

## **ARTICLE 13**

### **FRINGE BENEFITS**

In order to ensure close communication and cooperation between the College and the Pensacola State College Faculty Association, it is agreed that the President of the Association may appoint two (2) faculty members to serve on the Benefits Committee for each academic year. The appointed faculty members shall have the same committee rights and privileges as the other members of the Committee except the right to vote on all decisions and recommendations. The appointed faculty members shall be notified of scheduled meeting times and locations and shall be provided appropriate materials. It is understood by both parties that no decision or recommendation of the Benefits Committee shall infringe upon the bargaining rights of the Association or the College.

If additional non-salary benefits are offered to all career service, professional, and administrative personnel of the College during the period covered by this Agreement, the College will present those benefits to the faculty on the same terms as for other College employees if approved by the Executive Board of the Association.

#### **13.01 Insurance**

##### **A. Health and Major Medical**

For each faculty member, the College shall offer to provide and pay the premium(s) for a comprehensive health and major medical plan or an HMO up to the actual premium, or an amount equal to that contributed for Career Service and Administrative employees of the College.

If more than one plan is offered by the College, each faculty member shall have the option of choosing which plan he or she wants, but shall pay any premiums not covered by the College's contribution.

Coverage is effective the first day of the month following the hire date and includes coverage for the full academic year or through the end of the month of the effective resignation date if prior to the end of the academic year. An employee of the College may make a change in his or her coverage by providing a properly processed change in status/life event as defined by the IRS or during established and announced open enrollment periods. Eligibility for employee and dependent coverage shall be defined in the health insurance summary plan description. Open enrollment periods are announced via email to CollegeAll.

##### **B. Life Insurance**

The College shall provide and pay fully the premium for term life insurance for each faculty member in the amount of \$50,000. A faculty member whose contracted salary is between \$50,000 and \$74,999 may purchase through payroll deduction an additional \$25,000 coverage at the group rate by remitting to the College the cost of same. A faculty whose guaranteed salary is \$75,000 or greater may purchase an additional \$50,000 coverage. From age 65 until age 70 the amount is reduced by 35%. At age 70, the coverage is reduced to 50%, with an additional reduction of 25% at age 75+.

A faculty member may purchase through payroll deduction additional coverage as offered by the insurance carrier by remitting to the College the cost of same.

Explanation of the provisions of the individual's life insurance coverage, including the benefits for accidental death and dismemberment, will be given to each faculty member at least once during each academic year.

#### C. Payroll Deductions

Payroll deductions shall be used, when available, for the payment of any insurance premiums not covered by the College's contribution. When payroll deductions are not available, a faculty member who desires insurance coverage shall make timely premium payments to the College, which shall remit the same to the insurance carrier.

#### D. Dependent Coverage

Each faculty member shall have the option of enrolling eligible dependents in the insurance plans described in this article by paying the premium(s) charged by the carrier(s) for dependent coverage, provided that the terms and conditions of the carrier(s) for enrollment periods and policy requirements are properly met. Payment of the premium(s) shall be according to the provisions of Section 13.01.C of this article.

### **13.02 Fee Waivers**

Faculty members who have been employed full-time by the College for at least 6 months, and their dependents, may be awarded a fee waiver and permitted to enroll in a maximum of twelve credits per semester (Fall, Spring, and Summer) without payment of tuition or student activity, capital improvement, technology, or student financial aid fees. Fee waivers for baccalaureate programs are available for employees but are not available for dependents. Eligible students must meet the admissions requirements set by the College and maintain standards of academic progress. Faculty members are not subject to the maximum attempted credits timeframe in determining eligibility for the waiver. Employees or dependents who do not meet the standards of progress criteria may submit an appeal of their ineligibility via the Cashier's Office to the Vice President of Business Affairs. If the appeal is approved, the employee or dependent may be awarded the fee waiver.

In the event of the death, retirement of a full-time faculty member, as retirement is defined by applicable Florida laws and regulations, or incapacity of a faculty member for health reasons as determined by the President, the provisions set forth in the paragraph above will continue to be in force for a period of five (5) years. This provision shall be effective prospectively from the effective date of this Agreement.

### **13.03 Employee Assistance Program**

The College shall provide an Employee Assistance Program in which one or more consultations for a medical, mental, family, financial, or substance abuse problem shall be provided as long as this program is offered to the College free of charge. In the event that during the term of this Agreement, the provider of the program decides to establish a fee for the consultations, representatives of the Association and of the College shall meet for negotiations on the issue. Notice of availability of this program, including an explanation of services offered, will be provided by the Human Resources department through an email to CollegeAll no less than once during each Fall, Spring, and Summer semester.

### **13.04 Tax Sheltered Annuities**

The College shall make opportunities available through payroll deduction for the purpose of faculty contributions to tax sheltered annuities and retirement savings accounts through a deferred compensation 457b option and/or a ROTH 403b option.

### **13.05 Wellness Program**

The College will provide a comprehensive Wellness Program as a means for employees to become educated about and involved in a health maintenance program that promotes good health and physical fitness. As provided in Section 13.02 of this article, fee waivers may be used for any tuition charged. Faculty members may use up to 90 minutes per week of OPA time for on-campus participation in the Wellness Program.

### **13.06 Retiree Benefits**

Retired faculty members shall be eligible to participate in the insurance plans provided in Section 13.01 and in the Wellness Program provided in Section 13.05.

The choice to participate in any or all of the benefits listed above shall reside with each retired faculty member, provided that a retired faculty member electing to participate in group insurance plan(s) meets the eligibility requirements of the carrier(s). All costs of participation shall be paid by the individual according to the method prescribed by the carrier(s).

### **13.07 Benefits for Faculty on Leave of Absence Without Pay**

Faculty members on leave of absence without pay, including parental leave, shall be eligible to participate in the insurance plans provided in Section 13.01, in the Employee Assistance Program provided in Section 13.03, and in the Wellness Program provided in Section 13.05.

The choice to participate in any or all of the benefits listed above shall reside with each faculty member on leave, provided that the faculty member electing to participate in group insurance plan(s) meets the eligibility requirements of the carrier(s). All costs of participation shall be paid by the individual according to the method prescribed by the carrier(s). However the College will pay the employee coverage for health and life insurance up to twelve (12) weeks during a leave of absence without pay. It is the responsibility of the faculty member to check with the insurance carriers to determine benefits and options available during an unpaid leave of absence.

Any change in leave of absence policies and procedures due to implementation of the Family Medical Leave Act which results in increased benefits for non-faculty employees shall, by letter of agreement, be offered to faculty members on the same terms.

### **13.08 Optional Phased Retirement Program**

The College may, at its option, provide each faculty member who retires under the rules and provisions of the Florida Retirement System or the Teachers' Retirement System with thirty (30) or more years of creditable service, or at age sixty-two (62) with ten (10) or more years of creditable service, an Optional Phased Retirement Program (OPRP). To be eligible for the OPRP, the faculty member must have ten (10) or more years of creditable service at Pensacola State College. The parties agree to develop jointly written information describing the provisions of the retirement program in this article. The College shall distribute the information to all full-time faculty members. Faculty members considering retirement should consult with the Human Resources Department. Recent actions of the Florida Legislature (such as the DROP program) may impact upon the faculty member's retirement plans.

## A. Eligibility

1. Each faculty member who chooses to participate in the OPRP shall provide the College with written notification of his or her decision no later than January 15 of the contract year as specified in sub-paragraphs a) through d) below. Faculty members who choose to participate will be eligible for the OPRP as follows:
  - a. A five (5) year program if they retire at the end of any contract year prior to the contract year in which they reach their 61st birthday.
  - b. A four (4) year program if they retire at the end of the contract year in which they reach their 61st birthday.
  - c. Three (3), two (2) or one (1) year programs if they retire at the end of the contract year in which they reach their 62nd, 63rd, and 64th birthday, respectively.
  - d. After the contract year in which faculty members reach their 64th birthday, they are not eligible for the OPRP.

Faculty members who decide to participate must provide written notice to the College of such decision by the date specified above or thereafter forfeit the right of participation in the OPRP. The decision to participate in the OPRP is irrevocable. The decision to approve the OPRP option rests solely with the College.

## B. Program Provisions

1. All participants must retire under the rules and provisions of the Florida Retirement System or the Teachers' Retirement System and thereby relinquish all rights to continuing contract status. Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules and provisions of the Division of Retirement.
2. Participants will be placed on annual contracts to be renewed each year for the number of years specified in 13.08A.1. The period of reemployment shall not be shortened by the College except under the provisions of Article 17 of this agreement.
3. After a period of no less than a full calendar month following retirement, each participant shall be offered reemployment by the College for a total work load of the equivalent of one regular semester per academic year at a salary proportional to his or her basic contract (nine-month) salary at retirement. Instructional faculty assignments shall equate to a standard load (approximately 900 points) and shall include ten (10) office hours per week. Total work load for instructional faculty shall not exceed 35 hours per week. The work load assignment for Library and Counseling faculty shall be 35 hours per week. The assignment shall be scheduled within one semester unless the College and the participant mutually agree to schedule the assignment of workload and office hours across the two regular semesters. A participant's scheduling request will be honored whenever feasible. No assignments shall be scheduled within the summer term. Departmental administrators will at all times be amenable to requests from participants for such information as the administrator has at the time concerning scheduling and assignments. Participants are encouraged to submit suggestions and recommendations as to scheduling and assignments which directly affect them and each

will have an opportunity to review the proposed schedule with his or her immediate supervisor. Final decisions on scheduling will be made by the College.

4. Since the mission of the College is to offer quality educational programs and the highest quality of instruction, the College shall deny any application for phased retirement if, in the sole opinion of the College, granting it would negatively affect its mission, the accreditation or viability of programs, the availability or quality of course offerings in academic discipline areas, and/or not be in the financial interest of the College.
5. Upon reemployment, each participant shall accrue sick leave at a rate directly proportional to the percent of time employed. A participant will not be reimbursed for unused sick leave at the termination of his or her post-retirement reemployment period.
6. A participant may decline an offer of reemployment or request a reduced load with at least sixty (60) days written notification prior to the starting date of the next academic year. Such a decision shall not extend the period of reemployment beyond the period described above. At the conclusion of the reemployment period, the College may, at its option, continue to reemploy participants in this program on a term-by-term basis.
7. Participants retain all rights, privileges and benefits of employment as provided in Florida Statutes and College policies and may participate in all benefits programs for which they are otherwise eligible as part-time employees and retirees.
8. Payroll deductions, if applicable, shall be continued for a program participant during each reemployment period.
9. Nothing shall prevent the College or the participant, consistent with law and rule, from supplementing the participant's employment with contracts and grants. In accordance with Florida Statute, the participant may be employed for no more than 780 hours during the first twelve (12) months of retirement.
10. Participants will be subject to student and administrative evaluations in the same manner as adjunct faculty members.
11. As retirees, participants shall be eligible for cost-of-living increases in their retirement pay as provided by the State of Florida. As contract employees, participants will not be eligible for salary increases.