

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.

~~Moodle 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

~~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

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)

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

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

This is a Memorandum of Agreement (MOA) between Lane Community College (College) and Lane Community College Education Association (LCCEA or Association). This MOA, which captures the agreement between the College and the Association concerning online workshops/trainings, shall be effective upon execution. The parties hereby agree to the following terms.

1. All faculty members shall complete the workshops/online trainings on the list below.
2. All faculty members will be compensated for four hours at their regular hourly rate.
3. Faculty members may complete the required workshops at any time before the beginning of Fall term 2020.
4. Faculty members who have already recorded compensated time for any of the workshops/online trainings shall be compensated for the remainder of four hours minus the amount already paid.
5. Faculty members who have completed any of the workshops/online trainings but who have not yet recorded any hours shall be compensated for a total of four hours.

List of workshops/online trainings:

- (1) Workplace Injury Prevention—20 minutes
- (1) Discrimination Awareness—14 minutes
- (1) Workplace Ethics—16 minutes
- (1) Sexual Harassment Prevention—29 minutes
- (1) Title IX & Sexual Misconduct—27 minutes
- (4) Cyber Security Awareness—51 minutes as outlined in “a” through “d”
 - a. 2019 Danger Zone—15 minutes
 - b. Social Engineering—15 minutes
 - c. 2020 Your Role, Internet Security and You—13 minutes
 - d. Social Media: Staying Secure in a Connected World—8 minutes
- (1) FERPA—15 minutes

Article 23 ...

23.19 Should any additional workshops/trainings not on the list above become necessary, the College shall provide notice to the Association and affected faculty, and affected faculty shall have no less 30 working days to complete the additional required workshops/trainings. All faculty shall be paid at their regular hourly rate for any such additional workshops/trainings, and time shall be rounded up to the nearest hour for the purpose of compensation.

Memorandum of Agreement

between

~~Lane Community College Education Association (LCCEA)~~

and

~~Lane Community College (LCC)~~

Contracted Faculty FTE

~~This Memorandum of Agreement (MOA) between Lane Community College Education Association (LCCEA) and Lane Community College (College) concerns contracted faculty FTE and provides clarification regarding the implementation and requirements of Article 10.7.4 of the LCC LCCEA CBA. All terms of the LCC LCCEA collective bargaining agreement remain in effect.~~

ARTICLE 10 ...

10.7.4.2 In the event of an unanticipated vacancy that occurs after the beginning of the faculty work year in Fall for any reason that results in the full-time faculty count falling below the minimum full-time faculty obligation number outlined in 10.7.4, the minimum number for the subsequent academic year shall be increased by one (in excess of minimum required) for each unanticipated vacancy. If, however, the unanticipated vacancy occurs after May 1 of the Spring term or Summer term and it is not filled by the commencement of the faculty work year in Fall, the College is not required to hire above the minimum full-time faculty obligation number for that following academic year.

10.7.4.3 For anticipated vacancies such as contracted faculty retirements in December for which faculty have notified HR by May 1 of the same calendar year, the College will initiate a full-time faculty recruitment for the new faculty hire to begin by or before the start of the faculty work year in Fall if the December retirement would cause the number of contracted faculty to fall below the minimum for the academic year.

10.7.4.4 HR shall notify LCCEA within five (5) working days of knowledge of any contracted faculty positions that may become vacant (e.g. within five days of receipt of retirement notice or any other notice.)

The following table is for heuristic purposes.

LCCEA Proposal – September 11, 2025

Triggering Event or Date	Action	Example 50-51	Example 51-52
Each Winter Term, HR issues complete/correct faculty rosters consistent with 11.1.	Calculate minimum # faculty positions for the following academic year.	For example, if total faculty FTE according to the Winter 2050 HR rosters is 300, the minimum number of contracted faculty shall be 180 (i.e. 60% of 300) for the 2050-2051 academic year.	For example, if the total faculty FTE according to the Winter 2051 HR rosters is 330, the minimum number of contracted faculty shall be 198 (i.e. 60% of 330) for the 2051-2052 academic year.
First day of work year Fall term	Active (employed and compensated) contracted faculty number equals or exceeds minimum number outlined in 10.7.4.	For example, if the minimum number of contracted faculty for 50-51 is 180, there must be 180 or more active (employed and compensated) contracted faculty as of the first day of the contracted faculty work year for Fall 2050.	
Anticipated vacancy due to retirement in December when notice provided by May 1 of the same calendar year.	Active (hired) contracted faculty exceeds minimum outlined in 10.7.4 by one as of the first day of work year for Fall term.	For example, if the minimum number of contracted faculty for 50-51 is 180, there must be 181 or more active (employed and compensated) contracted faculty as of the first day of the contracted faculty work year for Fall 2050 if there is one retirement in December 2050 that was noticed by May 1, 2050.	
Unanticipated vacancy at any time after the first day of the work year in Fall term and through May 1.	Increase the minimum number for the subsequent year by one.	For instance, if the minimum number of contracted faculty for 50-51 is 180, but an unanticipated vacancy takes place in October 2050 resulting in only 179 active contracted faculty, one must be added to the minimum number for the 51-52 year.	For example, if the total faculty FTE according to the Winter 2051 HR rosters is 330, the minimum number of contracted faculty shall be 198 (i.e. 60% of 330) plus 1 for a total of 199 for the 2051-2052 academic year due to the one unanticipated vacancy from 50-51.
May 1 through first day of fall term	For any unanticipated vacancy that would cause the number of full-time faculty to fall below the minimum for the subsequent year, initiate full-time faculty recruitment for hire to begin in the subsequent Fall term.	If a position becomes vacant in late May 2051, the college must initiate a full-time faculty recruitment to begin in Fall 2051 if the vacancy would result in fewer than the minimum required positions for 2051-2052.	

**Settlement Agreement
Between
~~Lane Community College and Lane Community College Education Association~~
Contracted Faculty FTE Grievance**

Lane Community College (College) and Lane Community College Education Association (LCCEA) have agreed to resolve the 2021-2022 Contracted Faculty FTE grievance filed by the Association on October 5, 2021. All terms of the CBA and associated MOAs remain in effect.

As agreed on November 2, 2021, the College shall provide the following remedies:

ARTICLE 10 ...

1. The college shall have eight (8) full time temporary contracts in place by Winter term 2022, these may include full time temporary contracts that are already in place for academic year 2021-22. Any additional temporary contracts to reach these eight (8) temporary positions shall be posted or selected based on seniority.
2. The min number/FTE for Fall 2021 was 195.864 FTE. Pursuant to the terms of the March 2021 MOA, the minimum for Fall 2022 shall have 8 extra full-time contracted faculty added to begin no later than Fall 2022. This means that on the first day of the Fall 2022 work year, there must be 203.864 FTE or more permanent contracted faculty FTE. If any searches that are posted in a timely manner per #5 below fail and cause the college to drop below 203.864 FTE for the first day of the Fall 2022 work year, the college will: hire (through posting or seniority) a 1.0 full-time temporary contracted faculty member for that position for the 22-23 academic year; immediately repost for the position to begin no later than Fall 2023; and follow the terms of the March 2021 MOA.

10.7.4.1 Change system such that Each year the Fall FTE min is based on Winter term FTE from previous calendar year (e.g. Winter 2021 for Fall 2022).

3. Savings resulting from unfilled positions in 21-22 shall be provided to FPD. Savings shall include salary plus OPE from the start of Fall 2021 until the 8 temporary contracted positions in #1 are filled, minus the cost of the part-time faculty currently teaching in the place of the temporary full-time faculty. For example, if three of the eight temp. contracts as outlined in #1 are not filled until January 2022, the salary plus OPE for those three positions, minus the cost of the part-time faculty currently teaching in the place of the temporary full-time faculty, for Fall 2021 shall constitute the savings. Savings shall be provided to the Faculty Professional Development fund no later than February 2022. For all future years beginning with postings for 22-23,

10.7.4.1.1 The college shall use its best efforts to post by Jan 15. The absolute deadline of postings to the public shall be no later than Feb 15 each year.

10.7.4.1.2 Public posting on LCC website for timelines for all contracted positions, includes but is not limited to:

1. Discipline or job title
2. Date when approved to post
3. Anticipated posting date
4. Posting date
5. Periodic updates on the stage of search process, including dates
6. Date of hire

4. Upper administration, including President, VPs, AVPS, CHRO, other HR managers, legal counsel, etc. attends a workshop of no less than 1 hour with a labor and employment attorney, agreed upon by both the college and EA, on contractual and legal obligations under the PECBA.

September 11, 2025

**Memorandum of Agreement
between
~~Lane Community College Education Association (LCCEA) and Lane Community College (LCC)~~
~~Part Time Faculty Compensation for Specific Committees~~**

~~This Memorandum of Agreement (MOA) between Lane Community College Education Association (LCCEA) and Lane Community College (College), which concerns compensation for part time faculty for specific committees, shall be effective upon execution. All terms of the LCC LCCEA Collective Bargaining Agreement and all associated Memoranda of Agreement remain in effect.~~

ARTICLE 32 ...

32.5.2 Part-time faculty members serving on the specific committees outlined herein shall receive compensation at their regular hourly rates for one hour for every hour of committee meeting time in addition to being compensated for actual meeting time for committee work outside of meetings. In addition to governance councils, provided for in the 2021 Governance Reassignment time and Compensation MOA, specific committees shall include:

Academic Program Review Oversight Committee (APROC) and Academic Program Review (APR) Committees
Academic Requirements Review Committee (ARRC)
Curriculum Committee
Institutional Effectiveness Commission (IEC)
Safety Committee

Faculty Professional Development (FPD) Oversight, Professional Activities, and Faculty Inquiry Group (FIG) Committees*

32.5.2.1*Funding for this compensation for part-time faculty members serving on FPD Oversight, Professional Activities, and/or FIG Committees and who have exhausted inservice hours shall be paid by the FPD budget.

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.~~

~~MOA:~~ ARTICLE 50: ESL FACULTY WORK

50.1 Manual ESL student oral skills assessment work (such as BestPlus test administration) is faculty work and will be compensated at contracted and part-time faculty pay rates consistent with the LCCEA contract;

- ~~1. ESL Part-time faculty will first be offered and assigned the student oral skills assessment work.~~

50.2 Assignment of the student oral skills assessment work to part-time ESL faculty will not "count" as part-time faculty FTE for annual maximum part-time faculty workload assignment levels. ~~This work will be paid at regular part-time faculty rates;~~

- ~~3. This resolution will be both prospective and retroactive to December 1, 2015, for the employees who have been involved in the oral skills assessment work;~~
- ~~4. Employees who have completed oral skills assessment work outlined in #1 shall receive retroactive compensation for the difference between their regular faculty hourly rates they should have received and the classified rate that was paid for all such work dating back to December 1, 2015.~~
- ~~5. In a rare case or emergency when sufficient part-time ESL faculty are unavailable, contracted ESL faculty completing this work will be paid at their regular contracted faculty rates;~~
- ~~6.—~~

50.3 Manual ESL student writing test scoring as well as manual analysis of student scores to determine class placement constitute faculty work and shall be paid at faculty rates ~~prospectively;~~

- ~~7. In addition, ESL faculty members who have completed the two types of work noted in #6 shall receive retroactive compensation for the difference between the regular faculty hourly rate they should have received and the classified rate that was paid for all hours of such work dating back to the start of the fall term, 2011.~~

Nothing about this MOA applies to the use of automated assessment or automated scoring tools to assess student work. This MOA also does not preclude the College from researching, piloting and/or adopting automated student assessment and scoring tools.

~~MOA: ESL GRADING AND FTE~~

~~A. **Norming and Grading Session Retroactive Compensation.** Part-time faculty members who participated in group norming and grading activities during Summer '15, Fall '15, and/or Winter '16 will be eligible for up to 4 hours retroactive pay for each of those terms (up to a maximum of 12 hours for all three), regardless of the number of in-service hours already used for other purposes by individual faculty members.~~

B. **50.4 Group Grading Prospective Agreement.** For future “group grading” activities, part-time faculty will not be eligible for compensation, provided that the written communication about the group grading activity meet all the following conditions:

- a. It must be explicitly stated that the activity is voluntary,
- b. It shall be explicitly stated that part-time faculty are invited to attend if they choose to engage in the assessment "in lieu of" grading their own students' papers, and
- c. No part-time faculty names shall be assigned, denoted, or attached to particular classes to grade in the written invitation to the activity.

If faculty members are informed by the Division Dean that they are expected to attend and the above conditions are not all met, the College shall be expected to compensate faculty for the hours worked.

~~C. **Summer FTE.** Beginning Summer 2016, summer course FTE shall be equivalent to the FTE for the same courses when offered during other terms. Specifically, the FTE shall be .333 and .667 for 5 hour and 10 hour intensive English classes respectively.~~