

ARTICLE XIV -- RETIREMENT AND TERMINAL PAY

- A. Retirement system membership and benefits are governed by Florida Statutes.
- B. At Normal Retirement, Resignation, or Death

To encourage and reward employees who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to employees at normal retirement, resignation, or to their beneficiaries, if services are terminated by death. Any employee not in service at the time of retirement shall not receive these benefits. Terminal pay shall not exceed an amount determined by the daily rate of the employee at retirement, resignation, or death, as follows:

1. During the first three years of service the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave;
2. During the next three years of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave;
3. During the next three years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave;
4. During and after the 10th year of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave; and,
5. During and after the 13th year of service and until when first eligible for normal retirement, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave. Thereafter, the daily rate will remain frozen at the rate when first eligible for normal retirement. In no case, however, shall an employee whose daily rate has been frozen, pursuant to this provision, receive less than the amount determined as in #4 above.

Provisions for terminal pay at resignation apply only to those sick leave days accrued after July 1, 1982.

Payment for the resignation and retirement benefit will be made on or before September 1 of the fiscal year subsequent to the one in which the employee resigns or retires or on a later mutually agreeable date.

Resignation or retirement, as referred to herein, shall mean termination of employment by action of the employee; such termination excludes resignation or retirement after a recommendation for dismissal or resignation or retirement after participation in a work stoppage, job action, or strike, in the absence of specific approval by the Board. The daily rate shall be computed by dividing the number of "working days" that year into the annual salary. "Normal retirement," as referred to herein, shall mean retirement under any retirement system established by the Legislature with either full or reduced benefits as provided by law. "Normal retirement" shall not be interpreted to include disability retirement. "Years of service" shall mean creditable years of service under any retirement system of the State of Florida.

- C. The parties agree that the Board has reserved to itself the right to terminate its contributions to the Supplemental Early Retirement Plan. Therefore, the Parties agrees that the Plan will terminate with an effective date of July 1, 1998. Based upon the provisions of the Plan, the

ARTICLE XIV (cont.)

Plan shall remain in existence and its provisions shall remain in full force for participants described in priority Classes I and II of the Plan and the Plan shall terminate with regard to all other participants.

Based upon the Plan document, it is the intent of the parties that all persons who have a right to retire pursuant to the terms of the Plan will have that right cease as of July 1, 2001. After all funds of the trust have been disbursed, the Plan and the trust shall terminate pursuant to the provisions of Article VIII of the Plan.