ARTICLE 26 – SALARY

26.1. **General**

26.1.1. The <u>2017-2025</u> – <u>2018-2026</u> salary schedules 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.

26.1.2. PERS/OPSRP Participation

- 26.1.2.1. The College shall not withhold from members' salaries the employee contributions/payments required by the Public Employee Retirement System (PERS) and/or Oregon Public Service Retirement Plan (OPSRP).
- 26.1.2.2. The College shall assume and pay the six percent (6%) employee contribution for members participating in PERS or OPSRP. Such paid employee contributions shall be credited to employee accounts and shall be considered to be employee contributions for purpose of applicable law.
- 26.1.2.3. If for any reason, including by reason of ballot measure, legislative action, or by order of any court of competent jurisdiction, the Employer or employees are prohibited from submitting any portion of the 6% employee contribution to the individual employee account in the Individual Account Program (IAP)(ORS 238A.300 238A.415) or any portion of that 6% employee contribution is diverted from the individual employee account to some other account or for some other use, then on the first payroll period following the effective date of the change, pursuant to ORS 238A.340, the Employer agrees to adjust all faculty salary schedules by 0.75% effective July 1 of the year in which the diversion of funds from the IAP occurs.

26.2. Contracted Faculty

General

26.2.1. Except as provided in the part-time roundup provisions of Article 25.1.2.1, any person who is employed more than half timethree quarter time, subject to Article 34.5.3.2 Roundup provisions, shall be paid from the contracted salary in a ratio directly proportionate to the percentage of his/hertheir employment.

- 26.2.2. The rate of pay for each day within the contract 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. Employees assigned by the College to complete committee work in the fourth quarter shall be compensated for one (1) hour for every hour of committee meeting time, in addition to being compensated for actual meeting time, for committee work completed outside of committee meetings. In order for such assignments to be eligible for compensation under this agreement, a signed PAF Personnnel Action Form must be submitted to Human Resources in advance of any such work occurring.
- 26.2.3. Employees assigned by the College to work an instructional overload (more than 1.0 FTE) shall be compensated for such additional load(s) at a prorated amount equal to eighty-five percent (85%) of their regular rate.
- 26.2.4. Employees assigned by the College to fulfill extra responsibilities above the normal teaching load, e.g. coaches, club advisors, etc., shall be compensated with the specific compensation to be determined individually with an assigned administrator the department/division chairperson and in accordance with this Agreement and properly executed Memoranda of Agreements. Compensation may be in the form of release reassignment time from other regularly assigned employee functions. The Association will be timely provided copies of all extra responsibility agreements.

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.

26.2.6.2.26.2.6.1.

26.2.7. A half-step in the amount of 1.875% shall be added to the top of the salary schedule on July 1, 2021 and the bottom half-step shall be dropped.

Cost of Living Adjustments

26.2.7. On July 1, 2025, or upon mutual ratification of this contract, whichever occurs later, the salary schedule will be increased by 1.3%.

On July 1, 2026, the salary schedule will be increased by 1.3%.

- 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. 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/hertheir 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.

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.

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

26.4.4. On July 1, 2025, or upon mutual ratification of this contract, whichever occurs later, the salary schedule will be increased by 1.3%.

On July 1, 2026, the salary schedule will be increased by 1.3%.

- 26.4.4. 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.
 - 26.4.4.1. 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. The part-time faculty salary schedules will be restructured as follows.
 - 26.4.5.1. 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.
 - 26.4.5.2. Whenever steps or half-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.
- 26.4.6.26.4.5. Part-time Faculty Parity Adjustments. The 2019-20 part-time faculty salary schedule shall be adjusted by 2.0% after COLA is applied. The 2020-21 part-time faculty salary schedule shall be adjusted by 2.5% 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.

See the Part-time Faculty Salary Schedules below.

26.5. Flight Instructors, Part-time

26.5.1. **Definitions**

"Flight Slot" - One (1) flight slot typically consists of a two (2) hour schedule block. It is recognized that instruction time for a flight slot may be lower than the scheduled block time. For purposes of ground instruction a flight slot may be reduced to a one (1) hour block. Only one (1) reduced ground hour block may be used per student, per day to satisfy a flight slot.

"Regularly Scheduled Student" – One (1) flight student provided a minimum of three (3) scheduled flight slots per week. Students that are not regularly scheduled will count as one third (1/3) of a regularly

scheduled student for each twelve (12) flight slots performed within a term.

"Seniority" – Part-time flight instructor seniority is defined as the employee's total continuous service commencing on their first actual workday of continuous employment in the bargaining unit.

26.5.2. Placement

- 26.5.2.1. Placement Requirements for Flight Instruction: Level 1
 - A. Commercial Pilot Certificate Airplane Single Engine Land (ASEL)
 - B. Flight Instructor Certificate (CFI) Airplane Single Engine Land (ASEL)
 - C. Valid Federal Aviation Administration (FAA) Medical Certificate
- 26.5.2.2. Placement Requirements for Flight Instruction: Level 2

All qualifications for Level 1 (Article 26.5.2.1) PLUS:

- A. Must hold an FAA Goal Seal Instructor Certificate
- B. Must hold a Certified Flight Instructor Instrument Certificate (CFII)
- C. Must hold a Multi-engine Flight Instructor Certificate (MEI)

26.5.1. Placement Requirements for Flight Instruction: Level 1

- A. Commercial Pilot Certificate
 - 1. Airplane single engine land, instrument airplane, OR
 - 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:

Qualifications for Level 1 PLUS:

A. Flight Instructor

- Airplane must have 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 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/shethey 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. If placed in Level 1, CFII Other FAA certificates: Airframe Certificate and Powerplant Certificate; or Airline Transport Certificate (ATP); or MEI Certificate (Multi-Engine Instructor) increases pay 1 step.
- 26.5.3.3.2.26.5.3.3.3. If placed in Level 1, MEI increases pay 1 step.
- 26.5.3.4. Instructors that maintain a minimum of six (6) regularly scheduled students per term for four (4) consecutive terms will receive 1 step increase. 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. Instructors that accomplish an FAA certification listed in 23.5.3.3.2 or 26.5.3.3 will receive 1 step increase per certificate. Applicants for initial level/step placement or level advancement must provide verifiable documentation.
- 26.5.3.6. Step advancement for classroom instruction shall be earned in accordance with Article 26.4.2.
- 26.5.3.7. Hours used for initial step placement cannot be used for step advancement.
- 26.5.3.8. Step advancement will occur at the beginning of the term following completion of the requirements for that advancement.
- 26.5.3.9. Applicants for initial level/step placement or level advancement must provide verifiable documentation.
- <u>26.5.3.10.</u>No instructor hired prior to this contract will be reduced in Level or Step.

- 26.5.4. Wage Schedule. A new flight instructor salary schedule shall be established and implemented as agreed to between the Association and the College (enclosed). For 2016-2017, the new flight instructor salary schedule 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. A new flight instructor salary schedule shall be established and implemented as agreed to between the Association and the College during standard bargaining. 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. All-part-time flight instructors who worked during the year, maintained a minimum of six (6) regularly scheduled students, and were at the top step on June 30 each year shall receive a "top step stipend" of \$500 for Level 1 or \$600 for Level 2.Dual Flight/Simulator/Ground instruction: 1.00 hour at the (Level and Step) for each hour of instruction.
 - 26.5.4.3. New Salary Schedule Placement. Part-time flight instructors shall be placed on a new salary schedule at the next highest pay level prior to COLA adjustments and any step advancement. Solo dispatch: 0.35 hour at the flight rate (Level and Step) for each flight hour of the solo dispatched.
 - 26.5.4.4. Flight Instruction: Dual flight, dual simulator, and ground instruction are considered flight instruction. Flight instruction is recorded in units of 1/10th (0.1) of an hour and compensated under the appropriate part-time flight instructor Level and Step.
 - 26.5.4.5. Classroom instruction shall be based on the part-time salary schedule in Article 26B. 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.
- 26.5.4.7.26.5.4.6. 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. Instructors are required to report and charge the student for the cancellation.
- 26.5.4.7. All dual flights will log a minimum of 0.2 hours pre/post and instructors will be paid instruction rate for all pre/post hours. One hour at the curriculum development rate shall be paid each term for grade report preparation.
- 26.5.4.8. Assistant Chief

When a Part-Time instructor is Assistant Chief on Duty they are considered on-call and are not required to be onsite.

Part-Time instructors acting as Assistant Chief on Duty will receive a minimum of 0.2 hours pay for initial weather check.

Part-Time instructors acting as Assistant Chief on Duty will be paid for actual work performed including, but not limited to checking weather, phone calls or messages, emails, and tracking students in 1/10th (0.1) of an hour intervals.

Non-classroom instruction is not eligible for grade reporting.

Assigned duties other than instruction will be paid at Step 1 Level 1 pay rate.

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 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. Part-time Status. 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 maintaining a minimum of six (6) regularly scheduled students per term for two (2) consecutive terms. Insurance benefits will take effect at the beginning of the third term. 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.
- 26.5.8. Sick Leave. Sick leave is paid out at two (2) hours per regularly scheduled student. Sick time may not be used if a lesson would have been canceled due to weather, maintenance, or other known flight restrictions. 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 two (2)1.0 hours per regularly scheduled student for each day missed due to the emergency leave. 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 <u>may choose one of the following:shall receive two (2.0) hours flight instruction pay for each student normally scheduled for that day.</u>
 - A. The instructor shall receive two (2) hours flight instruction pay for each student normally scheduled for that day, OR

- B. The instructor may work that day for two times (2X) their regular flight pay.
- 26.5.11. Weather Closure. If the College closes due to weather on a work day for any flight instructor, the instructor shall receive two (2.0) hours flight instruction pay for each normally scheduled student that day missed due to closure.
- 26.5.12. Simulator. Depending on its availability and student needs, the simulator will be available for use by instructors at no charge to the instructor. Student needs and schedules shall always be given priority.
- 26.5.13. Allocation of students and classes.
 - 26.5.13.1. Instructors must be available to meet
 schedule expectations and hours of student
 instruction to be considered for a student
 load.
 - 26.5.13.2. Once assigned, flight students remain with that instructor for the duration of their training and are not reallocated each term unless deemed necessary by the assigned administrator.
 - 26.5.13.1.26.5.13.3. Flight students, following the definition of Regularly Scheduled Students, and classes are allocated to flight instructors in the following order:
 - A. Full-time, contracted, faculty receive classroom loads until their load requirements are met.
 - B. Part-time flight instructors are allocated up to six (6) Regularly
 Scheduled Students each based on seniority and demonstrated availability to meet training schedule.
 - C. Once all part-time flight instructors
 are offered six (6) Regularly
 Scheduled Students each additional

Regularly Scheduled Student is offered to part-time flight instructors and distributed evenly, one at a time, based on seniority.

D. After all flight students have been allocated, classroom assignments are offered to part-time flight instructors based on certification and Article 34.5.3.

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 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: 0.377Soccer: 0.359

Cross Country: 0.359Basketball: 0.577Baseball: 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.
- 26.6.3.2 **Head Coach Stipend Adjustments.** The stipends shall be adjusted by the COLA applied to the part-time faculty salary schedule July 1 each year.
- <u>26.7.</u> **MUP Instruction.** Individual music lesson instruction shall be paid at \$50 per instructional hour effective upon commensurate increase to student fee.
- <u>26.8.</u> **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.