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Michael Blade
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SENT VIA EMAIL ONLY

RE: Demand to Cancel September 27 Board Vote on Unlawful Retrenchment Proposal

Mr. Blade:

Our office represents the Lane Community College Education Association (“LCCEA” or “the Association”) regarding an unlawful retrenchment proposal scheduled for a vote before the Board of Education on September 27, 2023.

The College’s proposed retrenchments include layoffs that would violate the seniority clause (Article 10, Section 10.3) of the parties’ contract. Several faculty have been unlawfully targeted by the College for layoff when less senior employees should be laid off first.

Alarming, the proposed layoffs target Association officers and other faculty who recently participated in grievances or filed complaints against the College, including three faculty of color who filed racial discrimination complaints against the College. The proposed layoffs appear to be acts of retaliation against employees for engaging in legally protected activity, in violation of ORS 243.672(1)(a). The College’s targeted layoffs may also violate state and federal laws prohibiting racial discrimination and whistleblower retaliation.

The College has targeted the following faculty members, all of whom engaged in activity protected by law and many of whom have greater seniority than colleagues in their departments who have not been targeted for layoff, in violation of the contractual retrenchment process:

1) ██████████, Faculty ██████████, targeted for full retrenchment

- a) Protected Activity: LCCEA Racial Equity and Social Justice Member; Member of protected class; grievant related to assignment rights and violations of non-discrimination clause; complainant regarding racial discrimination; recently subjected to egregious reference by manager after investigation of racial discrimination; manager promoted to new position – a position that the Board of Education had voted to eliminate.
- b) One less-senior colleague not targeted for layoff.

- 2) ██████████, Faculty ██████████, targeted for full retrenchment
 - a) Protected Activity: Member of protected class; grievant related to assignment rights and violations of non-discrimination clause; complainant regarding racial discrimination; recently subjected to egregious reference by manager after investigation of racial discrimination manager promoted to new position – a position that the Board of Education had voted to eliminate.
 - b) One less-senior colleague not targeted for layoff.

- 3) ██████████ Faculty ██████████, targeted for full retrenchment
 - a) Protected Activity: Member of protected class; grievant related to assignment rights and violations of non-discrimination clause; complainant regarding racial discrimination; recently subjected to egregious reference by manager after investigation of racial discrimination; manager promoted to new position – a position that the Board of Education had voted to eliminate
 - b) One less-senior colleague not targeted for layoff.

- 4) **Adrienne Mitchell, Academic Learning Skills faculty instructor, targeted for partial retrenchment**
 - a) Protected Activity: LCCEA Faculty President; LCCEA Bargaining Chair; OEA Community College Council Vice President; complainant under Board’s policy 7700 regarding whistleblower protection regarding retaliation suffered– a complaint filed in April 2023 to which Administration never responded; complainant for gender-based discrimination – a complaint filed in April 2023 to which Administration never responded; complainant in December 2022 regarding hiring process irregularities in violation of Board and COPPS policies– a complaint the Administration declined to investigate.
 - b) Although there are no less-senior colleagues, the proposed layoff of the Association President is highly irregular and nonsensical, as it would result in the continuation of 0.3 FTE management time for a “department” consisting of less than one full-time faculty member. Because there is no logical explanation, this appears to be motivated by anti-union animus.

- 5) ██████████, Faculty ██████████, targeted for full retrenchment
 - a) Protected Activity: ██████████ Harassment complainant.
 - b) One less-senior colleague not targeted for layoff.
 - c) Identification of this faculty member for layoff causes bumping that results in the layoff of two additional LCCEA officers.

- 6) **Peggy Oberstaller, Part-time ██████████ faculty instructor, targeted for full retrenchment**
 - a) Protected Activity: LCCEA Vice President for Part-time Faculty, LCCEA Bargaining Team Member, Recent LCCEA Action Co-Chair.

- b) Identification of [REDACTED] who is not least senior in the department, above necessitates layoff of Peggy Oberstaller.

7) Wendy Simmons, Part-time [REDACTED] faculty instructor, targeted for full retrenchment

- a) Protected Activity: LCCEA Vice President At-Large, LCCEA Membership Chair, LCCEA Action Co-Chair, OEA PAC Board Member.
- b) Identification of faculty member [REDACTED], who is not least senior in the department, necessitates layoff of Wendy Simmons through bumping – bumping which would not occur if least senior colleague were identified.

By scheduling an emergency vote before the Board of Education that would authorize the layoffs, the College has violated Article 10, Section 10.2 of the parties' contract. That provision requires the College, upon determining that a retrenchment is necessary, to notify and schedule a meeting with the Association to discuss the general subject of retrenchment and possible alternatives, and to do so at least sixty (60) calendar days before the implementation of the retrenchment.¹

The College has repudiated this process by failing to notify the Association of the proposed retrenchment and failing to engage in discussions about alternatives. This is the first time the College has ever asked the Board to vote on budget cuts resulting in layoffs without first meeting in good faith with the Association to discuss the possible alternatives. On Sunday, September 24 (three days before the Board vote), the College President invited the LCCEA and Lane Community College Employee Federation (LCCEF) Presidents to a meeting set for 4 p.m. on September 27 – that is, *just two hours before the Board vote*. Two Board of Education members have also been invited to this meeting. The College has still not issued a formal notice to the Association that it has made a determination that retrenchment is necessary. Obviously, a meeting that begins two hours before the proposed vote does not provide a meaningful opportunity to discuss the planned layoffs and explore alternatives, particularly when the meeting will include two Board members with whom the Association is legally prohibited from negotiating.

There is no justification for the Board vote to be fast-tracked in this manner. In October, the College will learn its budget allocation for the coming year, which will bear significantly on whether the proposed budget cuts are necessary. By fast-tracking the Board vote, the College is attempting to force a vote before the Board has critical information necessary to make an informed decision, and before the Association has had an opportunity to respond to the College's proposal and present alternatives.

The College's conduct is an attempt to avoid the contractual process for retrenchment and retaliate against faculty who have filed complaints against the College. The Association demands that the vote currently scheduled for September 27 be immediately canceled or postponed until the Association is given a meaningful opportunity to exercise its Article 10 rights.

If the September 27 vote is not canceled or postponed, the Association shall take swift legal action against the College by filing a grievance over the contractual violations and by filing

¹ In addition, Section 10.17 requires that the College provide a retrenchment notice to all affected employees at least 60 days in advance of the retrenchment notice, and requires that *that* notice be provided at least 30 days *after* the Section 10.2 notice to the Association.

an unfair labor practice complaint with Oregon's Employment Relations Board for retaliation against faculty who engaged in protected union activities—including faculty of color who sought assistance from the Association in advancing their racial discrimination complaints.

I hope that, in the spirit of fostering better labor relations and in an effort to avoid costly litigation, the College will postpone the vote and follow the contract by engaging in good faith discussions with the Association about the proposed retrenchment and alternatives.

Please contact me if you would like to discuss this.

Respectfully,

/s/ Luke Kuzava

Luke Kuzava