

ARTICLE 14

EARLY RETIREMENT/PRE-RETIREMENT PLANS

- 14.1 **EARLY RETIREMENT/EMERITUS FACULTY:** This is an incentive plan available an employee who has not elected to participate in the "Golden Handshake" Program, as set forth in 14.3, is over the age of fifty-five (55), is eligible for STRS or PERS benefits and is contracted to perform professional instructional and non-instructional services as identified in Article 7, Sections 2 and 3 of this Agreement for a maximum of five (5) years. Service under this contract must be completed within six (6) years of retirement.
- 14.1.1 **Age Requirement.** The employee must have reached the age of fifty-five (55) before participation.
- 14.1.2 **Initiation of Request.** Although the employee shall initiate the request, post-retirement employment contractual arrangements are made by mutual consent of the employee and the District before retirement.
- 14.1.3 **Other Requirements.** The employee must have been employed full-time in the Contra Costa Community College District for at least ten (10) years in a faculty position.
- 14.1.4 **Workload.** Employees who perform services under this plan shall be given the same consideration as regular employees in regard to class assignments, scheduling, and class sizes (when applicable).
- 14.1.5 **Salary.** The employee shall receive the maximum compensation allowable to those concurrently receiving STRS benefits provided such services are performed to equal such compensation. The maximum compensation for each year will be the allowable STRS amount. Payment may be arranged by agreement between the retirant and the District.
- 14.1.6 **Fringe Benefits.** Insurance - Health and dental insurance eligibility shall be in accordance with Article 21, Benefits, Retiree Insurance.
- 14.1.7 **Notification Dates.** Any employee who is interested in participating in the plan shall notify the District no later than November 1.
- 14.1.8 The contract form shall be reviewed by the District and the United Faculty.
- 14.1.9 Whatever debits or credits that may appear on the Load Variance Reports shall, upon election and acceptance of retirements, be considered by all parties as reconciled in full.
- 14.1.10 **Contract.** Prior to entering the above-referenced program, the employee and his/her respective department shall design a Teaching Assignment Plan using the form in Appendix G that shall tentatively project the employee's instructional duties to be performed for the duration of his/her participation in this program. Consideration in the instructional design shall be given to:
- 14.1.10.1 The generation of FTES with respect to the assignment.
- 14.1.10.2 No retiree shall leave a course before that course has terminated. If the courses required for the two-year period cannot be divided equally, the courses required in the first year shall be greater than the courses required in the second year.

- 14.1.10.3 The summer session period is excluded unless it is with the approval of the United Faculty.
- 14.1.10.4 Extended day shall be used only with approval of the department involved.
- 14.1.10.5 The employee-retiree shall be given the opportunity to earn the maximum allowed by STRS/PERS in accordance with Section 14.1.5.

- 14.1.10.6 A retiree may choose to be compensated in one of the following ways:
1. The retiree will be paid the maximum allowed for the two-year period provided he/she teaches at least one-half of a two-year assignment in the first year and the remainder in the second year.

The minimum total hours necessary for a two-year assignment will be calculated by using the following formula:

$$\text{Weekly Hours} = \text{STRS Maximum X2} \div \frac{\text{Amount of Class VII Step 22 of Appdx. B}}{2 \text{ (semesters)} \times 15 \text{ (lecture load)}}$$

This value to be rounded to the next full hour.

$$\text{Minimum total hours} = \text{Weekly hours} \times 18 \text{ (rounded)}$$

2. The retiree will be compensated at an hourly rate. The hourly rate is calculated by using the following formula:

$$\text{Hourly Rate} = \text{STRS Maximum} \times 2 \div \text{Minimum total hours from above}$$

3. The parties are absolved of any load variance obligation pursuant to the foregoing to either the employee-retiree or his/her estate should the employee-retiree fail to complete the instructional design for this program.

- 14.1.10.7 The employee-retiree's continuation in the program is subject to the attainment of a satisfactory evaluation. Evaluation will occur in the first and fourth year for those not evaluated in the last three (3) years, or evaluation will follow the regular cycle of the last evaluation as a regular faculty member. The evaluation year(s) will be written into the member's contract. Emeritus faculty may be terminated for those reasons listed in Education Code Section 87732. Any grievance arising from this process shall commence at the Chancellor's level. (Level 3)

14.1.11 Departmental Approval of and Changes to Emeritus Contracts

- 14.1.11.1 In seeking an emeritus faculty employee position, faculty must receive the approval of their departments. In reviewing emeritus faculty employee positions, departments must consider the impact on the department's FTE in absorbing the emeritus faculty employee. That means that if a department contemplates hiring a full-time replacement for the retiring faculty member, the department must have sufficient "C" contract sections in its program, or the college must be willing to commit sufficient FTE to the department to both absorb the emeritus faculty employee and hire the new full-time faculty member. The department must meet other college/District-defined criteria for new hires. A department may also choose to grant an emeritus faculty employee position and not hire a full-time replacement.

- 14.1.11.2 No college will be penalized financially for granting emeritus faculty employee positions. If a department plans to add new sections to accommodate both a new hire and an emeritus employee, the plan must be approved by the college Box 2A committee.
- 14.1.11.3 Emeritus faculty may be assigned "C" contract courses at any of the District's sites to fulfill an emeritus faculty contract. Should there be insufficient "C" contract courses within the District during a particular semester, emeritus faculty will not be paid for that semester.
- 14.1.11.4 After the District and the emeritus faculty member have agreed on the emeritus faculty five (5) year contract, emeritus faculty are obligated to teach the course(s) offered by the college(s) during any given semester. Should the emeritus faculty member refuse to teach a course(s), for other than medical reasons, emeritus faculty shall not be paid for that course, and the District is not obligated to extend the emeritus contract.
- 14.1.11.5 If an emeritus faculty contract is changed by the college after the initial agreement, the emeritus faculty member may refuse to teach a "C" contract section and have the agreement extended for up to one (1) year. However, the emeritus faculty member shall not receive payment for the courses(s) he/she refused to teach.

14.2 **PRE-RETIREMENT REDUCTION OF FACULTY EMPLOYEE ANNUAL WORKLOAD:** It shall be the policy of the District to permit the reduction of faculty employee workloads in accordance with the provisions of Education Code Sections 87483 and 22724 and the following regulations:

- 14.2.1 Age Requirement. The employee must have reached the age of fifty-five (55) before reduction in workload.
- 14.2.2 Initiation of Request. The option of reduced-load employment must be exercised at the request of the employee and by the mutual consent of the District.
- 14.2.3 Other Requirements. The employee must have been employed full-time in the Contra Costa Community College District for at least ten (10) years of credited service in a certificated position of which the immediately preceding five (5) years were full-time employment.
- 14.2.4 Revocation of Reduced Workload Agreement. Revocation of the reduced workload agreement requires mutual consent of the District and the employee.
- 14.2.5 Workload. The minimum workload for reduced-load employment shall be the equivalent of one-half (1/2) of the annual full-time workload as defined elsewhere in this Agreement. Employees who teach under this plan shall be given the same consideration as regular employees in regard to class assignments, scheduling, and class sizes.

Pre-retirement reduction in workload is limited to a period of ten (10) years.

Employees who teach one-half (1/2) of a full-time workload shall be able to fulfill their annual assignment by teaching full-time for one (1) semester. One semester shall be one-half (1/2) of the service days of the academic year. Where semesters are unequal, a member may be required to serve one-half (1/2) to one (1) day more than the specified semester. The one-half (1/2) to one (1) day shall be served by the member in a way and at a place the member shall designate.

- 14.2.6 Salary and Fringe Benefits. The employee shall be paid a salary which is the pro-rata share of the salary which the employee would have earned had he or she not elected to exercise the option of reduced workload. The employee shall retain all other rights and benefits enjoyed by full-time members of the unit.
- 14.2.7 STRS. The employee shall receive retirement credit as if he/she were employed on a full-time basis. Both employee and the District shall contribute to the STRS the amount that would have been contributed if the member were employed on a full-time basis.
- 14.2.8 Notification Dates. An employee requesting participation in, or revocation of, the reduced workload agreement must apply by February 15, for the following academic year.
- 14.2.9 Contract. Mutual consent to the conditions noted above must be reached by March 15 for the following academic year. Participation must begin at the beginning of the academic year and must be for the entire academic year.
- 14.2.10 Change of Assignment. Mutual consent for a change in work year assignment must be reached by March 15 for the following academic year.
- 14.2.11 CalSTRS Approval. CalSTRS must receive and approve the pre-retirement reduction prior to the employee participating in the program.
- 14.3 **GOLDEN HANDSHAKE:** The parties will reopen negotiations if the state passes a “Golden Handshake” retirement provision for faculty during the term of this agreement.
- 14.4 **ADDITIONAL EARLY RETIREMENT ELIGIBILITY:** Unit members may also apply for early retirement if they have twenty-five (25) years of credited service and have reached age 50 pursuant to applicable STRS regulations and legal requirements. Retiree fringe benefits will only be provided under the applicable contract provisions.