

ARTICLE 41 – RETIREMENT

~~The parties agree that early retirement may be a viable option for some employees who attain the age of fifty-five (55), are eligible to participate in the Oregon Public Employee Retirement System, and have been employed by Lane Community College for a minimum of ten (10) years since the most recent date of hire.~~

41.1. **Benefits at Age 58.** When a contracted employee reaches the age of fifty-eight (58) and for each year thereafter, the College shall offer the option of an early retirement program which will provide the employee three hundred fifty dollars (\$350) per month until ~~they~~he/she reaches age sixty-two (62) if they have retired prior to July 1, 2001, and one hundred seventy-five dollars (\$175) per month if they retire on or after July 1, 2001.

41.2. **Benefits Prior to Age 58.** An employee who elects to retire prior to age fifty-eight (58) shall receive a pro rata monthly benefit based on the number of months until he/she reaches age sixty-two (62). The monthly benefit shall be calculated so that the actual costs for insurance premiums and monthly stipends do not exceed the costs the College would have incurred had the employee been age fifty-eight (58) at the time of early retirement.

41.3. **Insurance.** The College shall pay the employee's and the employee spouse's monthly premium for the College's hospital-medical and dental insurance programs until the employee reaches sixty-five (65) years of age or the retired employee qualifies for Federal Social Security Medicare coverage or obtains other comparable coverage, whichever is earlier. College paid premiums and benefits for retirees who retire during the term of this Agreement shall not exceed the two-party premium amounts and benefits provided for in this Agreement at the time of retirement.

The monthly stipend shall be prorated for employees who have not been assigned a workload of 1.0 FTE for at least five (5) of the last ten (10) years prior to early retirement. In such case, the stipend amount shall be based on the employee's average FTE assignment during the last ten (10) years.

41.4. **Spousal Benefits.** Any retired employee who is eligible for Medicare, but whose spouse is not yet eligible, shall receive one-party medical and dental insurance for the spouse until the spouse reaches the age of sixty-five (65). In the event of the employee's death, coverage for the surviving spouse shall continue until the spouse reaches the age of sixty-five (65).

41.5. **403b Retirement Account Providers.** The College will include on its list of eligible 403b retirement fund providers any bona fide provider requested by at least seven faculty members who elected to have College payroll deductions made and deposited to 403b accounts.

41.6. **Re-employment of Retired Employees.** Contracted faculty members who retire at the end of a contract year, but who wish to return to work at greater than 0.5 FTE, will be required to apply for re-employment to the College. The appropriate manager(s) will make a timely decision on the application. If no competitive hiring process has been used, and if the number of accepted applicants for re-employment for a specific position exceeds the College's need, applicants will be selected by seniority at the point of retirement. If re-employed, the following conditions will apply:~~Retiree Benefits~~

41.6.1. Re-employed unit members will be considered Temporary Contracted Faculty.~~**LCC Email Accounts.** Retirees may retain their LCC email accounts for up to ten (10) years after retirement, provided annual confirmation of their request to do so.~~

41.6.2. Re-employed unit members will be subject to the Contracted Faculty Salary Schedule, and will be treated the same as any new hire to the college, with a maximum placement on Step 9.

41.6.3. Re-employed unit members may request to carry over up to twenty-five (25) days of paid sick leave from their active employment balance for use upon re-employment. This election must be made in writing to Human Resources in advance of the member's effective date of retirement and prior to finalization of a separation report to PERS.

41.6.4. Re-employed unit members are not eligible for **Article 23.8** benefits.

41.6.5. Early Retirement benefits will be deferred for re-employed unit members until the end of their re-employment, and will be based upon the last year of regular employment.

41.6.6. The College will not be obligated to forward payments to PERS for the re-employed unit member who is already drawing PERS benefits **except as required by PERS.**~~**LCC Locker Room.** The Association and College shall negotiate a retiree right to use LCC locker rooms for up to ten (10) years after retirement.~~

41.7. Unless there is mutual agreement by the employee, the College, and the Association, re-employed unit members will exercise the re-employment option only one (1) time. In no case shall re-employment extend beyond a total of ten hundred and thirty nine (1,039) hours within a calendar year.