

Article 18 Retirement

- 18.1 At least once each year the District shall hold a forum for employees interested in retirement. The forum shall review the retirement provision of the contract.
- 18.2 "Faculty Emeritus" status to include the following regular faculty privileges:
- (a) staff parking without charge;
 - (b) free admission to designated college-sponsored athletic events, concerts, or plays;
 - (c) library privileges; and
 - (d) upon request, email privileges and/or a mail folder in the mail room.
- 18.2.1 "Associate Faculty Emeritus" status shall be granted to an associate unit member who is at least 55 years of age, has at least 15 years of service to the District, and discontinues employment with the District. The privileges granted above (18.2a-18.2d) to regular retiring faculty shall also be offered to the associate member.
- 18.3 Medical Benefits
The District shall provide the same medical insurance coverage as provided regular unit members for any unit member who retires with ten (10) years of service as follows. Should the District not be able to provide the similar health coverage within the retiree pool, then this issue shall be opened for negotiations immediately. :
- 18.3.1 Any contract or regular unit member seeking benefits under Section 18.3 must have served ten (10) consecutive years immediately before retiring (this includes temporary contract members employed under Ed Code section 87470). Service as an associate member shall not be counted as part of the ten (10)-year qualification period of Section 18.3.
- 18.3.2 In order to receive said benefits, the unit member must retire into and be receiving a monthly retirement allowance from the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) from the time they terminate employment as a contract or regular faculty member with the District and will receive benefits under Section 18.3 only so long as they are receiving benefits from STRS or PERS and is under the ages specified by Section 18.3.
- 18.3.3 "Consecutive years of service" as used herein means a period of at least ten (10) years not interrupted by voluntary or involuntary resignation or termination for cause. Time spent on unpaid leave will not constitute a break in consecutive years of service but also will not count towards the ten (10)-year qualification period.
- 18.3.4 This coverage may include the retiree's spouse or principal domestic partner and continue until the retiree reaches the age of sixty-five (65).
- 18.3.5 Contract/regular employees hired prior to 2008-09
The District shall provide the cost of the same medical insurance coverage as provided regular unit members for any unit member who retires with ten (10) years of service. This coverage shall include the retiree's spouse or principal domestic partner and continue until the retiree reaches the age of sixty-five (65). Once a retiree has reached sixty-five (65) and until reaching the age of seventy (70), to the extent possible within the retiree pool available to the District, the District shall provide the cost of medical insurance for the retiree only, in an amount equal to the rate when the retiree was at age sixty-four (64). As soon as any retiree qualifies for Medicare, the District shall not be responsible for providing private medical coverage but shall provide the "Carve Out" plan for the retiree to age 70. After age seventy (70), the retiree may continue such coverage at their own expense. Any additional costs for the coverage shall be paid by

the retiree.

18.3.6 Contract/regular employees hired effective 2008-09

18.3.6.1 Retiree Only: Effective for employees hired during or after the 2008-09 academic year and who meet the criteria in 18.3.1, 18.3.2 and 18.3.3, the District shall provide the retiree with a stipend, equal to the rates for a single employee enrolled in the least cost HMO, to purchase medical benefits provided by the District to age 65. The retiree may elect to purchase a higher level of medical coverage at their own expense.

18.3.6.2 Retiree with spouse or principal domestic partner: The District shall provide the retiree with a stipend, equal to rates for employee plus one, enrolled in the least cost HMO, to purchase medical benefits provided by the District to age 65. The retiree may elect to purchase a higher level of medical coverage at their own expense.

18.3.6.3 Stipend at age 65 and older

Once a retiree qualifies for Medicare and until reaching the age of seventy (70), to the extent possible within the retiree pool available to the District,* the District shall provide a stipend amount equal to the cost of lowest HMO “carve out” plan medical insurance for the retiree only. After age seventy (70), the retiree may continue such coverage at their own expense. Any additional costs for the coverage shall be paid by the retiree.

18.4 Dental Benefit

At the time of retirement, retirees shall have the option to continue their and their spouse's or principal domestic partner's dental coverage at the retiree's expense.

18.5 Retiree's Survivors Medical and Dental Benefits

18.5.1 Survivors (spouse or principal domestic partner and dependent children) of retired unit members have the option of remaining on the District health and dental insurance plan at their own expense.

18.5.2 The monthly premium must be reimbursed to the District one month in advance. Coverage will terminate forty-five (45) days after receipt of the last premium payment or upon termination notice or on survivor's remarriage.

18.6 Pre-retirement (Refer to the specific program requirements with the State Teachers Retirement System.)

18.6.1 Under this program, an employer may enter into a written agreement with an employee who is subject to the coverage under the Defined Benefit Program under the State Teachers' Retirement Plan (“STRS”) to reduce their workload in a position from full time to part time, receive the service credit the member would have received if the member had been employed in that position on a full-time basis and have their retirement allowance, as well as other benefits that the member is entitled to under this part, based, in part, on the final compensation the member would have been entitled to if the member had been employed on a full-time basis.

18.6.2 The unit member must be fifty-five (55) years of age or older prior to the start of the school term of the first school year of the agreement for which the member's workload is reduced and must submit a request in writing to the Human Resources Department no later than April 15th each academic year, to be effective the following academic year. The employer, in conjunction with STRS, shall certify the member's eligibility for participation in the reduced workload program. The employer's certification shall be submitted in a format prescribed by the system and shall be received in the STRS's headquarters office prior to the start of the school term of the first school year of the agreement for which the member's workload is reduced. The agreement to reduce the

- member's workload shall be in effect prior to the start of the school term of the first school year of the agreement for which the member's workload is reduced.
- 18.6.3 Length of participation in the preretirement program shall not exceed ten (10) years as specified in Ed Code 87483 for employees subject to Ed Code Section 22713. Unit members requesting preretirement must have a minimum of 10 years of credited service in the Defined Benefit Program prior to the start of the school term of the first school year of the agreement to reduce the member's workload. Unit members shall have been employed on a full-time basis to perform creditable service under the Defined Benefit Program each year of the five school years immediately preceding the first school year in which the member's workload is reduced, without having a break in service. Employer approved leaves of absence, and unpaid absences from the performance of creditable service for personal reasons from full-time employment do not constitute a break in service. Creditable service that was performed for a school year in which a member reduced their workload pursuant to this section shall be treated as full-time, provided that the agreement to reduce the member's workload was not terminated during that year. The period of time during which a member is retired from service shall constitute a break in service.
- 18.6.4 Part-time employment and the specific assignment shall be by mutual agreement between the unit member and the District. After the completion of one (1) full year in the preretirement program, the unit member may return to full-time duty provided notice has been given by the unit member to the Human Resources Department no later than May 1 of the first year in the plan. Thereafter, return to full-time duty may be accomplished by mutual agreement of the unit member and the District.
- 18.6.5 The reduced workload shall be equal to at least one-half of the time the employer requires for full-time employment for that position.
- 18.6.6 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 their workload.
- 18.6.7 The unit member shall receive the same benefits (specified in Article 14 of this Agreement) as a full-time unit member. All leave benefits afforded to a unit member shall be earned by the pre-retiree on a pro rata basis.
- 18.7 Retirement Early Announcement Incentive Program
There will not be an "early announcement of retirement" incentive program offered for the academic year 2013-14. Should CCFT and the District negotiate to offer such a program in the future, the following process would apply.
- 18.7.1 Before the end of the spring semester, CCFT and the District meet to determine if a program will be offered during the following academic year. If offered, the program will be based on the one offered in 2012-13 and will include the following features:
- a. The regular faculty member must meet STRS eligibility and retire into the STRS retirement system.
 - b. The regular faculty member must have 10 years or more of service credit in the District according to the provisions of Article 18.3.
 - c. The regular faculty member must submit a letter to Human Resources Department on or before the last District working day of the September prior to retirement.
 - d. The letter submitted to Human Resources Department must specify a retirement date before the next academic year, prior to August 1.
 - e. The purpose of this early commitment is to allow the department from which the faculty member is retiring to consider participating in the prioritization process to hire a full time replacement.

- 18.7.2 The retiring faculty who meet these provisions will receive the following compensation:
- a. 10 years of service to less than 15 years of service in the District: \$8,000 total, to be received in two payments of \$4,000 each during August and September upon retirement.
 - b. 15 years of service to less than 20 years of service in the District: \$10,000 total, to be received in two payments of \$5,000 each during August and September upon retirement.
 - c. 20 years or more of service in the District: \$15,000 total, to be received in two payments of \$7,500 each during August and September upon retirement.

18.8 The District will provide an alternative retirement plan to Social Security for associate members. Associate members may opt for this alternative plan, STRS, or Social Security. Once the employee elects the alternative plan, the decision is irrevocable. The combined contribution from the district and the unit member is 7.5%. The District will contribute 4.5% to the alternative plan and the unit member will contribute 3%, deducted from the unit member's pay. The CCFT and the District agree to a retirement plan offered by APPLE as the alternate retirement plan for associate faculty.