

**NAVAL TECHNICAL TRAINING PROGRAM**

**AFT GUILD, Local #1931  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO**

**AGREEMENT**

**October 1, 2007 - September 30, 2010**

**WITH**

**SAN DIEGO COMMUNITY COLLEGE DISTRICT**

**POSTED  
July 2008**

AGREEMENT  
BETWEEN THE BOARD OF TRUSTEES  
OF THE  
SAN DIEGO COMMUNITY COLLEGE DISTRICT  
AND THE  
AFT GUILD, LOCAL 1931  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO,  
NAVY TECHNICAL UNIT

The following agreement has been reached by the designated representatives of the Board of Trustees and the AFT Guild, Local 1931, American Federation of Teachers, AFL-CIO, Navy Technical Unit, in accordance with the California Educational Employment Relations Act. Provisions of this Agreement are effective October 1, 2007 through September 30, 2010, unless otherwise specified herein.

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

\_\_\_\_\_  
Jim Mahler, President  
AFT Guild, Local 1931  
American Federation of Teachers, AFL-CIO,  
Navy Technical Unit

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SAN DIEGO COMMUNITY COLLEGE DISTRICT  
AMERICAN FEDERATION OF TEACHERS  
AGREEMENT

TABLE OF CONTENTS

ARTICLE I	RECOGNITION .....	1
ARTICLE II	EMPLOYEE ORGANIZATION RIGHTS.....	2
ARTICLE III	MANAGEMENT RIGHTS .....	5
ARTICLE IV	GRIEVANCE PROCEDURE .....	6
ARTICLE V	WORKING CONDITIONS .....	8
ARTICLE VI	UNIT MEMBER RIGHTS .....	9
ARTICLE VII	SALARY .....	11
ARTICLE VIII	LEAVES .....	14
ARTICLE IX	PERFORMANCE EVALUATIONS .....	24
ARTICLE X	TRAVEL AND COMPENSATION .....	25
ARTICLE XI	DISTRICT BENEFITS .....	26
ARTICLE XII	REEMPLOYMENT AND TIMELY NOTICE .....	27
ARTICLE XIII	MISCELLANEOUS .....	28
ARTICLE XIV	SAFETY .....	29
ARTICLE XV	ORGANIZATIONAL SECURITY .....	30
ARTICLE XVI	SEPARABILITY AND SAVINGS .....	32
ARTICLE XVII	DISCIPLINE.....	33
ARTICLE XVIII	DRUG AND ALCOHOL TESTING PROGRAM.....	37
ARTICLE XIX	DURATION AND CONDITIONS .....	43
APPENDIX I	EVALUATION CHECKLISTS.....	44
	INDEX .....	48

## ARTICLE I - RECOGNITION

- 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 Navy Technical Training Program, San Diego ("AFT"), an employee organization. The signatories shall be the President of the District Board of Trustees and President of the AFT. The District recognizes the AFT Guild, Local 1931 as the exclusive representative of Navy Technical Training Program instructors of the San Diego Community College District in accordance with the certification issued by the Public Employment Relations Board dated July 27, 2005, Case No. LA-DP-349-E, pursuant to a Board-conducted secret ballot election.
- 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 AFT as the exclusive representative of all full- and part-time instructors in the program recognized by the Public Employee Relations Board, excluding management and supervisory employees.

## ARTICLE II - EMPLOYEE ORGANIZATION RIGHTS

### 2.1 Board Minutes

The District shall furnish the AFT President with one (1) copy of all regular Board meeting minutes and one (1) copy of each meeting agenda. In addition, the office of the Director, Military Education or designee will provide copies of docket materials dealing with the military program.

### 2.2 Bulletin Boards

The AFT shall have the right to use designated employee bulletin boards, District mailboxes, and mail distribution service. All materials posted or distributed must clearly contain AFT identification and must be posted and mailed by an AFT representative.

### 2.3 Meeting Facilities

The District shall provide meeting facilities in District spaces not otherwise in use at no cost unless extra setup or custodial charges are incurred by the District in which case the AFT shall reimburse the District at cost. Navy and Marine Corps facilities may be made available with the permission of a responsible Naval or Marine Corps custodial authority. No cost for the use of facilities shall be charged.

### 2.4 List of Employees

The District shall furnish AFT 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. AFT shall be given notice within forty-eight (48) hours when any individual joins or leaves the unit.

### 2.5 Meetings

AFT shall have a right to appoint a representative to attend all Board meetings. Such representative may speak on behalf of the NTTTP unit members under the Exclusive Representative agenda item in addition to giving public testimony on items on the agenda or on non-agenda matters within the subject matter jurisdiction of the Board upon filling out and timely filing a speaker's slip.

#### 2.5.1 Naval Technical Training Program Meetings

AFT may elect a representative to attend all regular and special meetings of the District Governance Council (DGC).

### 2.6 Proposed Policy Changes

AFT shall receive, with docket materials, a copy of proposed policy revisions submitted to the Board.

### 2.7 Non-Discrimination

The District shall not interfere with, intimidate, restrain, coerce, or discriminate against Navy Technical Training Program unit members because of the exercise of rights, organizational leadership, or membership in the AFT.

## 2.8 Reduction-in-Force

2.8.1 If it becomes necessary because of federal contract modifications, insufficient funds, loss of enrollment, or an emergency caused by an act of nature, to decrease the number of unit members, the following principles shall apply in determining the order of unit members to be laid off (not in order of priority):

- (1) Last-in, first-out within subject area.
- (2) Job Performance. Management will not assess relative job performance in an arbitrary or capricious manner. Upon written request from an affected unit member or the AFT, management will explain in writing how job performance affects the order of layoff.

A unit member with more than 10 (ten) years of service will be exempt from lay-off until all those with less service in the areas in which the unit member is certified and qualified have been terminated.

Before an action to terminate personnel through layoff is taken, the Contract Training Manager will send a written notice to the affected unit member(s) and the AFT no less than fifteen (15) calendar days prior to the effective date of lay-off. Upon notice from the Navy that a program is to be discontinued, reduced in funding, or personnel are going to be laid off, the District must within three (3) working days of receipt of such notice send a written notice to the AFT communicating the Navy's decision.

2.8.2 "Within subject area" is defined as the department the unit member has worked in: i.e., AC&R School, Electrical School, JIT School, and Culinary Specialist School, etc. However, a more senior unit member whose position is affected by the layoff or who is affected by "bumping" due to the layoff, and who is qualified and certified, in accordance with the Statement of Work, to teach in another job assignment in another department, will be allowed to displace a more junior unit member in the other job assignment. The District will determine which junior unit member will be displaced under this provision, based on the needs of the programs and on the qualifications and certification status of the junior employees.

2.8.3 No new unit member appointments shall be made while there are unit members who were laid off within the past twenty-four (24) months due to reduction-in-force and who are qualified for the position and who are available for reinstatement. Reinstatements shall be made in the reverse order of the layoff (last laid-off, first re-hired).

## 2.9 Transfers/Promotional Opportunities

When vacancies in the Navy Technical Training Program, San Diego, occur, unit members currently in the program shall be notified of those vacancies prior to the job being advertised to the public. Unit members who desire to transfer to other subject areas shall submit a request in writing. The request must be submitted to the unit members' Associate Dean who shall make a recommendation on the request and forward it to the Contract Training Manager.

Transfer requests will be considered from any member of the bargaining unit to teach in the area where the vacancy occurs prior to advertising the vacancies to the public. If a transfer request is denied, then upon written request of the unit member the Contract Training Manager shall send the unit member a written reason for denial of the transfer request and shall send a copy to the AFT.

## 2.10 Other Duties

Periodically, under contract/agreement terms, the District is required to provide mobile training teams to teach specific courses of instruction outside the District. Every attempt will be made to

staff these training teams with qualified volunteers to teach the designated courses. However, in the event sufficient volunteers are not available, qualified unit members will be assigned these duties on a rotational basis. All mobile training team unit members shall be reimbursed in accordance with Article X.

When unit members are asked to attend meetings, conferences, seminars, special training or other District required activities, they shall be compensated in accordance with Article X.

## 2.11 Information

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

## 2.12 Site Visitation

Upon presentation of appropriate clearance, AFT representatives shall have the right to enter onto all Naval Technical Training Program sites in the District to discuss AFT business with Naval Technical Training Program 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.

## 2.13 New Contract Instructors

A subject matter expert from within the unit will be included in the selection process for new contract instructors when practical. An additional AFT-appointed representative may also serve in the selection process for new contract instructors, provided that there is no additional District expense resulting from such service. The time does not count toward the annual work hours and instead is "off-time" unless the AFT pays for any expense not reimbursed under the applicable contract with the government and alternative coverage for the AFT-appointed representatives' classes is available. In cases where the AFT appointed representative is also the subject matter expert selected by the District, an additional AFT representative will not be necessary.

## 2.14 Term of Employment

### 2.14.1 Probation for New Employees

All new unit members shall be placed on probationary status starting upon commencement of employment and ending six (6) months after completion of their instructor certification. Certification is by the Navy Contract Officer Representative (COR) for the CIP programs and the Learning Site Director (LSD) for the Force Protection/Anti-Terrorism programs. In the event that the Navy notifies the District of a change in the incumbent or the designation of the position authorized to certify instructors, the District will notify the AFT in writing.

### 2.14.2 Offers of Employment

Upon the award of a new military contract generating a position for which a non-probationary unit member is qualified and certified (and no more-senior unit member has re-employment priority) or upon the renewal of a current military contract containing such a position, each non-probationary unit member shall be offered an Offer of Temporary Employment for Instructors in Categorically Funded Projects (OTE) for the duration of the military contract. When a probationary unit member has reached non-probationary status, he/she shall be offered an Offer of Temporary Employment for Instructors in Categorically Funded Projects (OTE) for the duration of the military contract.

### 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.
- 3.2 It is also understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law except as limited by the specific and express terms of this Agreement. Included in, but not limited to those reserved duties and powers are the exclusive rights to determine and implement changes made necessary by Navy/Army regulations, requirements, and contracts. This provision applies to lawful changes, provided that the Navy/Army has the right and authority to require the change. Subsequent to implementation of such changes which impact matters within the scope of this Agreement, the District will immediately meet and negotiate with AFT on the impacts and effects of those changes on unit members.

## 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 An immediate supervisor means the individual who assigns, reviews, and directs the work of the aggrieved employee.
- 4.1.3 A party shall mean an individual unit member, a group of unit members having the same grievance, or AFT.
- 4.1.4 Days shall exclude Saturday, Sunday, and federal holidays listed in the contract with the Navy.
- 4.1.5 District shall mean the San Diego Community College District.
- 4.1.6 Board shall mean the Board of Trustees of the San Diego Community College District.

### 4.2 Procedure

#### 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 District/AFT Grievance Form and shall submit it to the immediate supervisor no later than twenty (20) days after the occurrence of the alleged violation. The immediate supervisor shall respond to the grievance in writing within ten (10) days following receipt of the written grievance.

#### Step 2

If the written response in Step 1 is not received within ten (10) days, or the reply is not acceptable to the grievant, the grievant may, within ten (10) 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 Director, Military Education, or designee. The Director, Military Education, or designee, shall respond to the allegation in writing to the grievant within ten (10) days following receipt of the grievance.

When the Director, Military Education, or designee, 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 Vice Chancellor, Human Resources and Administrative Services, or designee, who will provide a written decision within the same ten (10) day period.

#### Step 3

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

#### Step 4

Within ten (10) days following receipt by the grievant of the decision at Step 2 or within five (5) days of the conclusion of mediation, the grievance may be submitted to arbitration. The request for arbitration shall be made by the AFT or the Vice Chancellor, Human Resources and Administrative Services, or designee, to the State Mediation and Conciliation Service. The person selected as the arbitrator by the parties shall convene a hearing and subsequently provide the

District and the AFT with his/her decision. Fees and expenses of the arbitrator shall be borne equally by the District and AFT.

Issues relating to matters of dismissal or retroactive payments will be submitted for advisory arbitration. All other issues will be submitted for binding arbitration.

On matters submitted for advisory arbitration, the decision of the advisory arbitrator shall stand unless reversed by the Board of Trustees within ninety (90) days.

#### 4.3 Additional Delineations

- 4.3.1 Individuals involved in the grievance procedure, whether as a grievant, a witness, a representative of AFT 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 AFT 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 unit members.
- 4.3.8 The grievant shall have the right to be accompanied by the AFT representative at each step. The grievance cannot proceed to arbitration without the approval of AFT.
- 4.3.9 In matters relating to the appeal of discipline, the unit member may request arbitration without the consent of the AFT. In such case the unit member will bear all appropriate costs associated with such representation. In such cases in which the unit member does not have a constitutional "due process" right to a hearing, the unit member will bear half of the cost of the arbitrator.

## ARTICLE V - WORKING CONDITIONS

### 5.1 Service and Equipment

The District shall provide necessary support services and equipment to the NTTP unit members for the carrying out of their instructional assignments.

5.2 Identification cards shall be issued to all NTTP unit members every two (2) years in January. These cards will identify the unit member as a District employee.

5.3 Working hours for all contract instructors shall be eight (8) consecutive hours a day, exclusive of meal break, forty (40) hours a week, corresponding to the individual course schedule of instruction known as the Master Schedule, or any other contract conditions.

### 5.4 Assault on Unit Members

5.4.1 NTTP unit members may use reasonable force as is necessary to protect themselves from attack, to protect individuals, or property, or to quell a disturbance threatening physical injury to others. The unit member, if able to do so, shall report in writing to the supervisor the names of the parties, the date, the location of the assault, a description of events, and the name(s) of person(s) involved. The authorities shall determine whether or not the assault involving the unit member was free from fault.

5.4.2 The District shall give full support, including legal and other assistance, for any assault upon unit members while acting in the discharge of their assigned duties. In the event a ~~instructor~~ a unit member suffers any personal loss as a result of such an assault, the unit member will be reimbursed for any loss, damage, or destruction of personal property by the Government and/or the District.

### 5.5 Assignment of Unit Members

5.5.1 The District reserves the right to assign the work of unit members.

5.5.2 When the work assignment for each unit member is prepared, primary consideration will be given to the professional training and experience of the unit member, classes that have been taught by the unit member, the classes to be taught, and the days and hours the classes assigned are to be scheduled.

### 5.6 Prior Notice

The District shall attempt to give unit members at least 10 (ten) days notice in advance of their work assignment.

## ARTICLE VI – UNIT MEMBER 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 official District personnel file which is maintained in the Contract Training Manager's office.

6.2.2 The official personnel file shall be kept in confidence and shall be available for inspection only by the unit member, her/his representative of AFT (with the unit member's written permission or when accompanied by the unit member), authorized administrative employees of the District when actually necessary in the performance of routine District business, the Vice Chancellor of Human Resources or designee, the Military Program Director or designee, the Contract Training Manager, the Unit member's Associate Dean, legal counsel of the District, or authorized representative(s) of the Navy Contracting Officer's Representative (COR).

6.2.3 A representative chosen by the unit member may, at the unit member's request, accompany the unit member in this review.

6.2.4 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.

6.2.5 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.

6.2.6 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.

6.2.7 Upon the request of the unit member, all materials that the unit member deems derogatory, shall, after remaining in the unit member's official personnel file for a period of four (4) years or more, be placed in a separate sealed envelope, which shall be retained in the unit member's official personnel file. This sealed envelope may not be viewed by anyone other than an authorized District employee conducting routine District business who serves under the direction of the Vice Chancellor of Human Resources, and may not be opened except by the Vice Chancellor (or acting Vice Chancellor) of Human Resources.

6.2.8 Any disciplinary action taken to dismiss, demote, or suspend the unit member, shall be based upon documents which are components of the official District personnel file.

### 6.3 Discipline of Students

6.3.1 Unit members will report immediately to their supervisor any instance of a student whose actions constitute a threat to the safety of the classroom or its occupants, or whose behavior causes a disruption in the education process of other class members.

6.3.2 Any student who demonstrates inability to profit by instruction or unwillingness to comply with class procedures, or whose behavior interferes with the educational process shall be reported by the unit member to the Associate Dean or his designee, who shall take appropriate action, which may include notification to Navy/Marine Corps officials.

6.3.3 The District shall provide for the defense of any civil action brought against a unit member arising out of a disciplinary action taken by the unit member, unless the District determines that the unit member acted because of actual malice.

6.4 Academic Freedom

The District and the AFT agree that academic freedom is essential to the teaching-learning process and is subject to the established curriculum and Navy regulations and requirements. The fundamental need is acknowledged to protect unit members from any censorship or restraint which might interfere with their obligation to effectively perform their instructional duties.

6.5 Personal Grooming/Dress Standards

Unit members will adhere to the standards established by the Navy in the contracts with the District with respect to personal grooming, including but not limited to clothes worn in the workplace. Any changes in Navy standards will be subject to Section 3.2 of this Agreement.

ARTICLE VII – SALARY.

SAN DIEGO COMMUNITY COLLEGE DISTRICT

SALARY SCHEDULE

---

Step	Hourly Rate of Pay	4.00% Per step
1	\$23.75	
2	\$24.70	
3	\$25.69	
4	\$26.72	
5	\$27.78	
6	\$28.90	

Initial Placement as of October 1, 2007:  
Unit members with less than one year of service: Step 1  
Unit members with one to four years of service: Step 2  
Unit members with five to fourteen years of service: Step 3  
Unit members with fifteen or more years of service: Step 4

All subsequent step movement and placement shall be governed by Article VII, section 2.0

---

1.0 SALARY SCHEDULE, RESTRICTED CONTRACT AND HOURLY INSTRUCTORS

The Salary Schedule applies to restricted contract unit members employed as instructors in classroom assignments in the San Diego area.

2.0 SALARY STEP PLACEMENT AND MOVEMENT

2.1 Initial Placement: For purposes of salary placement of unit members as of October 1, 2007, only, each unit member employed as of that date will be placed at the salary rate on the salary schedule corresponding to the unit member's years of experience. Initial salary placement of newly employed restricted contract and hourly instructors shall be on Step 1; any exception will require specific approval of the Chancellor. AFT shall be advised of any approved exception.

2.2 Step Increments: An unit member will be granted a one-step advancement on October 1 of each year provided they have served a year's service. A year of service shall be defined as 150 workdays or more.

Hourly instructors shall be advanced in step after completion of twelve hundred (1200) clock hours of satisfactory hourly teaching service in the District. Qualification for step advancement shall be evaluated each pay period. Advancement shall be effective the first of the month following qualification.

### 3.0 UNDERPAYMENTS OR OVERPAYMENTS

Proper salary class and step placement is a joint responsibility of the unit member and the District. Unit members suspecting that they are incorrectly placed on the salary schedule should bring this information to the attention of the District Human Resources office immediately.

In the event of underpayment or overpayment in a unit member's compensation, the following procedures shall control and be applicable only if the unit member, or AFT, on its own behalf, and on behalf of the affected unit member, agrees upon the fact and amount of underpayment or overpayment, and upon use of these procedures:

Should underpayment or overpayment in compensation occur, for purposes of determining the amount to be refunded or collected, retroactivity shall be limited to one (1) calendar year from the time the error is brought to the attention of the affected unit member or Human Resources. If the error cannot be corrected prior to the issuance of the subsequent pay warrant, retroactivity will be extended until a correct pay warrant is issued.

In cases of underpayment, the District will issue a supplementary warrant for the amount due the unit member.

In cases of overpayment, the unit member shall pay the full amount back to the District within one (1) calendar year from the date of the issuance of the unit member's first pay warrant which includes a deduction for a portion of the overpayment. In cases where the one (1) year time frame would cause the monthly repayment deduction to exceed five percent (5%) of the affected unit member's gross pay for that month, said deduction shall be limited to five percent (5%) of the unit member's gross pay, and the time frame for repayment shall be extended until the full amount is repaid.

In the event that the unit member separates from service for any reason, the unpaid balance will be deducted from his/her final paycheck. Any unpaid balance remaining after that deduction will remain the responsibility of the separated unit member.

### 4.0 METHOD OF PAYMENT

Pay dates for contract services shall normally be on the last working day of the month or pay period in which it was earned. Pay dates for hourly instructors shall normally be on the tenth (10<sup>th</sup>) of the month, and the pay warrants will be mailed to the unit member's residence.

### 5.0 OUT-OF-CLASS ASSIGNMENT

5.1 In the absence of the Associate Dean of an instructional area for five (5) consecutive workdays or longer, a unit member within the instructional area may be assigned temporarily to fulfill the responsibilities for day-to-day administration of that functional area. Such administrative responsibilities shall include acting as point of contact for the courses within the area, insuring adequate instructor coverage, and serving as liaison with local Navy personnel, etc.

Unit members temporarily assigned such additional duties will be compensated with three (3) hours of straight time for each five (5) day assignment. Assignments in excess of five (5) days will be compensated with an additional three (3) hours for each additional five (5) days or segment thereof.

5.2 Unit members shall not be relieved of their normal classroom/lab assignments to accomplish these temporarily assigned duties.

## 6.0 LEAD INSTRUCTORS

- 6.1 An unit member may be assigned as a “lead instructor” which would involve hours of service and administrative responsibilities beyond the range of a normal instructor assignment. Such assignments would be voluntary. An unit member so assigned will be compensated \$135 per month beginning October 1, 2007; \$140 per month beginning October 1, 2008; and \$146 per month beginning October 1, 2009.
- 6.2 The assignment to “lead instructor” and “team lead” shall also be made when an unit member is assigned in an instructional area with no Associate Dean within the geographic area. The geographic area shall be within 100 miles.
- 6.3 An unit member may be assigned as a “team lead” which would involve hours of service and administrative responsibilities beyond the range of a normal instructor assignment. Such assignment would be voluntary. An unit member so assigned will be compensated \$52 per month beginning October 1, 2007; \$54 per month beginning October 1, 2008; and \$56 per month beginning October 1, 2009.

## 7.0 OVERTIME PROVISION

Restricted contract instructors employed on an hourly or overload basis shall be compensated at a rate of 1.5 times the instructor’s hourly rate for each hour over forty (40) in any week.

## ARTICLE VIII – LEAVES

### 8.1 SICK LEAVE

#### 8.1.1 Eligibility

Sick leave benefits shall be available to all employees covered by this Agreement. 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.

#### 8.1.2 Application for Benefits

All requests for leave shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be filed with the immediate supervisor for each separate pay reporting period. Upon return, the employee must file within seven (7) calendar days a completed form covering any leave taken which was not included in any previous applications. A physician's release may be required on any leave pattern which clearly appears to abuse the system. This requirement will only be imposed after consultation with the appropriate Associate Dean. The release form may contain prognosis for recovery. At the employee's request the details of prognosis will be maintained confidential within District Human Resources. Not less than three (3) workdays prior to returning from leaves for thirty (30) calendar days or more, employees must provide a written clearance of the attending physician indicating recovery and fitness to resume a full range of normal duties as determined by the District. Employees may also be required to provide written clearances of the attending physician indicating fitness to resume a full range of normal duties following absences of shorter periods when the nature of the illness so dictates.

#### 8.1.3 Authorized Uses

Absence from duty because of illness, injury, medical or dental appointment, exposure to contagious disease, or disability due to pregnancy shall constitute proper uses of sick leave. Accumulated sick leave benefits may also be used for personal necessity, herein defined, and in connection with leaves arising from industrial accident and illness.

#### 8.1.4 Sick Leave Allowance

Employees with a full-time assignment shall accrue sick leave at the rate of eight (8) hours per month of being in a paid status, beginning with the first (1st) month in which the employee begins work in the District on or before the fifteenth (15th) of the month. The accrual shall be proportional for assignments other than full time and shall not exceed an allowance of eleven (11) days per year. Unused, full-salary sick leave shall accrue without limitation. A permanent employee who resigns and is rehired within thirty-nine (39) months of the last date of paid service shall have all accumulated, unused full-salary sick leave credits restored.

NOTE: For purposes of accrual and usage, a full-day, 100% paid assignment shall be defined as eight (8) hours.

#### 8.1.5 Half-Salary Sick Leave

Employees shall be eligible for up to one hundred (100) half-salary sick leave days in addition to any full-salary sick leave accrued. The total of both full- and half-salary sick leave shall not exceed one hundred (100) workdays plus the current year's entitlement. Half-salary sick leave is to be used only after full-salary sick leave benefits have been exhausted.

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.

#### 8.1.6 Transfer of Accumulated, Full-Salary Sick Leave

Employees who have previously worked for another California school district may have their previous sick leave balance transferred to the San Diego Community College District, provided each of the following conditions are met:

- 1) Employment in the previous district as a certificated employee was for a period of one (1) calendar year or more.
- 2) Employment with the San Diego Community College District began on or after September 17, 1965.
- 3) Employment with the San Diego Community College District is accepted within one (1) year of termination from the other district.

#### 8.1.7 Extenuating Circumstances and Special Conditions

- 1) Quarantines -- Employees who are unable to perform the duties due to legally established quarantines shall be entitled to the same leave as though they were personally ill, provided a certificate from the County Health Department is filed verifying the quarantine.
- 2) Illness Preceding Death -- In the event of the death of an employee while absent because of illness, application for sick leave benefits may be made by his/her estate, heirs, or dependents by filing a properly executed certificate in the name of the estate, heirs, or dependents, at any time within thirty (30) calendar days after death.

NOTE: Only that period of illness immediately prior to and including the day of death of an employee is claimable as a sick leave benefit by the estate.

- 3) Sickness 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.
- 4) Work While Convalescing -- During an illness or while convalescing, an employee may return to work only when fully cleared as prescribed in 8.1.2 for absences of thirty (30) calendar days or more by the attending physician.
- 5) Service Credit for Retirement -- Employees whose retirement date is the first workday following the last day of service with the District shall be credited for all days of accumulated, unused full-salary sick leave, the equivalent of one day's paid leave of absence due to illness for each month of employment to which the employee was entitled on the final day of paid service to the District, provided employment began prior to July 1, 1980.

#### 8.1.8 Personal Necessity Leave

- 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:

- a) Death or serious illness of a member of the immediate family as defined in Article 8.5.3. In the case of illness, there must be a need for the services of a physician and the immediate presence of the employee.
  - b) Accident involving the employee's person or property, or that of his/her immediate family as defined in Article 8.5.3.
  - c) Appearance in court as a litigant, or as a witness under an official order.
- 2) Absence for personal necessity may be taken in increments of fifteen (15) minutes or more and shall not be granted during a scheduled vacation or leave of absence.
  - 3) Requests for personal necessity leave shall be made orally to the immediate supervisor and, upon return to duty, a completed application for benefits, prescribed and provided by the District, shall be filed. Verification may be required, including a signed statement by the employee and/or the attending physician.

#### 8.1.9 Catastrophic Illness or Injury Leave

At the discretion of the District, this section will sunset and become null and void ninety (90) days after the District serves notice upon the AFT of its intent to do so. Any catastrophic illness donation which is in process at the time of termination of this Article will be completed.

Unit members shall be permitted to contribute up to a maximum of forty (40) hours of accumulated full-pay sick leave (a minimum of eight [8] hours and in hour increments thereafter) per fiscal year to another unit member within the District. The parameters of the program are:

- a. The illness or injury of the unit member must be serious (life threatening or expected to incapacitate the unit member for an extended period of time) as verified by a physician. The District may require the unit 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. Sick leave contributions will be solicited by AFT after the unit member makes the need known to the AFT union representative or her/his appropriate manager. The AFT union representative will in turn confer with the District Representative to determine eligibility. Once eligibility is determined, AFT shall solicit contributions on an individual basis. AFT will then forward the donated time received to the District Payroll Manager. AFT will retain any unused contributions in a bank for future catastrophic illness use.
- c. The ill/injured unit member must have exhausted all accrued full-salary paid leaves;
- d. Injuries or illness claimed for workers' compensation injuries, whether or not approved, shall be excluded;
- e. A maximum of sixty (60) additional paid sick days may be utilized by each unit member per catastrophic illness/injury;
- f. Sick leave days donated will be paid at the salary level of the unit member who received such days;

g. AFT 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 unit members giving or receiving time for catastrophic illness or injuries.

## 8.2 VACATION

8.2.1 Since unit members will only work 200 days per year, no vacation will be afforded. However, the Service Contract Act (SCA) provides that hourly employees must be afforded vacation after one year of service. In lieu of this vacation, an employee's hourly wage would be increased by number of hours vacation earned x wage rate ÷ 2080 hours/year. Unit members earn vacation in accordance with SCA, ten days after one year, 15 days after five years and 20 days after 15 years.

### 8.2.2 Application for OFF-TIME

Unit members shall be scheduled for off-time by their immediate supervisor. Schedules shall be developed in a manner that encourages maximum flexibility and choice for the unit member, but not to interfere with the ability of the district to cover course schedules appropriately.

Prior to the beginning of the fiscal year (Oct 1) unit members shall request blocks of off-time in writing from their supervisor for the following fiscal year. When scheduling off-time changes are requested in writing by a unit member, the District will attempt to accommodate all reasonable requests, consistent with keeping classes covered. Changes that are requested by the unit member with less than two weeks lead time, or that request more than a 20 day block of time, may be granted by the Contract Training Manager on a discretionary basis, based on program and staffing needs.

## 8.3 HOLIDAYS

8.3.1 Full-time contract instructors covered by this Agreement shall be entitled to all federal holidays listed in the contract with the Navy. Ten (10) holidays per year which correspond to those normally scheduled for U. S. Government Civil Service employees.

## 8.4 LONG-TERM LEAVE OF ABSENCE

### 8.4.1 Eligibility

Long-term leaves of unpaid absence, those in excess of one (1) month, may be granted to employees for health (including pregnancy) or military leave.

### 8.4.2 Application for Benefits

All requests for leave shall be in writing, upon the appropriate form prescribed and provided by the District, with all necessary documentation attached, such as physician's statement of incapacity. Requests shall be submitted to the immediate supervisor in advance of the intended leave.

### 8.4.3 Authorized Uses

Long-term leaves are authorized for the following uses:

- a) Health Leaves (including Leave Due to Pregnancy) -- An employee with insufficient Sick Leave or accrued employment time to qualify for Sick Leave, or who desires not to utilize accrued Sick Leave, may apply for Health Leave without

pay. All requests for Health Leave must be accompanied by a physician's statement of incapacity, and return to duty is dependent upon evidence of recovery.

b) Long-Term Military Leave -- More Than Thirty (30) Workdays per College Year -  
- An employee shall be granted leave for the purpose of serving in the armed forces for an extended period of time. The leave may be renewed indefinitely, except when the service commitment is voluntarily extended.

1) Salary Entitlement -- First Thirty (30) Days -- An employee who has a minimum of one (1) year of prior service with the District shall receive his/her salary for the first thirty (30) days of ordered military duty. Pay for such purposes (deemed to be one (1) month's salary) shall not exceed thirty (30) days in any contract year.

2) Return to the District -- An employee, upon release from active duty, shall have the right of reemployment at any time within six (6) months of the termination of the ordered service. However, the employee shall not be entitled to Sick Leave, Vacation, or salary for the period he/she was on leave, except as noted above.

3) Forfeiture of District Position -- An employee who voluntarily requests and obtains an extension of his/her tour of duty shall forfeit all rights of return to a position with the District.

c) Family and Medical Leave (FMLA)/Family Rights Act (FRA) -- An employee who has:

- 1) more than one (1) year of continuous service and
- 2) is also eligible for other leave benefits, and
- 3) 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:

- 1) care for a parent, child, or spouse who has a serious health problem, or
- 2) because of his/her own serious health condition that makes the employee unable to perform the functions of the position.

Leave may be granted up to twenty-eight (28) weeks for reasons of pregnancy, childbirth, or related medical condition.

#### 8.4.4 Length of Leave

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

#### 8.4.5 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 leaves.

#### 8.4.6 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.

#### 8.4.7 Return From Leave

At the expiration of a leave of absence, an employee shall be reinstated in a teaching position, within the specified contract year, similar to that vacated at the commencement of the leave. Probationary certificated employees returning from pregnancy or military leave shall retain the status which they had earned prior to the leave.

### 8.5 SHORT-TERM LEAVE OF ABSENCE

#### 8.5.1 Eligibility

Short-term leaves of absence may be granted to any employee covered by this Agreement.

#### 8.5.2 Application for Benefits

Requests for short-term leaves shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be filed with the employee's supervisor in advance of the intended leave, unless otherwise stated by the provisions of the specific leave.

#### 8.5.3 Authorized Leaves

Short-term leaves are those which include the following:

##### a) Paternity/Adoption Leave

Upon the birth of a child, or in order to make final arrangements to adopt a child or foster care placement of 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.

##### b) Bereavement Leave

Absence without loss of salary for a period not to exceed three (3) days -- five (5) days if destination is over two hundred (200) miles of travel one way -- may be granted to an employee upon the death of a member of his/her immediate family, or any relative living in the immediate household of the employee.

1) Immediate family shall include the employee's spouse, son (son-in-law), daughter (daughter-in-law), brother and sister; and the mother (stepmother), father (stepfather), grandmother, grandfather, and grandchild of the employee and his/her spouse.

2) Leave may be secured by verbal request, but requires the appropriate leave request form upon return to duty.

##### c) Short-Term Military Leave

An employee shall be granted leave without loss of pay for the purpose of undergoing ordered preinduction physical examinations for the purpose of engaging in ordered, temporary training not to exceed thirty (30) workdays per school year.

1) Short-term military leaves for active duty shall be granted during the school year only when satisfactory documentation is provided to show that the military requirements cannot be satisfied during vacation periods.

2) The leave request form shall be submitted with copies of official orders attached.

d) Judicial and Official Appearance Leave

Judicial and Official Appearance Leave shall be granted for the purposes of regularly called jury duty, (except for voluntary grand jury service), appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the unit member. Witness fees received by the employee in excess of Forty Dollars (\$40.00) per day shall be remitted to the District.

The unit member seeking an official judicial appearance leave shall submit a request, accompanied by the official order to appear, to his/her immediate supervisor on the next working day after he/she receives notice to appear.

The unit member shall be granted a leave for a duration not to exceed those specified by the requirements of the official order.

Unit members shall return to work during their regular shift when they serve only a partial day on jury duty. However, a unit member shall be excused from work for the day if the actual time of jury service, including reasonable travel time, equals or exceeds seventy-five (75%) of the hours in the unit member's normal work day.

Leaves granted under these provisions shall be without loss of compensation. Per diem or other travel expenses shall be retained by the unit member.

Upon completion of duty, the unit member shall have the secretary of the court complete a "notice of duty termination and return to work." Unit members shall submit all necessary documentation to her/his immediate supervisor within twenty-four (24) hours of returning to work.

Jury duty leave will be limited to services on one jury every three (3) years.

e) Personal Business Leave

Employees may be excused from duty with verbal permission from their supervisor, without loss of pay, for a period of up to, but not more than two (2) hours or one (1) class session per month. Permission to be absent without pay for more than two (2) hours or one (1) class session may be granted to an employee, not to exceed one month, and in increments of not less than four (4) hours. Valid reasons for personal business leave include, but are not limited to:

- 1) Death or illness in immediate family (extension of bereavement leave).
- 2) Extension of paternity/adoption leave in emergency cases.
- 3) Unavoidable transportation delay.
- 4) Private legal matters, including marriage and divorce.
- 5) Attendance at graduation ceremonies of immediate family members.
- 6) Participation in college graduation ceremonies.
- 7) Attendance, as officer or delegate, at civic or fraternal conventions.
- 8) Funeral attendance.

- 9) Emergency child-care problems.
- 10) Meeting spouse or seeing him/her off to overseas duty.
- 11) Attendance at weddings.
- 12) Taking examinations.

#### 8.5.4 Prohibitions

Leaves are not granted to extend a vacation period or to provide additional days off immediately preceding or following a holiday.

### 8.6 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

#### 8.6.1 Eligibility

Industrial Accident and Illness Leave shall be available to members of the bargaining unit as authorized by Education Code Section 88192, the Labor Code, and other applicable Workers Compensation Laws. Leave taken under this Article that qualifies as Family Medical Leave (FMLA)/California Family Rights Act Leave (CFRA) shall run concurrently with those leave benefits.

#### 8.6.2 Definition

For the purposes of this Article, an Industrial Accident or Illness shall be defined as disability absences resulting from an injury or illness, as determined to be a valid Workers' Compensation claim by the District's Workers' Compensation insurer or Claims Administrator. If a Workers' Compensation claim is denied, the affected unit member may appeal his/her claim to the Workers' Compensation Appeals Board pursuant to Sections 5270 et. seq. and Sections 5300 et. Seq. of the Labor Code and other applicable laws.

#### 8.6.3 Notification

The District shall provide unit members when first employed and annually thereafter, with written notification of their rights, benefits and obligations under Workers' Compensation laws including but not limited to unit members' rights pursuant to Title 8, Section 9782 of the California Code of Regulations, to select medical care in the event of a work-related accident or illness. The District shall post and keep posted in conspicuous locations frequented by unit members a notice of their rights, benefits and obligations under Workers' Compensation laws as per Title 8 of the California Code of Regulations, Section 9881. Other relevant notification requirements as specified by the Labor Code or the California Code of Regulations shall also apply.

#### 8.6.4 Application for Industrial Accident and Illness Leave

A unit member shall report to his/her immediate supervisor any incident in the workplace that involves or may involve injury or illness immediately or as soon as possible after the occurrence.

Separate applications for leave shall be made to the unit member's immediate supervisor for each time reporting period only on the District provided Industrial Accident Leave Card.

Each application shall be accompanied by the treating physician's signed statement, either on the District's prescribed forms or on the physician's official stationary, specifying the duration of the leave.

#### 8.6.5 Leave Allowance

The District provides a total of up to sixty (60) days of full pay leave for each industrial accident or illness commencing on the first (1<sup>st</sup>) day of absence. For the purposes of this Article, a full day of leave is equivalent to the unit member's usual workday. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness/injury, but in no event shall the leave exceed sixty (60) days. Industrial Accidents or Illness Leave shall not accumulate from year to year.

Industrial Accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

In the event that an absence has not been approved as a valid Industrial Accident or Illness Leave when the payroll for the unit member is being computed, the unit member's normal sick leave balance will be charged for any absences which have been supported by a physician's written statements. Upon subsequent notification that the absence has been accepted as an Industrial Accident or Illness Leave the regular sick leave balance will then be adjusted to its previous balance.

#### 8.6.6 Compensation

The District provides the unit member his/her regular salary during the first sixty (60) working days of each approved industrial accident claim commencing with the first (1<sup>st</sup>) day of absence. Thereafter, the unit member will have the option of receiving his/her regular pay utilizing any temporary disability allowance he/she is receiving combined with accumulated sick leave, accumulated compensatory time off, accrued vacation and/or half-salary sick leave. The amount of sick or other paid leave will be used only in the amount needed to provide the normal wage or salary. If the unit member chooses not to utilize any paid leave(s) he/she must notify the District Payroll Department in writing of this intent prior to the leave(s) being used.

In no event shall the unit member, for any period of disability, receive compensation greater than his/her normal salary.

A unit member on paid leave due to an industrial illness or injury is entitled to all salary increases he/she would normally receive.

If a draft or check received by the unit member representing temporary disability benefits payable under the Workers' Compensation laws for a period of disability for which the unit member is receiving full salary shall be endorsed and given to the District.

Approved costs related to medical care, temporary and permanent disability payments, vocational rehabilitation, travel expenses and death benefits shall be paid as required by law.

#### 8.6.7 Return to Work

Prior to returning from a work-related injury or illness, unit members must provide a written clearance from the treating physician indicating fitness to return to work. The District may require at its expense a medical evaluation prior to the unit member's return to work. If necessary the District shall provide a description of job duties to the physician(s) for use in determining the unit member's fitness to return to work. In cases where the unit member has been on leave for thirty (30) calendar days or more, the unit member must provide a written clearance from the attending physician(s) not less than three (3) workdays prior to returning to work.

Upon return to work, the unit member shall file within five (5) days for any remaining leave taken and not covered under previous applications.

Return to work with work restrictions shall be at the discretion of the District.

#### 8.6.8 Unpaid Health Leaves

After all paid leaves have been exhausted, and the unit member is not medically cleared to report to work, the unit member may request an unpaid leave. Approval of such request shall be at the discretion of the District.

#### 8.6.9 Absence Beyond Expiration of All Leaves

8.6.9.1 When all available paid or unpaid leaves of absence have been exhausted and the unit member is not medically cleared to resume the regular duties of his/her position, the unit member shall either retire, if eligible, resign, or be dismissed for reasons of health. The unit member's name shall be placed on a reemployment list for a period of thirty-nine (39) months.

8.6.9.2 If the unit member is medically cleared by the District during the thirty-nine (39) month period, the unit member shall be reemployed in a vacant position in the class of his/her previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of District funds. A unit member who has been medically cleared by the District for return to duty, and is not placed in a regular position or who refuses an appropriate assignment, shall have his/her name removed from the reemployment list upon expiration of the thirty-nine (39) month reemployment period.

8.6.9.3 A unit member unable to return to work in his/her regular assignment or whose position cannot be modified shall be notified and entitled to vocational rehabilitation training as prescribed by law.

#### 8.6.10 Absence from State

Any unit member receiving benefits as a result of this Section, shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the State.

## ARTICLE IX - PERFORMANCE EVALUATIONS

### 9.1 FREQUENCY OF EVALUATION

Unit members shall be evaluated on an individual basis as delineated below, subject to Navy standards, forms, and procedures. The parties understand that representatives of the Navy may also evaluate unit members and the program. Within a reasonable time after employment of following a significant change in the evaluation instrument, unit members shall be notified of the evaluation instrument in use and the expectations for their job performance. No evaluation of unit members shall take place until 15 days following such notice. For purposes of this article, a “year” is October 1 through September 30, inclusive.

- a. For non-probationary unit members, evaluations shall be administered by:
  1. Associate Dean, two (2) evaluations per year;
  2. Peer, one (1) evaluation per year;
  3. Instructor from JIT (Journeyman Instructor Training) School, one (1) evaluation per year;
- b. For probationary unit members:
  1. Associate Dean, one (1) evaluation per quarter;
  2. Peer or Instructor from JIT School (Journeyman Instructor Training) School (to be determined by the District), one (1) evaluation per quarter;
  3. Other evaluation requirements as outlined in the unit member’s individual qualification plan.

### 9.2 EVALUATION INSTRUMENTS

Evaluations shall be performed utilizing the appropriate “Instructor Evaluation Checklist” found in Appendix I of this Agreement.

### 9.3 POST-EVALUATION MEETING

Subsequent to the evaluation, the evaluator shall meet with the unit member to discuss the results of the evaluation. Any areas noted as “Needs Improvement” must be accompanied with written suggestions for improvement. The unit member shall have the opportunity to attach a written response to the “Instructor Evaluation Checklist.”

The completed evaluation forms shall be placed in the unit member’s official personnel file.

## ARTICLE X - TRAVEL AND COMPENSATION

- 10.1 Unit 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.
- 10.2 Navy Technical Training Program unit members involved in Mobile Training Team travel will be paid in advance for anticipated expenses, including travel (air or private automobile), food, lodging, and car rental. Expenses incurred in Mobile Training Team travel will be reimbursed in accordance with the Federal Travel Regulations (FTR) and Public Law 99-234, dated January 2, 1986. Expenses paid in excess of those used will be returned by the unit member upon completion of travel. Documented expenses in excess of those paid will be reimbursed to the unit member upon submission of required documentation and receipts.
- 10.3 If a unit member is required to use his/her own vehicle, the District shall provide reimbursement for use at the rate established by the District. The Board of Trustees shall review the rate quarterly for possible adjustment due to cost increases. For approved travel in excess of two hundred fifty (250) miles, coach airfare reimbursement shall be substituted for mileage reimbursement.
- 10.4 In addition to the expenses allowed in Paragraph 10.2, Navy Technical Training Program unit members providing Mobile Training Team instruction shall receive six (6) hours of pay for each week or any part of a week of instruction.

## ARTICLE XI - DISTRICT BENEFITS

11.1 Navy Technical Training Program unit members are entitled to the following benefits:

- (a) Health and welfare benefit pay will be added to the hourly pay for each unit member as follows:
  - 1. Effective October 1, 2007, \$3.25 per hour;
  - 2. Effective October 1, 2008, \$3.51 per hour;
  - 3. Effective October 1, 2009, \$3.79 per hour.

These dollar rates are per hour x 1680 hours per year. These rates are effective 10/1/07, 10/1/08, 10/1/09, respectively.

- b) District-paid group dental and vision insurance, with the same policy limits and terms as designated for other active District employees.
- c) All employees shall be given specific information on benefits' package during initial orientation and each year during open enrollment.

11.2 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.

11.3 The District will contribute up to \$210 per month per unit member toward the purchase of only the Kaiser Plan established in the District each year beginning 10/1/07, for those unit members who elect that coverage, not to exceed eight (8) employees per year, chosen on a first-elect, first served basis each year. If in the future, more than eight (8) employees elect enrollment in Kaiser, the District and the AFT will discuss any potential change in this distribution. The contribution will be made toward the difference, if any, between the health and welfare payment specified above and the full cost of the Kaiser plan. The provisions of section 11.2 (IRS 125 plan) will be available to unit members electing the Kaiser Plan, subject to the requirements of law.

ARTICLE XII - REEMPLOYMENT AND TIMELY NOTICE

- 12.1 A unit member who fails to signify, in writing, to the Vice Chancellor, Human Resources and Administrative Services, or designee, his/her acceptance of a written offer of reemployment for the ensuing contract year within ten (10) days of the receipt of such offer shall be deemed to have resigned his/her position as an academic employee of the District. The Director, Military Education or designee will notify AFT thirty (30) days in advance of any intent not to renew specific unit member contract(s), unless there are unusual circumstances.

### ARTICLE XIII - MISCELLANEOUS

- 13.1 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 AFT 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.
- 13.2 Release time shall be made available by the District for Navy Technical Training Program unit members to participate in bargaining meetings with District representatives. The District shall provide up to six (6) hours per week released time for the President of the AFT for the performance of union business provided another unit member is available to cover the assignment.

ARTICLE XIV - SAFETY

- 14.1 It is a joint responsibility of unit members and the District to maintain safe procedures and practices. Unit members shall report in writing to their Associate Dean any unsafe conditions that exist. The report is encouraged to include recommendations for remedial steps to be taken.
- 14.2 Unit members shall not be required to work under conditions in which a clear and present danger to their health or safety exists.
- 14.3 The District shall respond in writing to reports of health and safety hazards in a timely manner.

## ARTICLE XV - ORGANIZATIONAL SECURITY

### 15.1 Eligible Unit Members

Eligible unit members for the Fair Share Program shall include those unit members whose monthly gross earnings are \$450 (four hundred and fifty dollars) or greater.

### 15.2 Implementation

As a condition of employment, all eligible unit members covered by this Agreement shall execute within thirty (30) calendar days of his/her first day of employment with the District and/or thirty (30) calendar days from the date of the fair share certification, a choice to designate for payroll deduction one of the following: (1) AFT dues; (2) a fair share fee (proportionate share of the union's cost of legally authorized representational services); or (3) a contribution to a non-religious, non-labor charitable fund under Section 501(c) of Title 26 of the Internal Revenue Code, if he/she qualifies for a bona fide religious body or sect.

### 15.3 Contribution Deduction for a Religious Body or Sect

To qualify for deduction of the contribution to a religious body or sect, the employee must certify to the AFT and the District that he/she is a member of a bona fide religious body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations. Such exempt unit member will be required to submit to the Guild AFT and the District a notarized letter signed by an official of the bona fide religious body or sect certifying that person's membership. The deduction in an amount equal to the AFT's full dues shall be forwarded to the charitable fund after the AFT has approved the exemption. The AFT will receive from the District quarterly proof of payment of an amount equivalent to such representation fee to one of the negotiated funds or organizations agreed to for alternative payment. The AFT and the District shall, within thirty (30) days of the signing of this Agreement, meet to establish the approved list of negotiated funds or organizations.

### 15.4 Involuntary Deduction

If any current employee or new employee fails to designate which of the above deductions is to be made at the time of the execution of this Agreement or of entry into a classification covered by this Agreement, the District shall deduct the fair share fee beginning with the pay period following thirty (30) calendar days of his/her first day of employment with the District.

### 15.5 Forfeiture of Deduction

If, after all voluntary insurance premium deductions and other voluntary deductions are made in any pay period, the balance is not sufficient to pay the deduction of AFT dues, fair share fee, or contribution to a charitable fund required by this Article, no such deduction shall be made for the current pay period.

### 15.6 Financial Documentation

AFT shall provide the District with a copy of any financial reports required under Section 3546.5 of the Government Code in the administration of the Fair Share Program.

### 15.7 Reinstatement

Upon the reinstatement of any employee, or upon the recalling of any employee from layoff status, the District will resume or initiate dues, fair share fee or contribution to a charitable fund in accordance with Section 15.1.

15.8 Checkoff

Upon notification by the AFT and delivery to District payroll of appropriate authorization forms, the District shall deduct from each unit member's wages the amount of the AFT dues, fair share fee, or contribution to charitable organizations as specified by the AFT.

Any questions from unit members concerning the amount of deduction shall be referred to AFT Guild. AFT shall notify the District in writing of any corrections and this shall be made during the following payroll period.

Any overpayment or underpayments of dues by unit members shall be adjusted upon notification to the District by AFT Guild at the end of the semester in which the overpayment or underpayment is noted.

15.9 Indemnification

The AFT shall indemnify the District and hold it harmless against all suits, claims, demands, liability, attorneys fees and other costs that shall arise out of or by reason of any action that shall be taken by the District for the purposes of complying with the requirements of this Article.

15.10 The AFT agrees to furnish any information needed by the District to fulfill the provisions of this Article.

15.11 With respect to all sums deducted by the District pursuant to authorization of the unit member, the District agrees to remit monthly, within fifteen (15) days following the date of deduction on the unit member's pay warrant, such moneys to the AFT's designee accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

15.12 Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the AFT and the District.

## ARTICLE XVI - SEPARABILITY AND SAVINGS

- 16.1 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.
- 16.2 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 XVII - DISCIPLINE

- 17.1 This Article is applicable to all non-probationary unit members other than hourly instructors, except for Section 17.13. Unit members shall be free from disciplinary action without proper regard for due process as defined in this Article.
- 17.2 All unit members have the right to have a representative present at any meeting with management when meetings are disciplinary, or could reasonably lead to discipline, in nature.
- 17.3.1 Disciplinary procedures must be initiated no later than ninety (90) calendar days following the occurrence or knowledge by the District of the most recent incident. No disciplinary action shall be taken for any cause that arose prior to the unit member becoming permanent or for any cause that arose two (2) years before the date of filing of the notice of cause, unless the cause was concealed or not disclosed by the unit member. Any documentation regarding incidents of misconduct which occurred during this two (2) year period preceding the filing of the notice of cause must have already been placed in the unit member's official personnel file.
- All documentation of misconduct resulting in discipline must be placed in the unit member's official personnel file within thirty (30) days of the imposition of the discipline. No reprisal of any kind shall be taken against a unit member based upon materials, which are not in the personnel file in the Office of the Contract Training Manager for the program.
- 17.3.2 When problems arise in the performance of assigned duties and responsibilities, the District will make reasonable attempts to assist the unit member in correcting those problems. When discipline is warranted, such discipline shall be:
1. Administered based on principles of progressive discipline;
  2. Based upon thorough investigations of allegations of misconduct;
  3. Proportionate to the alleged offense.
- 17.4 The appropriate manager shall be required to provide the following information to the unit member in writing regarding suspension or other loss in compensation or property rights. Notice of such discipline shall be made in writing and served upon the unit member in person or by registered or certified mail.
- 17.4.1 A statement of the proposed disciplinary action,
- 17.4.2 A statement of the charges from section 17.7 of this Article upon which the proposed disciplinary action is based;
- 17.4.3 The rule, regulation, practice, or policy violated;
- 17.4.4 A statement of the facts upon which the proposed disciplinary action is based;
- 17.4.5 A statement of a unit member's right to review or receive copies of all supporting documents related to the alleged misconduct upon which the proposed disciplinary action is based;
- 17.4.6 A statement of the unit member's right to respond orally or in writing or both;
- 17.4.7 A statement of the right of the unit member to have representation;
- 17.5 The District shall maintain the right to reprimand, suspend with or without pay, demote in compensation or discharge any unit member. For suspension or other loss in compensation or property rights, the non-probationary, non-hourly unit member, shall have the right to grieve that action beginning at Step 3 of the grievance procedure, Article IV. The burden of proof shall at all times remain with the District, except for affirmative defenses. For dismissal, an arbitrator's decision shall be advisory, but shall stand unless reversed by the Board of Trustees within ninety

(90) days. For all other disciplinary actions described in this section, the arbitrator's decision shall be binding.

17.6 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.

#### 17.7 GROUND FOR DISCIPLINARY ACTION

No permanent unit member shall be dismissed or disciplined except for one or more of the following causes. 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 unit member 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 caused discredit to the District. An example is 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 unit member's supervisor when such an act results in loss, or injury to the District, the public, or other employees;
- 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, or neglect of duty;

- 16) Engaging in any activity which constitutes a conflict of interest as defined in district policy;
  - 17) Insubordination;
  - 18) Intentional disobedience of a lawful order or directive given by the unit member's supervisor or any other superior with authority to make the order or directive, or insolent behavior that challenges the supervisor's authority or any other supervisor or manager;
  - 19) Sexual harassment;
  - 20) Off the job misconduct for which a job nexus exists.
  - 21) Possession or use of alcohol and/or controlled substances in the workplace or being under the influence of alcohol or controlled substances while in the course and scope of employment.
  - 22) Violation of a lawful rule or regulation imposed by the Navy, provided that the Navy has the right and authority to impose the rule or regulation (example: "unit members will be drug free and have not consumed any alcohol 12 hours prior to training Navy students.")
- 17.8 A unit member absent from duty without authorized leave for five (5) consecutive working days shall be considered to have voluntarily resigned, and shall be so notified in writing. The affected unit member shall be provided the opportunity to meet with her/his supervisor if a request for such a meeting is made within five (5) working days of the proof of mailing of the notice. If, after this meeting with his/her supervisor, the unit member believes that separation from the District was not justified, he/she shall have the right to request mediation by the State Mediation and Conciliation Service. If the parties fail to reach a mediated agreement, the mediator shall be asked to issue a definitive ruling.
- 17.9 For disciplinary actions of suspension or other loss in compensation or property rights equal to or less than in severity to a five (5) day suspension, the pre-disciplinary hearing process delineated below may be held after the imposition of the discipline. All of the other provisions of Sections 17.5 and 17.11 through 17.13 shall still apply in these cases.
- 17.10 With the exception of those cases where Section 17.9 above applies, all unit members who are either orally or in writing directed not to return to work pending an investigation, or pending the imposition or the possible imposition of discipline, shall be considered to be in paid administrative leave status.
- 17.11 Pre-Disciplinary Hearing Timelines

The unit member must respond to the pre-disciplinary notice no later than ten (10) working days after delivery of the written notice. The pre-disciplinary hearing date and time shall be set no sooner than fifteen (15) working days after delivery of the written notice, unless an earlier or later date is mutually agreed upon. After the pre-disciplinary hearing has been concluded and all pertinent facts have been reviewed, the hearing officer shall notify the unit member and his/her representative in writing of the final decision regarding the recommended discipline within twenty (20) working days of the pre-disciplinary hearing. If a unit member of the AFT elects to be represented by the AFT in a disciplinary matter, the unit member shall be allowed to have no more than three (3) AFT representatives present during the pre-disciplinary hearing, consisting of the AFT's attorney, AFT President, and AFT site representative or Grievance Chair. Only one (1) of these AFT representatives will be allowed to be the spokesperson during the hearing.

### 17.12 Final Notice of Discipline

If, subsequent to the pre-disciplinary hearing, it is determined that discipline is to be imposed, a final notice of disciplinary action shall be sent to the unit member by registered or certified mail or personally served upon the unit member.

This final notice of disciplinary action shall contain the following:

1. A statement of the exact discipline to be imposed and the effective date(s);
2. A statement of the charges from Section 17.7 of this Article upon which the disciplinary action is based;
3. A statement of the facts and evidence upon which the final decision to impose discipline was based;
4. A statement of the unit member's right to appeal the disciplinary action within ten (10) working days from the date of receipt of the final notice of disciplinary action;
5. A separate card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

### 17.13 Release of Probationary and Hourly Instructors

Probationary and hourly unit members may be summarily disciplined, including discharge, at the discretion of the District, without recourse to the grievance procedure.

## ARTICLE XVIII - DRUG AND ALCOHOL TESTING PROGRAM

The San Diego Community College District (District) and AFT have an interest in providing a safe workplace, free from alcohol and/or controlled substances. The District prohibits the possession or use of alcohol and/or controlled substances in the workplace or arriving to work under the influence of alcohol or controlled substances.

### 18.1 Procedures

18.1.1 The Vice Chancellor Human Resources/Designee will administer the Drug Screening Program. Random drug testing applies only to unit members in the Force Protection/anti-terrorism program and those unit members in other “high risk” or “safety sensitive” positions as determined by the District as defined in the Statement of Work and attachments and modifications in the applicable contract with the federal government. These unit members and positions are referred to as “FP/AT and CIP High Risk”. Random drug testing will also apply to other unit members in the event that the District is required under its contract with the federal government or applicable federal law or regulations to apply this testing. The AFT will be provided a copy of those portions of the Statement of Work, attachments, and modifications containing information related to drug testing.

18.1.2 All “FP/AT and CIP High Risk” unit members will be tested three times during every two (2) fiscal years (July 1 through June 30, inclusive) through the provision of a urine specimen, which will be screened for the presence of prohibited substances as delineated in Section 28.1.3 below. New employees will be screened upon being hired and then added to the test pool.

18.1.3 The drug screening shall be conducted to detect prohibited substances. This includes the following drug groups using industry thresholds as established by the Federal Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) to establish a positive result:

- a. Amphetamine/Methamphetamines (e.g. Speed, Crystal)
- b. Barbiturates (e.g. Amobarbital, Butobarbital, Pentobarbital, Phenobarbital, and Secobarbital)
- c. Cocaine
- d. Methadone
- e. Ethanol (alcohol)
- f. Opiates (e.g. Codeine, Heroin, Morphine)
- g. Phencyclidine (PCP)
- h. THC (Marijuana)
- i. Hallucinogenics (e.g. LSD)
- j. Steroids

18.1.4 “FP/AT and CIP High Risk” unit members may provide appropriate documentation of legally prescribed drugs. Such documentation shall be included in the review of test results.

### 18.2 Reasonable Suspicion Testing - Purpose

It is the intention of this Section to define the process that will be followed by the District if any “FP/AT and CIP High Risk” unit member is believed to be in violation of the provisions of this Article. Reasonable suspicion testing will also apply to other unit members in the event that the District is required under its contract with the federal government or applicable federal law or regulations to apply this testing.

Employees who think they have a substance abuse problem, and/or job performance problems related to substance abuse, are urged to voluntarily seek confidential assistance from the Employee Assistance Program (EAP). Employees may contact the Employee Relations Manager who will confidentially facilitate the necessary arrangements with the Contract Training Manager and EAP.

### 18.2.1 Definitions

**Substance Abuse** – The improper use of alcohol, controlled substances such as illegal drugs, prescription drugs, or any other substance which impairs an employee’s ability to safely and effectively perform the functions of a particular job.

**Reasonable Suspicion** – A belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of a substance so that the employee’s ability to perform the functions of the job is impaired or so that the employee’s ability to perform his/her job safely is reduced.

**Controlled Substance** – Unless otherwise specified means a drug, substance, or immediate precursor which is listed in any schedule in Section 11054, 11055, 11056, 11057, or 11058 of the California Health and Safety Code.

#### 18.2.1.1 Prior to Duty Hours

The lawful use or possession of medication or controlled substances prescribed by a licensed physician or the use of and possession of a non-prescription medication is not prohibited, but an employee whose job performance may be affected by such use must advise his/her supervisor prior to starting to perform duties. The District will provide contact information to each employee to use in the event that the employee’s immediate supervisor is unavailable. The District-designated alternative supervisor will perform the role of the employee’s immediate supervisor under this policy. Examples of impaired performance are listed under the definition of Reasonable Suspicion. Failure to advise the supervisor or secondary contact may result in discipline.

#### 18.2.1.2 Reasonable Suspicion

The Supervisor must have a reasonable suspicion that the employee is under the influence of any controlled substance, illegal substance, alcohol or other substance that has an effect on his/her work performance. This must be observable and the Supervisor must document the basis for his/her reasonable suspicion. The Supervisor must immediately remove the employee from his/her duties.

### 18.2.2 Notification to Supervisor

It is vital that this notification be done immediately to ensure timely testing of the employee. The immediate supervisor will notify his/her immediate supervisor of the employee’s condition. If the second supervisor affirms the earlier suspicion of the Supervisor that the employee is under the influence of a controlled substance or alcohol, the employee will be processed in accordance with Article 18, Section 18.5.

### 18.2.3 Testing

A supervisor will drive the employee to the assigned testing location. The Supervisor will standby while the medical provider conducts the test. After the test the Supervisor will then drive the employee home, or back to work, where arrangements will be made to transport the employee home. Under no circumstances will the employee be allowed to operate any vehicle.

18.2.4 At the Medical Contractor's site.

Complete requested paperwork using his/her SDCCD identification number. Failure to do so will be considered insubordination and will result in disciplinary action up to, and including, termination.

18.3 Specimen Collection

18.3.1 Medical Contractor's personnel will be responsible for obtaining the urine specimen from the unit member being tested.

18.3.2 Medical Contractor's personnel will be available for test processing between 0800 and 0200 hours, five (5) days a week, to allow unit members to be tested during normal work hours. (Hours vary at some Medical Contractor locations.)

18.3.3 Medical Contractor's personnel will not observe as the specimen is being given.

18.3.4 Unit members to be tested will be notified at the start of their shift. They will present themselves for testing at the earliest possible time during the shift and no later than four (4) hours after being notified that they are to be tested, except for "reasonable suspicion" testing, which will be administered as soon as possible. Refusals or failures to complete the test as required will be referred by the Vice Chancellor Human Resources/Designee to the Contract Training Manager/Designee for investigation and appropriate discipline up to and including termination. Unit members who fail to appear for testing will be scheduled to test their next working day.

18.3.5 At the Medical Contractor's site, the unit member being tested will:

18.3.5.1 Identify himself/herself by presenting his/her California driver's license or picture identification issued by a California or federal governmental agency.

18.3.5.2 Complete requested paperwork using her/his District authorized identification number.

18.3.5.3 Remove jackets, bags or other bulky items of clothing prior to entering the testing area.

18.3.5.4 Provide a urine specimen.

a. Unit members will be required to stay within the Medical Contractor's facility until the required specimen is given.

b. Specimen must be at least 45 ml. the minimum amount required for testing purposes.

18.3.6 At the Medical Contractor's site.

18.3.6.1 The Medical Assistant (MA) will:

a. Have the unit member wash his/her hands. Washing hands is required when providing the specimen. Failure or refusal to do so will be documented by the MA.

b. Direct the unit member being tested to a private lavatory.

18.3.6.2 Assure that the lavatory is secured in accordance with established testing protocol.

- 18.3.6.3 Wait outside of the lavatory for the specimen.
- 18.3.6.4 Upon receipt of the urine specimen, and in the presence of the unit member, the MA will:
  - a. Split the specimen into two (2) unused separate containers, which will be referred to as “A” specimen and “B” specimen.
  - b. Seal the containers and ask the unit member to verify the sealing of both specimen bottles and to initial and date the seals.
  - c. Complete the appropriate chain-of-custody forms for the specimen.

#### 18.4 Screening Procedure

- 18.4.1 The initial screening of all collected specimens will be conducted by a designated Substance Abuse and Mental Health Services Association (SAMHSA) certified laboratory. This will generally occur within forty-eight (48) hours of receipt of the specimen.
- 18.4.2 Initial screening of urine specimens will be conducted using a testing methodology based primarily upon an “Enzyme Immunoassay” or other testing methodology of equivalent quality and acceptability.
- 18.4.3 If a confirmation test is conducted, it will be conducted by Gas Chromatography/Mass Spectrometry (GC/MS) testing or other testing methodology of equivalent quality and acceptability.
- 18.4.4 Upon receipt of a specimen for testing, the designated Laboratory will:
  - 18.4.4.1 Check the container to ensure it is not damaged, and that the seal is intact. If the seal is broken or the container damaged, the lab notifies the collection facility. The result will be considered a test taken and a negative result.
  - 18.4.4.2 Complete the appropriate “chain-of-custody” for the specimen.
  - 18.4.4.3 Conduct the initial testing of the specimen using an "Enzyme Immunoassay" technique or other testing methodology of equivalent quality and acceptability.
  - 18.4.4.4 If the specimen tests “negative”, all urine specimens will be discarded.
  - 18.4.4.5 If the specimen tests "positive", a confirmation test will be performed for the specific drug(s) found in the specimen during the initial test.
  - 18.4.4.6 If the confirmation test confirms the presence of prohibited substances, any remainder of the “A” specimen and the “B” specimen will be retained in a locked freezer for a minimum of one (1) year.
  - 18.4.4.7 If the confirmation test is “negative” the whole test will be considered negative.

#### 18.4.5 Alcohol Test

- 18.4.5.1 The standard for alcohol testing will be the converted urinalysis equivalent of a blood alcohol level of 0.02 percent.
- 18.4.5.2 An alcohol testing level of 0.02 percent or above will be treated as a “positive” result.

18.4.5.3 Any measurable amount of alcohol up to 0.02 percent shall be cause for mandatory referral of the unit member to the District's Employee Assistance Program.

18.4.5.4 If the confirmation test confirms the presence of alcohol, any remainder of the "A" specimen and the entire "B" specimen will be retained in a locked freezer for a minimum of one (1) year.

## 18.5 Reporting Test Results

18.5.1 The Medical Contractor will provide test results to the Vice Chancellor Human Resources/Designee.

18.5.2 Upon receipt of the test results, the Vice Chancellor Human Resources/Designee will send written notification of the test results to the unit member's home address. The notification shall be postmarked within two (2) working days, Monday-Friday, of District receipt of test results.

18.5.3 If the test results are positive, the Medical Review Officer will contact the unit member to give him/her the opportunity to provide information which may legitimately justify the positive test in writing.

18.5.4 If test results remain positive, the Vice Chancellor Human Resources/Designee will confidentially notify the Contract Training Manager who will be responsible for initiating an investigation.

## 18.6 Independent Testing

18.6.1 If the test results are positive, the affected unit member shall have the right to request independent testing of the "B" specimen. The request must be made to the Vice Chancellor Human Resources/Designee by the unit member five (5) days after receipt of predisciplinary notice. The right of the unit member to independent testing of the "B" specimen shall include:

18.6.1.1 The right to have the "B" specimen tested in another SAMHSA certified laboratory.

18.6.1.2 The right to have the GC/MS, or other testing methodology of equivalent quality or acceptability, conducted at District expense and maintaining the same notification of results.

18.6.1.3 Any other testing of the "B" specimen that is requested by the unit member will be at his/her own expense. The designation of the test to be performed shall be communicated by the affected unit member directly to the laboratory selected and shall be a confidential communication protected by the expert consultant privilege which shall extend to all communications between or on behalf of the affected unit member and the independent test laboratory and its personnel. The privilege is waived if section 18.6.1.2 is applicable.

18.6.1.4 The unit member shall first inform the Vice Chancellor Human Resources/Designee who in turn will initially contact the District's Laboratory to provide for release of the specimen. The Vice Chancellor Human Resources/Designee shall arrange with the District's laboratory to deliver the "B" specimen to the laboratory designated by the unit member. All arrangements will include the appropriate chain of custody and preservation of the "B" specimen.

18.6.2 If the unit member intends to challenge the accuracy of the results of the original “ A ” specimen with the results of the subsequent “B” specimen or information from any other resource or expert consultant, the employee must provide the information/test results from the second (2<sup>nd</sup>) testing laboratory to the District prior to any and all disciplinary hearings or meetings. If the reports are not provided prior to the predisciplinary meeting, the reports may not be used in any future appeal hearing.

18.6.3 If testing is done to confirm the presence of the prohibited substance identified in the original test, it shall be done in accordance with SAMHSA’s Mandatory Guidelines regarding Retesting of a Specimen, wherein the quantity for a retest is not subject to a specific cut-off requirement but must provide data sufficient to confirm the presence of the drug or metabolite.

#### 18.7 Program Records

18.7.1 All drug testing information relating to an individual unit member is strictly confidential.

18.7.2 All records related to the program shall be maintained as directed by the Vice Chancellor Human Resources/Designee.

#### 18.8 Use of Test Results

18.8.1 The Random Drug Screening Program shall be considered an administrative matter, and the results of this test shall not be used in any criminal action. However, if additional information is available through other means to support criminal action against an employee, the District shall not be precluded from taking further action.

#### 18.9 Disciplinary Standards

Unjustifiable positive test results or unjustifiable failure to test for prohibited substances under this Article may lead to discipline, up to and including termination.

18.10 The ingestion of poppy seeds, which are contained in a variety of food products, may result in a positive drug test results for opiates. If the drug-testing laboratory determines that the level of detected opiates is scientifically consistent with food usage, there will be no discipline imposed by the San Diego Community College District.

## ARTICLE XIX - DURATION AND CONDITIONS

- 19.1 This Agreement shall supersede any rules, regulations, or practices of the District which are or may be during its duration contrary to or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies of the District.
- 19.2 For the duration of this Agreement, the AFT and the District shall not be obligated to meet and negotiate with respect to any subject or matter, except those articles in the Agreement which specifically call for meeting and negotiating.
- 19.3 This Agreement shall constitute the full complete commitment between both parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 19.4 The duration of this Agreement shall be from October 1, 2007 through September 30, 2010.

APPENDIX I

CLASSROOM INSTRUCTOR EVALUATION CHECKLIST

<b>NAME:</b>		<b>RATE:</b>		<b>DATE:</b>			
<b>CIN:</b>		<b>TOPIC:</b>		<b>( ) HR/MR</b>			
<input type="checkbox"/> Technical Certification		<input type="checkbox"/> Technique		<input type="checkbox"/> Scheduled			
				<input type="checkbox"/> Unscheduled			
				Practice Teaching 1 2			
				<input type="checkbox"/>			
<input type="checkbox"/> Monthly 1 2 3		<input type="checkbox"/> Quarterly 1 2 3 4		<input type="checkbox"/> Lesson Qualification			
<input type="checkbox"/> IOY				<input type="checkbox"/> MTS			
				<input type="checkbox"/> IOQ			
Evaluate each item on the checklist. Rate each item a YES, NI (needs improvement), NO, or NA (not applicable)							
				YES	NI	NO	NA
1. INTRODUCTION							
a. Displayed course and topic title							
b. Introduced self							
c. Explained how the material fits into the course							
d. Explained objectives to the students							
e. Stressed the importance of safety precautions							
f. Explained the importance of satisfactory performance							
g. Motivated students to do their best							
2. PRESENTATION							
a. Lesson plan has been personalized							
b. Classroom and materials are ready for training							
c. Information technically accurate							
d. Taught from discussion points							
e. Used the lesson plan effectively							
f. Transitioned and chained material effectively							
g. Used questioning techniques effectively							
h. Used technology /training aids effectively							
i. Maintained proper eye contact							
j. Displayed enthusiasm							
k. Used gestures effectively							
l. Maintained a positive and professional attitude							
m. Used time effectively							
n. Avoided distracting mannerisms							
o. Used communication skills effectively							
p. Maintained flexibility							
q. Used personal experiences / examples to stress material							
r. Explained materials clearly							
3. INSTRUCTOR / STUDENT INTERACTION							
a. Established and maintained student attention							
b. Encouraged student participation							
c. Checked for student comprehension							
d. Established / maintained proper instructor / student relationship							
4. SUMMARY							
a. Related objectives to the lesson							
b. Summarized the lesson properly							
c. Questions checked student understanding							
d. Reemphasized the importance of safety precautions							

APPENDIX I

CENTER FOR NAVAL ENGINEERING LEARNING SITE SAN DIEGO  
CLASSROOM INSTRUCTOR EVALUATION CHECKLIST

( ) Satisfactory	( ) Unsatisfactory
( ) Recommended for a waiver	( ) Recommended for MTS

<b>REMARKS TO BE COMPLETED BY THE EVALUATOR</b>
All behaviors evaluated as NI or NO will be explained under this section; include any comments of an outstanding nature. A statement concerning safety evaluation procedures must be included in this section.

<b>SIGNATURE OF EVALUATOR</b>	<b>PRINT NAME AND TITLE</b>	<b>DATE</b>

**INSTRUCTOR IMPROVEMENT PLAN**

<u>I have been debriefed on this evaluation. I understand the areas that need improvement and will take the following action(s):</u>

<b>SIGNATURE OF INSTRUCTOR</b>	<b>PRINT NAME AND TITLE</b>	<b>DATE</b>

ROUTING

Course Manager \_\_\_\_\_ Division Officer \_\_\_\_\_ Department Head \_\_\_\_\_  
Learning Site ISS \_\_\_\_\_ OIC \_\_\_\_\_

APPENDIX I

LABORATORY INSTRUCTOR EVALUATION CHECKLIST

NAME:		RATE:	DATE:		
CIN:	TOPIC:		( ) HR/MR		
Number of Students:		Student / Instructor Ratio:			
( ) Technical Certification		( ) Technique	( ) Scheduled	( ) Unscheduled	Practice Teaching 1 2 ( )
( ) Monthly 1 2 3 ( ) IOY		( ) Quarterly 1 2 3 4	( ) Lesson Qualification	( ) MTS	( ) IOQ
Evaluate each item on the checklist. Rate each item a YES, NI (needs improvement), NO, or NA (not applicable)					
		YES	NI	NO	NA
1.	<b>INTRODUCTION</b>				
a.	Displayed course and topic title				
b.	Introduced self				
c.	Explained objectives to the students				
d.	Related classroom instruction to lab performance				
e.	Reviewed safety / sanitation procedures				
f.	Posted safety precautions as necessary				
g.	Explained the criteria for satisfactory performance				
h.	Motivated students to do their best				
2.	<b>PRESENTATION</b>				
a.	Lesson plan has been personalized				
b.	Work spaces / stations were ready for training				
c.	Reviewed Instructional materials with students				
d.	Demonstrated laboratory procedures effectively				
e.	Used communication skills effectively				
f.	Maintained a positive and professional attitude				
g.	Provided related instruction when needed				
h.	Asked thought-provoking questions				
i.	Managed time effectively				
j.	Safety devices / equipment were in good condition				
k.	Issued tools and materials expeditiously				
l.	Monitored students for safety practices				
m.	Instructor(s) assisted students as necessary				
3.	<b>INSTRUCTOR / STUDENT INTERACTION</b>				
a.	Students appeared to understand the assignment				
b.	Students used instructional materials correctly				
c.	Students appeared to seek help when needed				
d.	Recognized individual student differences				
e.	Checked student progress and understanding				
4.	<b>SUMMARY</b>				
a.	Related objectives to the laboratory				
b.	Students participated in the review; asked questions				
c.	Questions checked student understanding				
d.	Reemphasized the importance of safety precautions				

APPENDIX I

CENTER FOR NAVAL ENGINEERING LEARNING SITE SAN DIEGO  
LABORATORY INSTRUCTOR EVALUATION CHECKLIST

<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Recommended for a waiver
<b>REMARKS TO BE COMPLETED BY THE EVALUATOR</b>		
All behaviors evaluated as NI or NO will be explained under this section; include any comments of an outstanding nature. A statement concerning safety evaluation procedures must be included in this section.		
SIGNATURE OF EVALUATOR	PRINT NAME AND TITLE	DATE
<b>INSTRUCTOR IMPROVEMENT PLAN</b>		
<u>I have been debriefed on this evaluation. I understand the areas that need improvement and will take the following action(s):</u>		
SIGNATURE OF INSTRUCTOR	PRINT NAME AND TITLE	DATE

ROUTING

Course Manager \_\_\_\_\_      Division Officer \_\_\_\_\_      Department Head \_\_\_\_\_  
 Learning Site ISS \_\_\_\_\_      OIC \_\_\_\_\_

# AFT AGREEMENT

## INDEX

<u>SUBJECT</u>	<u>PAGE</u>
Academic Freedom	10
Adoption Leave	19-20
Agreement	1
Assault on Unit Members	8
Bereavement Leave	19-20
Board Minutes	2
Bulletin Boards	2
Disability Allowance	22
Discipline	7, 33-36
Discipline of Students	9-10
Evaluations	24
Family and Medical Leave	21
Flex Plan	26
Grievance Procedure	6-7, 33, 34
Half-Salary Sick Leave	14-15, 22
Health Leaves	17, 23
Holidays	6, 17
Industrial Accident and Illness Leave	21-23
Jury Duty	20
Leaves	14-23
Leave of Absence: Long-Term	17-19
Leave of Absence: Short-Term	19-21
List of Employees	2
Management Rights	5
Meeting Facilities	2
Meetings	2, 4, 28, 33
Method of Payment	12
Mileage Reimbursement	25
Military Leave: Long-Term	18
Military Leave: Short-Term	19
Mobile Training Teams	3, 25
Non-Discrimination	2
Offers of Employment	4
Open Enrollment	26
Organizational Security	30-31
Out-of-Class Assignment	12
Overpayments	12
Paternity/Adoption Leave	19, 20
Performance Evaluations	24

# AFT AGREEMENT

## INDEX (Continued)

<u>SUBJECT</u>	<u>PAGE</u>
Personal Business Leave	20
Personal Necessity Leave	15-16
Personnel File	9, 24, 33
Policy Changes	2
Promotional Opportunities	3
Reduction-in-Force	3
Reemployment and Timely Notice	27
Released Time	28
Safety	9, 29, 37, 38
Salary Schedule	11, 12
Salary Step Placement .	11
Separability and Savings	32
Service and Equipment	8
Service Credit for Retirement	15
Sick Leave	14-17, 18, 22
Site Visitation	4
Step Increments	11
Term of Employment	4
Transfers	3
Travel and Compensation	25
Underpayments	12, 31
Unit Member Rights	9-10
Vacation	16, 17, 18, 19, 20, 21
Workers' Compensation	16, 21, 22
Working Conditions	8