaining Agreement**

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

---

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

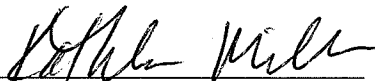
71 B. Program Provisions.

72 (1) All participants must retire and thereby relinquish all rights to tenure as described in Article  
73 15, Multi-Year Appointments and Tenure Status Extension, Probation, Non-Reappointment,  
74 except as stated otherwise in this Article. Participants' retirement benefits shall be determined as  
75 provided under Florida Statutes and the rules of the Division of Retirement.

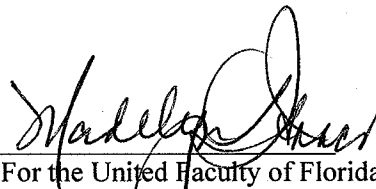
76 (2) Payment for Unused Leave. Participants shall, upon retirement, receive payment for any  
77 unused annual leave and sick leave to which they are entitled.

78 (3) Re-employment.

79 a. Prior to re-employment, participants in the Phased Retirement Program must remain off the  
80 University payroll for six (6) calendar months following the effective date of retirement in order  
81 to validate their retirement, as required by the Florida Division of Retirement. Participants must  
82 comply with the re-employment limitations that apply to the seventh (7th) through twelfth (12th)  
83 month of retirement, pursuant to the provisions of either the Florida Retirement System (which  
84 includes ORP) or the Teachers Retirement System, as appropriate.

Approved:   
For the Florida Gulf Coast University  
Board of Trustees

Date: 12/3/12

Approved:   
For the United Faculty of Florida

Date: 12/3/12

**Language for the 2012-2013 Reopener to 2011-2014 Collective Bargaining Agreement**

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

---

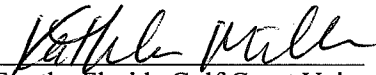
85 b. Participants shall be offered re-employment, in writing, by the University under an Other  
86 Personal Services (OPS) contract for one-half of the academic year, however, the University and  
87 employee may agree to less than one-half of the academic year. The written reemployment offer  
88 shall contain the text of Article 24.7(B)(3)d below.

89 c. Compensation during the period of re-employment shall be at a salary proportional to the  
90 participant's salary prior to retirement, including an amount comparable to the pre-retirement  
91 employer contribution for health and life insurance and an allowance for any taxes associated  
92 with this amount. The assignment shall be scheduled within one (1) semester unless the  
93 participant and the University agree otherwise, beginning with the academic year next following  
94 the date of retirement and subject to the condition outlined in Article 24.7(B)(3)a above.

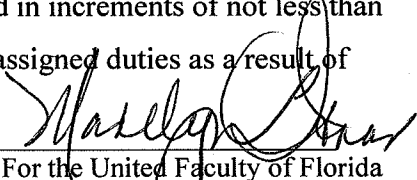
95 d. Participants shall notify the university in writing regarding acceptance or rejection of an offer  
96 of re-employment not later than thirty (30) days after the employee's receipt of the written  
97 reemployment offer. Failure to notify the University regarding re-employment may result in the  
98 employee's forfeiting re-employment for that academic year.

99 (4) Leave for Illness/Injury.

100 a. Each participant shall be credited with five (5) days of leave with pay at the beginning of each  
101 full-time semester appointment. For less than full-time appointments, the leave shall be credited  
102 on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than  
103 four (4) hours (½ day) when the participant is unable to perform assigned duties as a result of

Approved:   
For the Florida Gulf Coast University  
Board of Trustees

Date: 12/3/12

Approved:   
For the United Faculty of Florida

Date: 12/3/12

Language for the 2012-2013 Reopener to 2011-2014 Collective Bargaining Agreement

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

---


104 illness or injury of the participant or a member of the participant's immediate family. For the  
105 purposes of this Section, immediate family shall include the participant's spouse, mother, father,  
106 brother, sister, natural, adopted, or step child, or other relative living in the participant's  
107 household.

108 b. Such leave may be accumulated; however, upon termination of the post- retirement  
109 reemployment period, the participant shall not be reimbursed for unused leave.

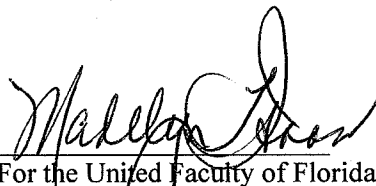
110 (5) Personal Non-Medical Leave.

111 a. Each participant who was on a twelve (12) month appointment upon entering the Phased  
112 Retirement Program and whose assignment during the period of reemployment is the same as  
113 that during the twelve (12) month appointment shall be credited with five (5) days of leave with  
114 pay at the beginning of each full-time semester appointment. This leave is to be used in  
115 increments of not less than four (4) hours (½ day) for personal reasons unrelated to illness or  
116 injury. Except in the case of emergency, the employee shall provide at least two (2) days notice  
117 of the intended leave. Approval of the dates on which the employee wishes to take such leave  
118 shall be at the discretion of the supervisor and shall be subject to the consideration of  
119 departmental and organizational scheduling.

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

Approved:   
For the Florida Gulf Coast University  
Board of Trustees

Date: 12/3/12

Approved:   
For the United Faculty of Florida

Date: 12/3/12



**Language for the 2012-2013 Reopener to 2011-2014 Collective Bargaining Agreement**

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

---

122 (6) Re-employment Period.

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

126 b. The period of re-employment obligation shall not be shortened by the University, except under  
127 the provisions of Article 16 of the Agreement. During the period of reemployment, participants  
128 are to be treated, based on status at point of retirement, as tenured employees or non-tenure  
129 earning employees with five (5) or more years of continuous service, as appropriate, for purposes  
130 of Article 13.2(B) of the Agreement.

131 (7) Declining Re-employment. A participant may decline an offer of reemployment during any  
132 academic year. Such a decision shall not extend the period of reemployment beyond the period  
133 described in Article 24.7(B)(6)a above. At the conclusion of the re-employment period, the  
134 university may, at its option, continue to re-employ participants in this program on a year-to-year  
135 basis.

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

Approved: Kathleen Miller  
For the Florida Gulf Coast University  
Board of Trustees

Date: 12/3/12

Approved: Markelya Chan  
For the United Faculty of Florida

Date: 12/3/10

**Language for the 2012-2013 Reopener to 2011-2014 Collective Bargaining Agreement**

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

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

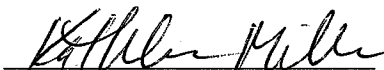
142 (10) Payroll Deductions. The UFF payroll deductions, as specified in Article 25, if applicable,  
143 shall be continued for a program participant during each reemployment period.

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

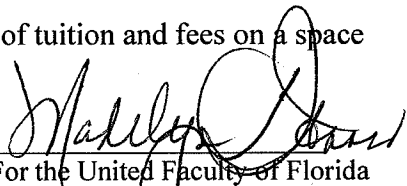
146 (12) The employee's decision to participate in the Phased Retirement Program and to resign the  
147 employee's established position is irrevocable after the required approval document has been  
148 executed by all parties.

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

152 24.8 Free University Courses for Employees. The University shall provide the following  
153 Employee Tuition and Fee Voucher ~~Policy Program, FGCU Policy 3.12~~, as approved by the  
154 Board of Trustees on October 6, 2004. Full-time employees, including employees on sabbaticals  
155 or on professional development leave, may enroll for up to six (6) credit hours of instruction per  
156 term (Fall, Spring, or Summer) at the University without payment of tuition and fees on a space

Approved:   
For the Florida Gulf Coast University  
Board of Trustees

Date: 12/3/12

Approved:   
For the United Faculty of Florida

Date: 12/3/12

Language for the 2012-2013 Reopener to 2011-2014 Collective Bargaining Agreement

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


157 available basis. The program allows employees to allocate their unused tuition and fee voucher  
158 per term to their spouse and/or eligible dependents.

159 24.9 Employee Assistance Programs. Employees shall have access to any Employee Assistance  
160 Program (EAP) of the University. Such program may include assessment, referral, follow-up  
161 consultation, short-term counseling, and other services for employees with personal, family, job  
162 stress, or substance abuse problems. Any policies created or revised by the university in the  
163 development or operation of its EAP shall be discussed in consultation with the local UFF  
164 Chapter.

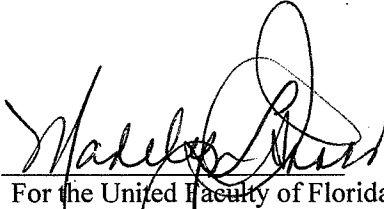
165 24.10 Pre-tax Benefits Program. In accordance with IRS regulation and federal and state laws the  
166 University shall continue to offer the State of Florida's pre-tax benefits program for salaried  
167 employees which includes but are not limited to: (1) pay for their applicable State insurance  
168 premiums on a pre-tax basis and, (2) utilize flexible spending accounts for medical and  
169 dependent care expenses.

170 24.11 ~~The University and UFF agree to continue to discuss the possibility of providing benefits~~  
171 ~~for domestic partners.~~ Faculty shall have access to any Domestic Partner Benefits (DPB) of the  
172 University, the specifics of which shall be outlined in a policy. Any policies created or revised  
173 by the University in the development or operation of its DPB shall be discussed in consultation  
174 with the UFF.

175

Approved:   
For the Florida Gulf Coast University  
Board of Trustees

Date: 12/3/12

Approved:   
For the United Faculty of Florida

Date: 12/3/12