USF Board of Trustees  
May 31, 2007

Issue: Collective Bargaining Agreement

Proposed Action
Approve a new Article 23 (Salary) and Article 24 (Benefits) and a Memorandum of Understanding in the 2004-2007 Collective Bargaining Agreement.

Background Information
USF and UFF bargaining teams have reached a tentative agreement on salary and benefit packages, bringing these re-opened provisions of the Collective Bargaining Agreement to a successful conclusion. In addition, both sides signed a memorandum of understanding to set up a committee to study issues pertaining to any possible agreement on parental leave.

Under the terms of the salary agreement, USF will establish (in addition to the 3% distributed in October and the promotional increases received in August) a 1.5% pool to be distributed as follows: 1.4% in weighted merit increases for satisfactory performance in assigned duties; 0.1% pool for market adjustment for those who have been employed at USF for 25 years or more. The agreement allows for some amount to be drawn from the general merit pool to meet the obligations under the market adjustment pool. The University reserves the authority to distribute up to additional 1.0% discretionary funds for such things as increased duties and responsibilities, counteroffers, lawsuit settlements, and market equity issues.

The benefit package (Article 24) calls for the University and UFF to establish a committee to investigate the availability of an insurance carrier to provide a domestic partner health insurance program. The committee will also investigate coverage options and availability of non-state funding sources to pay the employer’s premium contribution.

The memorandum of understanding will establish a committee to study the varieties of issues (six are identified but are not exclusive) pertaining to a provision of parental leave for faculty.

Copies of the old and revised Articles 23 and 24 and the Memorandum of Understanding are attached.

Significant Policy Issues for Board to Consider

BOT Workgroup Approval: Finance & Audit Workgroup
Supporting documentation: old and revised Articles 23 and 24 and the Memorandum of Understanding
Prepared by: Kofi Glover (813) 974-5567
Tentative Agreement

For UFF

For USF

Date

Date

Article 23
Salaries

23.1 Pay Plan

Ranked Faculty (Lecturers, Instructors, Assistant Professors, Associate Professors, Professors, and equivalent Librarian ranks); non-ranked faculty; and in-unit Administrative and Professional employees:

A. Competitive Pay Increases. The university shall provide all eligible employees in the pay plan a competitive pay increase of 3.0% to the employee’s September 30, 2006 base salary. Eligible employees are those who are, at a minimum, meeting their required performance standards. A satisfactory or better on their most recent evaluation (an employee with assigned FTE must have a “satisfactory” in the majority of assigned FTE), would meet the eligibility requirement. Satisfactory or better equates to a minimum of a “3.0” on a 5.0 point numerical rating scale.

B. Promotion Increases. All employees receiving promotions shall receive a 9% increase to their June 30, 2006, base salary. In addition, employees promoted to Assistant Professor/Librarian shall receive an additional $1,500 base increase; employees promoted to Associate Professor/Librarian shall receive and additional $2,500 base increase; employees promoted to Professor/Librarian shall receive an additional $3,500 base increase. Promotion increases shall be made and paid from and under the provisions of 23.5.

C. General Merit Increases.

The University shall provide a salary pool equal to 1.40% of the June 30, 2006, in-unit employee salary base to be distributed as follows to all eligible in-unit employees. Eligible employees are those employees whose most recent performance evaluations (2005 evaluation for employees on a calendar year basis and 2005/2006 evaluation for employees evaluated on an academic year or annual contract basis) are satisfactory and above (a minimum score on the most recent annual evaluation of at least 3.0 on a 5.0 point numerical rating scale). This pool shall be distributed at the department/unit level.

The nominal evaluation ratings on the most recent annual evaluation shall be converted to numerical ratings (if ratings are already in numerical form, then those numbers shall be utilized so long as they are consistent with the 5.0 point scale that follows) with “outstanding” = 5.0; “strong to outstanding” = 4.5; “strong” = 4.0; “Satisfactory to strong” = 3.5; “satisfactory” = 3.0; “weak to satisfactory” = 2.5; “weak” = 2.0; “unacceptable to weak” = 1.5; and, “unacceptable” = 1.0.
Using the most recent annual evaluation, each employee’s numerical score in each area of assigned activity (the average of the peer committee’s rating, if applicable, and the supervisor’s rating) shall be multiplied by the assigned FTE, if applicable, to derive the overall raw score in each area of assignment (for example, an employee receiving a rating of 4.0 in instruction, with a .60 FTE assignment in instruction would have a raw score in this category of 2.4, derived by multiplying 4.0 by .60). Raw scores in each area of assignment are added together to determine the overall raw score of the employee. The highest total raw score possible would be 5.0 and the lowest, 1.0. Once the overall raw score has been computed, all those employees with a minimum score of 3.0 or better would be eligible for general merit pool consideration.

In each department/unit, the performance scores shall be added together for all employees who have been determined eligible to participate in the distribution of the general merit pool. An individual’s percentage ownership of the department/unit’s total performance scores shall be calculated by dividing the individual’s performance score by the department/unit’s total performance score points. Each qualified employee shall be awarded an amount equivalent to her/his percentage ownership of the department’s pool of money.

D. Market Adjustment Increases. The University shall provide a salary pool equal to .10% of the June 30, 2006 in-unit employee salary base to be distributed as follows to eligible employees. Eligible employees are those employees who have been employed at the University for 25 years or more as of August 6, 2006, (25 academic years or more for those on academic year contracts or 25 calendar years or more for those on 12 month contracts or a combination thereof) whose performance over the last six annual evaluations (2000 through 2005 evaluations for employees evaluated on a calendar year basis and 2000/2001 through 2005/2006 evaluations for employees evaluated on an academic year or annual contract basis) averaged “Strong” or better (numerical average of 4.0 or better on a 5.0 point scale) and whose base salary after the Competitive Pay Increases in 23.1A is less than 80% of the employee’s average national market salary as determined by current OSU, ARL, or other relevant national market salary data.

1. The base salary of each eligible employee, qualified as determined under 23.1D above, and who has been employed at the University for 25 years or more as of August 6, 2006, shall be adjusted by an amount that brings the employee’s June 30, 2006 base salary plus the Competitive Pay Increase in 23.1A to 80% of the employee’s average national market salary as determined by OSU, ARL or other relevant national market salary data but not to exceed $10,000.

2. If the salary pool of .10% is in excess of the funds needed to fully fund the market adjustments in Article 23.1 D., then the excess funds shall be added to the salary pool in Article 23.1.C. If the funds in the salary pool of .10% are insufficient to fully fund the market adjustments in Article 23.1 D., then the additional funds necessary to do so shall be added to the salary pool of .10% from 23.1.C.

3. The Research 1 Group Classification data of the 2005-2006 OSU Faculty Salary Survey by Discipline and the same classification code of OSU (i.e. CIP), ARL or other relevant national market salary data employed to determine an eligible employee’s compression/inversion increase pursuant to Article 23.1C of the 2005/2006 Collective Bargaining Agreement shall be employed to determine an
eligible employee’s average national market salary to determine an eligible employee’s market adjustment increase pursuant to this Article 23.1D.

E. Additional Eligibility Requirements. Employees who are on visiting appointments, temporary appointments or who have received notice of non-reappointment or dismissal or who have resigned with an effective date occurring prior to the effective date of the salary increase described herein and who are not employed by the University as of May 1, 2006 are not eligible to receive the increases described in Article 23.1B, 23.1C and 23.1D above.

23.2 Effective Dates. The effective date of the salary increases described in Article 23.1A and 23.1C shall be October 1, 2006. The effective date of the salary increases described in Article 23.1B shall be August 7, 2006. The effective date of the salary increase described in Article 23.1D shall be January 2, 2007.

23.3 Contract and Grant Funded Increases. Employees on contracts or grants shall receive salary increases equivalent to similar employees on state funding, provided that such salary increases are permitted by the terms of the contract or grant, the rules of the funding agency, and adequate funds are available for this purpose in the contract or grant.

23.4 Type of Payment for Assigned Duties. Employees shall be paid from salary dollars for all assigned duties up to the established FTE on the position and from OPS dollars for assigned duties in excess of the established FTE on the position. Employees on 9-month appointments shall be paid during the Summer Terms, if appointed, from salary dollars up to 1.0 FTE if appointed in the home department/unit. Appointments in excess of 1.0 FTE shall be paid from OPS dollars. Employees may be paid from OPS dollars for assignments outside employees' home departments/units and for work on USF-funded internal grant programs.

23.5 Salary Adjustments. The University shall retain the authority to make salary adjustments for employees, based on the published guidelines of the University in effect as of August 7, 2004, for promotions, increased duties and responsibilities, extra compensation and verified counteroffers. Also, the University shall retain the authority to enter into financial settlements with employees in the settlement of grievances and lawsuits and other disputes. In addition, the University retains the authority to make salary adjustments and to provide cash bonuses for special achievements and to make salary adjustments for market equity, including compression/inversion, and to develop and implement plans to provide additional base salary or lump sum increases for excellence in research, teaching, service and other assigned duties so long as the total annual expenditure does not exceed 1.00% of the June 30, 2006 in-unit employee salary base. All other salary adjustments and cash bonuses in excess of the 1.00% shall be subject to negotiations with UFF.

23.6 Report to Employees. All employees shall receive written notice of their salary increases on the "Appendix E" form prior to the implementation of the salary increases described in this article. Upon request, an employee shall have the opportunity to consult with the person or committee which makes the initial and final recommendation for salary increases.

23.7 Report to UFF. Written reports shall be provided without cost by USF to UFF indicating all salary adjustments and bonuses made through June 30, 2007 pursuant to Article 23.1B, 23.1C and 23.1D and 23.5 by amount, nature of adjustment, name, rank department and college. The information shall be provided on a periodic basis no later than the last business day of April, May and June 2007.
24.10 Domestic Partner Health Insurance Study. The University and UFF shall each appoint three (3) representatives to serve on a Domestic Partner Health Insurance Study Committee to investigate the availability of an insurance carrier to provide the insurance, the coverage options and cost and a non-state funding source to pay the employer’s premium contribution. The study committee shall issue a written report within four (4) months of the ratification of this Article.
Memorandum of Understanding Between the University of South Florida Board of Trustees And The United Faculty of Florida, University of South Florida Chapter

Parental Leave

Whereas the University of South Florida Board of Trustees ("UBOT") and the United Faculty of Florida, USF Chapter ("UFF/USF") seek to enhance recruitment efforts and retain faculty; and
Whereas UBOT and UFF/USF seek to cause fewer disruptions and inconvenience to students which may be the consequence of a faculty member’s child birth or child adoption; and
Whereas UBOT and UFF/USF seek to provide a parental leave benefit in a fiscally responsible manner,
Now, therefore, UBOT and UFF/USF agree to establish a committee to develop a proposal for parental leave for faculty who become parents through birth or adoption of a pre-school child (ren). The proposal will seek input from the faculty and include the following:

1. Who and how many per household should be eligible at any given time? Provide rationale.
2. Duration of leave at any given time.
3. How many times could a faculty be eligible during employment at USF?
4. Effect on tenure clock for pre-tenure faculty who take parental leave.
5. Provide cost analysis and source of funding, including the use of sick leave and/or annual leave time.
6. Service to the University of South Florida after parental leave or the consequences if faculty voluntarily does not return.

For USF

Date

For UFF

Date
Article 23

Salaries

23.1 Faculty Pay Plan.

A. Ranked Faculty (Lecturers, Instructors, Assistant Professors, Associate Professors, Professors, and equivalent Librarian ranks):

(1). Lump-Sum Bonus. The University shall provide all eligible ranked faculty employees in the faculty pay plan a one-time, lump-sum bonus of $1,000, less taxes, from the legislative appropriation, effective December 1, 2004. Eligible employees are those faculty whose most recent performance evaluation is at least satisfactory (as determined by a rating of "satisfactory" or better on a majority of assigned FTE), and who were continuously appointed from July 1, 2004 through December 1, 2004.

(2). Performance/Market Package. The University shall provide a salary pool equal to 5% of the June 30, 2004 ranked in-unit faculty salary base to be distributed as follows in Articles 23.1 (A)(2) a and 23.1(A)(2) b. to all eligible ranked faculty employees. Eligible employees are those ranked faculty whose most recent performance evaluations exceed "satisfactory" (a minimum score on the most recent annual evaluation of at least 3.5 on a 5-point scale, i.e., "satisfactory to strong") who held regular appointments (excludes visitors) at USF on May 1, 2004. These pools will be distributed at the department/unit level.

a. Drawn from the 5% pool described above will be a pool of approximately 4% which will be distributed as follows:

The nominal evaluation ratings on the most recent annual evaluation will be converted to numerical ratings (if ratings are already in numerical form, then those numbers will be utilized so long as they are consistent with the 5-point scale that follows) with "outstanding" = 5; "strong to outstanding" = 4.5; "strong" = 4; "satisfactory to strong" =3.5; "satisfactory" = 3; "weak to satisfactory" = 2.5; "weak" = 2; "unacceptable to weak" = 1.5; and, "unacceptable" = 1.

Using the most recent annual evaluation, each employee's numerical score in each area of assigned activity (the average of the peer committee's rating, if applicable, and the supervisor's rating) will be multiplied by the assigned FTE to derive the overall raw score in each area of assignment (for example, a faculty member receiving a rating of 4 in instruction, with a .60 FTE assignment in instruction would have a raw score in this category of 2.4, derived by multiplying 4 by .60). Raw scores in each area of assignment are added together to determine the overall raw score for the individual faculty member. The highest total raw score possible would be 5 and the lowest, 1.

Once the overall raw score has been computed, all those faculty with a minimum score of 3.5 would be eligible for merit pool consideration.

For those employees who have been established as eligible for merit increases by virtue of an overall raw score of 3.5 or above, a final calculation is made to determine an adjusted performance score. Employees whose overall raw scores are 4.75 or above will have those scores adjusted by a multiplier of 1.2. Employees whose overall raw scores are 4.5 to 4.75 will have those scores adjusted by a multiplier of 1.1. Employees whose overall raw scores are 4 to 4.5 will retain those scores. Employees whose overall scores are 3.5 to 4 will have those scores adjusted by a multiplier of .8. The scores so derived will constitute the adjusted performance scores.

In each unit the adjusted performance scores will be added together for all employees who have been determined eligible to participate in the distribution of the merit pool. The percentage ownership of the unit's total adjusted performance scores will be
calculated by dividing each employee's adjusted performance score by the unit's total adjusted performance score points.

Each eligible employee's salary will be adjusted to a 9-month, 1.0 FTE rate and multiplied by each employee's adjusted performance score. The resulting numbers will be added together and each employee's percentage ownership of that total will be calculated by dividing each individual employee's part of that total by the total of the unit.

The unit's salary pool will then be divided into two equal pots and distributed to the eligible employees based on each employee's percentage ownership of each pot. The first pot will be divided based on performance only and the second pot divided based on salary weighted by performance. If after this distribution some eligible employees have not received the mandated 2% guaranteed minimum (as described in Article 23.1(A)(4)), then the adjustment must be made and the pots reconfigured and redistributed in the manner previously described, dropping out the employees who received the guaranteed 2% minimum.

b. A 1% performance pool will be distributed to eligible employees at the discretion of the department/unit supervisor based on merit, market, including compression/inversion, or other similar situations. No faculty may be awarded an increase from this pool that exceeds 5% of that faculty member's base salary after all other increases have been added.

c. After all base salary increases have been calculated, those employees whose salaries still fall 20% or more below national market as determined by current OSU or ARL data and whose performance over the last five annual evaluations averaged "strong" (numerical average score of 4) or better, will receive a base salary increase of 1%. This will be taken off the top of the formula driven 4% merit pool and is expected to represent approximately .2% of the salary base.

(3). Promotions. All faculty receiving promotions will receive a 9% increase to their June 30, 2004 base salary. In addition, faculty promoted to Assistant Professor/Librarian will receive an additional $1,500 base increase; faculty promoted to Associate Professor/Librarian will receive an additional $2,500 base increase; faculty promoted to Professor/Librarian will receive an additional $3,500 base increase. Promotion increases will be made under the provisions of 23.7.

(4). Guaranteed Minimum. For FY 2004-05, all eligible ranked faculty employees whose performance is at least "satisfactory" or better on a majority of assigned FTE will receive a guaranteed minimum of 2%. This increase will be satisfied by any base salary increase source.

B. Non-Ranked Faculty

(1). Lump-Sum Bonuses. The University shall provide all eligible non-ranked faculty employees a one-time lump-sum bonus of $1,000, less taxes, from the legislative appropriation, effective December 1, 2004. Eligible employees are those non-ranked faculty employees whose most recent evaluations are satisfactory or better on a majority of assigned FTE and who were continuously appointed from July 1, 2004 through December 1, 2004.

(2). Performance/Market Salary Package. The University will provide a salary pool equal to 5% of the 2003-04 salary base of in-unit non-rank faculty employees, approximately 4% of which will be distributed in consideration of performance as established by the most recent annual evaluation. An additional 1% will be distributed at the discretion of the department/unit supervisor based on merit, market factors, including compression/inversion or other similar situations. All non-ranked faculty employees whose performance based on the most recent annual evaluation is at least satisfactory
will receive a guaranteed minimum base salary increase of 2%. This increase will be satisfied by any base salary increase source.

23.2 Administrative and Professional Pay Plan.

A. Lump-Sum Bonus. The University shall provide all eligible employees in the A&P pay plan a one-time lump-sum bonus of $1,000, less taxes, from the legislative appropriation, effective December 1, 2004. Eligible employees are those A&P employees whose most recent evaluations are at least satisfactory and who were continuously appointed from July 1, 2004 through December 1, 2004.

B. Performance/Market Salary Package. The University will provide a salary pool equal to 5% of the 2003-04 in-unit A&P salary base to be distributed in consideration of performance and salary market.

23.3 Eligibility. Eligibility for salary increases on a performance basis shall be as previously defined in this article. Employees who were not on regular line appointments as of May 1, 2004 are not eligible to receive the AY 2004-05 salary increases described herein. Employees who are on visiting appointments, temporary appointments or who have received notice of non-reappointment or dismissal or who have resigned with an effective date occurring prior to the implementation of the salary increases described in this article, are not eligible to receive the AY 2004-05 salary increases described herein.

23.4 Effective Dates. The effective date of the salary increases described in Articles 23.1 and 23.2 for faculty and A&P employees shall be August 7, 2004. The one-time lump-sum bonuses shall be included in the payroll covering the legislatively determined December 1, 2004 date. Salary increases provided as a percentage of base salary will be calculated based on the employee's salary of June 30, 2004.

23.5 Contract and Grant Funded Increases. Employees on contracts or grants shall receive salary increases equivalent to similar employees on state funding, provided that such salary increases are permitted by the terms of the contract or grant, the rules of the funding agency and adequate funds are available for this purpose in the contract or grant.

23.6 Type of Payment for Assigned Duties. Employees shall be paid from Salary dollars for all assigned duties up to the established FTE on the position and from OPS dollars for assigned duties in excess of the established FTE on the position. Faculty on 9-month appointments shall be paid during the Summer Terms, if appointed, from Salary dollars up to 1.0 FTE if appointed in the home department/unit. Appointments in excess of 1.0 FTE shall be paid from OPS dollars. Employees may be paid from OPS dollars for assignments outside employees' home departments/units and for work on USF-funded internal grant programs.

23.7 Salary Adjustments. The University shall retain the authority to make salary adjustments for employees, based on the published guidelines of the University in effect as of August 7, 2004, for promotions, increased duties and responsibilities, extra compensation and verified counteroffers. Also the University retains the authority to enter into financial settlements with employees in the settlement of grievances and lawsuits and other disputes. In addition the University retains the authority to make salary adjustments and to provide cash bonuses for special achievements and to make salary adjustments for market equity, including compression/inversion, so long as the total annual expenditure does not exceed 1% of the in-unit faculty salary base. Any other salary programs will be subject to negotiation with UFF. Quarterly reports will be provided to UFF through GEMS for salary adjustments and bonuses done under the provisions of this section.
Article 24
Benefits

24.1 Benefits Improvements. The University and UFF support legislation to provide adequate and affordable health insurance to all employees.

24.2 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 personnel office at the University 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 the University for complete information prior to taking the leave.

24.4 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 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.
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 24.5(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.

24.5 Optional Retirement Program.
A. An 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, whether administered by the University or State agency, 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.

24.6 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 24.6(A)(2), are eligible to participate in the Phased Retirement 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, 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.

(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 one (1) calendar month 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 second through twelfth 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 (NOTE: exceptions to this provision are described in Article 24.6(B)(13) below) 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 re-employment offer shall contain the text of Article 24.6(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 24.6(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 re-employment 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,
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
re-employment 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 re-
employment 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.

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 re-
employment, 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 Articles 13.2(A) and 13.2(B) of the
Agreement.

(7). Declining Re-employment. A participant may decline an offer of re-employment
during any academic year. Such a decision shall not extend the period of re-employment
beyond the period described in Article 24.6(B)(5)b 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 USF/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 re-employment period, upon request of the employee.

(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.

(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.

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

C. PRP Information Document. The parties agree to jointly develop written information describing the current provisions of the Phased Retirement Program in this Agreement.

24.7 Free University Courses for Employees. The University shall provide the following Employee Education Program ("EEP"). The EEP is distinct from the Department of Management Services' State Employee Education Voucher Program created by the 2001 Florida Legislature. The 2001-02 Appropriations Act prohibits tuition waivers as used in the past. The EEP Program is an entirely new and independent opportunity funded from limited existing University resources. 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 on a space available basis.

24.8 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.

24.9 Pre-tax Benefits Program. In accordance with IRS regulation and law the University shall continue to provide a pre-tax benefits program for salaried employees 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.

24.10 The University and UFF agree to discuss the benefits and fiscal impacts of domestic partner benefits and also tuition for spouses and children.