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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)

ARTICLE 33 - INSURANCE BENEFITS & HEALTH CLINIC

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Status quo updates:

33.2 Part-time Faculty Insurance

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

33.2.4.3 Part-time faculty who receive LCC-provided benefits and who are eligible for insurance under HB2611, SB1522, and/or SB551 shall have LCC automatically designated as their home institution unless they opt-out. Part-time faculty who begin to receive LCC-provided benefits under HB2611, SB1522, and/or SB551 shall have LCC automatically designated as their home institution unless they opt out. LCC shall retain all the reimbursements from the state provided under SB551, HB2611, and SB1522.

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

Part-time faculty selecting employee plus spouse/partner or employee plus children coverage shall receive an employer contribution equal to ~~84% 95%~~ of the cost for OEBB medical only **Moda Plan A Birch**. Part-time faculty selecting full-family coverage shall receive an employer contribution equal to ~~67% 90%~~ of the cost of OEBB medical only **Moda Plan A Birch**. Part-time faculty shall pay the remaining amounts of OEBB medical **Moda Plan A**

Birch above 84% 95% for employee plus spouse/partner or employee plus children coverage for OEBB medical **Moda Plan A** Birch. Part-time faculty shall pay the remaining amounts of OEBB medical **Moda Plan A** Birch above 67% 90% for full-family coverage for OEBB medical **Moda Plan A** Birch. Part-time faculty may select other OEBB plans and receive the same dollar contribution from the College as it would pay for medical Plan Birch according to the above formulas.

Status quo language:

33.5 Flexible Spending Section 125 Medical. The College shall provide employees access to a flexible spending Section 125 medical and dependent care savings program via voluntary payroll deductions. The College shall pay the participation fees and the administrative fees to the 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 Section 125 accounts, shall receive an annual College **as follows**. ~~contribution to their account 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.~~

College Contribution: Employee Only. The College shall continue to contribute \$450 annually to Sec. 125 accounts for faculty members who elect to participating in Section 125.

College Contribution: Employee plus Spouse/Partner and Employee plus Child(ren).
a. For faculty members contributing \$500 or less to Sec. 125, the College shall contribute \$500annually to the faculty member's Sec. 125 account. In addition, the College shall pay a stipend of \$160 to such faculty members no later than February 10 each calendar year.

b. For faculty members contributing between \$500.01-\$699.99 to Sec. 125, the College shall match the faculty member's contribution dollar for dollar up to \$699.99. In addition, the College shall pay a stipend no later than February 10 each calendar year according to the following formula where x is the amount the faculty member contributes annually. $(\$700 - x) / 1.25 = \text{stipend amount}$. Example: if a faculty member contributes \$600, the stipend amount will be \$80 i.e., $(\$700 - \$600) / 1.25 = \$80$

c. For faculty members contributing \$700 or more to Sec. 125, the College shall match the faculty member's contribution dollar for dollar up to \$700. Example: if a faculty member contributes \$700, the College will contribute \$700.

4. College Contribution: Full Family.

- a. For faculty members contributing \$500 or less to Sec. 125, the College shall contribute \$500 annually to the faculty member's Sec. 125 account. In addition, the College shall pay a stipend of \$320 to such faculty members no later than February 10 each calendar year.
- b. For faculty members contributing between \$500.01-\$899.99 to Sec. 125, the College shall match the faculty member's contribution dollar for dollar up to \$899.99. In addition, the College shall pay a stipend no later than February 10 each calendar year according to the following formula where x is the amount the faculty member contributes annually. $(\$900 - x) / 1.25 = \text{stipend}$ amount. Example: if a faculty member contributes \$600, the stipend amount will be \$240 i.e., $(\$900 - \$600) / 1.25 = \$240$
- c. For faculty members contributing \$900 or more to Sec. 125, the College shall match the faculty member's contribution dollar for dollar up to \$900. Example: if a faculty member contributes \$900, the College will contribute \$900.

New proposal:

- 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: $(\$882.70 - \$682.70) \times 12 = \$2400$ 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: $(\$1612.66 - \$1312.66) \times 12 = \$3600$ annual College contribution to faculty HSA plan.

Status quo updates:

- 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.

33.8 Oregon Insurance Pool

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