

ARTICLE 4 - Faculty

LCCEA Package Proposal

June 9, 2022

9.1 **Work Year** - The work year shall consist of Fall, Winter, and Spring terms unless agreed to by the individual faculty member, the Association, and the College. The work year shall be substituted by the College, the Association, and the individual faculty member for eight (8) full-time equivalent (FTE) contracted faculty salary when it shall be determined that an employee will be required to work on work days.)

9.1.1 The work year shall consist of Fall, Winter, and Spring terms unless agreed to by the individual faculty member, the Association, and the College.

9.1.2 Summer term may include assignments of varying lengths as determined by the College that total the faculty member's total non-instructional salary for a year, in compliance with Article 35 and college workload practices, and are subject to the individual faculty member, the Association, and the College.

9.2 Non-Instructional Days

9.2.1 **Full-time Instructional Days** - Each full-time faculty member shall be compensated for a total of two (2) full-time instructional days per week. The College shall be responsible for the scheduling of courses and the work. Each full-time faculty member shall be compensated for 100% in-service activities as described in Article 3.4. The Association has three non-instructional days that fall outside of the in-service day as included and suggested by mutual agreement of the faculty member and her/his supervisor. In addition to those two full-time non-instructional days, one (1) day of in-service shall be scheduled during the Winter or Spring term.

9.2.1.1 *The last day to register to vote and election day shall be paid, non-instructional working days for the purpose of a break in, voter registration, and education of students and the community to fulfill the goals of a participatory democracy, including civic engagement and voting rights.*

9.2.2 **Non-Instructional Days - Part-time** - Each part-time faculty member shall be compensated for attendance of a maximum of three (3) full-time instructional days per week (144 hours of college-wide in-service education and training) per academic year. Part-time faculty will be compensated further for all hours worked. Eight of these hours shall be for non-instructional activities and in-service.

9.2.2.1 *Up to a maximum of twenty-four (24) hours per year of in-service attendance for registration and election day shall be compensated each year per the Association and the College.*

ARTICLE 9 - CALENDAR

9.1 **Work Year.** Employees contracted to work a three (3) term year shall work one hundred-seventy-one **one hundred seventy three five** days as scheduled by the College. The 171 **175 173** days include 165 instructional days, and six (6) **ten eight (8) (10)** non-instructional days. (The contracted faculty salary schedule shall be increased commensurate with the number of increased work days.)

9.1.1 The work year shall consist of Fall, Winter, and Spring terms unless agreed to by the individual faculty member, the Association, and the College.

9.1.2 Summer term may include assignments of varying lengths as scheduled by the College that total the faculty member's usual credit assignment for a term, are consistent with Article 35 and college workload practices, and are agreed to by the individual faculty member, the Association and the College.

9.2 Non-instructional Days

9.2.1 **Non-instructional Days - Contracted.** Six **Ten Eight** non-instructional days may be scheduled by the College for contracted faculty prior to the beginning of classes each fall term. Four **Seven Six** of the non-instructional days shall be assigned for Fall in-service activities as described in Article 9.3. The remaining two **three** non-instructional days that fall outside of fall in-service may be scheduled and assigned by mutual agreement of the faculty member and her/his manager. In addition to these five **ten eight** non-instructional days, one (1) day of in-service shall be scheduled during the Winter or Spring term.

~~9.2.1.1 The last day to register to vote and election day shall be paid, non-instructional working days for the purpose of a teach-in, voter registration, and education of students and the community to further the goals of a participatory democracy, including civic engagement and voting rights.~~

9.2.2 **Non-instructional Days - Part-time.** Each part-time faculty member shall be compensated for attendance of a maximum of thirty-two (32) **sixty (60) forty four (44)** hours of college-wide in-service scheduled activities every academic year. Part-time faculty will be compensated at their hourly rate for all hours attended. **~~Eight of these hours shall be limited in use for student outcome assessment activities.~~**

9.2.2.1 Up to a maximum of twenty-four (24) **twenty eight (28)** hours of in-service attendance for part-time faculty members shall be compensated each year prior to or during the fall

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term if the employee works as a member of the bargaining unit during fall term. These hours will typically be scheduled prior to and contiguous with fall term. The primary purpose of these hours is for in-service attendance. Part-time faculty members not utilizing all ~~twenty-four (24)~~ **twenty eight (28)** hours during in-service may use any and all remaining hours for meeting attendance and/or on campus workshops and trainings prior to the end of the next Spring term. Faculty members shall report such activities via their electronic time sheet.

9.2.2.2 Up to an additional eight (8) hours sixteen (16) ~~thirty-two (32)~~ of in-service attendance for part-time faculty members shall be compensated by the College each year for part-time faculty in either **at the rate of sixteen (16) eight hours per term** in the winter or **and** spring terms if the employee works as a bargaining unit member during the term the in-service is held. This additional time for part-time faculty in-service shall be scheduled for a college-wide activity or event and is not available for a discretionary assignment. The primary purpose of these hours is for in-service attendance. Part-time faculty members not utilizing all eight (8) sixteen (16) ~~thirty-two (32)~~ hours during in-service may use any and all remaining hours for meeting attendance and/or on campus workshops and trainings any time during the current academic year. Faculty members shall report such activities via their electronic time sheet.

9.2.2.3 Whenever part-time faculty are scheduled by a college department or division manager for in-service activities that are not related to college-wide functions, such part-time faculty shall be compensated at their hourly rate of compensation.

9.2.2.4 When scheduling in-service hours for part-time employees, the College shall be considerate of the employee's obligations not related to his or her Lane Community College assignment.

9.2.2.5 ~~The last day to register to vote and Election shall be paid non-instructional days for the purpose of a teach in and education of students and the community to further the goals of a participatory democracy.~~

9.3 **Fall In-service.** Fall in-service shall be held on the Tuesday, Wednesday, Thursday, and Friday immediately prior to the first week of classes in fall term.

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Fall in-service shall be held on the **Thursday** (i.e. ~~ten~~ **eleven** days prior to the beginning of Fall term), and **Friday morning** ~~afternoon~~, ~~Monday~~, Tuesday, Wednesday, Thursday, and Friday immediately prior to the first week of classes in fall term. ~~Monday shall be scheduled for student outcomes assessment activities.~~ **The first Thursday shall be scheduled by the College.** Tuesday morning shall be scheduled for professional development activities, mutually planned, agreed to, and implemented, by a committee including no less than three faculty members, including the Faculty Professional Development Coordinator and selected by the Faculty Professional Development Oversight Committee. Wednesday morning may be scheduled by departments/divisions for faculty meetings; Tuesday afternoon may be scheduled for faculty sabbatical reports. Thursday morning may be scheduled by the College for the President to meet with the faculty. Thursday afternoon may be scheduled by the Association for an All Faculty Meeting; no other faculty events may be scheduled during the All Faculty meeting. **The first Thursday**, Wednesday afternoon, and **both the first-Friday morning and the second Friday** shall be class prep days; no other required activities may be scheduled for faculty members on class prep days. **One half day of class prep time shall be floating for faculty use sometime during the academic year.**

- 9.4 **Faculty Connections.** Faculty Connections is a faculty-organized orientation of new faculty members. Faculty Connections shall be held the **Monday Tuesday and/or Wednesday Tuesday** immediately prior to Fall in-service or as determined by the Faculty Connections Steering Committee.
- 9.5 **Calendar Preparation.** The scheduled work year shall include those holidays recognized as paid holidays by the College that fall within the teaching calendar. A copy of the proposed calendar will be sent to the Association for its review and recommendations prior to its official adoption by the Board.
- 9.6 **Recognized Paid Holidays Listed.** The following holidays will be recognized by the College as paid holidays if the employee's contract incorporates such days so that he/she is required to work the last day preceding and the first day following the holidays, excluding weekends: **Juneteenth, Indigenous People's Day**, Veterans' Day; Thanksgiving Day, and the following Friday; Martin Luther King, Jr.'s Birthday; President's Day; Memorial Day; New Year's Day; 4th of July; Labor Day; Christmas Eve; Christmas Day; and the day following Christmas. When Christmas falls on Wednesday, the following two (2) days are observed as holidays instead of the last working day before and the first working day after Christmas day. **~~Two paid floating holidays shall be added for individual faculty use for religious and/or cultural celebrations or holidays not recognized as official holidays by LCC.~~**
- 9.7 **Calendar Modification.** If during the term of this Agreement, the College proposes an academic calendar that does not provide vacation periods of: a) two (2) weeks between fall and winter; b) one (1) week between winter and

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ARTICLE 19 - TUITION WAIVER

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- 19.4 **Family Tuition Waiver.** The number of courses waived for members of faculty families shall be no less than for members of families of employees in any other college employee group. Changes in eligibility requirements or the number of courses waived due to the above will be instituted immediately, and the College and the Association will meet timely to assess the situation. Tuition is waived for appropriately certified eligible family members of LCC employees who qualify for regular employee tuition waivers.

19.4.1 Family members eligible for faculty tuition waivers are IRS dependents and children for whom the employee is a legal guardian: "spouse" includes eligible domestic partners of either gender, **step and foster children, children of spouse or domestic partners of any gender, members of the immediate household whose official residence is the same as that of the employee, persons for whom the employee is legally or financially responsible, and persons who are dependent upon the employee for care. Step and foster relationships shall be inclusive of non-married domestic partners of any gender.**

- 19.7 **Course/Class Fees and Transportation Fee Exempt Sections.** Use of tuition waivers shall include an exception from the transportation fee for specific classes related to the College Wellness Program. Consistent with this provision, there shall be a minimum of six (6) classes provided as exempt from the transportation fee per academic year. These classes shall be identified prior to each term by mutual agreement between the College and the Association, and the College shall communicate information about registration for all such transportation fee exempt classes to all employees via e-mail. Other than the sections/classes specifically exempted from the transportation fee, tuition waivers shall cover only tuition and tuition waivers shall not include class/course fees, project-material costs, or other related fees and costs. It is the responsibility of the person registering for the class(es) and using the tuition waiver to correctly register for such classes using the prescribed process.

- ~~19.7.1 **Transportation Pass. All active faculty members shall be provided an LTD bus pass each term.**~~

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ARTICLE 20 - LEAVES WITHOUT PAY

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20.4 Parental Leave

- 20.4.1 A parental leave (for maternity, paternity, or adoption, **or newly fostered children**) to a maximum of one (1) year shall be granted without compensation to an employee who is pregnant or has given birth to a child, who is taking care of a pregnant partner or newly born child, or who is engaged in an adoption, or establishment of an adoption relationship **or newly established foster child relationship**. ***Parental leave shall be inclusive of newly fostered children.***

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- 20.5 **Care for Parents.** Leaves for care for their own infirm parents, **step-parents, or grandparents** or those of their spouse **or domestic partner of any gender**, will be provided in the same manner as parental leaves in this Article. ***Parents shall be inclusive of grand, step, and in-law relationships for spouse or domestic partner of any gender.***

- 20.6 **Family Medical Leave.** Family medical leave shall be allowed in accordance with State and Federal statutes and relevant Oregon Bureau of Labor administrative regulations. The College shall comply with state and federal family medical leave guidelines concurrently in a manner that affords the employee the maximum allowable benefit of accrued leave and family medical leave. Note the definition of "immediate family" in Article 21.2.2. Faculty may use accrued sick leave consistent with the Oregon Family Medical Leave Act (OFLA) consistent with COPPS Procedure: Leaves With and Without Pay.

- 20.6.1 The College shall pick up the employee portion of the payroll deduction, not to exceed 1%, associated with the Oregon Paid Family and Medical Leave Insurance (PFMLI).**

- 20.6.2 When final program rules are released by the Department of Economic Security for the PFMLI program, LCCEA and HR will work together to develop a procedure that allows for participating faculty to use a portion of available sick or personal leave, to be determined after final rules are released, to make up the difference between their regular compensation and benefit amounts paid from the PFMLI program consistent with eligibility definitions used for the Oregon Family Leave Act (OFLA) or the Family Medical Leave Act (FMLA), whichever is broader.**

- 20.7 **Notice Regarding Leaves of Absence and PERS.** The employee is responsible for assessing the impact of any leave of absence plans on their PERS eligibility and status.

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ARTICLE 21 - LEAVES WITH PAY

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21.2 Emergency Leave

21.2.1 In case of death, serious illness or accident in the employee's immediate family, the employee shall be granted up to five (5) days leave with pay.

21.2.2 For the purposes of this Article, immediate family includes: parents (including step), spouse or domestic partner, children (including step and foster), siblings, mother- or father-in-law, son- or daughter-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, **great-grandparents, great-grandchildren, aunts, uncles, cousins,** members of the immediate household whose official residence is the same as that of the employee, persons for whom the employee is legally responsible, and persons who are dependent upon the employee for care. **Step, foster, and in-law relationships great, and great-great shall be included for all categories above. Step and in-law relationships shall be inclusive of non-married domestic partners of any gender.**

21.2.3 The employee shall provide the earliest possible notice of his/her absence to the College and following his/her return to duty, he/she may be required to submit written validation of the reason for the leave.

21.2.4 It is here explicitly recognized that when an emergency renders an employee incapable medically or emotionally of working, sick leave may be used.

21.2.5 ***In the case of both serious illness and death, the employee shall be granted up to five (5) additional days leave with pay for bereavement subject to approval by the responsible administrator; approval shall not be unreasonably withheld.***

21.3 **Personal Leave.** Contracted faculty shall be granted up to three (3) days, to be used in one-half day increments based upon FTE, personal leave with pay to be used subject to the conditions outlined below in 21.3.1 – 21.3.3.

Part-time faculty who are actively assigned to teach starting in Fall term shall be granted one (1) day (8 hours), to be used in one-half day increments, personal leave with pay. Part-time faculty who do not start teaching until Winter or Spring terms in a given year shall be granted one-half (1/2) day (4 hours) personal leave with pay, to be used in one-half day increments. Personal leave

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with pay is to be used subject to the conditions outlined below in 21.3.1 – 21.3.3.

21.3.1 At least two (2) days notice is given prior to taking personal leave. Exceptions may be allowed by the College when circumstances make prior notice impractical.

21.3.2 Personal leave is not intended to be used for Association business.

21.3.3 Personal leave is not intended to be used for recreational purposes or to extend holiday or vacation periods unless required by personal business.

~~21.3.4 The value of unused personal leave (i.e. hourly salary times number of hours of unused personal leave) shall be reimbursed to faculty members at the end of each academic year. Reimbursement shall be limited to a maximum of one day (i.e. 8 hours). the maximum number of hours allowed for reimbursement of unused vacation or personal leave for any other college employee group or employee.~~

21.4 **Return From Paid or Unpaid Leaves.** The College shall not be obligated to return an employee from leave at any time except as agreed to at the time the leave was granted.

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23.14 Curriculum Development Rate

- 23.14.1 The curriculum development hourly rate shall be \$30.00 ~~\$35.63~~ **\$32.50 24 effective July 1, 2022** and shall not be awarded for regular, routine course updates to contracted faculty but may be for part-time faculty. **~~The curriculum development hourly rate shall be increased by the same percentage applied to contracted faculty salary rates (i.e. COLA adjustment) each year on July 1 beginning July 1, 2023.~~**

26.2.3 Step increases shall be granted annually, except as provided in Article 26.2.4.

26.2.5 Faculty members returning from professional leaves approved by the College Vice President and Association President shall receive salary step increases that they would have earned had they not been on leave. Such leaves shall include leaves to serve as a temporary department chair, manager, union professional representative, leaves to run for office in political office, and other academic and professional leaves.

26.2.6 Step increases after the expiration of this Agreement shall be granted.

26.2.6.1 One and a half step in the amount of 1.875% shall be added to the top of the salary schedule on July 1, 2022.

26.2.7 One step and a half step in the amount of 1.875% shall be added to the top of the salary schedule on July 1, 2023 and the bottom half step shall be dropped.

26.2.7.1 One and a half step in the amount of 1.875% shall be added to the top of the salary schedule on July 1, 2022. Faculty on the top step shall move onto the first longevity step after two years on the top step. Faculty on the first longevity step shall move onto the second longevity step after two years on the first longevity step.

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ARTICLE 26 - SALARY

26.1 General

26.1.1 The 2017—2018 salary schedules **[TBD]** herein included shall be the official salary schedules for the employees and shall not be deviated from except through mutual consent of the Association and the College.

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Salary Increases

26.2.5 Step increases shall be granted annually, except as provided in Article 26.2.6.1.

26.2.5.1 Faculty members returning from professional leaves approved by the College Vice President and Association President shall receive salary step increases that they would have earned had they not been on leave. Such leaves shall include leaves to serve as a temporary department chair/manager, unpaid professional development leaves, leaves to run for/serve in political office, and other academic and professional leaves.

26.2.6 Step increases after the expiration of this Agreement shall be granted.

~~26.2.6.1 On a one-time only, non-precedent setting basis, step increases shall not be granted for 2019-2020.~~

26.2.7 **One step and a half-steps** in the amount of 1.875%—**5.625%** 3.75% shall be added to the top of the salary schedule on July 1, 2022 and the bottom **half** half-step shall be dropped.

~~26.2.7.1 Two One longevity steps in the amount of 3.75% each shall be added to the top of the salary schedule on July 1, 2022. Faculty on the top step shall move onto the first longevity step after two years on the top step of the 2022-2023 or any subsequent year salary schedule except as outlined in 26.2.7.1.1, and shall move onto the second longevity step after four years on the top step or two years on the first longevity step.~~

~~26.2.7.1.1 Faculty on step 14 or 14.5 of the 2021-2022 salary schedule for four or more years or 18.5 years of bargaining unit service, whichever is sooner, as of June~~

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~~30, 2022 shall advance to the longevity step July 1, 2022. Faculty on step 14 or 14.5 of the 2021-2022 salary schedule for three years or 17.5 years of bargaining unit service, whichever is sooner, as of June 30, 2022, shall advance to the longevity step July 1, 2023.~~

Cost of Living Adjustments

26.2.8 Cost of living adjustments will be based upon the U.S. CPI-U All Cities, All Items, Non-Seasonally Adjusted (Series ID: CUUR0000SA0), January to January changes, according to the Bureau of Labor Statistics, February releases, except as follows in 26.2.8.1. COLAs are effective and applied to salary schedules on July 1 each year.

26.2.8.1 For the 2022-2024 years only, when the inflation index outlined 26.2.8 is less than 1%, a minimum of 1% shall be applied to salary schedules on July 1. When the inflation index outlined in 26.2.8 is greater than 4%, 4% 2.25% shall be applied to the salary schedules on July 1 of each year.

~~26.2.8.1 For the 2019-2022 years only, COLAS shall be applied to the salary schedules on July 1 as follows: 1% on July 1, 2019; 1.25% on July 1, 2020, and 1.5% on July 1, 2021. July 1, 2019.~~

See the Contracted Faculty Salary Schedules below.

26.3 Contracted Student and Staff Health Clinic Nurses/Athletic Trainer

- 26.3.1 Any person who is employed more than half time as Health Nurse or Athletic Trainer shall be paid from the contracted salary schedule in a ratio directly proportionate to the percentage of his/her employment.
- 26.3.2 The rate of pay for each day within the work year shall be equal. Employees not assigned to work a fourth quarter but who are required to work beyond the contract year shall be compensated for such additional working days at their individual per diem rate.
- 26.3.3 Employees assigned to work an overload (more than 1.0 FTE) shall be compensated for such additional load(s) at an amount equal to their regular rate.
- 26.3.4 If nurses or athletic trainers instruct classes and work beyond 1.00 FTE, they shall receive eighty-five percent (85%) of the appropriate contracted faculty salary.

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- 26.3.5 **Nurse Practitioner Work Year:** Nurse **Practitioners** in the Student/Staff Health Clinic may voluntarily choose to work beyond the normal work year as defined in Article 9, if the College identifies such a need. Those working beyond the normal work year shall be compensated for such additional working days at their individual per diem rate.

26.4 **Part-time Faculty**

General

- 26.4.1 Pay for persons employed on a contact hour basis shall be equated to the following:

26.4.1.1 Monthly pay = term FTE x monthly pay cycle gross
Monthly pay cycle gross = per credit rate x 15 credits per term / 3 months per term
Term FTE = credits assigned / full-time department credit workload

- 26.4.1.2 For persons employed on a contact hour basis, the above formulas apply with

Term FTE = contact hours assigned / full-time department workload

- 26.4.2 Part-time employees shall be paid on a credit hour rate provided for in the official salary schedules included in this contract.

- 26.4.2.1 Writing instructors shall receive 1.25 credits per credit hour of writing assigned.

Step Increases

- 26.4.3 Step advancements shall be made under the criterion of one (1) step advancement per accumulation of twenty-one (21) credit hours or the equivalent at LCC.

Cost of Living Adjustments

- 26.4.5 Annual cost of living adjustments will be based upon the U.S. CPI-U All Cities, All Items, Non-Seasonally Adjusted (Series ID: CUUR0000SA0), January to January changes, according to the Bureau of Labor Statistics, February releases, except as follows.

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26.4.5.1 For the 2019-2022 years only, COLAS shall be applied to the salary schedules on July 1 as follows: 1% on July 1, 2019; 1.25% on July 1, 2020, and 1.5% on July 1, 2021. July 1, 2019.

26.4.5.1 For the 2022-2024 years only, when the inflation index outlined 26.2.8 is less than 1%, a minimum of 1% shall be applied to salary schedules on July 1. When the inflation index outlined in 26.2.8 is greater than 4%, 4% 2.25% shall be applied to the salary schedules on July 1 of each year.

26.4.6 The part-time faculty salary schedules will be restructured as follows.

26.4.6.1 ~~The part-time faculty salary schedule shall be replaced with a new salary schedule where each step corresponds to 85% of the contracted faculty salary schedule for the corresponding step.~~ The bottom step on the part-time faculty salary schedule shall be dropped, and steps shall be renumbered. Part-time faculty currently on step 1 shall move to current step 1.5 before it is renumbered.

26.4.6.1.1 New Salary Schedule Placement. Part-time instructors shall be placed on the new salary schedule outlined in 26.4.6.1 at the next highest pay level prior to COLA adjustment and any step advancements.

26.4.6.2 Whenever steps, or half-steps **or longevity steps** are added to the top of the contracted faculty salary schedule and/or whenever steps or half-steps are removed from the bottom of the contracted faculty salary schedule, commensurate additions and/or removal of steps or half-steps shall be made to the part-time faculty salary schedule.

26.4.6.2 Part-time Faculty Parity Adjustments. The 2019-20 **2022-2023** part-time faculty salary schedule shall be adjusted by 2.0% ~~5 4% 3% 2%~~ after COLA is applied. The 2020-21 **2023-2024** part-time faculty salary schedule shall be adjusted by 2.5% ~~3 2% 1%~~ after COLA is applied. The 2021-22 part-time faculty salary schedule shall be adjusted by 3.0% after COLA is applied. All parity adjustments are effective July 1 each year.

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See the Part-time Faculty Salary Schedules below.

26.5 Flight Instructors, Part-time

26.5.1 Placement Requirements for Flight Instruction: Level 1

A. Commercial Pilot Certificate

1. Airplane single engine land, instrument airplane, OR
2. Rotorcraft helicopter, AND

B. Flight Instructor Certificate

1. Airplane single engine land, OR
2. Rotorcraft helicopter, appropriate safety course completed

C. Certified Flight Instructor- Instrument Certificate

26.5.2 Placement/Advancement Requirements for Flight Instruction: Level 2

Qualifications for Level 1 PLUS:

A. Flight Instructor

1. Airplane - must have **carried a student load of at least five (5) students for at least five (5) terms.** recommended at least thirty-six (36) stage checks under 14 CFR Part 141 and/or certification for a rating or certificate under 14 CFR Part 61, of which at least thirty (30) must have passed on their first attempt.
2. Must hold a Certified Flight Instructor- Instrument Certificate.

B. Rotorcraft Helicopter

1. Must have recommended at least twelve (12) students for and passed a 14 CFR Part 61 checkride.

26.5.3 Initial Level and Step Placement/Advancement

- 26.5.3.1 Initial level placement for flight instruction will be made according to the requirements in 26.5.1 and 26.5.2 of this agreement. Initial placement for classroom instruction will be

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made according to the requirements of Article 30 of this Agreement.

26.5.3.2 Advancement to Level 2 will occur at the beginning of the term following completion of the requirements for that level under Article 26.5.2, or Article 30 of this Agreement. When an employee is advanced on the salary schedule to the next higher level, he/she will be placed at the next higher dollar amount at the new level, plus one step. Level changes shall not affect eligibility for step increases.

26.5.3.3 Initial step placement for flight instruction will be based on the following civilian CFI experience:

26.5.3.3.1 Every 500 hours dual flight instruction given increases pay 1 step.

26.5.3.3.2 Other FAA certificates: Airframe Certificate and Powerplant Certificate; or Airline Transport Certificate (ATP); or MEI Certificate (Multi-Engine Instructor) increases pay 1 step.

26.5.3.4 Step advancement for flight instruction salary schedules shall occur following each 500 hours of instruction time, including flight, simulator and ground instruction, or the accomplishment of the FAA certification listed in 26.5.3.3.2. Step advancement for classroom instruction shall be earned in accordance with Article 26.4.2. Hours used for initial step placement cannot be used for step advancement. Step advancement will occur at the beginning of the term following completion of the requirements for that advancement.

26.5.3.5 Applicants for initial level/step placement or level advancement must provide verifiable documentation.

26.5.4 **Wage Schedule. The Flight Tech Part-time Faculty Salary Schedules will be adjusted by the same COLA and Part-time Faculty Parity Adjustments as the Part-time Faculty Salary Schedules effective July 1 each year.** A new flight instructor salary schedule shall be established and implemented ~~such that the hourly rate at the top step of level 2 shall be the same as the hourly rate at the top of the part-time faculty salary schedule. The top step of level 1 shall be 85% of the hourly rate at the top step of level 2. Each step for both the level 1 and level 2 schedules shall be 3.75%.~~ as agreed to between the Association and the College (enclosed). For 2016-2017, the new flight instructor salary schedule

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shall be increased by 1.5% effective July 1, 2016. For 2017-2018, the flight instructor salary schedule shall be increased by 1.0% effective July 1, 2017. Wages for part-time flight instructors shall be adjusted by the same cost of living adjustments and salary schedule adjustments that apply to part-time faculty (see Articles 26.2.7 and 26.4.4). For the 2016-2017 and 2017-2018 years respectively, all part-time flight tech instructors who worked during the year and were at the top step on June 30, 2016 and/or June 30, 2017 shall receive a "top step stipend" of \$500 and/or \$600 respectively.

26.5.4.1 New Salary Schedule Placement. Part-time flight instructors shall be placed on the new salary schedule outlined in 26.5.4 at the next highest pay level prior to COLA adjustment and any step advancements.

26.5.4.2 Dual Flight/Simulator/Ground instruction: 1.00 hour at the (Level and Step) for each hour of instruction.

26.5.4.3 Solo dispatch: 0.35 hour at the flight rate (Level and Step) for each flight hour of the solo dispatched.

26.5.4.4 Classroom instruction shall be based on the part-time salary schedule of Article 26.

26.5.4.5 For assigned duties and activities other than flight instruction, ground instruction, classroom instruction, or grade report preparation, employees shall be compensated at Level 1, Step 1. (This rate shall not apply to the in-service hours scheduled pursuant to Section 9.3 of this Agreement)

26.5.4.6 The length of time spent on instruction is recorded in units of 1/10 hour.

26.5.4.7 Cancellations: For each scheduled flight lesson that is cancelled by the student without adequate notice (less than four hours advanced warning to the instructor) or if the student is so late that a lesson cannot be completed, the instructor will receive two hours of pay at the instructor's regular level and step rate.

26.5.4.8 One hour at the curriculum development rate shall be paid each term for grade report preparation.

26.5.5 **Proficiency Time (pro-time).** Depending on the availability of aircraft and student needs, instructors shall be entitled, upon request, to up to one and one-half hours per month pro-time in a type of aircraft

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appropriate to the instructors' current assignments. If an instructor is assigned to instruct in an aircraft for which proficiency has not been maintained, additional pro-time shall be provided as necessary. Student needs shall always be given priority in the scheduling of pro-time.

26.5.6 Except when filling budgeted contracted positions, flight instructors shall be considered "part-time" regardless of hours worked.

26.5.7 **Insurance Benefits.** Flight instructors can establish and maintain eligibility for negotiated part-time insurance benefits by:

26.5.7.1 working at least an average 135 hours in each of two consecutive terms and being scheduled to work the third term; insurance coverage will take effect at the beginning of the third term, or

26.5.7.2 working at least 405 hours over four consecutive terms and being scheduled to work the fifth term. Insurance coverage will take effect at the beginning of the fifth term.

~~26.5.7.3 Flight instructors can maintain eligibility for negotiated part-time insurance by: working at least 88 hours each consecutive term or by working a total of 528 hours over at least two of the four terms per academic year.~~

26.5.8 Depending on its availability and student needs*, the simulator will continue to be available for use by instructors at no charge to the instructor. (*student needs shall always be given priority.)

26.5.9 **Emergency Leave.** Flight instructors shall be provided emergency leave pursuant to Sections 21.2 through 21.2.4. Pay shall be at the rate of 1.0 hour of flight time for each student who was on the schedule for each day missed due to this leave.

26.5.10 **Holidays.** If a holiday listed in Article 9. falls on a work day for any flight instructor, the instructor shall receive two (2.0) hours flight instruction pay for each student normally scheduled for that day.

26.6 Head Coaches, Part-time

26.6.1 **Status.** Except when filling budgeted contracted positions, head coaches shall be considered "part-time" regardless of hours worked.

26.6.2 **Head Coach Annual FTE.** Annual FTE for part-time head coaches shall be calculated by using the following formula: Annual FTE = (0.6 x

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official NWAC playing season weeks)/33 + (0.15 x 11)/33. Annual FTE shall be adjusted by a load credit multiplier of 1.1 for traveling team roster sizes routinely in excess of 40.

26.6.2.1 Playing Season. Weeks of official playing season for each sport determined by NWAC official calendar. Weeks are defined as Sunday through Saturday. Weeks are counted as a full week if one day of playing season falls within the week.

26.6.2.2 The formula in 26.6.2 shall be used to determine the annual FTE for head coaches of any new sports.

26.6.2.3 For example, the FTE based on this formula shall be the following for the 2019-2020 year:

Volleyball: 0.377

Soccer: 0.359

Cross Country: 0.359

Basketball: 0.577

Baseball: 0.577

Track: 0.435

26.6.3 Head Coach Stipend. Head coach annual stipends will be calculated based on the head coach part-time FTE calculation from 26.6.2 and the contract days established in Article 9.1.

26.6.3.1 Head Coach Stipend Formula. The stipend for part-time head coaches shall be calculated effective July 1, 2019 by using the following formula: Annual Stipend = Head Coach Annual FTE x Contract Days x 240 x **1.03**.

26.6.3.2 Head Coach Stipend Adjustments. The stipends shall be adjusted by the COLA **and Part-time Faculty Pay Parity Adjustments** applied to the part-time faculty salary schedule July 1 each year.

26.7 MUP Instruction. Individual music lesson instruction shall be paid at \$50 per instructional hour effective upon commensurate increase to student fee. ~~The MUP Instruction rate shall be adjusted by the COLA applied to the part-time faculty salary schedule July 1 each year.~~

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26.8 **Salary Schedules.** Contracted faculty, part-time faculty, and part-time flight instructors shall be compensated consistent with the following salary schedules referenced herein and based upon the faculty member's FTE.

26.9 — Annual Separation Incentive for Contracted Faculty

~~26.9.1 Eligibility. This voluntary separation from employment incentive shall be limited to contracted faculty (F-1, .501 – 1.0 FTE) who will be at least 55 years of age in any calendar year. In order to be eligible, faculty must be currently active on payroll for the current fall term and must have been hired into a faculty position at LCC no later than ten years prior to the current.~~

~~26.9.2 Incentive. The voluntary separation incentive shall include a one-time-only payment equivalent to three months at their current step on the 10-month pay schedule of the current contracted salary schedule to eligible and voluntarily separating contracted faculty to fully separate from contracted employment with the College by or before June 30 of the subsequent calendar year or to two months at their current step on the 10-month pay schedule of the current contracted salary schedule to fully separate from contracted employment with the college by or before December 31 of the subsequent calendar year.~~

~~26.9.3 Notice. Contracted faculty desiring to access this voluntary separation incentive must have their written and signed notification of voluntary separation from college employment received by the Lane Human Resource Department by or before November 1 of each Fall term. Establishing such receipt by the College is the responsibility of the faculty member accessing the incentive. Such written and signed separation notifications of voluntary employment separation are irrevocable. Contracted faculty who voluntarily separate from employment under this agreement are not eligible for unemployment insurance benefits from the College. The Lane Community College Human Resource Department will provide a voluntary employment separation form that must be completed and received by the College Human Resources by or before the end of the work day on November 1 of each Fall term.~~

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ARTICLE 29 - CONTRACTED ~~AND PART-TIME~~ FACULTY STEP PLACEMENT

Commented [AM1]: Per Placement MOA 09182019

29.1 Work Experience Placement on Steps. Original placement will be as follows:

- 29.1.1 Individuals who hold at least a bachelor's degree from an accredited institution will be granted one (1) step for each full year of applicable experience. Teaching experience shall be prorated such that one year credit shall be granted for 1.0 academic year FTE. All terms including summer shall count toward experience calculations but shall not exceed one year's credit per year.

Examples for heuristic purposes:

29.1.1.1 Teaching 1.0 FTE for one academic year equals one (1) year experience credit.

29.1.1.2 Teaching 1.0 FTE for one academic year and .5 during summer equals one (1) year experience credit.

29.1.1.3 Teaching 0.5 FTE each term for three terms of one academic year equals 0.5 year experience credit.

29.1.1.3 Teaching 0.5 FTE for each term for three terms of one academic year plus 0.5 FTE during summer equals 0.67 year experience credit. i.e. $(0.5+0.5+0.5+0.5) / 3 = 0.67$

- 29.1.2 Individuals who do not hold a bachelor's degree will be granted one (1) step for each two full year of verified applicable experience away from Lane Community College. For purposes of this section, a four (4) year learning and training period plus three (3) years of journeyman experience will be considered equivalent to a bachelor's degree for occupational education instructors; however, the experience counted toward level placement will not be counted for step placement.

- 29.1.3 **Language Skills: Initial Placement. One (1) ~~two~~ additional step shall be granted for faculty members who use bilingual or multilingual skills, including American Sign Language, in their faculty work.**

29.1.3.1 Language Skills: Subsequent Advancement. Faculty members who begin to use bilingual or multilingual skills, including American Sign Language, in their faculty work after initial salary placement and who did not receive steps for language skills in their initial placement per 29.1.3 shall be granted one ~~two~~ additional steps effective July 1 after an approved request to HR.

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29.1.3.2 The Faculty Step Advancement Committee (See Art. 28.3) shall make determinations for any faculty appeals pertaining to bilingual or multilingual skills, including American Sign Language, not approved by HR under 29.1.3 or 29.1.3.1.

29.1.34 A maximum five additional steps will be provided for relevant work experience.

29.1.4.1 The step granted for language skills under 29.1.3 and associated sub-articles shall not be subject to this five step maximum.

29.1.45 Experience required for minimum qualifications shall not be subtracted for the purpose of original placement.

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For the College: M. Glade
6/9/22

For the Association: A. L. K2
6/9/22