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**TENTATIVE AGREEMENT BETWEEN THE
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
AND THE SAN MATEO COMMUNITY COLLEGE FEDERATION OF TEACHERS,
LOCAL 1493, AFT, AFL-CIO
June 14, 2022**

This Tentative Agreement between the San Mateo Community College District and the San Mateo Federation of Teachers, Local 1493, AFL-CIO, is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

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 \$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.

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53 **10.1.4 10 Years of Service Required – Employed Prior to 9/8/1993:** For those hired
54 prior to September 8, 1993, to be eligible for District-paid retiree medical and
55 dental benefits, the retiree must have ten (10) full years of service with the
56 District, be at least 55 years of age, and the age at retirement of the retiree (in full
57 years) when added to the number of completed full years of service must total 75
58 or more. For a year of service to be counted, the assignment must have been
59 such that the employee was eligible for medical insurance benefits if such
60 benefits were available to employees.

61
62 **10.1.5 20 Years of Service Required – Employed On or After 9/8/1993:** For unit
63 members whose first day of paid service commences on or after September 8,
64 1993, to be eligible for District-paid retiree medical and dental benefits, the
65 retiree must have twenty (20) full years of service within the District, must be at
66 least 55 years of age, must be currently employed by the District at the time of
67 retirement, and the age at the time of retirement of the retiree (in full years),
68 when added to the full years of service, must total 75 or more. For a year of
69 service to be counted, the assignment must have been such that the employee
70 was eligible for medical insurance benefits if such benefits were available to
71 employees.

72
73 **10.2 PHASE-IN-PRE-RETIREMENT REDUCED WORKLOAD PROGRAM PLAN:** The
74 District shall offer an optional pre-retirement reduced workload program to unit
75 members in accordance with the provisions of Education Code Sections 22713
76 and 87483 and CalSTRS regulations and guidelines.

77
78 The following provisions are for information purposes only and are subject to the
79 requirements and provisions of the Education Code and CalSTRS guidelines.

80
81 Consistent with the most recent CalSTRS Employer Directive:

82
83 a. To be eligible to participate in the Reduced Workload Program, a member
84 must:

- 85
- 86 • Be age 55 or older prior to the start of the term of the first
87 year the member participates in the program.
- 88
- 89 • Have at least 10 years of CalSTRS service credit in the Defined
90 Benefit Program prior to the start of the term of the first year
91 the member participates in the program.
- 92
- 93 • Have been employed on a full-time basis to perform creditable
94 service under the Defined Benefit Program for each of the five
95 years immediately preceding the first year in which the member's
96 workload is reduced, without having a break in service.
- 97

98 b. The District and the employee shall contribute to the appropriate retirement
99 fund as prescribed by law.

100
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102 *////*

103
104 *////*

105 c. The unit member's participation in the reduced workload program is
106 subject to the following requirements:

107
108 (1) The total amount of time in which a member reduces his or her
109 workload pursuant to this section shall not exceed 10 school years.

110
111 (2) The reduced workload shall be equal to at least one-half of the time
112 the employer requires for full-time employment in that position in
113 accordance with Section Education Code Section 22138.5.

114
115 (3) The member shall be paid creditable compensation that is the pro rata
116 share of the creditable compensation the member would have been
117 paid for that position had the member not reduced his or her
118 workload.

119
120 Eligible members of the unit may phase in their retirement program through
121 reduction of workload from full-time to part-time duties in accordance with
122 provisions of the Education Code.

123
124 10.2.1 To be eligible to apply for this option, an employee must have reached age
125 55 and must have been employed full-time in positions requiring
126 certification for at least ten (10) years of which the immediately preceding
127 five (5) years were full-time employment.

128
129 10.2.2 The District and the employee shall contribute to the appropriate retirement
130 fund as prescribed by law.

131
132 10.2.3.c. The employee shall receive health benefits as provided full-time academic
133 employees.

134
135 10.2.4d. The schedule of part-time employment shall be mutually agreed upon by the
136 District and the employee, and shall be in the best interests of the educational
137 program of the District.

138
139 10.2.5 At the conclusion of ten (10) years of such part-time employment, the
140 employee shall fully retire from all employment with the District.

141
142
143 **10.3 POST-RETIREMENT EMPLOYMENT PLAN:** Subject to the approval of the Board of
144 Trustees and the recommendation of the responsible administrator, a member of the unit
145 who is retired from service may be re-employed by the District in an academic position
146 subject to the following conditions:

147
148 10.3.1 A member of the unit who retires can request an assignment for a minimum of
149 one (1) semester up to six (6) semesters during which the retiree would provide
150 professional services for a maximum of 9 FLCs per academic year. Members
151 initially approved for less than six (6) semesters may request additional
152 assignments in the subsequent two (2) years, up to a total of six (6) semesters.
153 The faculty member and the responsible administrator will sign a contract
154 stipulating to the duration of the post-retirement contract. The rate of
155 compensation shall be provided in the Post-Retirement Salary Schedule listed in
156 Appendix B, and will increase by any percentage of negotiated salary increase

157 during each year of this agreement. In no case shall the rate of compensation for
158 9 FLCs or less exceed the maximum earnings limitation imposed by the State
159 Teachers Retirement System (STRS).
160

161 10.3.2 The assignment would be in the retiree's areas of expertise and would take into
162 account the retiree's desires and the District's needs.
163

164 10.3.3 The Division's Peer Review Committee will conduct student evaluations in each
165 of the post- retiree's classes during the first year of post-retirement service,
166 unless the post-retiree was evaluated during his/her last year of regular service.
167 The committee will assess instructional performance based on the results of the
168 student evaluations. The District may undertake disciplinary or non-renewal
169 procedures independent of the evaluation process for one or more of the grounds
170 set forth in Section 87732 of the Education Code. The post-retiree will have a
171 hearing before the Chancellor or designee. At the hearing, the District must
172 present evidence of the unsatisfactory performance or behavior and the post-
173 retiree shall have the right to present any evidence to refute the allegations. The
174 Chancellor or designee will render a decision in writing. If the post-retiree
175 disagrees with this decision, he/she has the right to appeal it to the Board. If
176 requested by the post-retiree, AFT shall have the right to represent the post-
177 retiree in the hearing process with the Chancellor and/or Board.
178

179 10.3.4 Post-retirement faculty are entitled to the same leaves as provided to part-time
180 hourly employees. Leave is earned for each semester worked. Such leaves will
181 accumulate only for the maximum six-(6)-semester period of post-retirement
182 employment, will not be forwarded to the State Teachers Retirement System
183 (STRS), and has no monetary value.
184

185 10.3.5 The retired employee may be reemployed if able to pass a physical examination
186 prescribed by the STRS.
187

188 10.3.6 Unless mutually agreed to by the District and the retiree, the option not to accept
189 an assignment as specified in Section 10.3.1 would constitute, for the employee,
190 a termination of the program specified in Section 10.3.
191

192 **10.4 STRS CASH BALANCE PROGRAM FOR PART-TIME FACULTY:** The District will offer
193 the STRS Cash Balance Program as an optional benefit to all part-time faculty in lieu of
194 participation in Social Security and/or the regular STRS defined benefit retirement plan.
195 The parties recognize that the STRS Cash Balance Program calls for a payroll
196 contribution of 4% of regular salary from the employee and 4% from the District as the
197 employer contribution. Part-time faculty will participate in one of three plans: the STRS
198 Cash balance Program, the STRS defined benefit or Social Security. New employees
199 who do not make a selection during initial employment sign-up shall default to the STRS
200 Cash Balance Program.
201

202 **10.5 STRS SERVICE CREDIT FOR PART-TIME FACULTY:** The District will implement the
203 STRS service credit reporting changes for part-time instructional faculty subject to STRS
204 rules which may be amended from time to time, allowing for one year of service credit for
205 525 hours of employment per year.
206
207
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209 **10.6 SPECIAL RETIREMENT PRIVILEGES:**

210

211 **10.7.1** Full and part-time faculty members that retire with at least 20 years of service
212 and who retire in good standing shall be eligible for a District-issued identification card
213 identifying the employee as a retiree of the District.

214

215 San Mateo County Community
216 College District

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218 [Randy Erickson \(Jun 14, 2022 13:12 PDT\)](#)

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San Mateo Federation of Teachers, Local 1493,
AFT, AFL-CIO



[Joaquin J. Rivera \(Jun 14, 2022 19:13 PDT\)](#)










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