

Article VII SALARIES (Compensation)

7.1 PAY SCHEDULE

- 7.1.1 An increase of 6.56% shall be applied to all full-time salary schedules retroactive to July 1st, 2022. This provision applies to individuals who are employed as of the Board's ratification date.
- 7.1.2 An increase of 6.56% shall be applied to the Academic Part-time -Non- Instructional & Overload salary schedule and 7% shall be applied to the Part-time/Equity - Instructional salary schedule, retroactive to July 1, 2022. This provision applies to individuals who are employed during the 2022-2023 year, except for any involuntary separations.
- 7.1.3 Ten (10) and eleven (11) month contract Unit Members will be paid on either ten (10) month or eleven (11) month basis, depending upon their months of assignment. The Human Resources Office will advise each Unit Member of pay options available under current county regulations and credit union services by the first day of service each fall semester. Unit Members employed on the Part-time Salary Schedule will be paid on a time schedule established by the Human Resources Office. Salary warrants shall be issued according to the rules and regulations of the San Diego County Board of Education.
- 7.1.4 Full-time Unit Members possessing a doctorate degree from an accredited institution shall receive a stipend of \$2,200 annually. Part-time Unit Members possessing a doctorate degree from an accredited institution shall be paid an additional \$550 stipend at the end of each semester (Fall/Spring) of satisfactory service, beginning in the 2013-14 academic year. Applications will be submitted in accordance with 7.2.4.2.
- 7.1.5 If the SCCDAA bargaining unit receives a greater percentage compensation increase or greater dollar health and welfare benefit increase, the SCEA bargaining unit will receive the same increase.

7.2 CONTRACT SALARY SCHEDULE CLASS PLACEMENT AND RECLASSIFICATION

- 7.2.1 Initial class placement or reclassification on the salary schedule shall be based upon a Unit Member meeting the educational requirements identified on the salary schedules in Appendix A.
- 7.2.2 **Acceptable Units and Degrees:** In determining the initial class placement or reclassification, only units and degrees earned from an accredited institution of higher education will be accepted. To be accredited, an institution must be certified as accredited by a regional accreditation commission. Exceptions to this will be institutions where provision for regional accreditation is not available, in which case the cognizant Vice President will recommend approval or disapproval of the units or degree to the Superintendent/President. The decision of the cognizant Vice President may be appealed under Section 7.4 of this Agreement.

For initial salary class placement and reclassification, only degrees earned, which by District determination are related to the Unit Member's current or anticipated assignment, will be accepted. The degree will be considered earned after the District receives an official letter certifying that all of the requirements for the degree have been completed, and the date when the degree will be awarded from the Registrar or appropriate administrator from the institution from which the degree was earned.

Courses not designated as upper division or graduate completed subsequent to the Bachelor's Degree for which credit for initial class placement is desired need the approval of the cognizant Vice President.

Lower division courses completed subsequent to the Bachelor's Degree for which credit for initial class placement is desired need the approval of the cognizant Vice President.

7.2.3 **Alternate Salary Reclassification Policy and Procedures**

- 7.2.3.1 Horizontal salary advancement units of credit will be granted, in lieu of course credit, for approved faculty proposals.
- 7.2.3.2 Proposals must be submitted to the cognizant Vice President on forms provided by the District and that provide information in narrative form about the following: (1) number of units requested; (2) nature of the project; (3) benefit to the student, instructor and college; (4) applicability to the subject area in which the Unit Member is teaching or anticipates teaching; (5) procedures for implementing the project; (6) expected beginning and ending dates and anticipated number of hours needed to complete the project; (7) form of the final report to the Salary Evaluation Appeals Committee.
- 7.2.3.3 The proposal shall be reviewed by the cognizant Vice President and the S.C.E.A. President. Both parties must agree for the project to be approved. If the cognizant Vice President and the S.C.E.A. President do not agree, the project proposal shall be submitted to a committee composed of two (2) members appointed by the Association and two (2) members appointed by the District. A majority vote of approval by this committee shall be needed to approve the proposal.
- 7.2.3.4 A maximum of six (6) units earned under this procedure may be applied to any class of the regular salary schedule for horizontal advancement.

7.2.4 **Reclassification Procedures**

- 7.2.4.1 (A) Accredited college or university courses, including extension courses that are specified as upper division or graduate courses on transcripts, are automatically acceptable for reclassification if they meet one of the following conditions:
 - (1) Courses taken from a school of education or courses which have an education designator;
 - (2) Courses related to the Unit Member's established Faculty Service Area (FSA) or future assignments as anticipated by the Contract.
- (B) Courses and/or professional development activities not designated as upper division or graduate may be used for reclassification with approval of the cognizant Vice President. When such approval is required, it shall be based upon the following criteria:
 - (1) In-service courses and/or professional development activities developed and sponsored by the District, approved by the cognizant Vice President, and offered for professional growth of the staff, shall be acceptable if designated as "hurdle credit" by the Staff Development Committee.
 - (2) Courses and/or professional development activities that directly relate to the Unit Member's assignment; shall be acceptable if their content can be applied to student learning, programs, and/or college operations.

To make this evident, the faculty member shall demonstrate that the content of the activity was, is being, or will be shared with colleagues, applied in the classroom, and/or used in college operations or programs within the duties of the faculty member.

- (C) To earn credit for attendance at a multi-session or multi day conference, or similar activity, each session for which hurdle credit is requested shall be subject to the product requirement of 7.2.4.1 (B)(2) above.
- (D) When credit for presenting at a conference or similar activity is approved, it shall be awarded at a rate of “two times the number of hours of the session” to acknowledge the preparation time as well as the presentation time.

7.2.4.2 All course work to be used for reclassification must be completed prior to the beginning of the semester in which the Unit Member is reclassified. To be effective for the entire semester, the Unit Member must complete the reclassification procedures no later than September 22 to be eligible for reclassification for the fall semester, and February 22 for reclassification for the spring semester. Requests received after these dates will not become effective until the following fall or spring semester.

Unit Members shall verify class advancement course credit by filing with the Human Resources Office an official grade report or an official letter or an official transcript from the accredited institution. It is the Unit Member's responsibility to request course work verification not later than two weeks prior to the deadline date for reclassification. A copy of the request for verification shall be provided to the Human Resources Office. The deadline for reclassification shall be assumed to have been met if the Human Resources Office receives the verification of completed course work after the deadline date if the Unit Member has fulfilled all of the requirements of this section, and the delay was due to circumstances beyond the Unit Member's control. Approved salary placement requests that were submitted by the deadlines outlined above, shall become retroactive to the beginning of the semester in which the member applied. Applications submitted prior to January 2023 but not yet processed by the District will be honored under this agreement including retroactive pay.

7.3 **CONTRACT SALARY SCHEDULE INITIAL STEP PLACEMENT AND ADVANCEMENT**

7.3.1 **Teaching Experience:** Maximum initial placement shall be no higher than Step 6 of the appropriate class. Initial step placement on the salary schedule shall be determined by previous teaching and/or related work experience.

7.3.1.1 For teaching in an accredited college or university in the subject area for which the Unit Member is being employed, year-for-year previous service shall be granted up to a maximum initial placement of Step 6.

7.3.1.2 Only hours of paid work experience directly related to teaching assignments shall be counted toward advanced placement. The following schedule shall be used to determine credit for previous work experience and teaching experience other than teaching experience credited under 7.3.1.1:

- Step 1 - No previous experience
- Step 2 - One year's previous experience
- Step 3 - Two or three years' previous experience
- Step 4 - Four or five years' previous experience
- Step 5 - Six or seven years' previous experience
- Step 6 - Eight or more years' previous experience

7.3.2 **Salary Schedule Step Advancement**

7.3.2.1 A Unit Member shall be advanced one step on the salary schedule for each year of satisfactory full-time service until the maximum of the annual steps in his/her class is reached. A year of full-time service is defined as contract service for seventy-five percent (75%) or more of the number of hours considered as a full-time assignment. The Unit Members serving on less than seventy-five percent (75%) of a full-time contract shall be granted an increment for each two (2) years of satisfactory service.

7.3.2.1.1 A Unit Member who receives an overall summary evaluation rating that is less than satisfactory shall remain on his/her current salary step.

7.3.2.1.2 If, during a subsequent evaluation, the less-than satisfactory rating improves to satisfactory, the Unit Member shall be advanced to the step on the salary schedule on which he/she would have been placed if a less-than-satisfactory rating had not occurred and shall be paid retroactively from the date the increased salary would have originally been received.

7.3.2.2 A Unit Member will advance from Step 16 to Increment A, or from Increment A to Increment B, or from Increment B to Increment C, or from Increment C to Increment D if he/she has completed the equivalent of three (3) years of full-time service on the maximum of salary Classes I and above.

Unit members who have completed the equivalent of three (3) years or more of full-time service on Step C in academic year 2021-2022 will be moved to Step D retroactive to July 1, 2021.

7.4 **SALARY EVALUATION APPEALS COMMITTEE**

7.4.1 The Salary Evaluation Appeals Committee shall consist of two (2) members appointed by the Association and two (2) members appointed by the District.

7.4.2 The purpose of the committee shall be to hear and rule on appeals of decisions regarding either the initial placement of a Unit Member on the salary schedule, or the disallowance of a course or project proposal to be used for salary reclassification.

7.4.3 For an appeal to be heard by the committee, a bargaining Unit Member shall file the appeal in writing within fifteen (15) working days of receipt of the written decision which is being appealed. If a timely appeal is not filed, the decision of the District shall become final and binding upon both parties. The written appeal shall be filed in the office of the Vice President for Human Resources. The committee shall notify the bargaining Unit Member of its decision within fifteen (15) working days of receiving the appeal.

7.4.4 It requires the affirmative vote of three (3) or more members of the committee to overturn a decision that has been appealed to the committee.

7.5 **PART-TIME SALARY SCHEDULE**

7.5.1 Full-time Unit Members teaching overload, summer session instructors and paid substitutes shall be paid in accordance with the Salary Schedule for Academic Part-time/Overload Service (Appendix A).

7.5.2 Part-time Unit Members shall be paid in accordance with the Salary Schedule for Academic Part-Time Equity Teaching Assignments Fall/Spring Semesters Only (Appendix A), during those terms. Summer session shall be paid per section 7.5.1. This salary schedule will have one (1) row, Class D, added to the salary schedule and will be effective July 1, 2007.

7.5.3 When requested by the Dean to represent the District, the Unit Member shall suffer no loss of overload pay.

7.6 **EXTRA PAY ASSIGNMENTS**

7.6.1 Unit Members who volunteer for designated extra pay assignments shall receive additional compensation in accordance with the Extra Pay Assignment Schedule attached to this Agreement (Appendix A). Unless a Unit Member volunteers for such an assignment, such assignments shall be made in areas consistent only with a Unit Member's expertise and knowledge. ASO recognized club advisors shall be compensated with a stipend of \$1,250.00 per semester, with relevant job descriptions for the club advisors to be those set forth in the Associated Student Organization (ASO) Handbook.

7.6.2 Bargaining Unit Members assigned to coach within the intercollegiate athletic program shall receive additional compensation in accordance with the following provisions:

7.6.2.1 On-staff Head Coaches shall receive the following compensation:

7.6.2.1.1 The Coach shall be employed as an eleven (11) month employee in accordance with the provision of Article IV, subsection 4.1.2.

7.6.2.1.2 The Coach shall be scheduled for a total of ten (10) hours, or 8 LHE of reassigned time, during the season of the sport.

7.6.2.2 Off-staff Head Coaches shall be compensated at an amount equal to twenty-two percent (22%) of the annual salary of Class I, Step III of the contract employee salary schedule.

7.6.2.3 Assistant Coaches shall receive the following compensation:

7.6.2.3.1 The Coach shall be compensated at an amount equal to ten percent (10%) of the annual salary of Class I, Step III of the contract employee salary schedule. On-staff Assistant Coaches shall receive the following release time during the semester of assignment: Football - six (6) hours (4.8 LHE); all other sports - four (4) hours (3.2 LHE).

7.6.3 Any one-time off-the-schedule payments shall not apply to extra pay assignments.

7.6.4 District Funded Non-Contractual Stipends/Extra Pay Assignments are payments by the District to faculty who are assigned special assignments involving hours of

service and responsibility beyond the range of normal faculty assignments, and are not listed as an “Extra Pay Assignment” as delineated in Appendix A. They are awarded in lieu of and cannot be combined with reassigned time already offered for completion of the same project.

7.6.4.1 District Funded Non-Contractual Stipends/Extra Pay Assignments will compensated at the Unit member’s academic hourly lab rate. Stipends cannot be banked.

7.6.4.2 This article does not apply to stipends/extra pay assignments that are funded by outside entities (such as from a grant).

7.7 **SUBSTITUTION/OVERLOAD**

7.7.1 Unit Members who serve as paid substitutes shall be paid at the rate established on the Salary Schedule for Academic Part-time/Overload Service.

7.7.2 For Unit Members to qualify for substitute pay, the hours claimed must be in addition to their scheduled responsibilities. Scheduled responsibilities may be modified by mutual agreement between the instructor and his/her Dean to facilitate substitution.

7.7.3 Any Unit Member evaluated as Improvement Needed or Unsatisfactory shall not be eligible for an overload assignment until the Unit Member receives a subsequent satisfactory evaluation.

7.8 **REDUCED FACULTY SERVICE**

7.8.1 Qualified full-time bargaining Unit Members may apply for and shall be granted a reduced workload and maintain full-time retirement credit in accordance with Education Code Section 87483 as amended. Any further amendments to Education Code Section 87483 shall be incorporated into Section 7.8 of this Agreement.

7.8.2 Unit Members serving under the reduced faculty service program shall be granted annual increments in accordance with Article VII of this Agreement without regard to the percentage of service provisions of Sub-section 7.3.2.1.

7.9 **VOLUNTARY EARLY RETIREMENT CONTINUATION OF SERVICE:** Full-time Unit Members who meet the qualifications specified in Section 7.9.1 below shall be eligible for the Continuation of Service Program as outlined in 7.9.3 below.

7.9.1 **Qualification Requirements**

7.9.1.1 Satisfactory service in the Southwestern Community College District for a minimum of fifteen (15) years of full-time faculty service.

7.9.1.2 Must have reached the age of fifty-five (55) on or before June 30 of the college year preceding retirement.

7.9.1.3 Persons under the program must meet the qualifications for type of service approved.

7.9.2 **Application Procedures**

7.9.2.1 Applications must be submitted in writing during the last year of service and received by the Vice President for Human Resources prior to April 1 for June retirees or October 15 for December retirees. The application must specify the number of years being requested, the preferred dates of service, and the specified faculty assignment desired.

- 7.9.2.2 The applications of all applicants who meet the qualifications shall be referred to the Voluntary Early Retirement Committee.
- 7.9.2.3 The Voluntary Early Retirement Committee shall be composed of the Vice President of the area, the Vice President for Fiscal Affairs, and one member other than the applicant, appointed by the Association. For initial applications, the duties of the committee shall be: (1) Review all applications and recommend approval or disapproval to the Superintendent/ President; (2) Prepare a cost projection for each application; (3) recommend the specified assignment and the dates on duty for the first year of service. For application renewals, the Voluntary Early Retirement Committee shall: (1) Evaluate the past year's performance of the Unit Member requesting renewal; (2) Recommend to the Superintendent/President the continuance or discontinuance of the program; and (3) Establish the dates on duty and the service to be rendered by each participant recommended for continuance.
- 7.9.2.4 All committee recommendations shall be in writing, and a copy shall be provided by the committee to the applicant.
- 7.9.2.5 Those applications recommended by the committee and by the Superintendent/President for approval shall be recommended to the Governing Board for final approval prior to May 15 for June retirees or December 15 for December retirees.
- 7.9.2.6 Upon approval by the Governing Board, the District and the Unit Member shall enter into a written agreement which will stipulate the conditions of the assignment, the dates on duty for the first year, and the salary to be paid to the Unit Member. This Agreement shall be signed by the Unit Member and the Superintendent/President.

7.9.3 **Continuation of Service Program Agreement**

- 7.9.3.1 The Continuation of Service Agreement shall be for a maximum period of seven (7) years.
- 7.9.3.2 This Agreement is subject to annual renewal at the option of the Unit Member. The annual request for renewal shall be submitted in writing to the District no later than April 1 of the year preceding the year of requested service.
- 7.9.3.3 Participants will be annually evaluated by the Voluntary Early Retirement Committee, and those evaluations less than satisfactory may be denied renewal option if so recommended by the committee, and approved by the Superintendent/President.
- 7.9.3.4 Persons approved shall serve in a faculty position based on a ten (10) month or 11 month assignment for up to twenty percent (20%) of a full-time load, or six LHEs. Non-teaching faculty members shall serve up to twenty percent (20%) of a full-time load which is equal to two hundred twenty eight (228) hours.
 - 7.9.3.4.1 These assignments may take place in one (1) semester of the academic year or may be spread over two (2) semesters. Assignments may also take place during the summer session.
- 7.9.3.5 The salary for this service will be based on the Unit Member's last placement on the appropriate salary schedule computed on each year's current salary schedule or the maximum allowed by S.T.R.S., whichever is less. The S.T.R.S. maximum applies to all earnings from any public School

district and therefore the District must be notified of any employment with any other district including services paid as a substitute.

7.9.3.5.1 Any portion of an assignment that exceeds twenty percent (20%) of a full-time load for teaching faculty or two hundred twenty eight (228) hours for non-teaching faculty will be paid at the appropriate overload salary schedule rate.

7.9.3.6 Unit Members under this plan shall be required to be on campus on a prorated basis in accordance with the workload provision of this Agreement.

7.9.3.7 Any Governing Board controlled future changes in Section 7.11 of this Agreement shall not reduce any benefits for those retired Unit Members in the program at the time of the change.

7.9.3.8 Illness leave shall be granted participants in this program in the following amount: (1) Participants who are required to be on duty for thirty-five (35) days shall be granted each year one (1) day of non-accumulative illness absence leave; (2) Participants who have a teaching assignment shall be granted non-accumulative illness absence leave in an amount equal to the illness absence leave provided for part-time instructors teaching in the same semester or session in which the program participant is teaching. Illness leave under this section may only be used in the case of personal illness of the participant in the program.

7.9.4 SCEA agrees to the implementation of the 2018-19 Early Retirement Incentive proposed by the District. The parties agree that future compensation negotiations will include the funds that were saved by the District due to SCEA Unit Members acceptance of the 2018-19 Early Retirement Incentive.

7.10 **MILEAGE**

7.10.1 Any Unit Member required with written authorization from the Dean to use his/her vehicle on District business shall be reimbursed at the current I.R.S. established rate for all miles driven on behalf of the District.

7.10.2 Any Unit Member having annual contract duty at two (2) sites in a single day will be reimbursed mileage in excess of that normally traveled in accordance with regulations listed on the mileage form (Appendix E).

7.11 **PART TIME UNIT MEMBERS RETIREMENT PLANS**

7.11.1 Effective July 1, 2014, the District shall offer part-time Unit Members two retirement plan options: STRS Defined Benefit or STRS Cash Balance for all wages paid on or after July 1, 2014. Those employees who previously selected the Accumulation Program for Part-time and Limited-Service Employees (A.P.P.L.E.) may continue to participate in the A.P.P.L.E. program if they so choose.

7.11.2 The District's contribution to said retirement accounts shall be at the following rates:

(a) STRS Defined Benefit: per state law

(b) STRS Cash Balance: 4%, or as otherwise required by state law

(c) A.P.P.L.E.: 3.75%

7.11.3 The District shall be held harmless from liability in the event the employee fails to receive full retirement benefits, provided that the District has fully complied with all relevant program requirements.