

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

### **(a) Eligibility and Program Provisions**

- (1) Faculty who have accrued at least six (6) years 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 will expire on the faculty member's 63rd birthday. Faculty members 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. Faculty members who choose to participate must retire with an effective date not later than 180 days, or 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 will be determined as provided under Florida Statutes and the rules of the Division of Retirement.
- (3) Payment for Unused Leave. Participants will, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.
- (4) 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 (2nd) through twelfth (12th) 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 will be offered re-employment, in writing, by the University under an Other Personal 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.
  - c. Compensation during the period of re-employment will 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 will 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 (4) a, above.

d. Participants will 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 re-employment offer. Failure to notify the University regarding re-employment may result in the faculty member's forfeiting re-employment for that academic year.

(5) Leave for Illness/Injury.

a. Each participant 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 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.

b. 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 (1/2 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 re-employment, 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 reemployment 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.
  - (10) 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.
  - (11) Payroll Deductions. The UFF payroll deductions, as specified in Article 28, if applicable, will be continued for a program participant during each reemployment period.
  - (12) 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.
  - (13) The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.
- (b) 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.
  - (c) 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.