

**MEMORANDUM OF AGREEMENT
BETWEEN
LANE COMMUNITY COLLEGE and THE LANE COMMUNITY COLLEGE
EDUCATION ASSOCIATION (LCCEA)**

WORKSHARE -- UPDATED

This is a Memorandum of Agreement (MOA) between Lane Community College (College) and Lane Community College Education Association (LCCEA). This MOA, which captures the agreement between the College and the Association concerning savings to help bridge anticipated financial impacts to the college budget resulting from the coronavirus pandemic, shall be effective upon execution. This is one-time, non-precedent setting agreement. All terms of the CBA remain in effect.

The parties recognize the significant challenges presented by the ongoing public health emergency caused by the COVID-19 pandemic; and the parties agree that the pandemic will have both short-term and long-term adverse impacts on the College's budget; and the parties acknowledge the temporary presence of state and federal resources that can be accessed during this emergency in the form of assistance to furloughed workers; and the parties recognize the Work Share program is to preserve resources for 2020-2021. The parties hereby agree to the following terms.

1. This memorandum shall not go into effect until it has been ratified by the members of the Lane Community College Education Association and until the College's application to the Workshare program is approved.
2. The College shall continue to provide the same health insurance contribution and benefits to each bargaining unit member consistent with the CBA that it provided prior to this agreement.
3. The 2019-20 contract year for contracted faculty members of the bargaining unit, previously comprised of 171 and contract days, shall be reduced by **2 days** per week for the weeks of June 1 and June 8. ~~All non-teaching work specified in 35.3 shall be discontinued for the remainder of the 2019-2020 academic year and shall comprise the furloughed time.~~ For contracted faculty members who work less than full time, their work week will be prorated according to their assigned FTE.
4. The 2019-2020 salary of contracted faculty members shall be reduced by **(4/171 = 2.34%)**, with that reduction spread among the remaining paychecks for the 2019-20 contract year based on the pay period in which the furlough time occurred. For members who work less than full time, their salary will be reduced by a prorated amount according to their assigned FTE.

5. ***Due to the extraordinary circumstances of the pandemic and workload associated with remote instruction, the 2020-2021 contracted faculty work year shall be amended as follows. The “remaining two non-instructional days” specified in 9.2.1 shall be scheduled for July 1-2, 2020. The Wednesday of inservice specified in 9.3 shall be scheduled for July 3, 2020. Fall term instruction shall begin as scheduled on September 29, 2020. Fall term instruction and finals shall take place over a period of ten weeks, ending on December 4, similar to the schedule for Spring 2020. To accommodate for preparation for Fall remote delivery and to mitigate fiscal impact, the remaining five contracted faculty work days of Fall term shall be scheduled for July 6-10, 2020. These five days shall be non-instructional course preparation time for contracted faculty.***
6. In addition, the 2020-2021 contract year for contracted faculty members shall be reduced by 3 days. The furlough days for 2020-2021 shall be July 3, July 9, and July 10, 2020.
7. For 2020-2021, the salary of contracted faculty members shall be reduced by $(3/171 = 1.75\%)$, with that reduction spread among the paychecks for the 2020-21 contract year based on the pay period in which the furlough time occurred.
8. Contracted faculty members shall not perform any duties during the furloughed days or hours.
9. There shall be no layoffs or program cuts affecting contracted faculty for the 2020-2021 year.
10. The 206 probationary or permanent contracted faculty positions required by 10.7.4.1 for the 2020-2021 year may include up to four temporary contracts for the 2020-2021 year only.
11. ~~The salary impact to faculty $(4/171 = 2.34\%)$ shall be no more than the percentage impact to manager salaries. In the event that manager salaries are reduced less than 2.34%, faculty salaries shall be restored such that the actual percentage is no more than the percentage reduction to manager salaries.~~
12. The parties acknowledge the waiver of Oregon’s one-week waiting period for unemployment eligibility announced by Governor Kate Brown, thereby allowing bargaining unit members to be eligible for benefits beginning with the first furlough day. The College and Association will collaboratively provide information to bargaining unit members to assist with the submission of Workshare/ unemployment claims, with the intention of allowing members to access all available assistance, including assistance provided by the Federal Pandemic Unemployment Compensation program (PUC program) as set forth in the CARES Act.

13. With assistance from the College, bargaining unit members shall file the paperwork necessary to receive unemployment payments under the Oregon Work Share program.
 14. The College shall allow, and assist when requested, all bargaining unit members to access all available government unemployment assistance, including that provided under the Federal Pandemic Unemployment Compensation program (FPUC) as set forth in the CARES Act.
 15. The parties acknowledge that the CARES Act and Oregon's unemployment insurance laws and regulations govern eligibility of employees for access to unemployment insurance benefits, including PUC program payments of \$600 per week per eligible employee (currently through July 2020), and further acknowledge that neither party can guarantee determination of eligibility, which is outside the control of the parties. The College will exclude bargaining unit members from participation in the furlough days where the parties anticipate that the member will be ineligible for state and federal resources based on the following factors:
 - a. The member has not been employed with the College for 6 months full time or 12 months part-time;
 - b. The member takes time off due to illness or injury that excludes them from eligibility, so long as that is reported to the College in advance of the College's weekly submission to the Oregon Employment Department;
 - c. The member is determined to be "seasonal"; or
 - d. PUC program becomes unavailable during Spring term 2020.
 - e. If the Oregon Employment Department determines an employee is ineligible for the Work Share program, or PERS or other benefits cannot be maintained, the College will allow the employee to apply available non-accruing leave balances to make up the lost hours. Ineligible employees will be returned to their schedules and corresponding salaries prior to the furlough.
 16. The College shall pay the full contractual daily rate of pay, as if there had been no reduction in work hours, for any furloughed day in which a bargaining unit member did not receive Workshare unemployment benefits or FPUC compensation for the furlough days.
 17. If the College receives \$50.281 Million (i.e. pre-pandemic allocation calculated by HECC) or more in state and/or federal funding (e.g. CCSF funding and/or direct federal support) for the 2019-2021 biennium, the furlough days and commensurate salary reductions outlined in **#6 and #7** for 2020-2021 shall be restored.
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For the Association

Date

For the College

Date