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LCCEA Proposal, November 10, 2025

CBA Updates, MOAs, No Waivers

All CBA modifications from the 2022-2024 Economic Reopener (unless amended through 2025 successor CBA modifications) shall be incorporated into the final agreement before the document is finalized or printed.

Except as provided below, all ongoing MOAs and all ongoing MOA provisions shall become articles in the LCC-LCCEA Collective Bargaining Agreement and numbered accordingly.

LCCEA does not waive past practice; LCCEA does not waive its rights to demand to bargain under the PECBA, nor does LCCEA waive any other right under the PECBA.

LCCEA agrees to eliminate the following MOAs.

~~Module 4 TA'd~~

~~Spring 2020 Corona Virus TA'd~~

~~Summer 2020 Corona Virus TA'd~~

~~2020-21 Corona Virus TA'd~~

~~Reopening 2021 TA'd~~

~~Reopening 2022 TA'd~~

~~2022-23 Reopening TA'd~~

~~Voluntary Separation 2017 TA'd~~

~~Voluntary Separation 2019 TA'd~~

~~Voluntary Separation 2021 TA'd~~

~~Voluntary Separation 2022~~

~~2023-24 Global Resolution TA'd~~

~~Academic Learning Skills Redesign TA'd~~

~~Manager Teaching Spanish Settlement Agreement (5/25/2023) TA'd~~

~~MOA: Step Correction TA'd~~

~~Contracted Faculty FTE Exception (7/25/2022) TA'd~~

~~MOA: Culinary Workload TA'd~~

~~Nursing Clinical Teaching Load Credit TA'd~~

~~Unpaid Sabbatical Leave Option TA'd~~

~~Enrollment Capacity Implementation Process TA'd~~

~~Workload, Class Cancellation, And Enrollment Capacity MOA Modification (April 6, 2015) TA'd~~

~~Media Arts~~

~~Academic Technology MOA~~

only change on 11/16

LCCEA agrees that the following shall be maintained as MOAs in the CBA.

Part-time Coaches

Hyflex MOA

Double Coverages Surcharge MOA

Grievance and ULP Settlement

Dental Hygiene ULP Settlement Agreement 3/1/23

LCCEA agrees to eliminate the following MOAs with status quo and/or updated language incorporated into the CBA as noted below.

Re-Employment of Retired Employees (see Art. X updated language for legal compliance)
Workload, Class Cancellation, And Enrollment Capacity (see Art. 34.8.1 status quo language)
Workshare (See Art. 33.5.2 incorporating status quo insurance stipend, previously provided)
Section 125 MOA (See Art. 33.5 incorporating status quo Sec. 125 language)
SB551 MOA, SB551 Modifications, HB2611 MOA (See Art. 33.2.4.3 incorporating status quo language on "home institution"; 23.17, 23.18, and 23.19 incorporating status quo language on CD funding, JEDI fellowships, and new faculty course release, & updated funding for FPD)
(Also see: insurance eligibility updates already provided & Art. 9 work days and inservice hours already provided)
Office Hours MOA (See Art. 35.3.3 revisions incorporating status quo language)
Common Course Numbering (See expiration date update)
College Governance & College Governance Reassignment Time and Compensation MOAs (incorporate status quo language into CBA Article Y)
Part-time Specific Meeting Compensation (See Art. 32.5.2 incorporating status quo language)
Contracted Faculty FTE March 2021 MOA (See Art. 10 incorporating status quo language)
Contracted Faculty FTE November 2021 Settlement (See Art. 10 incorporating status quo)
Required Workshops MOA (See Art. 23 incorporating status quo language)
Manager Teaching Settlement MOA (See Art. 49 incorporating status quo language)
ESL MOAs (See Art. 50 incorporating status quo language)

TA'd

Moodle 4

Spring 2020 Corona Virus

Summer 2020 Corona Virus

2020-21 Corona Virus

Reopening 2021

Reopening 2022

Voluntary Separation 2017

Voluntary Separation 2019

Voluntary Separation 2021

2023-24 Global Resolution

2022-23 Reopening

Manager Teaching Spanish Settlement Agreement (5/25/2023)

MOA: Step Correction

Contracted Faculty FTE Exception (7/25/2022)

MOA: Culinary Workload

Nursing Clinical Teaching Load Credit

Unpaid Sabbatical Leave Option

Enrollment Capacity Implementation Process

Workload, Class Cancellation, And Enrollment Capacity MOA Modification (April 6, 2015)

SETTLEMENT AGREEMENT

ARTICLE 49 – ASSIGNMENT OF BARGAINING UNIT WORK TO MANAGERS

~~The parties to this agreement are the Lane Community College Education Association (LCCEA) and Lane Community College (College). LCCEA filed a grievance alleging that the College had assigned a manager to do bargaining unit work in violation of the recognition clause of the parties' collective bargaining agreement.~~

~~This agreement resolves that grievance and sets forth a procedure moving forward but shall not be deemed an admission by either party regarding the correct meaning of the collective bargaining agreement.~~

~~The parties agree as follows:~~

49.1 The College shall not assign bargaining unit work to managers without written confirmation from the LCCEA that it does not object. Confirmation of the LCCEA's lack of objection shall be granted automatically in accordance with **49.2 #2** below.

49.2 The Union shall provide written confirmation that it does not object to the College allowing a manager to do bargaining unit work whenever the College requests written confirmation from LCCEA and has exhausted all options to assign the work to bargaining unit members (either existing or newly hired members). The College will be deemed to have exhausted all options by demonstrating (i.e. providing written evidence/documentation to LCCEA) that:

- a. No part-time faculty member is willing or able to teach the class;
- b. No part-time faculty member is willing or able to accept a temporary contracted position (as defined in Article 25.1.1.1) and no full-time faculty member is willing or able to teach the class as an overload assignment (Article 32.4);
- c. The College advertised for a part-time faculty member to fill the assignment as soon as the need became known [or within 30 calendar days of when the need became known], with no qualified applicants being found; and
- d. The College has a plan for ensuring that the waiver is temporary. This can include additional efforts to recruit for the assignment by posting for a regular (as opposed to temporary) part-time or full-time position and adjusting the class schedule and offerings

49.3 The College shall request written confirmation from LCCEA no less than four weeks before the manager would be doing the bargaining unit work, unless there is an unanticipated vacancy or need that prevents advance notice. In any event, the College must still request written confirmation as soon as possible and demonstrate that it has exhausted all options as set forth in **49.2 #2**.

49.4 Any assignment of faculty work to a manager is temporary, meaning it can be only for two consecutive terms. It may be extended for an additional two consecutive terms provided the College exhausts all options in **49.2 #2** a second time but shall not extend beyond a maximum of four consecutive terms (i.e. one calendar year).

~~The Union waives any back pay or financial remedy in this dispute.~~

~~The College agrees to pay the arbitrator's cancellation fees.~~