

**Memorandum of Agreement
Between
Lane Community College Employees Federation
And
Lane Community College**

2019 – Employment *Voluntary* Separation Incentive Proposal

This Memorandum of Agreement (MOA) reflects the agreement between Lane Community College Employees (LCCEF) and Lane Community College (College) to the employment separation incentive outlined below for eligible C-1 and C-2 classified employees (.500 – 1.00 FTE). This Separation Incentive will remain in effect for the dates enumerated in the agreement. Neither the College nor LCCEF should consider this agreement to be precedent setting. LCCEF and the College agree that:

1. **Eligibility:** Current C-1 and C-2 Classified employees (.500 – 1.00 FTE) who will be age 55 or older by July 31, 2019, and who were hired by or before January 1, 2009 into a C-1 or C-2 (.500 -1.00 FTE) assignment, may exercise their interests to voluntarily separate from employment with Lane Community College in order to access the benefits outlined in provision #3 below.
2. **Timeframe:** In order to access the benefits noted below, eligible C-1 and C-2 employees (.500 – 1.00 FTE) must submit a written, signed and non-revocable notice of voluntary separation from employment with Lane Community College by or before March 1, 2019. The written and signed notice of voluntary separation from employment is irrevocable must be submitted to the College's Human Resource Department by the end of the work day on March 1, 2019. The intention of this employment separation incentive is that C-1 and C-2 employees (.500 – 1.00 FTE) exercising this option and accessing the benefits outlined in #3 below shall fully separate from employment with the College no later than July 31, 2019.

Employees exercising their right to separate from Lane Community College under this agreement have no guarantee for future work. Reemployment with Lane Community College would solely be based on the needs of the College.

3. **Incentive Options:** Eligible C-1 and C-2 classified employees (see #1 above) may elect between the following two options:
 - 3(a). **Health Insurance Continuation** - The College will continue to make the employer contributions for health insurance premiums for Employee Only coverage for up to twelve (12) months, or until the separated employee is Medicare eligible, after the month of voluntary separation from employment. Separated C-1 and C-2 employees (.500 – 1.00 FTE) must continue to pay the current employee contributions (based on the 1018-19 rate chart and plan choice) for Employee Only health insurance premiums during the twelve (12) months, or until the separated employee is Medicare eligible, in order for the health insurance benefits to continue.
 - 3(b). **One-time-payment, Stipend** – In lieu of receiving the continuation of health insurance benefits noted in 3.a. above, eligible C-1 and C-2 (.500 -1.00 FTE) employees may elect to

receive a one-time-only stipend payment of \$10,000 subject to all standard payroll withholding requirements. Eligible C-1 and C-2 (.500 – 1.00 FTE) employees wishing to receive the one-time only stipend payment will be provided with a form on which they must designate the payroll period during their remaining active employment when this stipend payment will be made.

4. Unemployment Benefits: Employees who choose to separate employment with Lane Community College through this Voluntary Separation Incentive Proposal are separating voluntarily without good cause. This means under ORS 657.176(2)(c) they may be disqualified for collecting unemployment benefits as a result of their separation.
5. Tuition Waiver: Employees electing to separate under this incentive shall be eligible for tuition-free classes through June 30, 2020 on a space available basis for employees only.
6. Transportation Fee Exempt Class: Employee electing to separate under this incentive shall be eligible for access to wellness related classes with an exemption from the term transportation fee through June 30, 2020. Employees will need to use the CRN number(s) provided each term.

The College and LCCEF agree and acknowledge that the voluntary separation incentives noted above for eligible C-1 and C-2 employees (.500 – 1.00 FTE) will expire effective March 2, 2019.

Robin Meyer 2.1.19
For the Federation Date

Dennis Carr 2/1/2019
For the College Date