#### TENTATIVE AGREEMENT 1 2 BETWEEN THE EL CAMINO COMMUNITY COLLEGE DISTRICT 3 AND THE EL CAMINO COLLEGE FEDERATION OF TEACHERS. 4 LOCAL 1388, AFT, AFL~CIO 5 March 21, 2025 6 7 This Tentative Agreement between the El Camino Community College District and the El Camino 8 College Federation Of Teachers, Local 1388, AFT, AFL~CIO ("Federation"), is made expressly 9 pursuant to the Educational Employment Relations Act and the current Collective Bargaining 10 Agreement between the parties. The following article shall be deemed to remain unchanged in 11 the Collective Bargaining Agreement except as set forth below: 12 13 **ARTICLE 18** 14 PRE-RETIREMENT PROGRAM 15 16 Section 18.1. Purpose And Implementation 17 In accordance with State law, the District has established and will continue to implement 18 19 a pre-retirement program so long as such a program is authorized by law. This program 20 allows eligible Full-Time Faculty Members approaching retirement to select participate 21 in-a reduced work load program as set forth in this Article-beginning at the start of the 22 academic year for 10-month faculty and fiscal year for 12-month faculty. 23 24 18.2 CalSTRS Participants: 25 26 Faculty members participating in CalSTRS may reduce their workloads 27 up to 50% from full-time to part-time (faculty must maintain a workload 28 of at least 50% while still maintaining other contractual obligations) if 29 they meet the following criteria: 30 31 • Be 55 or older prior to the start of the first academic year in which the 32 workload is reduced. 33 34 Have completed at least ten (10) years of prior credited service under 35 the STRS Defined Benefits program with the District. 36 37 • Have been employed in a full-time faculty position to perform creditable service under the STRS Defined Benefits program 38 39 continuously, including sabbaticals and other approved leaves of absence, for each of the five (5) academic years immediately 40 41 preceding the first year in which the member's workload is reduced. 42 without a break in service. 43 44 Reassigned/release time may be used to satisfy part, or all, of the 45 workload requirement. 46 47 All other duties (committee work, flex days, etc.) shall be 48 commensurate with the percentage of the load the unit member is 49 taking during that academic year.

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- Faculty shall receive the retirement service credit they would have received if they were employed on a full-time basis (100% load). Their retirement allowance, as well as any other benefits they are entitled to under the State Teachers Retirement System (STRS), shall be based upon the salary they would have received if employed on a full-time basis. In addition, the faculty member will continue to receive the same health benefits as a full-time employee and pro-rated benefits and entitlements as applicable (e.g., sick leave). The maximum duration for this reduction program for any individual faculty member is ten (10) years.
- 18.2.3 Reduced workloads under this Article shall be in accordance with

  Education Code Section 87483 and Government Code Section 22713,
  and subject to the requirements of the CalSTRS guidelines and
  application. Should the most recent CalSTRS guidelines/application and
  this contract language conflict, the most current CalSTRS guidelines and
  application shall prevail as the authority. Should the applicable authority
  or CalSTRS guidelines change, this article will immediately be reopened
  for negotiations over any impacts and effects.

# 18.3 CalPERS Participants:

- 18.3.1 Faculty members participating in CalPERS may reduce their workloads in accordance with Education Code Section 87483 and Government Code Section 20900, and subject to the CalPERS Guidelines (p. 65) and application.
- 18.3.2 Should the most recent CalPERS guidelines/application and this contract language conflict, the most current CalPERS guidelines and application shall prevail as the authority. Should the applicable authority or CalPERS guidelines change, this article will immediately be reopened for negotiations over any impacts and effects.
- 18.4 To ensure timely processing, Faculty are encouraged to submit their intent to participate in the reduced workload program by April 1<sup>st</sup>.

## Section 2. Eligibility

In order to participate in this program, a Faculty Member must meet the following conditions:

(a) The Faculty Member must have been employed by the District as a Faculty Member for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment without a break in service. For the purposes of this Article, other Board approved leaves shall not constitute a break in service as defined by the State Teachers' Retirement System (STRS) or the Public Employees' Retirement System (PERS). The District will provide a Faculty Member on this program with the same benefits provided Full-Time Faculty Members as set forth in Article 17, Insurance Benefits. The District and the Faculty Member on the program shall agree to make contributions to the State Teachers' Retirement System or the Public Employees' Retirement System equal

to the amount that would have been contributed if the Faculty Member had remained in full-time employment. The Faculty Member on the program shall authorize the District in writing to deduct from the Faculty Member's pay such amounts as are necessary to pay the Faculty Member's 100% retirement contribution.

- (b) At the time the Faculty Member begins participating in the program, the Faculty Member must be at least fifty-five (55) years of age.
- (c) The Faculty Member must agree to retire and terminate all services with the District at the conclusion of the pre-retirement program, which program will not exceed five (5) years.
- (d) The Faculty Member must make application for participation in the program to the District by February 1 of the contract year preceding the contract year in which the program begins.

### Section 3. Work Load And Compensation

A pre-retirement program for any eligible Faculty Member will require a reduction in the Faculty Member's normal assignment and will require a commensurate reduction in the yearly contract salary. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the Faculty Member's yearly contract of employment during the last year of service in a full-time position. Work assignments for Faculty Members on the program will be made pursuant to the following rules:

- (a) An Instructor employed on an academic year basis on the program may be assigned to teach, as a minimum:
  - (1) 100% one semester and 0% the second semester.
  - (2) 50% each semester, or
  - (3) Any teaching assignment that will average 50% or more for two semesters of an academic year.
- (b) A Nurse, Librarian, Counselor, Disabilities Specialist or Faculty Coordinator employed on an academic year basis or a Counselor or Faculty Coordinator employed on a fiscal year basis may be assigned to work, as a minimum any combination of work hours, days, and months in the yearly assignment excluding that year's pro rata vacation entitlement so as to equal at least a fifty percent (50%) work assignment. The participant will receive that percentage of the annual vacation entitlement for that year as the percentage of reduced assignment bears to a 100% assignment. The specific schedule shall be subject to prior agreement between the Dean of the Division and the Faculty Member who participates in the program to insure that peak periods of need are adequately covered.

#### Section 4. Maintenance Of Benefits

The District will provide a Faculty Member on this program with the same benefits provided Full-Time Faculty Members as set forth in Article 17, Insurance Benefits. The District and the Faculty Member on the program shall agree to make contributions to the State Teachers' Retirement System or the Public Employees'

Retirement System equal to the amount that would have been contributed if the Faculty Member had remained in full-time employment. The Faculty Member on the program shall authorize the District in writing to deduct from the Faculty Member's pay such amounts as are necessary to pay the Faculty Member's 100% retirement contribution. Section 5. Sick Leave The amount of sick leave earned by the Faculty Member on the program will vary directly to the percent of part-time employment -- that is, fifty percent (50%) employment will vield sick leave of fifty percent (50%) of ten (10) days or five (5) days of full-time sick leave, or ten (10) days of fifty percent (50%) of sick leave. A Faculty Member on the program who utilizes sick leave will have his/her earned sick leave reduced on the same basis as a Full-Time Faculty Member. Section 6. Sabbatical Leave A Faculty Member participating in the program is not eligible for sabbatical leave. A Faculty Member who has returned from sabbatical leave may participate in the program at any time after returning from such leave so long as the total fractional time employed by the District thereafter is equal to the required period of postsabbatical leave service required by Article 13, Section 7. Section 7. Winter/Summer Session A Faculty Member participating in the program is not eligible for winter/summer session priority as provided in Article 9. Section 8. Adoption And Revocation A Faculty Member who elects to participate in the pre-retirement program shall be required to enter into an Agreement with the District respecting the terms and conditions of the Faculty Member's program, which agreement can be revoked only by mutual consent of the District and the Faculty Member. Signed and entered into this 24th day of March 2025. FOR THE DISTRICT FOR THE FEDERATION Jaura C Saldennaga. Jane Migskico