

**ARTICLE 26**  
**BENEFITS**

**26.1 Benefits Improvements.** The Board and UFF support legislation to provide adequate and affordable health insurance to all faculty.

**26.2 Part-Time Faculty.** Part-time faculty, and those in eligible positions funded from Other Personal Services funds, are entitled to employer-funded benefits, in accordance with State Law, the rules of the Department of Management Services and the Division of Retirement, and University rules and policies. Part-time faculty should contact the Human Resources Office to determine the nature and extent of the benefits for which they are eligible.

**26.3 Retirement Credit/Special Circumstances.** Retirement credit for faculty who are authorized to take uncompensated or partially compensated leaves of absence will 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. Faculty who are to take such a leave of absence should contact the Human Resources Office for complete information prior to taking the leave.

**26.4 Benefits for Retired Faculty.**

- (a) Faculty retired from the University of West Florida will be eligible, upon request, and on the same basis as other faculty, subject to University policies, to receive the following benefits from the University of West Florida:
- (1) Retired faculty 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 as provided to faculty currently active;
  - (6) Use of University recreational facilities (retired faculty may be charged fees different from those of other faculty 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 Florida Statutes;
  - (8) A mailbox in the department unit from which the faculty member retired, subject to space availability; and
  - (9) A University e-mail address.
- (b) In accordance with University policy, and on a space available basis, the University is encouraged to grant a retired faculty member's request for office or laboratory space.
- (c) With the exception of retirees who participate in the Optional Retirement Program (ORP) and for whom provisions have been made, as stipulated in section 26.5(a)(5) of this Agreement, retired faculty of any state administered retirement system are entitled to health

2022 9/7/22

Jeffrey H. 9/7/22

insurance subsidy payments in accordance with State law.

**26.5 Optional Retirement Program (ORP).**

- (a) The University will participate in the Optional Retirement Program (hereafter "ORP") to the extent offered by the State of Florida in accordance with the provisions of State law. Eligibility criteria and terms for ORP participation are as follows:
- (1) Faculty who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System.
  - (2) Any faculty member whose Optional Retirement Program eligibility results from initial employment will be enrolled as a member of the Optional Retirement Program. If the faculty member does not execute an annuity contract with an Optional Retirement Program approved provider and notify the Division of Retirement in writing within ninety (90) days, the faculty member will be enrolled as a member of the Florida Retirement System as directed by the Florida legislature.
  - (3) No accrued service credit or vested retirement benefits will be lost if a faculty member participates in the Optional Retirement Program;
  - (4) Benefits under the Optional Retirement Program will be fully and immediately vested in the participating faculty member's selected provider portfolio;
  - (5) The University will contribute to the Optional Retirement Program, on behalf of each faculty member participating in the program, an amount required by the Florida legislature as 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 Program participants (see section 112.363(8), Florida Statutes) plus any employee contribution mandated by the Florida legislature, less a reasonable and necessary amount, as determined by the Legislature, which will be provided to the Division of Retirement for administering the program ; and
  - (6) A participating faculty member may contribute to the Optional Retirement Program, by salary reduction or deduction, a percentage amount of the faculty member'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 faculty 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 Board or another State agency, the UFF has a right to consult with the Board 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 Board's statutory authority.

**26.6 Phased Retirement Program (PRP).**

- (a) The Phased Retirement Program contained in Article 26.6 of the Collective Bargaining Agreement between the United Faculty of Florida and the University of West Florida Board

*mm 9/12/22*

*parts re 9/7/22*



of Trustees is suspended through the duration of this reopened agreement.

(a)(b) Eligibility and Program Provisions

- (1) Faculty who have accrued the required number of years as determined by the Florida legislature, of creditable service in the Florida or Teachers Retirement System (FRS or TRS) or Optional Retirement Program (ORP), except those faculty referenced in 26.6(b), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the faculty member's sixty-sixth (66th) birthday. Faculty members who decide to participate must provide written notice to the University of such a decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Faculty members who choose to participate must retire with an effective date not later than 180 days, nor less than 90 days, after they submit such written notice, except that when the end of the 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) All participants must retire and thereby relinquish all rights to tenure/permanent status as described in Article 16 (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.
- (3) Payment for Unused Leave. Participants shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.
- (4) Re-employment.
  - a. Re-employment for faculty participating in the Phased Retirement Program will be in accordance with the provisions of State law and the Florida Division of Retirement System Administrative Code.
  - b. Participants shall be offered re-employment, in writing, by the University under an Other Personnel Services (OPS) contract for one half (1/2) of the academic year; however, the University and faculty member may agree to less than one half (1/2) of the academic year. The written re-employment offer shall contain the text of 26.6(a)(4)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 26.6(a)(4)a and 26.6(a)(4)b. 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 faculty member's receipt of the written reemployment offer. Failure to notify the University regarding reemployment may result in the faculty member's forfeiting reemployment for that academic year.
- (5) Leave for Illness/Injury.

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,

Jmm 9/7/22

Just 22  
9/7/22

the leave will 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 (1/2 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 will include the participant's spouse, mother, father, brother, sister, natural, adopted, or step child, or other relative living in the participant's household.

- a. Such leave may be accumulated; however, upon termination of the post-retirement re-employment period, the participant will not be reimbursed for unused leave.
- (6) 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 will be credited with five (5) days of leave with pay at the beginning of each full-time semester for personal reasons unrelated to illness or injury. This leave is to be used in increments of not less than four (4) hours (112 day). Except in the case of emergency, the dates on which the faculty member wishes to take such leave will be at the discretion of the supervisor and will be subject to the consideration of departmental and organizational scheduling.
  - b. Such leave will not be accumulated, nor will the participant be reimbursed for unused leave upon termination of the post-retirement re-employment period.
- (7) Re-employment Period.
- a. The period of re-employment obligation will 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 will not be shortened by the University, except under the provisions of Article 17 (Disciplinary Action,) of the Agreement. During the period of reemployment, participants are to be treated, based on status at point of retirement, as tenured faculty or non-tenure-earning faculty with five (5) or more years of continuous service, as appropriate, for purposes of sections 14.2(a) and (b) (Layoff Considerations) of the Agreement.
- (8) Declining Re-employment. A participant may decline an offer of re-employment during any academic year. Such a decision will not extend the period of re-employment beyond the period described in section 26.6(a)(7)a. 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.
- (9) Salary Increases. Participants will receive all increases guaranteed to faculty in established positions, in an amount proportional to the part-time appointment, and will be eligible for non-guaranteed salary increases on the same basis as other faculty.
- Preservation of Rights. Participants will retain all rights, privileges, and benefits of employment, as provided in laws, rules, and this Agreement, and University policies, subject to the conditions contained in this Article.

Jmm 9/7/22

Aut JL  
9/7/22



- (10) Payroll Deductions. The UFF payroll deductions, as specified in Article 28 (Payroll Deduction), if applicable, will be continued for a program participant during each re-employment period.
  - (11) Contracts and grants. Nothing will prevent the employer or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.
  - (12) The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.
- ~~(b)~~(c) Ineligible Faculty. Faculty who have received notice of non-reappointment, layoff, or termination or those who participate in the State's Deferred Retirement Option Program (hereafter "DROP") are not eligible to participate in the Phased Retirement Program.
- ~~(e)~~(d) Phased Retirement Program Information Document. The parties agree to jointly develop written information describing the current provisions of the Phased Retirement Program in the Agreement. The Board will distribute this written information to the Human Resource Office and the UFF Chapter, upon request.

**26.7 Deferred Retirement Option Program (DROP).** The University will participate in the Deferred Retirement Option Program to the full extent provided under State law. The DROP program is complex. Prior to electing to participate in this program, faculty are advised to consult a Human Resources specialist at the University with expertise in this area.

**26.8 Free University Courses for Faculty and/or Dependents.** Full-time faculty members, including faculty on sabbatical or on professional development or grants-in-aid leave, are entitled to up to six (6) credit hours of instruction at the University of West Florida per semester (Fall, Spring, or Summer) without payment of tuition or mandatory fees. The entitlement may be used by the faculty member or his or her dependents, subject to the restrictions listed in (a) through (f) below.

- (a) Each faculty member may utilize no more than a total of six (6) credit hours per semester.
- (b) The six (6) hours of instruction per semester may be utilized by the faculty member for undergraduate or graduate credit, subject to the restrictions listed in (f), below.
- (c) The faculty member's dependents may utilize some or all of the six (6) credit hours. The dependent may utilize the credit for graduate or undergraduate credit, subject to the restrictions listed in (e) and (f), below.
- (d) For purposes of this program, a "dependent" is a spouse, any natural, adopted, or step child of the faculty member, or any other child for whom the faculty member is a legal guardian, under the age of twenty-five (25) as of the first day of classes for the semester. A natural, adopted, or step child, or any other child for whom the faculty member is a legal guardian, over the age of twenty-five (25), as long as that child is claimed as a dependent on the faculty member's federal tax return or the faculty member pays for more than 50% of that child's support, as defined by the Internal Revenue Code, is also a dependent for purposes of this program. Special circumstances that suggest consideration of a case not fitting the above definition of "dependent" should be

mm 9/7/22

party his 9/7/22

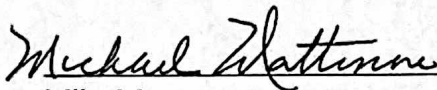
presented to the Director of Human Resources.

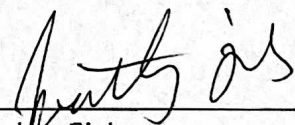
- (e) The faculty member's dependent may not register for more than three (3) graduate credit hours per semester.
- (f) The faculty member or dependent may not use this program for directed studies, practice, internships, music and theater performance, continuing education, and other one-on-one course situations, such as theses and dissertations.

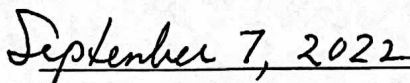
**26.9 Employee Assistance Programs.** The University may offer an Employee Assistance Program (hereafter "EAP") for assessment, referral, follow-up consultation, short-term counseling, and other services for faculty with personal, family, job stress, or substance abuse problems. Any policies created or revised by the University in the development or operation of its EAP will be discussed in consultation with the UFF.

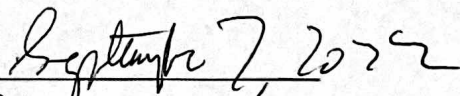
**26.10 Pre-tax Benefits Program.** To the extent provided by law, the Board will continue to provide a pre-tax benefits program for faculty which includes the opportunity to: (1) pay for their State insurance premiums on a pre-tax basis and (2) utilize flexible spending accounts for medical and dependent care expenses, (3) voluntary 403(b) investment plan, and (4) state provided 457 deferred compensation plan.

Tentative agreement between both parties:

  
\_\_\_\_\_  
Mike Mattamore  
UWF Chief Negotiator

  
\_\_\_\_\_  
Jonathan Fink  
UFF Chief Negotiator

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date