

## **District Counterproposal #1 to AFT**

**May 2, 2025**

### **ARTICLE 10: RETIREMENT**

**10.1 RETIREE MEDICAL AND DENTAL BENEFITS:** The following procedures shall apply to retiree medical and dental benefits.

**10.1.1 Employed Prior to January 1, 1987:** The District will pay lifetime medical and dental insurance premiums for retirees and eligible spouse/domestic partners who were employed by the District as Contract I employees prior to January 1, 1987, and met the eligibility criteria. The eligible retired member of the unit, and that member's spouse/domestic partner at the time of the member's retirement, shall be eligible for continuation of benefits during the life of the retired member of the unit, and, following the death of the retired member, during the life of the un-remarried surviving spouse/domestic partner. The surviving spouses/domestic partners of deceased retirees are continued on benefits without interruption as long as they remain unmarried. The domestic partner benefit portion applies only to those retirees who retired on January 1, 2000, or after.

**10.1.2 Employed On 1/1/1987 through 9/7/1993:** For those employed as Contract I employees on January 1, 1987 through September 7, 1993, the maximum amount paid by the District for retiree medical benefits would be the amount the District would have been required to pay had the retiree selected the appropriate Kaiser Health Plan. The eligible retired member of the unit, and that member's spouse/domestic partner at the time of the member's retirement, shall be eligible for continuation of benefits during the life of the retired member of the unit, and, following the death of the retired member, during the life of the un-remarried surviving spouse/domestic partner. The surviving spouses/domestic partners of deceased retirees are continued on benefits without interruption as long as they remain unmarried. The domestic partner benefit portion applies only to those retirees who retired on January 1, 2000 or after.

**10.1.3 Employed On or After 9/8/1993:** For unit members whose first day of paid service commences on or after September 8, 1993, the maximum amount paid by the District for retiree health benefits (medical and dental) shall be ~~\$1000~~450/month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay, for the employee only, the lowest cost medical plan available within the agreement between the parties. The retiree may select a plan that also covers their spouse, domestic partner and/or dependents at the retiree's own expense.

**[Propose moving 10.1.4 10 Years of Service Required – Employed Prior to 9/8/1993 up to immediately follow 10.1.2 Employed On 1/1/1987 through 9/7/1993 and renumbering accordingly]**

**10.1.4 10 Years of Service Required – Employed Prior to 9/8/1993:** For those hired prior to September 8, 1993, to be eligible for District-paid retiree medical and dental benefits, the retiree must have ten (10) full years of service with the District, be at least 55 years of age, and the age at retirement of the retiree (in full years) when added to the number of completed full years of service must total 75 or more. For a year of service to be counted, the assignment must have been

such that the employee was eligible for medical insurance benefits if such benefits were available to employees. The retiree may select a plan that also covers their spouse, domestic partner and/or dependents (any dependents will be covered at the retiree's own expense).

**10.1.5 20 Years of Service Required – Employed On or After 9/8/1993:** For unit members whose first day of paid service commences on or after September 8, 1993, to be eligible for District-paid retiree medical and dental benefits, the retiree must have twenty (20) full years of service within the District, must be at least 55 years of age, must be currently employed by the District at the time of retirement, and the age at the time of retirement of the retiree (in full years), when added to the full years of service, must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees. The retiree may select a plan that also covers their spouse, domestic partner and/or dependents at the retiree's own expense.

**10.2 PRE-RETIREMENT REDUCED WORKLOAD PROGRAM:** The District shall offer an optional pre-retirement reduced workload program to unit members in accordance with the provisions of Education Code Sections 22713 and 87483 and CalSTRS regulations and guidelines.

The following provisions are for information purposes only and are subject to the requirements and provisions of the Education Code and CalSTRS guidelines.

Consistent with the most recent CalSTRS Employer Directive:

- a. To be eligible to participate in the Reduced Workload Program, a member must:
  - Be age 55 or older prior to the start of the term of the first year the member participates in the program.
  - Have at least 10 years of CalSTRS service credit in the Defined Benefit Program prior to the start of the term of the first year the member participates in the program.
  - Have been employed on a full-time basis to perform creditable service under the Defined Benefit Program for each of the five years immediately preceding the first year in which the member's workload is reduced, without having a break in service.
- b. The District and the employee shall contribute to the appropriate retirement fund as prescribed by law.
- c. The unit member's participation in the reduced workload program is subject to the following requirements:
  - (1) The total amount of time in which a member reduces his or her workload pursuant to this section shall not exceed 10 school years.
  - (2) The reduced workload shall be equal to at least one-half of the time the employer requires for full-time employment in that position in accordance with Section Education Code Section 22138.5.

- (3) The member shall be paid creditable compensation that is the pro rata share of the creditable compensation the member would have been paid for that position had the member not reduced his or her workload.
- d. The employee shall receive health benefits as provided full-time academic employees.
- e. The schedule of part-time employment shall be mutually agreed upon by the District and the employee, and shall be in the best interests of the educational program of the District.

**10.3 POST-RETIREMENT EMPLOYMENT PLAN:** Subject to the approval of the Board of Trustees and the recommendation of the responsible administrator, a member of the unit who is retired from service may be re-employed by the District in an academic position subject to the following conditions:

- 10.3.1** A member of the unit who retires can request an assignment for a minimum of one (1) semester up to six (6) semesters during which the retiree would provide professional services for a maximum of 9 FLCs per academic year. Members initially approved for less than six (6) semesters may request additional assignments in the subsequent two (2) years, up to a total of six (6) semesters. The faculty member and the responsible administrator will sign a contract stipulating to the duration of the post-retirement contract. The rate of compensation shall be provided in the Post-Retirement Salary Schedule listed in Appendix B, and will increase by any percentage of negotiated salary increase during each year of this agreement. In no case shall the rate of compensation for 9 FLCs or less exceed the maximum earnings limitation imposed by the State Teachers Retirement System (STRS).
- 10.3.2** The assignment would be in the retiree's areas of expertise and would take into account the retiree's desires and the District's needs.
- 10.3.3** The Division's Peer Review Committee will conduct student evaluations in each of the post retiree's classes during the first year of post-retirement service, unless the post-retiree was evaluated during their last year of regular service. The committee will assess instructional performance based on the results of the student evaluations. The District may undertake disciplinary or non-renewal procedures independent of the evaluation process for one or more of the grounds set forth in Section 87732 of the Education Code. The post-retiree will have a hearing before the Chancellor or designee. At the hearing, the District must present evidence of the unsatisfactory performance or behavior and the post-retiree shall have the right to present any evidence to refute the allegations. The Chancellor or designee will render a decision in writing. If the post-retiree disagrees with this decision, he/she has the right to appeal it to the Board. If requested by the post-retiree, AFT shall have the right to represent the post-retiree in the hearing process with the Chancellor and/or Board.
- 10.3.4** Post-retirement faculty are entitled to the same leaves as provided to part-time hourly employees. Leave is earned for each semester worked. Such leaves will accumulate only for the maximum six-(6)-semester period of post-retirement employment, will not be forwarded to the State Teachers Retirement System (STRS), and has no monetary value.
- 10.3.5** The retired employee may be reemployed if able to pass a physical examination prescribed by the STRS.

**10.3.6** Unless mutually agreed to by the District and the retiree, the option not to accept an assignment as specified in Section 10.3.1 would constitute, for the employee, a termination of the program specified in Section 10.3.

**10.4 STRS CASH BALANCE PROGRAM FOR PART-TIME FACULTY:** The District will offer the STRS Cash Balance Program as an optional benefit to all part-time faculty in lieu of participation in Social Security and/or the regular STRS defined benefit retirement plan. The parties recognize that the STRS Cash Balance Program calls for a payroll contribution of 4% of regular salary from the employee and 4% from the District as the employer contribution. Part-time faculty will participate in one of three plans: the STRS Cash balance Program, the STRS defined benefit or Social Security. New employees who do not make a selection during initial employment sign-up shall default to the STRS Cash Balance Program.

**10.5 STRS SERVICE CREDIT FOR PART-TIME FACULTY:** The District will implement the STRS service credit reporting changes for part-time instructional faculty subject to STRS rules which may be amended from time to time, allowing for one year of service credit for 525 hours of employment per year.

**10.6 SPECIAL RETIREMENT PRIVILEGES:**

Full and part-time faculty members that retire with at least 20 years of service and who retire in good standing shall be eligible for a District-issued identification card identifying the employee as a retiree of the District.