



PHASED RETIREMENT PROGRAM AGREEMENT FOR FACULTY IN THE UFF – FACULTY UNIT

Employee Name _____

Effective date of Retirement _____ Date Reemployed _____

Reemployment Obligation from _____ to _____

() Full time, Fall Semester () Full time, Spring Semester () One-half time for academic year

College/Department _____

DOB _____ Years of Service _____ Retirement Plan _____

To participate in the Phased Retirement Program (PRP), I understand that I must enroll prior to my 63rd birthday and, within 180 days of enrolling in this program, I must retire pursuant to the laws of Florida and the rules of the Florida Division of Retirement as provided under Florida Statutes and rules of the Florida Division of Retirement and thereby relinquish all rights to tenure. Furthermore, all retirement benefits for which I am eligible shall be determined accordingly. Please read carefully the provisions governing this program in Article 24.7, FSU/UFF Collective Bargaining Agreement. I understand that my decision to participate in this program is **irrevocable**. Those in the Deferred Retirement Option Program (DROP) are not eligible for the PRP.

Appointment Guidelines

After I have met all eligibility requirements for this program, the University is obligated to give me a written offer of reemployment under an Other Personal Services (OPS) contract for one-half (.5 FTE) of the academic year (780 hours or 19 ½ weeks). Compensation during the period of reemployment shall be proportional to my 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. This period of reemployment obligation shall extend over five (5) consecutive academic years, beginning with the academic year following retirement. Assignments shall be scheduled within one semester unless the University and I agree otherwise.

I understand that, in accordance with the rules of the Division of Retirement, to validate my retirement I must remain off the University's payroll for (6) calendar months immediately following my effective date of retirement. I understand that I must comply with the re-employment limitations that apply to the

seventh (7) through the twelfth (12) month of retirement, pursuant to the provisions of either the Florida Retirement System (which includes ORP) or the Teachers Retirement System, as appropriate.

I must notify the University in writing of my acceptance or rejection of the annual offer of reemployment not later than thirty (30) days after receiving the written offer of reemployment. If I fail to do so, I may be forfeiting my reemployment for that academic year.

I may decline an offer of reemployment under this program during any academic year. However, such decision does not extend the University's reemployment obligation. At the conclusion of the consecutive five-year reemployment period, the University has no obligation to offer me additional employment and no further notice of cessation of employment is required.

Leave Guidelines

Upon retirement, I will be paid for any unused sick and annual leave at the rate provided for under the Collective Bargaining Agreement. Additionally, I will be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment for illness/injury. For less than full time appointments, the leave shall be credited on a pro-rata basis. These five (5) days are to be used in increments of not less than four (4) hours when I am unable to perform my assigned duties due to my personal illness or injury or that of my immediate family. Even though I may accumulate such leave for use during this post-retirement reemployment period, I will not be paid for any unused leave at the termination of the reemployment period.

If applicable, I understand that as a 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, I shall be credited with five (5) days of personal non-medical leave with pay at the beginning of each full-time semester appointment. I understand that this leave is to be used in increments of not less than four (4) hours (1/2 day) for personal reasons unrelated to illness or injury. Except in the case of emergency, I shall provide at least two (2) days notice of the intended leave. Approval of the dates on which I wish to take such leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling. Such leave shall not be accumulated, nor shall I be reimbursed for unused leave upon termination of the post-retirement period.

I shall retain all rights, privileges, and benefits of employment, as provided in laws, rules, the FSU/UFF

Agreement, and university policies, subject to the conditions contained in Article 24 of the FSU/UFF Collective Bargaining Agreement.

Salary and Tax Status Guidelines

I will receive all salary increases guaranteed to faculty members in established positions in an amount proportional to my part-time appointment. I also will remain eligible for non-guaranteed salary increases on the same basis as other faculty members.

I understand that as a phased retiree, I am required to pay the Medicare portion of FICA (Federal Insurance Contribution Act), and since my employment status is OPS, I am prohibited from paying the OASDI (Old Age Survivors Disability Insurance) portion of FICA pursuant to the Division of Retirement/Social Security Administration agreement.

I understand that if I have questions or concerns regarding my tax status as a result of participation in the Phased Retirement Program, I should seek counsel from a qualified tax advisor.

This Agreement incorporates by reference all applicable provisions of the Collective Bargaining Agreement.

_____	_____
EMPLOYEE/RETIREE	DATE
_____	_____
CHAIR/SUPERVISOR	DATE
_____	_____
DEAN/VICE PRESIDENT	DATE
_____	_____
DEAN OF THE FACULTIES	DATE

After all signatures are affixed, one copy (original) of this document is to be sent to the Office of the Dean of the Faculties, 314 Westcott.

cc: Retiree
Chair/Supervisor
Dean/Vice President