ARTICLE 33 – INSURANCE BENEFITS ~~& HEALTH CLINIC~~

33.1. Contracted Faculty Insurance

33.1.1. Each contracted employee of the College who has an expectation of employment of two (2) or more terms shall be eligible for the insurance coverage provided by the College.

33.1.2. Eligible employees who have received notification of reemployment for the following academic year and who have accepted such employment shall be provided coverage during the term they are absent provided their annual contract provides for three (3) terms of employment.

33.1.3. Contracted employee benefits include: health insurance, with medical, dental and vision ~~major medical; dental insurance, vision insurance~~; life insurance; accidental death and dismemberment insurance; and, long-term disability insurance.

~~33.1.3.1. Term Life Insurance, Contract Faculty: For all contracted faculty the College shall provide and pay the premiums for term life insurance coverage per employee.~~

~~33.1.3.2. Long Term Disability Insurance, Contract Faculty. For all contracted faculty the College shall provide and pay the premiums for the College's group long term disability insurance plan.~~

~~33.1.3.3.~~33.1.3.1. **Life, Accidental Death & Dismemberment, and Long-term Disability Insurance.** ~~Life insurance, accidental death and disability insurance, and long term disability insurance plans shall be moved from the current provider to those provided through the Oregon Educator Benefit Board (OEBB) beginning October 1, 2009.~~ The Faculty Insurance Committee will select the plans to be offered to employees and subject to a combined $24.99 per month, per employee, employer paid cap. ~~and t~~The difference per month per employee shall be added to the monthly employee contributions for health insurance premiums. ~~The total College contribution for these plans for the 2009 – 2010 year shall remain the same as the 2008 – 2009 year: $24.99/year per contracted faculty member~~

33.2. Part-time Faculty Insurance

33.2.1. Eligible part-time employees ~~selecting health insurance~~ shall be ~~provided~~ offered ~~hospital~~ medical, dental, and vision insurance ~~and~~

~~dental insurance~~ based upon the employee eligibility and contribution rates outlined herein.

33.2.2. Part-time employees who worked the equivalent of fifteen (15) credit hours during the previous four (4) terms and are scheduled to ~~be part of the bargaining unit (~~teach 0.200 FTE or more~~)~~ for the current term shall establish eligibility for insurance.

33.2.3. Part-time employees not establishing eligibility by working during the previous four (4) terms may do so by working at least five (5) credit hours or 0.333 FTE in one (1) term and being scheduled to work at least five (5) credit hours or 0.333 FTE the following term. Coverage shall be effective the first of November for fall term, the first of February for winter term, the first of May for spring term, and the first of August for summer term, and shall continue for three (3) consecutive months.

33.2.4. Once eligible, part-time employees maintain eligibility by working three (3) credit hours or 0.200 FTE each consecutive term.

33.2.4.1. Part-time faculty members working a total of 1.2 ~~term~~ FTE or greater cumulatively ~~in~~ over any two (2) of the previous four (4) consecutive terms ~~of the of the Summer, Fall, Winter, and/or Spring~~ shall maintain eligibility for the subsequent two (2) terms. ~~all four (4) terms of the academic year. consecutive terms of the Summer, Fall, Winter, and/or Spring shall maintain eligibility for insurance for the subsequent term.~~

33.2.4.2. Part-time faculty members working a total of 1.2 ~~term~~ FTE or greater cumulatively over the three previous consecutive terms ~~in the Summer, Fall, Winter, and/or Spring terms~~ shall maintain eligibility for insurance in the subsequent term. ~~A maximum of 0.5 term FTE from Summer term will count toward this total.~~

~~33.2.4.2.~~33.2.4.3. **Special Terms for SB551**

The LCC "process established by each institution" for part-time faculty to select a home institution in accordance with SB 551 shall be as follows.

~~33.2.4.2.1.~~33.2.4.3.1. Effective October 1, 2021, part-time faculty who: are eligible for insurance at LCC as outlined in the CBA; who receive LCC-provided insurance benefits; and who also meet the eligibility requirements for SB

551 based solely on their LCC employment shall have LCC designated as their "home institution" unless they opt-out as described in "33.2.4.3.2" below. No form shall be required.

33.2.4.3.2. Part-time faculty who meet the requirements outlined in 33.2.4.3.1 shall have the opportunity to opt-out of designating LCC as their home institution upon execution of this agreement and whenever they have a qualifying event. A form shall be required for all faculty wishing to opt-out.

33.2.4.3.3. Part-time faculty who do not meet the criteria for 33.2.4.3.1 above but who are eligible for insurance under SB 551 (e.g. through employment at LCC combined with other public institutions of higher ed in Oregon) or who become eligible for LCC insurance shall also have the opportunity to designate LCC as their "home institution" or opt-out. A form developed for faculty use to implement this provision shall be required for all part -time faculty receiving LCC insurance at the time of LCC insurance enrollment or whenever they have a qualifying event.

33.3. **Insurance Benefits**

33.3.1. **Level of Benefits:** The level of benefits in the current OEBB medical plan shall remain the same if the Faculty leaves the OEBB plan unless negotiated otherwise by the College and the Association.

33.3.2. **Employee ~~Out-of-Paycheck~~ Contributions**

33.3.2.1. Premiums totaling more than the employer contribution will be paid by the employee via pre-tax payroll deduction, limited by the stop loss provisions in 33.3.2.3 and cost neutrality provsions in 33.3.2.4.~~The Employer contribution for the College Base Plan (Alder) shall be limited to what the Employer contributions were for Plan A during the 2015 - 2016 year until the Base Plan Plan Alder (or the highest OEBB plan, whichever is higher) exceeds this limit. When the Base Plan Alder (or the highest cost OEBB Plan) exceeds this limit, faculty members shall be responsible for picking up insurance premium increases rate hikes to the~~

~~College Base plan (Plan Alder), except that this shall be limited by the "stop loss" provisions in 33.3.2.3 and "cost neutrality" provisions in 33.3.2.4. The 2015 – 2016 employer contribution levels toward the total cost of premiums were: $771.48/mo. – Empl. Only, $1,656.56/mo. – EE + Sp., $1,464.82/mo. – EE + Child(ren), and $2,390.89/mo. – Full Family.~~

Part-time Faculty

33.3.2.1.1. **Employee Only:** ~~College p~~Part-time faculty selecting employee-only coverage shall pay the same ~~out-of-paycheck~~ employee contributions as contracted faculty, excluding any additional premium added to contracted faculty rates for life, AD&D, and LTD coverage. ~~Premiums totaling more than the employer contribution will be paid by the employee.~~

Employee + Spouse/Partner: Part-time faculty selecting employee plus spouse/partner ~~or employee plus children coverage~~ shall receive an employer contribution equal to 95~~84~~% of the employee plus spouse/partner cost of the medical plan premium designed in the ~~College~~ Base Plan~~for OEBB medical only Plan Birch. Premiums totaling more than the employer contribution will be paid by the employee.~~

Employee + Child(ren): Part-time faculty selecting employee plus child(ren) shall receive an employer contribution equal to 95% of the employee plus child(ren) cost of the medical plan premium designated in the ~~College~~ Base Plan. ~~Premiums totaling more than the employer contribution will be paid by the employee.~~

Full-Family: Part-time faculty selecting full-family coverage shall receive an employer contribution equal to 90~~67~~% of the full family cost of the medical plan premium ~~designed~~designated in the ~~College~~ Base Plan. ~~of OEBB medical only Plan Birch. Premiums totaling more than the employer contribution will be paid by the employee.~~

~~Part-time faculty shall pay the remaining amounts of OEBB medical Plan Birch above 84% for employee plus spouse/partner or employee plus children coverage for OEBB medical Plan Birch. Part-time faculty shall pay the remaining amounts of OEBB medical Plan Birch above 67% for full-family coverage for OEBB medical Plan Birch.~~ Part-time faculty may select from the same MODA and Kaiser plans available to contracted faculty ~~OEBB plans~~ and receive the same dollar contribution from the College as they would receive according to the above formulas.

~~College part-time faculty selecting employee-only coverage shall pay the same out-of-paycheck contributions as contracted faculty.~~

33.3.2.2. **Contracted Faculty, Stop Loss, and Cost Neutrality** ~~**Out-of-paycheck Premium Contribution "Stop-loss"**~~

33.3.2.2.1. **Employee Only.** If ~~as a result of the above "base" formula,~~ the aggregate ratio between the College contribution~~s~~ and the ~~contracted faculty out-of-paycheck~~employee contribution~~s~~ for medical, dental and vision insurance premiums reach~~es~~ a 100/0 contribution split, this 100/0 ratio shall then determine the amount of College contribution~~s~~ and employee ~~out-of-paycheck~~ contribution~~s~~ for the duration of this agreement.

33.3.2.2.2. **Employee + Spouse/Partner** ~~**and Employee + Child(ren).Employee + Child/Children and Employee + Spouse/Partner**~~**.** If ~~as a result of the above "base" formula,~~ the aggregate ratio between the College contribution~~s~~ and the ~~contracted faculty out-of-paycheck~~employee contribution~~s~~ for medical, dental and vision insurance premiums for ~~employee + spouse/partner or employee + child(ren)/children or employee + spouse/ partner~~ reach~~es~~ a~~n~~ 95/5 contribution split, this 95/5 ratio shall then determine the amount of College contributions and employee ~~out-of-paycheck~~ contribution~~s~~ for the duration of this agreement, ~~except that this~~

~~determination shall be~~ subject to the limitations of the "cost neutrality" provision specified herein.

~~33.3.2.2.2.~~33.3.2.2.3. **Employee + Child(ren).** If the aggregate ratio between the College contribution and the employee contribution for medical, dental, and vision insurance premiums reach a 95/5 contribution split, this 95/5 ratio shall then determine the amount of College contribution and employee contribution for the duration of this agreement, subject to the limitations of the "cost neutrality" provision specified herein.

~~33.3.2.2.3.~~33.3.2.2.4. **Full Family.** If ~~as a result of the above "base" formula,~~ the aggregate ratio between the College contribution~~s~~ and the ~~contracted faculty out-of-paycheck~~employee contribution~~s~~ for medical, dental and vision insurance premiums ~~for full family~~ reach~~es~~ a~~n~~ 90/10 contribution split, this 90/10 ratio shall then determine the amount of College contribution~~s~~ and employee ~~out-of-paycheck~~ contribution~~s~~ for the duration of this agreement, ~~except that this determination shall be~~ subject to the limitations of the "cost neutrality" provision specified herein.

33.3.2.2.5. **Employee Contribution "Cost Neutrality".** Irrespective of renewal rates or other factors in the cost-sharing formula, there shall be a cap on the amount by which the payroll deductions may increase in any one year. That amount shall be 100% of the COLA applied at the top step of the part-time pay scale (expressed as an absolute gross compensation value, and assuming a .500 FTE with 45 credits equaling a 1.0 FTE assignment). In the event that this cap applies, the ~~EO and E+1~~ employee + spouse/partner and employee + child(ren) payroll deduction shall be increased by a percentage equal to the percentage increase for the Full Family increase, but not to exceed the 95/5 contribution split.

~~33.3.2.2.4.~~33.3.2.2.6. For the 2026/27 plan year, 33.3.2.3 Contracted Faculty Out-of-paycheck Premium Contribution "Stop-loss" and 33.3.2.4

Employee Contribution "Cost Neutrality" shall be suspended.

~~33.3.2.2.5. The Cost Neutrality provision outlined in 33.3.2.4 shall be waived for the 2017-2018 year only. Article 33.3.2.4.1 shall be removed from the Collective Bargaining Agreement upon its expiration, June 30, 2018.~~

33.3.2.3. For each permitted Renewal Date, the effective date for the COLA increase is provided below unless the contract is settled later, in which case it will be the date of contract ratification.:

Renewal Date:	COLA Date:
October 1	**July 1**

33.3.3. **Insurance Coverage Year.** The College and the Association mutually agree that the "insurance coverage year" for contract faculty shall be defined as ~~beginning September 1, 2016 through September 30, 2017 and thereafter shall begin~~ October 1 ~~and end~~ through September 30 annually for contracted faculty who complete a full contract year. With the exception of periods when "status quo" guidelines apply, an open enrollment period shall be provided prior to any rate adjustments or changes in benefits.

33.3.4. **Liability Insurance.** The employer agrees to provide each employee with liability insurance for actions while directly performing work for the College.

~~33.3.5.~~ **Disability Coverage.** Employees who ~~were~~ become disabled while employed for Lane Community College will be provided insurance coverage for up to twelve (12) months. ~~and the employee may purchase an additional six (6) months coverage.The College will provide insurance coverage for employees who were disabled while employed for Lane Community College. Such coverage shall continue for up to twelve (12) months and the employee may purchase an additional six (6) months' coverage. The College shall make available to eligible faculty the option to buy additional long-term disability insurance coverage through a "buy-up" option under the existing long-term disability insurance plan and coverage. Faculty shall self-pay the additional premiums costs related to all decisions to "buy-up" higher levels of long-term disability coverage.~~

33.4. **Solicitation for New Insurance Carrier**. If state law provides an option to leave Oregon Educators Benefit Board insurance plans, the Association may request an RFP and may select an alternative carrier provided no benefit reduction and no cost increase; the College must agree on any change in carrier. If state law provides an option to leave OEBB insurance, the College may solicit for a new insurance (health, dental, vision) carrier during the term of this Main Agreement; the LCCEA must agree on any change in carrier. Such solicitations shall not cause a change in benefits provided to employees unless there is mutual agreement between the College and the Association.

33.5. **Flexible Spending Section 125 Medical**. The College shall provide employees with access to a flexible spending Section 125 ~~medical~~ healthcare and dependent care savings program via voluntary payroll deductions. The College shall pay the ~~participation fees and the~~ administrative fees to the ~~third party~~third-party administrator of the Section 125 flexible spending program. Employees must voluntarily renew their Section 125 elections every calendar year, and the College shall provide an open enrollment period prior to each calendar year renewal~~ of the Section 125 plan~~. Employees contributing $240 or more annually to their Section 125 healthcare account~~s~~, shall receive an annual College contribution to the~~ir~~ account, based on their medical plan enrollment tier, as outlined below.~~ in the amount of $300.00 for employees with Employee-Only insurance, $500.00 for Employee + Spouse/Partner or Employee + Child/ren, and $600.00 for Full Family~~.

Annual College Contribution

Employee Only: $450.00

Employee + Spouse/Partner:

A. For employee contributions of $500.00 or less, the College shall contribute $500.00 to the employee's Section 125 account. In addition, the College shall pay a one-time stipend of $160.00 to the employee.

B. For employee contributions between $500.01 and $699.99, the College shall match the employee contribution dollar for dollar up to $699.99, to the employee's Section 125 account. In addition, the College shall pay a one-time stipend to the employee using to the following formula: ($700.00 – employee's annual contribution) / 1.25 = stipend amount.

C. For employee contributions of $700.00 or more, the College shall contribute $700.00 to the employee's Section 125 account.

Employee + Child(ren):

A. For employee contributions of $500.00 or less, the College shall contribute $500.00 to the employee's Section 125 account. In addition, the College shall pay a one-time stipend of $160.00 to the employee.

B. For employee contributions between $500.01 and $699.99, the College shall match the employee contribution dollar for dollar up to $699.99, to the employee's Section 125 account. In addition, the College shall pay a one-time stipend to the employee using to the following formula: ($700.00 – employee's annual contribution) / 1.25 = stipend amount.

C. For employee contributions of $700.00 or more, the College shall contribute $700.00 to the employee's Section 125 account.

Full Family:

A. For employee contributions of $500.00 or less, the College shall contribute $500.00 to the employee's Section 125 account. In addition, the College shall pay a one-time stipend of $320.00 to the employee.

B. For employee contributions between $500.01 and $899.99, the College shall match the employee contribution dollar for dollar up to $899.99, to the employee's Section 125 account. In addition, the College shall pay a one-time stipend to the employee using to the following formula: ($900.00 – employee's annual contribution) / 1.25 = stipend amount.

C. For employee contributions of $900.00 or more, the College shall contribute $900.00 to the employee's Section 125 account.

33.5.1. **Health Savings Account.** Faculty electing an HSA-eligible plan shall not participate in Flexible Spending Section 125 Medical accounts in accordance with IRS regulations. Faculty electing an HSA-eligible plan shall receive College contributions to the HSA according to this formula.

Formula: (The College base plan monthly employer contribution amount minus the College contribution for employee monthly healthcare with HSA-eligible plan) times 12 = annual College contribution to faculty HSA plan.

Examples for heuristic purposes: For an employee with employee only coverage, the College base plan monthly employer contribution is $882.70. If the HSA-eligible plan total healthcare employer contribution is $682.70 per month, the formula would be: ($882.70 - $682.70) x 12 = $2400 annual College contribution to faculty HSA plan.

For an employee with employee plus child(ren) coverage, the College base plan monthly employer contribution is $1612.66. If the HSA-eligible plan total healthcare employer contribution is $1312.66 per month, the formula would be: ($1612.66 - $1312.66) x 12 = $3600 annual College contribution to faculty HSA plan.

33.5.2. **Insurance Waiver Program.** The College will create an insurance waiver program for employees who have double coverage either through OEBB or some other insurance carrier and will provide a monthly stipend in the amount of 25.5% of the college contribution to employee only insurance to contracted faculty members and part-time faculty members eligible for insurance who elect to waive their LCC health insurance coverage.

33.5.3. **Double Coverage Surcharge.** Insurance eligible faculty members who opt to insure a spouse or partner on LCC sponsored medical insurance whose spouse or partner also receives medical insurance coverage under other PEBB and/or OEBB medical insurance plan(s) will incur a post-tax $5.00 per month fee ($2.50 per paycheck).

33.5.3.1. The double coverage fee is considered separate, and in addition to, any employee contribution for health insurance premiums.

33.5.3.2. The double coverage fee Is only applicable for the double coverage of medical insurance and is not charged when the spouse and/or partner is only double covered for dental and/or vision and does not extend to double coverage of medical for children.

~~33.6. **College Student Health Clinic.** Students are eligible to access primary health care services through the College Student Health Clinic.~~

~~33.7. **Joint Insurance Committee (JIC).** The College and the Association agree to engage in good faith negotiations and multi-lateral discussions through the JIC process, to resolve the following benefits related issues:~~

~~33.7.1. Employee Health Clinic Participation and Contributions~~

~~33.7.2. Medical Section 125 Flexible Spending~~

~~33.8.~~33.6. **Oregon Insurance Pool**

~~33.8.1. **College and Employee contributions**: OEBB MODA Medical Plan A, MODA Dental Plan #1, and MODA Vision Plan #4, constitute the College Base medical plan.~~

~~33.8.2. Except by mutual agreement between the College and the Association, converting to plans offered under the statewide insurance pool will not~~

~~alter any of the provisions of the current Collective Bargaining Agreement.~~

~~33.8.3.~~33.6.1. **Plan Selection**

~~33.8.3.1. For the 2025-26 and 2026-27 plan years, MODA Plan 5 and Kaiser Plan 2b will be offered. Additionally, the College will provide a Health Reimbursement Account (HRA) with the purpose of maintaining maximum member out of pocket costs (OOP) at the 2024-25 MODA Plan 1 level ($700 Ded / $2,850 OOP - 2 tiered deductible and OOP) or at the 2024-25 Kaiser Plan 1 level ($0 Ded / $1,500 OOP - 2 Tiered Deductible and OOP), dependent upon employee selection.~~

~~33.8.3.2.~~33.6.1.1. The Association will select up to the maximum number of plans for each type of coverage (medical, dental, vision, etc.) currently provided under the terms of the Main Agreement and provided by OEBB. Additional plan types may be added by mutual agreement between the College and the Association. The Association shall notify the College of any changes to its selection of plans by June 1 each year or 15 working days after the publication of new OEBB rates, whichever is later.

~~33.8.3.3.~~33.6.1.2. The selection of plans from the statewide pool shall not alter the College's contractual insurance contribution obligations except by mutual agreement between the College and the Association.

~~33.8.3.4.~~33.6.1.3. Faculty members may choose any of the plans selected by the Association~~,~~ and may switch plans during any open enrollment period or any OEBB qualifying event.

~~33.8.3.5.~~33.6.1.4. The College Base Plan for the purposes of cost sharing calculations shall be MODA Medical ~~p~~Plan 2~~5~~, Moda Delta Dental Premier Plan 1, Moda Opal Vision. The Employer cap for the 2026-27 insurance year shall be the 2025-26 Collect contribution levels to MODA Medical Plan 2, Moda Delta Dental Premier Pl;an 1, Moda Opal Vision, and will become the basis for future year employer contributions: ~~plus HRA. The College Base Plan shall be Alder Synergy. If Alder Synergy is no longer available,~~ ~~If any of the selections under the College Base Plan are no longer available, the replacement plan(s) shall be the most comprehensive plan available from OEBB.~~

EE Only	$853.42
EE + Sp	$1,862.29
EE + Ch	$1,642.49
Family	$2,557.03

~~33.8.3.6.~~33.6.1.5. ~~Contracted faculty members may opt out of insurance coverage upon providing proof of other coverage. Part-time faculty members are not required to select any insurance coverage.~~ Employees who are eligible for medical, dental and vision coverage but choose to opt-out because of other qualifying group coverage will receive a monthly stipend based on the following formula: Employer Contribution for Employee Only Base Plan x 25.5%.

~~33.8.4.~~33.6.2. The statewide insurance pool may not offer plans for every type of insurance coverage currently provided under the Collective Bargaining Agreement. As allowed by law, the College shall continue to provide such insurance coverage though contracts with other insurance providers.

~~33.8.5. Employees shall be provided an enrollment period of no less then forty-five (45) days unless otherwise required by law to facilitate moving to OEBB plans. Following the transition, employees shall be provided an open enrollment period of no less than thirty (30) days annually and whenever an OEBB qualifying event occurs.~~

~~33.8.6.~~33.6.3. Until such time as such new plan(s) are in effect, the College shall maintain the status quo and the level of benefits defined in this Agreement.