

Technical Instructors Bargaining Organization
(TIBO)

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE SAN DIEGO COMMUNITY COLLEGE
DISTRICT**

AND

**THE TECHNICAL INSTRUCTORS BARGAINING
ORGANIZATION
(TIBO)**

**NTTC CORRY STATION
PENSACOLA, FLORIDA 32501**

Effective October 1, 2007 – September 30, 2012

AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES
OF THE
SAN DIEGO COMMUNITY COLLEGE DISTRICT
AND THE
NAVAL TECHNICAL TRAINING CENTER, CORRY STATION PENSACOLA
TECHNICAL INSTRUCTORS BARGAINING ORGANIZATION (TIBO)

The following Agreement has been reached by designated representatives of the Board of Trustees of the San Diego Community College District and the Naval Technical Training Center - Technical Instructors Bargaining Organization in accordance with the California Educational Employment Relations Act. Provisions of this Agreement are effective October 01, 2007 through September 30, 2012.

Marty Block, President
Board of Trustees
San Diego Community College District

Jere Dobson
Chief Steward, TIBO

Date: August 30, 2007

SAN DIEGO COMMUNITY COLLEGE DISTRICT
NAVAL TECHNICAL TRAINING CENTER - TIBO
AGREEMENT

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ARTICLE I - AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the San Diego Community College District ("Board") and the Technical Instructors Bargaining Organization (TIBO), an employee organization. The signatories shall be the President of the District Board of Trustees and the Chief Steward of TIBO. The District recognizes the TIBO as the exclusive representative of San Diego Community College District instructors at the Naval Technical Training Center (NTTC) Corry Station, Pensacola in accordance with the certification issued by the Public Employment Relations Board (PERB) dated June 7, 2001, Case No. LA-RR-1070/Unit Recognition, pursuant to a Voluntary Recognition.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7 of Division 4, Title 1 (Sections 3540-3549) of the Government Code ("Act").
- 1.3 The Board recognizes the TIBO as the exclusive representative of all full- and part-time instructors in the program recognized by the Public Employee Relations Board, excluding management, supervisory and administrative employees.
- 1.4 Reference to "instructor" shall include "lead" instructors.

ARTICLE II - EMPLOYEE GROUP RIGHTS

2.1 Bulletin Boards

The TIBO shall have the right to use designated employee bulletin boards. All materials posted or distributed must clearly contain TIBO identification and must be posted by a TIBO representative.

2.2 List of Employees

The District shall furnish TIBO with a list of employees represented by the unit within thirty (30) days of the beginning of the contract year and shall thereafter update such lists on a quarterly basis. Such lists shall include the following information: name, address, telephone number if available, and school. TIBO shall be given notice when any individual joins or leaves the unit.

2.3 Non-Discrimination

The District shall not interfere with, intimidate, restrain, coerce, or discriminate against instructors because of the exercise of rights, organizational leadership, or membership in the TIBO.

No faculty member in the bargaining unit shall be appointed, reduced, removed, or in any way favored or unlawfully discriminated against because of his/her political opinions or affiliations, or because of race, sex, sexual preference, national origin, religion, marital status, domicile, age, or physical handicap.

2.4 Seniority

2.4.1 Probationary Employee

Defined as a new employee who has not yet achieved certification. Employment of probationary employees shall be as defined in Article 2.10.1.

2.4.2 Application of Seniority

For the purpose of operating under this Agreement, employee seniority dates will be based on their date of hire with San Diego Community College District.

2.4.3 Layoff and Recall Procedures

If it becomes necessary during any Federal contract year because of Federal contract modifications, insufficient funds, loss of enrollment, or an emergency caused by an act of nature, to decrease the number of instructors, performance evaluations as well as seniority with the District shall be considered. The seniority list shall be based on seniority date. Employees who are laid off due to lack of work will be recalled based on their established seniority, performance evaluations and certification within subject areas.

ARTICLE II - EMPLOYEE GROUP RIGHTS (Continued)

2.4.4 Loss of Seniority Rights

Employees in the work force who have established seniority and are displaced through no fault of their own, may be recalled to the work force within a one year period without loss of seniority. When the displaced individual is recalled he shall be placed on the seniority list based on his original seniority date, if not laid off for more than one year. The District will not bump junior employees when reinstating displaced employees and/or Management/Supervisory personnel back into the work force. These employees will be subject to the layoff and recall procedures stated above, as they pertain to the seniority list.

Seniority rights shall be forfeited and the employee shall be deleted from the seniority lists when an employee:

- a. Resigns
- b. Is discharged for cause.
- c. Is laid off in excess of one (1) calendar year due to lack of work.
- d. Takes a leave of absence in excess of three hundred and sixty-five (365) calendar days unless such absence is due to a covered injury or illness.
- e. If he fails to return to work within ten (10) days of a recall notice, unless a satisfactory reason is given.
- f. If he accepts other employment while on an approved leave of absence without prior permission from management.

2.5 Recall Notice

An employee shall be recalled by certified mail, return receipt requested, mailed to the employee's last known address of record. The postmark on the return receipt requested shall be the date of notification of recall.

2.6 Management Seniority

Any management personnel or any employee from the bargaining unit who accepts a management position in the future will continue to accrue seniority for a period of two years, after which his seniority will be frozen for bargaining unit purposes in the event such employee returns to the bargaining unit.

2.7 Transfers and Vacancies

All vacancies and all new jobs shall be placed on the bulletin boards. Such bulletins will be posted on the bulletin boards in all work areas. The bulletin will state the number of jobs to be filled, the scheduled location of the job, the shift, the rate of pay for each job to be filled, and a description of the work required.

ARTICLE II - EMPLOYEE GROUP RIGHTS (Continued)

When vacancies occur as a result of either attrition or contract expansion, the opportunity for additional qualifications will be afforded to instructors who meet contract criteria for the particular course(s) in which there is a vacancy. All bids will be made in two (2) written copies. One of each shall be furnished to the District and one to the Shop steward in the department in which the vacancy or new job exists.

- (A) An advisory board consisting of the Associate Deans and the appropriate Lead Instructor(s) will be formed to:
- (1) Analyze vacancies and to ascertain the feasibility of meeting contract requirements by distributing the assigned work to all qualified faculty in that discipline in lieu of hiring replacement personnel. The board's primary consideration is to assure adequate staffing levels to meet the demands of the contract. The board will submit a plan of action to the Contract Manager for his concurrence.
 - (2) Determine the feasibility of expanding work hours of current qualified faculty to undertake curriculum development projects prior to hiring additional staff to perform these functions.
 - (3) Examine the qualifications and seniority of current faculty members desiring/required to transfer to other school areas to ascertain their fitness for such transfer and to make appropriate recommendations to the Contract Manager.
 - (4) Examine the qualifications and seniority of current faculty and make appropriate recommendations to the Contract Manager when it becomes necessary to decrease the number of instructors.
 - (5) Examine the qualifications and seniority of current instructors and make recommendations to the Contract Manager for promotion to lead/assistant lead instructor when such vacancies occur.
 - (6) The most qualified applicant with the highest seniority shall be selected to fill the vacancy or the newly created job.
 - (7) The Chief Steward or the appropriate shop steward(s) will be advised of the time, place, and purpose of each board and may attend as an observer if he/she so desires.
 - (8) The District will, following the selection, announce the appointment on the bulletin board, together with the seniority date of the successful bidder.

ARTICLE II - EMPLOYEE GROUP RIGHTS (Continued)

- (B) Temporary jobs not expected to exceed thirty (30) days may be filled by the selection of the senior employee. If selection of the senior employee would impair efficient operations, the next most senior employee shall be selected. At the end of the thirty (30) days, if the job still exists, it shall be deemed a permanent job and it will be placed on the bulletin boards.
- (C) In the event that no employee is qualified for a job the District may fill the position from outside the bargaining unit.

2.8 Information

The Board shall make available to TIBO upon request a copy of all policies and procedures applicable to the terms and conditions of this Agreement.

2.9 Site Visitation

Upon presentation of appropriate clearance, TIBO representatives shall have the right to enter onto all City College sites at NTTC Pensacola to discuss TIBO business with District employees. Conferences or meetings with groups or individual unit members, should they become necessary or desirable, shall be scheduled so as not to interfere with classes or disrupt normal training functions, including the performance of any employee's regular duties.

2.10 Term of Employment

2.10.1 Probation for New Employees

All new instructors shall be placed on probationary status starting upon commencement of employment and ending after the completion of their initial instructor certification. Employment of probationary employees is at the sole and absolute discretion of the District. An employee terminated for any reason during the probationary period has no mandatory recall or reinstatement rights. The District may terminate or transfer probationary employees at its discretion and such actions are not subject to the Grievance Procedures.

2.10.2 Offers of Employment

At the time of hire under a new military contract each instructor shall be offered an Offer of Temporary Employment for Instructors in Categorically Funded Projects (OTE) for a period of up to one (1) year (date of contract renewal of the military contract). At the beginning of the contract year following an instructor's initial certification, s/he will be offered an OTE for the remainder of the military contract, plus any extensions. Upon ratification of this Agreement all current certified Instructors will be offered employment for the duration of this contract plus any extensions.

ARTICLE III - MANAGEMENT RIGHTS

3.1 The District on its behalf, and on behalf of the residents thereof, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California and of the United States not specifically modified by this Agreement or the Service Contract Act.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 Definitions

- 4.1.1 A grievance is an alleged misinterpretation, misapplication, or violation of the specific terms of this Agreement, which affects an employee covered by this Agreement in his/her employment relationship.
- 4.1.2 A grievant shall mean an individual unit member, a group of unit members having the same grievance, or TIBO.
- 4.1.3 Days shall exclude Saturday, Sunday, and federal holidays listed in the contract with the Navy.
- 4.1.4 District shall mean the San Diego Community College District.
- 4.1.5 Board shall mean the Board of Trustees of the San Diego Community College District.

4.2 Procedure

Representation

Any employee may at any time present grievances to the District, and have such grievances adjusted, without the intervention of TIBO representation as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement (CBA); provided that the District shall not agree to a resolution of the grievance until the TIBO has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

The grievant shall have the right to be accompanied by TIBO representative at each step. The TIBO representative may be the Shop Steward or Chief Steward.

Informal Discussion

The instructor may meet with the Shop Steward/Chief Steward to discuss issues, which may be grievable. If the Shop Steward/Chief Steward determines the issues are not grievable, the instructor may meet informally with the Contract Training Manager to discuss these issues in an attempt to resolve them. If the issues are grievable, the instructor may prepare a written grievance under Step 1.

Step 1

The grievant shall reduce the allegation, including specific sections of the Agreement believed to have been violated and the remedy sought, to writing on the Grievance Form and shall submit it to the Contract Training Manager no later than twenty (20) calendar days after the occurrence of the alleged violation. The Contract Training Manager shall respond to the grievance in writing within ten (10) working days following receipt of the written grievance.

ARTICLE IV - GRIEVANCE PROCEDURE (Continued)

Step 2

If the written response in Step 1 is not received within ten (10) working days, or the reply is not acceptable to the grievant, the grievant may, within ten (10) working days from receipt of the written response from the immediate supervisor or the due date of the response, file an exact copy of the grievance with the Contract Training Manager. The Contract Training Manager shall respond to the allegation in writing to the grievant within ten (10) working days following receipt of the grievance.

When the Contract Training Manager determines that the grievance is beyond his/her authority to adjudicate or the remedy is beyond his/her authority to grant, he/she shall notify the grievant and forward the grievance form to the Director, Military Education and who will provide a written decision within the same ten (10) working day period.

Step 3

Within five (5) working days of the receipt of the written decision in Step 2, the parties may mutually request mediation through the State of California Mediation and Conciliation Service.

Step 4

Within ten (10) working days following receipt by the grievant of the decision at Step 2 or within five (5) working days of the conclusion of mediation, the grievance may be submitted to advisory arbitration. The request for advisory arbitration shall be made by the TIBO or the Assistant Chancellor, Human Resources and Administrative Services to the State Mediation and Conciliation Service. The person selected as the advisory arbitrator by the parties shall convene a hearing and subsequently provide the District and the TIBO with his/her advisory decision. Fees and expenses of the arbitrator shall be borne equally by the District and TIBO.

The District agrees to request a California State mediator and/or a Federal Mediation and Conciliation Service (FMCS) list of arbitrators who would travel to Pensacola at no cost to the parties. In the event that such mediator and/or arbitrator is not available within a reasonable time, the parties agree to request a mediator from FMCS and providing service to Pensacola. In the event an arbitrator is required a list shall be requested from the AAA. Rules for selecting an arbitrator shall be those published by AAA.

Step 5

Issues relating to matters of dismissal for cause or retroactive monies will be submitted for advisory arbitration. All other issues will be submitted for binding arbitration. Fees and expenses of the arbiter shall be borne equally by the District and TIBO.

ARTICLE IV - GRIEVANCE PROCEDURE (Continued)

4.3 Additional Delineations

- 4.3.1 Individuals involved in the grievance procedure, whether as a grievant, a witness, a representative of TIBO or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal as a result of any lawful participation in the grievance.
- 4.3.2 During the course of any investigation of a properly filed grievance, the District shall cooperate and furnish such public information as requested in accordance with this procedure.
- 4.3.3 A grievant may withdraw the grievance at any level. The withdrawal of a grievance shall not in any other grievance or case constitute a precedent, which may affect any similar cases occurring thereafter.
- 4.3.4 If a grievant files any claim or appeal on the same matter through any process within or outside the District, the District and TIBO shall not be required to process the same claim or appeal under this procedure.
- 4.3.5 Time limits may be extended by mutual agreement.
- 4.3.6 Failure of a grievant or the District to act within the prescribed time limit will cause the matter to automatically proceed to the next step.
- 4.3.7 An investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities of the grieving employee or staff.
- 4.3.8 The grievance cannot proceed to arbitration without the approval of TIBO.

ARTICLE V - WORKING CONDITIONS

5.1 Service and Equipment

The District shall provide necessary support services and equipment to the TIBO instructors for the carrying out of their instructional assignments.

5.2 The District shall have the right to establish and change work schedules and starting times. In general, however, the following apply:

5.2.1 Work Week - Contract Instructors

The Standard Training Workweek as defined by Navy instructions consists of five (5) consecutive days, normally Monday through Friday, of eight (8) hours per day and forty (40) hours per week. The workweek of San Diego Community College District instructors under this contract shall be scheduled within the timeframe of the Standard Training Workweek.

5.2.2 Work Year - Contract Instructors

(a) The work year for hourly paid instructors under this contract shall be 187 workdays for a total of 1496 hours per year.

(b) All instructors shall be paid ten (10) holidays per year.

5.2.3 Lunch Periods

Duty free lunch periods (minimum length sixty (60) minutes) are set by each office or course according to its own training schedule. Lunch periods are without pay.

5.2.4 Assignment to Shifts

Where a course is taught in more than one shift, the on-site Training Manager may assign instructors in the course to any shift, as required to accomplish the teaching workload. All such assignments will be considered transfers and, as such, will comply with stated seniority policy.

5.2.5 Cross-Training and Cross-Assignment

As needed, Instructors may be cross-trained in different phases of a complex course, or cross-trained into another course at San Diego Community College District expense (unless an instructor desires to cross-train for his/her own reasons). Instructors may be assigned to teach in any course where qualified and approved by the military school director in charge of that course. Any such assignment will be considered a transfer and, as such, will comply with the stated seniority policy.

ARTICLE V - WORKING CONDITIONS (Continued)

5.2.6 Instructor Work Assignment

- (a) Instructor work includes tasks normally performed in the process of delivery of instruction, i.e., classroom teaching, remedial instruction, student counseling, curriculum maintenance, curriculum development, teaching in a laboratory, testing, developing test items, serving on academic review boards, in-service training, etc. Instructors may also be assigned to any one of the teaching areas, as required by workload.
- (b) When the Navy exercises options of Curriculum Development Services as a separate CLIN, instructors who are subject matter experts in that course may be temporarily relieved of duties as an instructor and assigned to the curriculum development team as is necessary to meet the demands of the contract. This may require assignments of up to forty (40) hours per week on the curriculum development effort. If the curriculum development effort allows, instructor(s) may conduct the curriculum development in addition to their regularly assigned teaching load.

For any curriculum development assignment instructor will be compensated at \$1.00 above the base wage as defined on Salary Schedule A.

5.2.7 Unscheduled Work

When an instructor is not scheduled for a period of five (5) or more consecutive work days without pay, the lead instructor shall fill out the proper form indicating that instructor is on furlough and forward it to the Contract Training Manager for approval.

5.2.8 Stand-Down Time

In the event classes must be accelerated because of a Government instituted stand-down time, the time of the stand-down will not be deducted from the instructor's annual contracted hours. Each period worked during make up time will count as a full hour toward the instructors annual contracted hours.

ARTICLE VI - PERSONAL RIGHTS

- 6.1 The employer recognizes that no employee shall be subject to sexual harassment on the job as defined in the District policy.
- 6.2 Personnel File
- 6.2.1 Each unit member shall have the right, upon request, to review the contents of his/her own District personnel file which is maintained in the Contract Training Manager's office.
- 6.2.2 A representative chosen by the faculty member may, at the faculty member's request, accompany the faculty member in this review.
- 6.2.3 Unit members and the individual introducing material to the file shall be required to sign and date evaluations, reprimands, warnings, or other statements concerning unit member's performance or conduct. Refusal by the unit member to sign that they have reviewed material for submission to be filed shall be witnessed by a third party, signed by them as a refusal and filed as such.
- 6.2.4 The unit member reserves the right to include in the file a written response to all material placed in the file which shall be attached to the material in question.
- 6.2.5 The unit member shall have the right to include in the file any material or information considered germane to the unit member's professional career.
- 6.2.6 Any material of a derogatory nature shall be retained for the duration of the government contract and returned to the instructor at the conclusion of the contract or three (3) years from the date of the occurrence whichever is later.
- 6.2.7 Any disciplinary action taken to dismiss, demote, or suspend the faculty member, shall be based upon documents which are components of the Contract Training Manager's file.

ARTICLE VII – WAGE RATES

SAN DIEGO COMMUNITY COLLEGE DISTRICT
TECHNICAL INSTRUCTORS BARGAINING ORGANIZATION

The following wage rates will be effective beginning October 01, 2007:

Wage Schedule A

October 01, 2007	\$22.33
October 01, 2008	\$23.23
October 01, 2009	\$24.16
October 01, 2010	\$25.13
October 01, 2011	\$26.14

7.1 WAGE SCHEDULES

Wage Schedule A applies to all personnel assigned work as an Instructor as defined by Department of Labor Directory of Occupations.

7.2 LEAD INSTRUCTORS

Any employee designated as Lead Instructor shall be paid \$150 per month in addition to his current wage rate. Lead Instructors will be appointed by the Contract Training Manager.

7.3 METHOD OF PAYMENT

Direct deposits or pay warrants will normally be delivered for each regular contract employee and temporary hourly employee twice monthly, on the 15th and last working day of the month in which the employee works.

7.4 BONUS

All award fees will be divided up by the Contract Training Manager and distributed to the San Diego Community College District instructors employed at NTTC Corry Station, Pensacola on the last payday of the month, of the month following receipt by the District.

7.5 SHIFT DIFFERENTIALS

Any instructor assigned to work a regular, continuing schedule of eight (8) hours per day, in which one-half (1/2) or more of the shift is worked between 10:00 p.m. and 6:00 a.m. shall be entitled to shift differential pay. Shift differential pay will amount to be \$.50 per hour in addition to the current wage rate. Instructors so assigned shall have a minimum of one-half (1/2) hour luncheon break included within the eight (8) hour shift.

ARTICLE VIII - DISTRICT BENEFITS

8.1 Contract Instructors are Entitled to these Benefits:

- 1) Paid holidays. All instructors shall be paid ten (10) holidays per year. Pay for such holiday will be computed at the hourly rate, plus health and welfare.
- 2) Health and welfare benefit will be paid at \$3.16 per hour of work or as determined by the Department of Labor under the Service Contract Act for the Pensacola area, whichever is the greater amount. All future increases will be determined by the Department of Labor under this Act.
- 3) District-paid group long-term disability and life insurance.
- 4) Ten (10) days of sick leave per year.
- 5) District shall offer the Internal Revenue Code Section 125 Plan for its employees. This code allows employers to structure benefit plans to provide options to its employees. Employees in qualified plans are allowed to earmark pre-tax dollars toward specific uses for health and dependent care. District offers employees participation in its Flex Plan for health care expenses and dependent care expenses. Amounts included in the Flex Plan generally would not be subject to federal, state, or social security taxes.

It is understood that the District has made no representation regarding tax or other consequences of the Flex Plan with regard to any particular employee or group of employees, and that any questions by an employee should be directed to his or her personal financial, legal, or tax advisor.

- 6) All employees shall be given specific information on the benefits package during orientation.
- 7) Life Insurance coverage is charged at the rate of \$0.02 per hour. It is understood that this is paid directly to the District for life insurance coverage for the instructors and is not part of the federally mandated Health and Welfare rate as stipulated in the Wage Determinations.

8.2 Application for Benefits - General Information

- 8.2.1 Specific information regarding sick leave, short and long-term leave, personal business, personal necessity, industrial accident leave, and vacation follow.
- 8.2.2 All leave requests of any nature shall be in writing, upon the appropriate form prescribed and provided by San Diego City College. Requests shall be submitted to the Contract Training Manager in advance of the intended leave. Leaves of an emergency nature may be secured by verbal request but require the appropriate request form upon return to duty.

ARTICLE VIII - DISTRICT BENEFITS (Continued)

8.2.3 Immediate family shall include:

- a. The employee's current spouse, guardian or ward, and any relative or person living in the employee's immediate household; and
- b. The employee and his/her current spouse's mother, stepmother, father, stepfather, grandparent, child, grandchild, stepchild, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, stepbrother, and stepsister.

8.3 Sick Leave Allowance

8.3.1 Employees with full-time assignments shall be entitled to ten (10) days of sick leave per year and shall accrue the sick leave at the rate of 6.667 hours per month of paid service, beginning with the first month in which the employee begins work in the District on or before the fifteenth (15th) of the month. The accrual shall be proportionate for assignments other than full-time. Unused, full-salary sick leave shall accrue without limitation. Any time taken as sick leave, which, upon termination does not have a sufficient accumulation from which to draw shall be recovered from the employee.

8.3.2 Half-Time Sick Leave

Full-time faculty shall have a potential of 100 (one hundred) workdays of sick leave at half-salary. The actual half-salary days awarded each year shall depend upon the number of full-salary sick leave days accrued. Half-salary days shall be awarded if the total of full-salary days does not exceed 100 (one hundred) workdays, plus the current year's entitlement. Faculty may continue on half-salary sick leave from one (1) fiscal year (July 1 - June 30) to the next and shall be eligible for a new entitlement of half-salary sick leave annually.

When an employee is on half-salary sick leave at the end of a fiscal year and continues to be absent due to illness into the next fiscal year, he/she shall be placed on full-salary sick leave to the limit of the new year's entitlement from the previous year and then be returned to half-salary status until the remaining half-salary sick leave entitlement is exhausted.

When the faculty member has been medically cleared and has returned to the regular duty assignment for one (1) day, a new half-salary leave allowance will be established for the new fiscal year.

ARTICLE VIII - DISTRICT BENEFITS (Continued)

8.3.3 Authorized Uses of Sick Leave

Absence from duty because of illness, injury, exposure to contagious disease, or disability due to pregnancy shall constitute proper uses of sick leave. Accumulated benefits may also be used for personal necessity, herein defined, and in connection with leaves arising from industrial accident and illness. Absence from work for three (3) or more days shall constitute the need for a physician's certification of sickness. However, Management reserves the right, upon prior notification, to require a physician's certificate at any time when an employee is on sick leave.

8.3.4 Illness While on Duty

Employees who report for duty and are unable to continue because of sudden illness will be counted as absent for the number of hours and minutes not worked. Minutes shall be a minimum of fifteen (15) minute intervals.

8.3.5 Work While Convalescing

During an illness or while convalescing, an employee who has been on sick leave for thirty (30) calendar days or more may return to work only when written clearance of the attending physician is provided indicating recovery and fitness to resume a full-range of normal duties as determined by management. Such clearance must be provided a minimum of three workdays prior to resuming work. Such written clearance shall include, but not be limited to, a full definitive statement indicating diagnosis, prognosis and treatment. An employee may not work part of a day (other than the first day of the leave) and collect sick leave benefits for the remainder of the day.

8.4 Personal Necessity Leave

8.4.1 A maximum of seven (7) days of accumulated, full-salary sick leave credit per fiscal year may be used for any of the following:

- 1) Death or serious illness of a member of the family. In the case of illness, there must be a need for the services of a physician and the immediate presence of the employee.
- 2) Accident involving the employee's person or property, or that of his/her immediate family.
- 3) Appearance in court as a litigant, or as a witness under an official order.

8.4.2 Absences for personal necessity may be taken in increments of fifteen (15) minutes and shall not be granted during a scheduled vacation or leave of absence.

ARTICLE VIII - DISTRICT BENEFITS (Continued)

8.4.3 Requests for personal necessity leave may be made orally to the immediate supervisor and, upon return to duty, the employee must file a completed application for benefits, prescribed and provided by the District. Verification may be required, including a signed statement by the employee and/or attending physician.

8.5 Discretionary Leave

A maximum of three (3) days of accrued sick leave per fiscal year may be used for personal reasons. This leave may be at the discretion of the instructor with a minimum of five (5) working days notice to the Contract Training Manager except for emergency matters. The leave may be taken in increments of one hour.

8.6 Short-Term Leave of Absence

8.6.1 Paternity/Adoption Leave

Upon the birth of a child, or to finalize arrangements to adopt a child, an employee, upon verbal request, shall be granted two (2) days of leave without loss of pay. Upon return to duty, the employee must submit the appropriate leave request form.

8.6.2 Bereavement Leave

Absence without loss of salary for a period not to exceed three (3) consecutive days (five (5) consecutive days if destination is over three hundred (300) miles of travel one way), may be granted to an employee upon the death of his/her immediate family as defined in Article 8.2.3

8.6.3 Leave for Court Appearance

When a monthly employee is required to appear as a witness in court, other than as a litigant, or to respond to an official order from another government jurisdiction for reasons not brought about through the connivance or misconduct of the employee, a leave without loss of salary shall be granted. The leave request form shall be submitted with a copy of the subpoena attached. Witness fees received by the employee shall be remitted to the Assistant Chancellor, Business Services, within ten (10) days of receipt of such fees.

8.6.4 Leave for Jury Duty

When responding to initial summons to determine eligibility for jury service, an employee shall be excused from duty with pay for a minimum of five days. Leave of absence shall be granted to any employee called for jury duty. Such leave will be limited to service on one (1) jury every three (3) years. Upon return to duty, the employee must present the summons and validation of attendance.

ARTICLE VIII - DISTRICT BENEFITS (Continued)

8.6.5 Military Leave

An employee shall be granted leave without loss of pay for the purpose of undergoing ordered preinduction physical examinations for the armed forces, and for the purpose of engaging in ordered temporary military training not to exceed thirty (30) workdays per school year. The leave request form shall be submitted in advance, with copy of official orders attached.

8.7 Long-Term Leave of Absence

8.7.1 Eligibility

Long-term leaves of absence, those in excess of thirty (30) calendar days, will be granted to employees for health (including pregnancy) or military leaves.

8.7.2 Length of Leave

Long-term leaves of absence may be granted for periods up to the end of the current contract year.

8.7.3 Salary Consideration

All long-term leaves are taken without salary, except the first thirty (30) days of military leave. Salary step increases are allowed only for military leave.

8.7.4 Retention of Earned Sick Leave

Employees on long-term leaves of absence shall retain any prior sick leave which may have accumulated, but shall not accumulate any additional sick leave rights during the leave period. All other District-paid health insurance benefits shall cease and shall not become effective until the employee returns to contract duty in a paid status.

8.7.5 Family Medical Leave (FMLA/Family Rights Act (FRA))

An employee who has more than one (1) year of continuous service, is also eligible for other leave benefits, and has at least 1,250 (one thousand two hundred fifty) hours of service in the twelve (12) month period preceding the leave request may be granted a continuous leave of up to twelve (12) weeks without pay to care for a parent, child, or spouse who has a serious health problem, or because of his/her own serious health condition that makes the employee unable to perform the functions of the position.

Family Medical Care Leave shall not be considered a break in service for purposes of promotion, seniority, or sabbatical leaves. Faculty granted a leave as defined above shall retain all employment benefits specified in this Agreement. Any faculty member granted leave under the terms of this Agreement shall be returned to his/her previous assignment (or an equivalent) following the completion of the leave.

ARTICLE VIII - DISTRICT BENEFITS (Continued)

8.8 Industrial Accident and Illness Leave

8.8.1 Authorized Use

Industrial Accident and Illness Leave is provided by the District for the purpose of augmenting temporary disability payments during absences due to on-the-job-injury or illness. All requests shall be filed with the Contract Training Manager within three (3) workdays of the commencement of the leave or upon return to duty, whichever is the lesser.

8.8.2 Leave Allowance

A maximum of sixty (60) working days of leave per accident may be granted to eligible employees. The leave allowance is reduced by one (1) day for each day of absence caused by or related to the on-the-job-injury, regardless of amount or method of compensation.

8.8.3 Compensation

An employee injured on the job shall receive temporary disability allowances as provided for in the Florida Labor Code and California Education Code. An employee will receive his/her full day's pay during the initial sixty (60) day leave allowance period. Thereafter, the employee will receive his/her normal pay (utilizing sick leave, vacation, or compensatory time accrued), plus any temporary disability allowance, the aggregate amount of which shall not exceed the employee's normal salary or temporary disability allowance, whichever is greater. The employee will be provided annually with a statement of all non-taxable temporary disability benefits received for filing with his/her income tax returns.

8.8.4 Leave Available Upon Expiration of Accident Leaves

Sick leave or other compensatory time off may be used in the following order:

- 1) The sixty (60) days' accident leave is paid first.
- 2) All regular full-salary sick leave is paid next.
- 3) Half-salary sick leave is paid next.
- 4) Compensatory time off may be used if absence due to industrial injury or illness exceeds the sick leave benefits for which the employee is eligible.
- 5) After all paid benefits are exhausted, the employee receives any remaining temporary disability benefits directly from the District's compensation claims administrator, and the employee may be placed on long-term health leave without pay.

ARTICLE VIII - DISTRICT BENEFITS (Continued)

8.9 Vacation Allowance

Employees earn vacation after specified periods of service. In lieu of this vacation, the District will adjust wages to include a prorated addition in lieu of vacation. As an example, after one year's service, the employee is entitled to two weeks of vacation. Commencing on the anniversary day of hire, an employee's hourly wage would be increased $10 \text{ days} \times 8 \text{ hours/day} \times \text{Wage rate (Article VII)} \div 2,080 \text{ hours/year}$.

8.10 Catastrophic Illness or Injury Leave

This Section will sunset on September 30, 2012, unless agreed upon by the parties.

Faculty members may contribute up to a maximum of five (5) accumulated sick leave days (a minimum of eight (8) hours and in one (1) hour increments thereafter) per faculty contract year to another faculty member within the unit. The parameters of the program are:

- a. The illness/injury of the faculty member or his/her immediate family requesting the receipt of leave days must be serious (life threatening or expected to incapacitate him/her for an extended period of time) as verified by a physician. The District may require the faculty member who is incapacitated to undergo an examination by a physician selected by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability;
- b. The contributions will be on an individual solicitation basis by TIBO after the faculty member makes the need known to the union representative or her/his appropriate manager, who will then contact the Contract Manager and the Payroll Manager;
- c. The ill/injured faculty member must have exhausted all accrued full salary paid leaves;
- d. Injuries or illness claimed for worker's compensation injuries whether or not approved, shall be excluded;
- e. A maximum of 120 additional paid sick leave hours may be utilized by each faculty member per catastrophic illness/injury;
- f. Sick leave days donated will be paid at the salary level of the faculty member who receives such days;
- g. TIBO shall indemnify and save harmless the District, its officers and employees from and against any and all claims, demands, liabilities, damages, costs (including reasonable attorney fees and court costs), suits and administrative proceedings arising out of or connected with employees giving or receiving sick leave time for catastrophic illness or injuries.

ARTICLE IX - PERFORMANCE EVALUATIONS

- 9.1 In addition to the annual CISO and technical evaluations conducted by the Navy, Contract Instructors shall be evaluated quarterly by SDCCD personnel on the following schedule.
- A. Evaluations shall be administered by:
 - 1. Contract Training Manager, one(1) evaluation per year.
 - 2. Lead Instructors, one(1) evaluation per year.
 - 3. Self-Evaluation, one(1) evaluation per year.
 - 4. Peer, one (1) evaluation per year;
 - 5. An annual comprehensive review with the Contract Training Manager to review all evaluations and critiques and assess the Instructor.
 - B. In the event of an adverse/unsatisfactory evaluation, management reserves the right to schedule periodic evaluations until the discrepancy has been rectified.
 - C. Until an Instructor is fully certified in accordance with Navy directives, he/she will be proctored at all times while teaching and will be evaluated on each lesson. When he/she is determined by the proctor to be ready for certification, he/she will be evaluated by the Lead Instructor and/or the Associate Dean before a certification request is initiated.

ARTICLE X - TRAVEL AND COMPENSATION

- 10.1 Faculty members shall be entitled to reimbursement for approved travel related to conferences, field trips, workshops, mobile training teams, or other District-related activities. Approval must be granted by the Director, Military Education or his designee prior to any trip.

ARTICLE XI – MISCELLANEOUS

11.1 Copies of this Agreement shall be provided to all unit members. Distribution to unit members shall be the responsibility of the District. The District and the TIBO shall share the cost of printing copies of the Agreement. New employees will be provided a copy of this Agreement on the first day of employment by the District.

11.2 Release time without loss of pay shall be made available by the District for instructors to participate in bargaining meetings with District representatives.

11.3 Union Representation and Union Activities

11.3.1 The Union shall inform the District in writing of the names of its Stewards, Officers, or Representatives who are accredited to represent it, which information shall be kept current by notifying the District in writing of each change of assignment. Effective change of assignment shall be the first workday after notification is received by the District. Only persons so designated will be accepted by the District as representatives of the Union.

11.3.2 Chief Steward

- (a) The District agrees to recognize one Chief Steward.
- (b) The Chief Steward shall be responsible for adjusting employee complaints or grievances occurring under his jurisdiction as provided for in the Grievance Procedure contained herein.
- (c) He shall be an employee of the District selected from among those employees whom he represents.
- (d) An employee while serving as a Chief Steward shall not be transferred or loaned from his site of jurisdiction so long as employees remain in the jurisdiction for which he is designated to serve.
- (e) If a Chief Steward, for reasons other than temporary absence becomes unable to fulfill his duties, resigns, quits or is otherwise terminated or discharged from employment, a replacement will be designated by the Union within five (5) working days to replace him.
- (f) The Chief Steward will serve as Shop Steward in his assigned building.

11.3.3 Shop Steward

- (a) The Union may appoint one representative per building (Shop Steward) for the purpose of coordinating grievances, complaints, or information with the Chief Steward.

ARTICLE XI – MISCELLANEOUS

- (b) The District and the Union may, by mutual agreement, establish additional Shop Stewards.
- (c) The Chief Steward and Shop Stewards will serve a term of one year and will be elected by the bargaining unit employees who are Union members.
- (d) The Union agrees to provide the District with a current list of representatives.
- (e) The Chief Steward and Shop Stewards shall meet and fill vacancies by appointment to fill any unexpired term of Chief Steward or Shop Steward.
- (f) Rules governing conduct at all buildings are the same as provided below in Section 4.

11.3.4 Departure from Work Assignment by Stewards to Investigate Complaints or Claims of Grievances

Each Steward shall notify and obtain permission from the Contract Training Manager before leaving his work assignment for the purpose of investigating complaints or claims of grievance on the part of employees or the Union in regard to such claim or grievance. Such permission shall be granted except where there would be substantial interference with the conduct of service to the customer. The Contract Training Manager may be present during any discussion relating to any complaint or grievance. However, upon the request of an employee or Steward, the Contract Training Manager shall authorize the Steward to participate in a private discussion with an employee relating to a grievance or complaint.

ARTICLE XII - SEPARABILITY AND SAVINGS

- 12.1 If any provisions of this Agreement are found to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except as permitted by law, but all other provisions will continue in full force and effect.
- 12.2 The parties shall meet not later than ten (10) days after such written decision by a court or tribunal to negotiate on the provision(s) affected.

ARTICLE XIII – DISCIPLINE

- 13.1 This Article is applicable to all faculty.
- 13.2 All faculty employees have the right to have a representative present at any meeting with management when meetings are disciplinary in nature.
- 13.3 The District shall maintain the right to reprimand, suspend with or without pay, demote in compensation or discharge any employee for just cause; and the employee, through the TIBO, shall have the right to grieve that action beginning at Step 3.
- 13.4 The appropriate manager shall be required to provide the following information to the employee in writing. The manager shall attempt to provide this information within ten (10) working days of the alleged violation.
- 13.4.1 The proposed disciplinary action,
- 13.4.2 A statement of charges,
- 13.4.3 The rule, regulation, practice, or policy violated,
- 13.4.4 Statement of employee's right to review or receive copies of any documents of evidence,
- 13.4.5 Statement of employee's right to respond orally or in writing or both, and
- 13.4.6 Right of employee to have representation.
- 13.5 Issues relating to dismissal for cause will be submitted for advisory arbitration. Issues relating to discipline other than dismissal for cause shall be submitted for binding arbitration. Fees and expenses of the arbiter shall be borne equally by the District and TIBO.
- 13.6 The disciplinary action shall become effective upon the date determined by the appropriate manager and shall not be delayed by the application of the grievance procedure. Mediator's recommendations or arbitrator's findings can provide for retroactive restoration of rights or compensation.
- 13.7 GROUND FOR DISCIPLINARY ACTION

Grounds for discipline are contained in Appendix I of this Agreement.

ARTICLE XIV – DURATION

The duration of this Agreement shall be from October 1, 2007 through September 30, 2012.

GROUNDS FOR DISCIPLINARY ACTION

The following is a list of some major reasons or causes for which discipline may be proposed. Depending upon the severity, consequence(s), and frequency of any cause(s), the level of appropriate discipline may vary from “warning” to “discharge.” The principles of progressive discipline shall be followed.

1. Falsification of personnel records or other documents;
2. Absence without reasonable cause and proper authority;
3. Unauthorized absence from the assigned duty station during the scheduled workday;
4. Threatening, coercing, intimidating, assaulting, or interfering with employees or supervisors at any time;
5. Misuse of, or unauthorized removal from the premises of, records, equipment, files, documents, or confidential information;
6. Making or publishing false or malicious statements concerning any employee, supervisor, or manager;
7. Theft or misappropriation of property of employees, the government, or of the District;
8. Permanent or chronic physical ailment or defect that incapacitates the employee from the proper performance of assigned duties even with accommodations;
9. Conviction of a criminal offense involving moral turpitude, which shall be construed to mean any act of baseness, vileness, or depravity; or any act contrary to justice and honesty; or any act done with deception or through corrupt motives. The commission of certain minor offenses does not fall within the scope of this definition.
10. Negligence or willful misconduct which has caused damage to public property or waste of public supplies;
11. Any conduct of such a nature that it causes discredit to the District. Examples are notoriety associated with arrests;
12. Incompetence or inefficiency in the performance of assigned duties;
13. Violation of any lawful or official policy, procedure, regulation or order, or failure to obey any lawful and reasonable direction given by the employee's supervisor when such an act results in loss, inconvenience, or injury to the District, the public, or other employees;

GROUNDS FOR DISCIPLINARY ACTION (Continued)

14. Soliciting or taking for personal use, a fee, gift, or other valuable thing in the course of assigned work, or in connection with the contributing party's expectation or hope of receiving favorable or better treatment than that afforded other persons;
15. Hindering the regular or normal operation of the office or site because of excessive absenteeism, disorderly conduct, neglect of duty, or performance while under the influence of alcohol or any illegal intoxicants;
16. Engaging in any activity which constitutes a conflict of interest;
17. Insubordination;
18. Sexual harassment.

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