

Florida A&M University  
Office of Academic Affairs



Phased Retirement Handbook

## **Florida A&M University Phased Retirement Program**

### **Description:**

**The Phased Retirement Program is provided in accordance with the Collective Bargaining Agreement between the United Faculty of Florida and Florida A&M University. Should you have any questions regarding this program, please contact the Office of Academic Affairs, 301 Foote-Hilyer, (850) 599-3276.**

### **Instructions:**

1. Employees desiring to participate in the Phased Retirement Program must provide written notification to the Office of the Dean, with a copy to the Office of Academic Affairs. Notification must be provided prior to the expiration of the eligibility period or it is forfeited. The Office of Academic Affairs will review the notice for compliance with the FAMU/UFF Collective Bargaining Agreement.
2. Eligibility requirements:
  - a. Employees with six years of creditable service in the Florida or Teachers Retirement System (FRS or TRS) or Optional Retirement Program (ORP).
  - b. Eligibility expires on the employee's 63<sup>rd</sup> birthday.
  - c. The effective date of retirement must be no later than 180 days, nor less than 90 days after they submit written notice. (If the end of 180 days falls within the semester, the period may be extended to no later than the beginning of the subsequent terms.
  - d. Employees not eligible include those that have received a notice of non-reappointment, layoff or termination, and those who participate in the State's Deferred Retirement Option Program (DROP).
3. After providing notice to the University, the employees must submit a signed "Phased Retirement Program Agreement for In-unit Faculty", to the Office of Academic Affairs. This form must be signed by the employee, the chair, the dean, and the provost.
4. The fully executed agreement will be provided to the Office of Human Resources for processing. A copy of the agreement will be provided to

the employee, the Dean and the Provost/Vice President for Academic Affairs.

## **Provisions of the Collective Bargaining Agreement:**

### 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 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 one hundred eighty (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 terms (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/permanent status as described in Article 15, 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 State 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 Section 24.6(b)(13)) 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 Section 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 (3)a.

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 (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 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(1/2 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 reemployment, participants are to be treated, based on status at point of retirement, as tenured/permanent status employees or non-tenure-earning/non-permanent status employees with five (5) or more years of continuous service, as appropriate, for purposes of Section 13.2(a) and (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 Section 24.6(5)b. 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 BOT-UFF Agreement, and University policies, subject to the conditions contained in this Article.

(10) Payroll Deductions.

The UFF payroll deductions, as specified in Article 26, if applicable, shall be continued for a program participant during each re-employment period.

(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 decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.

(13) OPS Exception.

The provisions of re-employment on an OPS contract are in effect only for new PRP participants whose initial re-employment occurs during the 1993-93 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 the Agreement. The Board shall distribute this written information to the University personnel department and the UFF Chapter, upon request.

**Note:** Section 24.9 of the CBA provides that the Board shall continue to provide a pre-tax benefits program for salaried employees at FAMU. Since PRP employees are not salaried, they are not eligible for pre-tax benefits programs.

**Florida Agricultural and Mechanical University**  
**PHASED RETIREMENT PROGRAM AGREEMENT FOR IN-UNIT FACULTY**

EMPLOYEE NAME \_\_\_\_\_

EFFECTIVE DATE OF RETIREMENT: \_\_\_\_\_

SEMESTER/DATE REEMPLOYED: \_\_\_\_\_

RE-EMPLOYMENT OBLIGATION FROM: \_\_\_\_\_, 200\_ to \_\_\_\_\_, 201\_

COLLEGE/SCHOOL: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

DOB: \_\_\_\_\_ YEARS OF SERVICE: \_\_\_\_\_

RETIREMENT PLAN: \_\_\_\_\_

1. To participate in the Phased Retirement Program, I understand that I must retire pursuant to the laws of Florida and the rules of the Florida Division of Retirement. Furthermore, all retirement benefits for which I am eligible shall be determined accordingly. I understand that by retiring I relinquish all rights to tenure/permanent status. Also, I understand that my decision to participate in this program is irrevocable. DRS employees and those in the Deferred Retirement Option Program (DROP) are not eligible for the PRP.
2. After I have met all eligibility requirements for this program, Florida A&M University (FAMU) 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 consecutive academic years, beginning with the academic year following retirement. Assignments shall be scheduled within one semester unless FAMU and I agree otherwise.
3. I understand that, in accordance with the rules of the Division of Retirement, to activate my retirement I must remain off FAMU's payroll for one calendar month immediately following my effective date of retirement.

I also understand that if I accept reemployment with FAMU during the second through twelfth months of retirement, there will be no restrictions on concurrent receipt of my retirement benefits and reemployment compensation, providing my reemployment does not exceed 780 hours. I recognize my obligation to repay any retirement benefits paid to me if I exceed the reemployment limitations of my retirement plan.

4. I must notify FAMU 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.
5. I may decline an offer of reemployment under this program at any time. However, such decision does not extend FAMU's reemployment obligation. At the conclusion of the consecutive five-year reemployment period, FAMU has no obligation to offer me additional employment and no further notice of cessation of employment is required.
6. Upon retirement, I will be paid for unused sick and annual leave at the rate as provided 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 less than full time appointments, the leave shall be credited on a pro-rata basis. These five (5) days may be used in increments of not less than four 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 the unused leave at the termination of the reemployment period. Effective 7/1/99, five additional personal non-medical days for employees who were formerly on 12-month appointments upon entering the Phased Retirement Program, are restored.
7. If UFF dues are currently being deducted from my pay, such deduction will be continued in accordance with the Collective Bargaining Agreement.
8. I shall retain all rights, privileges, and benefits of employment, as provided in laws, rules, the BOT-UFF Agreement, and university policies, subject to applicable provisions of the Collective Bargaining Agreement.
9. I will receive all salary increases guaranteed to employees 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 employees.
10. 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.

11. I understand that if I have questions or concerns regarding my tax status as a result of participation in the Phased Retirement Program, I will 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/Director Date

\_\_\_\_\_  
Provost/Vice President for Academic Affairs Date

cc: Retiree  
Chair/Supervisor  
Dean  
Personnel File  
Academic Affairs