

MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND
THE UNITED FACULTY OF FLORIDA – FACULTY UNIT

Voluntary Separation Program

WHEREAS, The Florida State University Board of Trustees (hereinafter “Board”) and the United Faculty of Florida (hereinafter “UFF”) are engaged in good faith collective bargaining;

WHEREAS, the Board and the UFF agree that it would be in the interest of Florida State University to implement a Voluntary Separation Program that will be mutually beneficial to faculty members and the University in order to help manage ongoing budget reductions;

NOW, THEREFORE, it is understood and agreed to the following:


1. Only those faculty members who meet the following requirements will be eligible for the Voluntary Separation Program:
 - a. Age 70 or older, as of August 7, 2009 and not a participant in the Deferred Retirement Program (DROP).
 - b. Six or more years of active, continuous, salaried Florida State University service as of August 7, 2009.
2. The following faculty members are excluded from participating in the Voluntary Separation Program:
 - a. Faculty members who have participated in the Deferred Retirement Program (DROP).
 - b. Faculty members who have previously entered into an agreement with a predetermined employment end date.
 - c. Faculty members who are not currently 100% E&G funded.
 - d. Faculty members who have resigned prior to the program implementation and their resignations have been accepted.
 - e. Any faculty member who has received notice of termination, notice of non-renewal or cancellation of employment contract.
 - f. OPS employees.
3. Eligible faculty members must enroll by August 7, 2009.
4. Subsequent to enrollment in the program, the faculty must confer with his or her supervisor to determine a resignation date. The decision regarding the resignation date must be made no later than September 15, 2009. The resignation letter must be received in Human Resources no later than October 16, 2009.

5. The faculty member must sign a Voluntary Separation Agreement releasing the University from any potential liability. Prior to completion of the Agreement, faculty members will be given the opportunity to review appropriate documents with a personal legal counsel at the faculty member's expense.
6. The faculty member must complete the "Employee Responsibilities" section of the Separation Checklist. The faculty member must also resolve the payment of any and all outstanding debts owed to the University and return all FSU property before his or her last workday.
7. A Separation Payment (Lump Sum) will be determined as follows:
 - a. For 9-month Faculty, the lump sum payment will be equivalent to the current 9-month salary, less benefits and necessary withholdings.
 - b. For 12-month Faculty, the lump sum payment will be equivalent to the current 12-month salary, less benefits and necessary withholdings.

No post-retirement benefits are included in the lump sum payment.

8. Faculty members participating in the Voluntary Separation Program are prohibited from being rehired.
9. Faculty Members who elect to participate in this program continue to enjoy the benefits for retired faculty members in Article 24.4 of the CBA, and any other benefits expressly for retirees that are provided in the CBA.
10. If an out-of-unit employee or an employee who is represented by another bargaining agent obtains reemployment by FSU after participating in a voluntary separation program for which that employee is eligible, Paragraph 8 of this Agreement is void and faculty members who have participated in the Voluntary Separation Program will also be eligible for consideration for FSU reemployment.

For the Board:




Susannah C. Miller

06/19/09

Date

For the UFF:



Theodore P. Baker

19 June 2009

Date