

## **ATTACHMENT TO UNFAIR LABOR PRACTICE COMPLAINT**

### **The Parties and Relevant Individuals**

1. Lane Community College (the “College”) is a community college primarily located in Lane County, Oregon. The College serves approximately 15,000 students per year in a variety of programs. The College is a public employer within the meaning of ORS 243.650(20).

2. The Lane Community College Education Association (the “Association”) represents a bargaining unit of faculty employed by the College. The Association is a labor organization within the meaning of ORS 243.650(13).

3. The Association and the College were parties to a collective bargaining agreement that was effective from July 1, 2019, through June 30, 2024. The parties have been engaged in difficult and protected negotiations for a successor agreement. As of the filing of this complaint, the parties had not reached terms for a new agreement.

4. Cory Miner is the Senior Instructional Dean of the Health Professions, Health, Physical Education, and Athletics (“HPHPEA”) Division at the College. Miner supervises HPHPEA faculty and is not part of the bargaining unit.

5. Jennifer Tavernier is the Associate Dean of HPHPEA and the Nursing Director for the Division. Tavernier supervises nursing faculty in HPHPEA and is not part of the bargaining unit.

### **Protected Concerted Activity by Faculty Members Seeking Improvements to Workload Issues**

6. On October 6, 2025, the College had scheduled a “Full Nursing Faculty Meeting” that was set to begin at 1:00 p.m. These faculty meetings are optional but Nursing faculty are encouraged to attend to discuss workplace issues with each other and supervisors. Among many other topics, faculty have long raised workload and scheduling problems with supervisors at these meetings.

7. Workload and scheduling have been a problem for Nursing faculty going back many years. Some changes have been made to address these issues, including moving to a two-instructor teaching model approximately three years prior to the filing of the complaint. That change improved workload issues and outcomes for students, but that change did not address all of the concerns. As a result, Nursing faculty continued to raise workload and scheduling concerns at faculty meetings.

8. In recent months, Nursing faculty have been more involved in Association activities, including serving as Department Representatives (the equivalent to the role stewards play in other unions). Employees have also been working in concert to address ongoing workload and scheduling problems, but the College had not made the necessary changes to address these problems. In particular, the faculty who teach the first-year component of the nursing program have a real-world workload that exceeds the workload they have “on paper.” This increased workload is compounded by unpredictable clinical schedules that are subject to last-minute

changes, which creates significant problems for faculty. For example, faculty with children who need childcare or transportation between care and schools have difficulty in making arrangements that are flexible enough to accommodate inconsistent schedules or last-minute changes. Further, many faculty have second jobs to pay their bills, and the erratic clinical schedules make it harder for faculty to work the needed hours to supplement their inadequate College salaries.

9. First-year faculty met prior to the October 6 faculty meeting to create a plan to jointly address these concerns. The first-year faculty then met with the second-year faculty prior to the meeting to coordinate a unified response from the Nursing faculty. They wrote a statement to be read at the meeting and agreed on a specific request to be made to Nursing supervisors at that meeting. The goal was to have a collaborative and productive conversation with College management about solutions, but also to remain united as workers and be firm in seeking real improvements to these problems so that the College would take the issue seriously. Faculty agreed to walk out of the meeting if the College management team was not willing to engage collaboratively or meaningfully in discussions about solutions to the workload and scheduling concerns. Many faculty also decided to wear matching shirts to the meeting.

10. Nursing Director/Associate Dean Tavernier ran the faculty meeting on October 6, 2025. A bargaining unit member read the prepared statement and the faculty proposed a solution that would adjust the credits to accurately reflect the real-world workload of the first-year faculty. Other employees explained the physical and emotional stress that these ongoing workload problems caused, informing Ms. Tavernier that employees had been reduced to tears and many were looking for other work because the problem had gotten so bad.

11. At this point, approximately half of the faculty present grew tired of non-answers from Ms. Tavernier and walked out of the meeting. The meeting continued, with more faculty asking questions and advocating for changes to address the problems. Unfortunately, Ms. Tavernier simply restated the same unsatisfactory answers that the College had given to employees when these problems were discussed over prior years, and went further and made an implied threat that if people did not like things the College could simply revert to the “old way” of scheduling and eliminate the two-instructor model that had made positive changes for employees and students a few years earlier. After this threat, nearly all of the remaining faculty realized the discussion was going nowhere and walked out of the meeting.

12. On October 7, 2025, PHPPEA Dean Cory Miner sent an email to Nursing faculty about the meeting. (Exhibit 1). In his email, Dean Miner clearly acknowledged that the faculty had engaged in concerted activity to address workload issues, but then angrily chastised them for doing so in a way he did not approve of, issued a series of directives to employees that would limit if not prohibit protected activities, made implicit threats to employees about what might happen if they did not follow his directives, and falsely asserted that Oregon law and the collective bargaining agreement somehow prohibit Nursing faculty from speaking out about workload and scheduling concerns, even though workload and hours of work are mandatory subjects of bargaining. In relevant part, Miner wrote that:

“I need to speak plainly about what occurred at the Nursing Full Faculty meeting on **Monday, October 6, 2025**. This meeting is not optional pageantry; it’s required

for our ACEN accreditation and exists so we can conduct essential program business together.

“What happened instead was a coordinated action targeted at Jen. A prepared statement was read urging an increase of **NRS 111B and NRS 112B** from 4 to 5 credits. Many of you arrived in matching shirts and a prepared statement demonstrating a premeditated, coordinated, planned confrontation that cornered Jen without any notice. When Jen asked whether the statement was directed at her, the response was, ‘**Yes, it is.**’ Roughly half the room then walked out. Later, after a clarification that you cannot claim five TLC credits for a four-credit course, most of the remaining faculty left again. This was not a hard conversation handled poorly; it was a **premeditated** ambush. Only two faculty didn’t actively participate in this action, one of which sent a heartfelt apology at what their colleagues did.

“Before I say anything more about Monday’s meeting, I need to remind everyone of what we have worked so hard to build together—and what Jen and I have done in support of each of you. Over the years, we have fought for this program, for your workloads, and for your ability to teach in ways that honor your professional judgment. We have created positions to better support you and students—from a **Program Coordinator** to a **Clinical Coordinator**—and we have consistently sought to improve conditions for both faculty and students.

“We’ve allowed faculty to propose their own solutions to workload concerns, to design lab structures that fit their teaching style, and to suggest ways to balance lecture and clinical experiences. When those ideas were reasonable and aligned with college policy, we approved them. We’ve repeatedly encouraged collaboration rather than imposition, ensuring that every workload decision followed the contract and was applied fairly across the board.

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“We have done our best to model fairness, even when that has meant absorbing harsh and often undeserved criticism. What hurts most about what happened Monday is that it came from people we’ve fought incredibly hard for.

“Let me be unambiguous about the impact. What occurred was **mean, cruel, and unprofessional**—a personal attack on a colleague who has spent nearly two decades putting students first and serving this program (first as faculty for 15 years, and then as your Director). Intent does not erase harm. Even if some of you believed you were ‘standing up for something,’ what you did was hurtful and devastating to someone most of you have known for many years as a colleague and friend.

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“It’s also important to note that while the conduct yesterday does not fit a contractual violation that would trigger formal discipline (there is nothing in the

contract against cruel, rude, or mean actions), that does **not** make it acceptable. We can name behavior as wrong without turning it into a contract dispute.

“In the past few years, we’ve seen a pattern that can’t go unacknowledged: some faculty have treated other faculty colleagues—and this program—with a level of disrespect that would never be tolerated from students. We have had instances of faculty bullying other faculty, undermining colleagues behind the scenes, and using meetings as spaces for confrontation rather than collaboration.

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“We’ve also faced repeated complaints about workload from faculty whose actual assignments fall well below full-time expectations. In one case, a faculty member with only **a 4-credit theory course and half a clinical section—six and a half credits total—claimed the workload was excessive**, even though that’s less than half a 1.0 FTE load. Another complained of ‘never having to work this hard’ despite historical records showing multiple years under 1.0 FTE, some as low as a **0.8 workload**, but still paid as full time. These are but some of the challenges we navigate between faculty.

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“If any of our students behaved as some faculty did on Monday—mocking, ambushing, walking out on a colleague—they would be counseled, and some of you would promote program dismissal. The same standards of civility and professionalism that we expect in the classroom must also apply to us as educators and colleagues.

**“What happens next**

**“1) Professional standards for meetings (effective immediately).**

1. Full Faculty meetings will follow clear norms: one speaker at a time, no personal targeting, no orchestrated walkouts, and no ‘ambush’ statements.
2. Any item intended for collective decision or discussion (curriculum, workload impacts, policy) must be submitted in writing **at least 5 business days in advance**; ad-hoc statements will be redirected.
3. We will re-center these meetings on required program business and student outcomes.

**“2) Workload concerns must use the formal process.**

“Several of you have raised workload complaints while **not using** the college’s prescribed dispute channels. We have addressed those, including in group meetings and faculty have thanked us for both listening and providing freedom for flexibility.

Going forward, concerns about workload must be submitted through the formal process; informal pressure campaigns in public meetings will not be entertained.

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**“4) Civility and handbook work.**

“You know the civility language was temporarily removed last spring to allow a proper revision—work that still needs to be completed in committee. We would like this committee to re-engage that process now, so expectations are explicit and shared.

**“5) Rumors and misinformation.**

“After the meeting, it was reported that some faculty were told the **LPN program is being reinstated**. Do **not** circulate unconfirmed program changes. Any official update will come from the Dean’s Office once we have directives from the college. The LPN was never ‘canceled.’ The stand-alone pathway is in need of revision and the college and LCCEA are working on an agreement related to this.

**“6) Repair and accountability.**

1. I’m asking those who participated in the targeted action to reflect on the impact this has had on Jen. You do not have to agree with leadership decisions to treat colleagues with dignity.

**“For the record**

1. The claim that first-year faculty can receive **five TLCs for a four-credit course** is incorrect; lab support hours were approved, but the TLC mismatch is not.
2. Two separate walkouts occurred during the meeting. That behavior is incompatible with our responsibility to conduct required program business and have collegial and collaborative interaction.
3. ‘Intent’ is not a defense for harm. If ‘standing up’ requires ambushing a colleague, it’s the wrong tactic; choose a professional process.

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“However, it is also essential to reaffirm that certain rights and responsibilities belong to management under both Oregon law and our collective bargaining agreement.

“Under **Oregon Administrative Rule 851-021-0040(3)**, the **nurse administrator** (and by extension, the institution) is required to:

*‘Ensure adherence with all regulatory standards; provide leadership within the faculty for the development, implementation, and evaluation of the program, including curriculum and instructional delivery; appoint qualified faculty and coordinate appropriate teaching assignments; and participate in institutional policy and program decisions that affect the nursing program.’*

“This means that while faculty voices are valued and encouraged in shaping program design and teaching methods, the final responsibility for ensuring regulatory compliance, curriculum oversight, and equitable workload distribution lies with administration. This responsibility is not optional—it is required by state law to protect both students and the integrity of the nursing program.

“Similarly, **Article 4 (“College Functions”)** of the *Lane CC Collective Bargaining Agreement (2019-2024)* reaffirms that:

*‘Except as limited by this Agreement, properly executed Memoranda of Agreements, and applicable state law, it is recognized that the College has and will continue to retain the rights and responsibilities to operate and manage the College and its programs, facilities, properties, and activities of its employees.’*

“Among these rights are ‘the direction and arrangement of all the working forces,’ including ‘the scheduling of classes and assigning of workloads.’

“This language makes clear that while faculty may and should share input, ultimate decisions about workloads, course assignments, and program operations rest with Deans as part of the College’s delegated authority and legal obligation.

“We intend to continue working collaboratively, within this framework, to ensure that input is heard and valued—but collaboration must not be mistaken for control or coercion. Attempts to pressure or intimidate colleagues or administrators into decisions contrary to this framework cross a professional boundary and erode the mutual respect our collective agreement was designed to preserve.

“Jen and I both will always strive to maintain open dialogue and goodwill. But we will also uphold fairness across the division and protect the rights and dignity of every individual—faculty, staff, and administrators alike. Collaboration cannot thrive where disrespect, entitlement, or bullying replace professional discourse.

### “Closing

“I’m disappointed and, frankly, heartbroken that this is how we spent a required program meeting. Jen and I will continue to show up professionally for students, for this program, and for each of you. But we will also insist that **we** (all of us) show up for each other—in meetings that are orderly, in processes that are used, and in disagreements that remain respectful. Yesterday did not meet that standard.” (Exhibit 1, bolding in original)

**Claims for Relief:**  
**ORS 243.672(1)(a) and (1)(c)**

13. Dean Miner's angry email to the Nursing faculty who had engaged in protected activities interfered with, restrained, and coerced employees in and because of the exercise of protected activities in numerous ways. He upbraided his employees for engaging in reasonable concerted activities to address long-standing and significant problems with workload and scheduling, among other things. He dismissed any concerns raised by employees in a condescending tone and suggested that those who raised the concerns were entitled and ungrateful. He then issued directives limiting when and how employees can engage in joint actions to improve their working conditions, including imposing a vague civility rule on all interactions with supervisors and imposing an outright ban on employees walking out of any meetings, regardless of protected status.

14. Miner also implicitly and explicitly threatened employees with discipline throughout the email, even when ostensibly stating that nothing in the October 6 meeting met the standards for "formal" discipline. For example, beyond the implicit threat of discipline that could result if faculty do not follow the unlawful directives in the email limiting protected activity, Miner noted that if students had engaged in the type of conduct that faculty had, dismissal from the program would be a possible outcome. He then stated that faculty should be held to the same standards, suggesting that dismissal from employment would be on the table if further protected activities of this nature occurred.

15. In addition to Miner's unlawful threats in his email, Ms. Tavernier threatened employees on October 6 that the College could go back to a previous practice that was very unpopular with employees and less beneficial to students if the Nursing faculty kept complaining about workload issues. This threat was also intended to silence employees and keep them from continuing to engage in concerted activities to improve their working conditions.

16. This unlawful email and the unlawful verbal threat were made in direct response to protected activities by Nursing faculty. The obvious intent is to limit or prohibit employees from engaging in future protected activities. As a result, the College has interfered with, restrained, and coerced employees in and because of the exercise of protected activities. The College has committed both a "because of" and an independent "in the exercise of" violation of ORS 243.672(1)(a).

17. The College has also violated ORS 243.672(1)(c) by the conduct described above.

**Request for Civil Penalty and Posting of Notice**

18. The College's actions, as described above, strike at core rights under the PECBA and occurred during negotiations for a successor contract. The conduct is egregious and the Board should order the College to pay a civil penalty of \$1,000 under ORS 243.676(4)(a). The Association is also entitled to a civil penalty under ORS 243.676(4)(a)(A) because the College

recently committed a similar unfair labor practice in Case No. UP-60-23 (2025), when it unlawfully directed Faculty Senate representatives not to discuss working conditions and unlawfully surveilled Association representatives. The College's conduct is repetitive as well as egregious.

19. For the same reasons described in the paragraphs above, the College's conduct was sufficiently flagrant and egregious and struck at core protected activities under the PECBA. This conduct affected a significant number of employees and undermined the Association's role as exclusive representative for the unit. As a result, the Board should require the College to post a notice of the violations. Because the College maintains an email system that it uses to regularly communicate with its entire workforce, the notice of violation should be distributed electronically to all bargaining unit employees.

### **Prayer for Relief**

The Association respectfully requests an order granting the following relief:

- A. Finding that the College violated ORS 243.672(1)(a) and (c).
- B. Requiring the College to cease and desist from engaging in unlawful conduct;
- C. Requiring the College to have Miner and Tavernier issue an email apology and retraction of the unlawful threats and directives to Nursing faculty;
- D. Requiring the College to provide at least one hour of training to Miner and Tavernier on the rights of employees to engage in protected activities without retaliation and interference by their employer;
- E. Requiring the College to distribute notices of its violations throughout its facilities, distribute such notices to faculty through the College's email system, and post the notice on the front page of the College's website;
- F. Requiring the College to pay a civil penalty to the Association;
- G. Awarding the Association its reasonable representation costs and attorney fees under ORS 243.676(2)(d) and OAR 115-03-0055; and
- H. Awarding any other relief deemed just and equitable by the Board.

*I certify that the statements in this complaint are true to the best of my knowledge and belief:*

By /s/ Jason M. Weyand  
Jason M. Weyand  
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