ARTICLE 16 - SALARY AND HOLIDAYS FOR FULL-TIME FACULTY & ACADEMIC PROFESSIONALS & PART-TIME ACADEMIC PROFESSIONALS

16.1   Salary Placement. Initial salary placement for a new bargaining unit employee shall be determined by Management.

16.11  The initial salary placement of a new employee who meets the minimum education and/or experience requirements of the position shall be Step 1.

16.12  Advanced initial salary placement for directly relevant professional, business or industrial experience may be applied for new Academic Professionals and shall be applied for new full-time Faculty as follows:

16.121 Approved full-time paid teaching or applicable professional experience, one additional step for each three years completed.

16.122 Approved and applicable full-time paid applicable business or industrial experience, one additional step for each three years completed.

16.123 Part-time experience will be credited on a pro-rated basis.

16.124 The level of placement for any combination of education and experience shall not exceed Step 3 under normal circumstances. The maximum step may only be exceeded with the approval of the District President.

16.13  Salaries for employees who apply for and are hired into a different position within the bargaining unit shall be determined by the criteria in 16.12 of this Agreement. This change in positions may be to or from Instructor, Counselor, Librarian or Academic Professional employee categories.

16.14  A Faculty member relocated to an Academic Professional position following the elimination of the Faculty position, shall not suffer a loss in annual salary. Their salary shall be frozen until the salary range for that Academic Professional position exceeds the employee's salary. It is understood that the new positions may require additional days and/or hours but that the employee will receive the same compensation.

16.15  An Academic Professional employee who is promoted to an Academic Professional position at a higher grade level will be placed on the step of the new range that results in at least a 5% increase.

16.2   Annual Salary Increases

16.21  Full-time Faculty who have completed at least two-thirds of their appointment year and who have demonstrated satisfactory completion of the assessment plan and/or the assessment review, as applicable, in Article 7, shall progress one step on the Salary Schedule in effect as of September 1 of that year (Appendix A).

16.211 Academic Professionals who have demonstrated satisfactory completion of the assessment plan and/or assessment review, as applicable, in Article 7, shall progress one step on the salary schedule in effect as of September 1st of that year (Appendix B). Academic Professionals hired mid-year from January 1st to April 30th, are not eligible for a step increase but receive a pro-rated lump sum payment based on the hours worked by August 20th of that year (i.e., a proportionate share of the increase they would have received if they had been eligible for the step movement.) Academic Professionals hired on or after May
1st are not eligible for this increase. The pro-rated lump sum payment is paid on October 1st.

16.22 Employees granted a leave of absence without pay (for other than educational purposes or leave for service in appointed or elected office under Article 19.941) for two-thirds of their appointment year or for one-half of their appointment year in two consecutive academic years shall not advance to the next step on September 1. However, employees who complete an average of at least two-thirds of an appointment year during two consecutive academic years while on leave shall advance to the next step on September 1 following completion of the leave of absence.

16.23 An employee on a disciplinary probation, as provided in Article 22 of this Agreement, shall not receive an annual step increase. After the satisfactory completion of the improvement plan, the employee will receive her/his annual step increase retroactive to September 1 or a maximum of three months.

16.24 Employees on temporary appointments shall be placed and shall progress on the salary schedule in the same manner as all other bargaining unit employees.

16.3 Salary Schedule

16.31 Full-time Faculty Salary Schedule (Appendix A)

16.311 The Full-time Faculty Salary Schedule in Appendix A shall become effective with the September pay period of the applicable year (the October 1 pay date).

16.312 The Faculty Salary Schedule shall be in effect for Instructors, Counselors and Librarians for the duration of this Agreement. This salary schedule is based on 180 days (176 work days plus four holidays per year) and a 35-hour work week.

16.32 Academic Professional Salary Schedule (Appendix B)

16.321 The Academic Professional Salary Schedule in Appendix B shall become effective with the September pay period of the applicable year (the October 1 pay date).

16.322 The Academic Professional Salary Schedule shall be in effect for the duration of this Agreement. This salary schedule is based on a 2,080 hour appointment year. Compensation for part-time Academic Professionals shall be pro-rated to their FTE or authorized hours of work.

16.323 Changes in Academic Professional Salary Classification Level. Salary placement upon promotion or reclassification to a higher level shall be at a step on the higher level that provides for a salary increase. The salary of an Academic Professional assigned to or reclassified to a lower level position shall be held at the same amount until the salary schedule "catches" up to and exceeds that amount. An Academic Professional who applies for and is appointed to a position at a lower level shall be paid the salary at the level in accordance with 16.1.

16.324 Teaching Stipend for Academic Professionals

16.3241 The teaching stipend will be paid to Academic Professionals only if they are providing services which are not listed in Article 5.7.
16.3242 The teaching stipend will be paid to the Academic Professional for instruction done in the classroom as a regular part of a program curriculum.

16.3243 The teaching stipend for Cooperative Education courses, as required under the provisions of Article 5.2, may be paid the term following the term in which the teaching was performed.

16.3244 The teaching stipend shall be based on the difference between the Academic Professional's current hourly rate and the hourly overload rate as described in Appendix C. The difference shall be multiplied by the total hours taught during the term.

16.3245 Academic Professionals who teach outside of their regular assignment will be paid at the Faculty overload rate contained in Article 8.

16.3246 Academic Professionals will teach no more than an average of ten hours per week over a term.

16.325 An Academic Professional in a job assignment which requires bilingual skills (including sign language) shall receive additional premium compensation of 5%, unless the bilingual requirement is already included in and factored into the job classification description.

16.33 Temporary Faculty Salary Schedule: Temporary one or two term Faculty shall be paid at the hourly rate from the appropriate salary schedule on Appendix A.

16.34 Fourth Term Employment Salary Schedule for Full-time Assignments. (See Appendix A.)

16.4 Other Pay Topics

16.41 When the appointment year is less than 2,080 hours for Academic Professionals, the monthly payment shall be based on the hours worked that month. The salary of an employee on a full or partial leave of absence shall be as provided in Article 19.924 of this Agreement.

16.42 The salary of an employee who fails to complete the required work schedule during the appointment year shall be adjusted based on the percentage of work schedule completed.

16.43 Faculty who have individual appointment years which begin on July 1 of each year actually receive two months of advance pay. In the event a termination (resignation, retirement, dismissal) or leave without pay occurs before the end of the appointment year, the Faculty's salary will be adjusted based on the number of work days completed. The Faculty must reimburse the College for any overpayment.

16.431 Faculty members who wish to attend such overpayment may apply to the Human Resources Department to have their appointment year changed to September 1 under one of the following options:

a. Pay back the two months in one year (annual salary divided by fourteen months).

b. Pay back the two months in two years (annual salary divided by thirteen months for two years).
c. Elect to receive no pay for the months of July and August for one year.
d. Make other arrangements acceptable to the Payroll Department.

16.44 In some instances issues of recruitment or retention created by labor market conditions may make it necessary for the College to make supplements to pay for particular skills or knowledge required in a subject area. When such conditions exist, Management may make special supplements to compensation in the form of a supplement to base pay (or other appropriate means of compensation) for all full-time Faculty in the subject area.

16.441 These supplements are temporary and may be subject to changes (increases or reductions) or discontinued when no longer warranted by competitive labor market data. Supplements, once implemented, will be reviewed at least every two years. The maximum value of such supplements shall not exceed the difference in value between the employee’s current step on the Faculty Salary Schedule and the top step or 5% of their current step, whichever is greater. For those Faculty at the top step, the maximum value of the supplements shall not exceed 5% of the top step.

16.442 Before implementing or discontinuing such adjustments, Management will provide supporting information on labor market conditions and the recruitment/retention issues the College has experienced to the Faculty Federation for discussion during a regularly scheduled CAM.

16.5 Holidays

16.51 Faculty Holidays - There shall be four paid holidays annually included as part of the 180-day appointment year designated as follows:

16.511 Faculty members scheduled Fall, Winter, Spring:

VETERAN'S DAY
THANKSGIVING and the DAY AFTER MEMORIAL DAY

16.512 Faculty members scheduled Winter, Spring, Summer:

NEW YEAR'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY

16.513 Faculty members scheduled Summer, Fall, Winter:

INDEPENDENCE DAY
VETERAN'S DAY
THANKSGIVING and the DAY AFTER

16.514 Temporary one or two term Faculty shall be entitled only to those holidays listed under Article 16.51 which occur during the period in which they are employed.
16.52 Academic Professional Holidays. Academic Professionals shall be paid for eleven holidays (88 hours) per year. These holidays are:

INDEPENDENCE DAY
LABOR DAY
VETERAN'S DAY
THANKSGIVING DAY AND THE DAY AFTER
DAY BEFORE CHRISTMAS
CHRISTMAS AND THE DAY AFTER
NEW YEAR'S DAY
MARTIN LUTHER KING DAY
MEMORIAL DAY

In the event that a designated paid holiday falls during an employee's scheduled paid vacation leave, that holiday shall not be charged against vacation leave but shall be paid as a holiday. If the holiday falls on an employee's scheduled day off, the employee shall be granted an alternate day off as close as feasible to the holiday. Holidays for part-time Academic Professionals shall be pro-rated to their FTE or authorized hours of work.

16.53 Work days shall not be scheduled for employees when the College is closed for a holiday other than those specified above. Employees on approved unpaid leave of absence shall be entitled only to holidays provided in Article 19.924. Holidays falling within the period of a paid professional leave shall be included as part of that leave and shall not serve to further reduce the number of work days to be completed.