

Lane Community College and Lane Community College Education Association

GROUND RULES

2025 Successor CBA Negotiations

This Agreement is between Lane Community College (“College”) and the Lane Community College Education Association (“Association”). This agreement is binding on the College, the Association, and all designated representatives. The College and the Association are referred to as “the parties” in these ground rules.

1. The parties have a shared commitment to good faith bargaining for a successor CBA.
2. The parties have agreed to a schedule for negotiations through June 5, 2025. If the parties have not yet reached mutual agreement on an overall tentative agreement, the parties agree to schedule subsequent meetings to take place after June 5, 2025 by no later than May 29, 2025.
3. The parties agree to provide all formal proposals and counterproposals in writing. Proposals must include the date the proposal is made and the party making the proposal. Proposals must show proposed changes to current contract (e.g., strikethrough, underline, bold). Proposals may show changes to prior proposals/counterproposals. Handwritten modifications to proposals are permitted with the initials of the lead spokespeople. The parties will provide printed copies of proposals at the time of presentation and electronic copies as soon as possible after presentation and no later than twenty (20) minutes after the end of the bargaining session for the day.
4. The parties may take caucuses during bargaining sessions as necessary. The party requesting a caucus will provide an estimated duration of the caucus to the other party and will inform the other party if it is necessary to extend the caucus. The party requesting a caucus may request that the caucus end earlier than the initial estimate.
5. All initial proposals must be submitted by both parties by the end of the fourth bargaining session. The first bargaining session after reaching an agreement on ground rules will be considered the first bargaining session. This deadline may be extended by mutual written agreement. The Association does not waive its statutory rights (e.g., demand to bargain). This provision does not restrict or limit:
 - a. either party’s ability to make revised proposals or counterproposals on any subject matter for which an initial proposal was properly submitted by the fourth session; or
 - b. either party’s ability to make proposals on any subject matter for which an initial proposal was not submitted but which the parties mutually agree to consider.
6. Each negotiating team will be represented in negotiations by a negotiating team and Lead Spokesperson. Adrienne Mitchell will be the Lead Spokesperson for the Association. J. Chris Duckworth will be the Lead Spokesperson for the College and serve as the “public employer representative” as defined in ORS 243.650(21). If a situation arises that reasonably precludes a party’s Lead Spokesperson’s attendance, that team retains the right to designate another Lead

Spokesperson for that meeting or cancel the meeting. Either party may change their Lead Spokesperson with written notice to the other party.

7. Any individual tentative agreement(s) must be reduced to writing, dated, and signed by the Lead Spokesperson for each party. Once signed, individual tentative agreement(s) may not be modified without written mutual consent and are contingent upon final ratification of an overall tentative agreement for a successor CBA. Only the Lead Spokesperson of each bargaining team has the authority to enter into any individual tentative agreement(s) and/or an overall tentative agreement for a successor CBA.
8. Observers from each of the parties (defined as College managers and bargaining unit members of LCCEA) may attend the bargaining sessions in person. The sole exceptions are that members of the parties (1) with approved ADA accommodations that would limit their physical attendance; (2) with legal settlements allowing them to perform their job duties without being physically present on LCC's campus; (3) bargaining unit members who currently reside outside the state of Oregon; and (4) bargaining unit members assigned to work exclusively at the Florence Center or the Aviation Academy may observe bargaining virtually as provided in this Section. LCCEA may provide a list of names and email addresses for eligible virtual observers to Shane Turner. The College will provide and distribute a virtual meeting link and password to LCCEA and eligible observers at least three working days in advance of each bargaining session. The parties will instruct their virtual observers that any audio or visual recording or streaming of any kind is strictly prohibited, that sharing the password and link is prohibited, that the virtual link is for their individual use only, and that virtual observers are limited to those defined in these ground rules. To accommodate Zoom observation without disruption, the virtual meeting equipment will have the volume off. The number of observers may be limited by the space limitations of the bargaining room indicated by the official fire marshal's room capacity. Observers may not actively participate in the negotiations, nor disrupt bargaining, nor be intentionally audible. Each party will be responsible for managing their respective observers. The bargaining room will be a classroom arranged with the bargaining teams facing each other at conference tables. Observers will not be located behind either party.
9. Either team may invite a specialist or expert to bargaining who is not a regular member of the party's bargaining team to address particular topics. When feasible, the inviting party will give 24 hours' advance notice to the other party prior to hosting such an individual.
10. Each negotiating team warrants that it is authorized to bargain to a complete tentative agreement for a successor collective bargaining agreement subject to ratification by the respective party's constituents. The parties mutually agree to present the complete tentative agreement for a successor collective bargaining agreement to their respective constituents in good faith and to affirmatively recommend a "yes" vote for ratification.
11. All provisions of the current collective bargaining agreement and associated memoranda of agreement for which no changes are proposed will be carried into the successor agreement.
12. Each negotiating team may keep its own minutes of the bargaining sessions.

13. All information requests arising out of bargaining must be made in writing with the other party's Lead Spokesperson copied.
14. Bargaining is closed to the public, the press, and everyone except the respective bargaining team members and observers as provided in these ground rules.
15. No audio or visual recording or streaming of any kind is allowed during bargaining sessions.
16. The parties agree that the first bargaining session following the date of agreement on these ground rules, provided the parties meet and exchange substantive proposals at that session, will be considered the first negotiating session and will be the start of the 150-day period of bargaining under ORS 243.712(1).
17. Neither party will file an unfair labor practice regarding these negotiations without first giving seven (7) calendar days' prior advanced notice to the other party and providing an opportunity to first resolve the matter informally.
18. The undersigned representatives certify that they have the authority to represent their respective party in the collective bargaining process, to agree to these ground rules, and to enter into Tentative Agreements in collective bargaining negotiations.
19. These ground rules are effective upon the parties' signature below and will remain in effect until a successor CBA is ratified by both parties or a new agreement on ground rules is reached.



J. Chris Duckworth
For the College

Dated: Apr 28, 2025



Adrienne Mitchell
For the Association

Dated: Apr 28, 2025









2025.04.28 - LCC-LCCEA 2025 TA'd Ground Rules

Final Audit Report

2025-04-29

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