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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)

MOA: Art. Y COLLEGE GOVERNANCE

~~The following constitutes agreement between Lane Community College (hereinafter referred to as the College) and Lane Community College Education Association (hereinafter referred to as the Association) on issues of governance resolved to facilitate operation of the College Governance System.~~

Y.1 Relationship of Governance and Collective Bargaining

The parties understand the decisions made under the Governance System will not amend or supersede the parties' collective bargaining agreement and Memoranda of Agreement. No agreements of the councils will have any direct or indirect impact on otherwise negotiable subjects without the Association and the College waiving, in writing, their PECBA rights. If such agreements are inadvertently made, neither party may seek to enforce **the** same over the objection of the other.

The college governance system will not be used to supplant bargaining or collective bargaining processes.

Y.2 Representation

Nothing in the governance system shall be interpreted to infringe on the rights of LCCEA as the exclusive representative of the faculty for all matters bargainable under applicable laws and as exclusive faculty representative in the governance system. Faculty Council appointees in the governance system represent the Faculty Council.

Y.3 Article 36 Grievance Procedure Waiver

Article 36 "Grievance Procedure" in the collective bargaining agreement between the College and the Association will not apply to the Governance System. Policies, plans, and decisions/recommendations made in the governance system shall not be subject to grievance under the collective bargaining agreement.

Y.4 Reassignment rates

Reassignment time will be provided to faculty members at the following rates:

Faculty Council Co-chairs will each be provided reassignment time of **one course per term up to .25 FTE one term per year**.

Faculty chairs of governance councils (including the former Finance Council, now known as the College Council Budget Development Subcommittee, and not including the Faculty Council Co-Chairs) **shall be provided reassignment time of one course per term up to .25 FTE an annual stipend of \$1500.**

Part-time faculty members serving on councils but not serving as chairs shall receive compensation at their regular hourly rates for one hour for

every hour of council meeting time in addition to being compensated for actual meeting time for committee work outside of council meetings.

Y.5 Reassignment Limits

Faculty members' governance reassignment time may not exceed **0.5 FTE** in any term.

Y.6 Course releases and overload pay

Faculty members are expected to use the reassignment time to be released from other assignments, but may choose to take the reassignment time provided as overload pay. Reassignment time provided may be used in any term or taken as overload pay within the academic year. For example, faculty members teaching courses greater than .25 FTE may use reassignment time provided over the course of a year for release from faculty duties; thus a faculty member provided .25 FTE per term who teaches courses with .333 FTE may take a course release two terms, leaving a balance of .083 for the year.

Y.7 Governance appointments and course release procedures

Faculty Association and Faculty Council fall appointments will be made by May 15th and faculty members provided reassignment time shall meet with their Departmental managers to work out the details of scheduling course releases and/or overload compensation by May 31st. For non-fall appointments, faculty members granted reassignment time shall meet in a timely manner with their Departmental managers to work out the details of scheduling course releases and/or overload compensation. ~~Reassignment time shall be provided unless a qualified person cannot be found to replace them.~~

Y.8 Part-time faculty members

If governance reassignment time for a part-time faculty member produces a total assignment of **0.667 FTE** or below for the academic year, reassignment time will contribute toward workload and be compensated as any part-time teaching assignment below .5 FTE. Governance reassignment time will not result in movement of a part-time faculty member to contracted status.

9. Duration of Agreement

~~This Memorandum of Agreement shall be renewed for the following academic year unless the College or the Association gives written notice to the other after January 1 and not later than March 31, annually, of its desire to modify the Memorandum of Agreement or to terminate the Agreement. The Labor Management Committee shall also assess the reassignment rates specified in Article 4 (above) between January 1 and March 31, annually.~~