

**NAVAL TECHNICAL TRAINING PROGRAM
(SAN DIEGO)**

CONTRACT BETWEEN

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

AND

FLORIDA STATE COLLEGE AT JACKSONVILLE

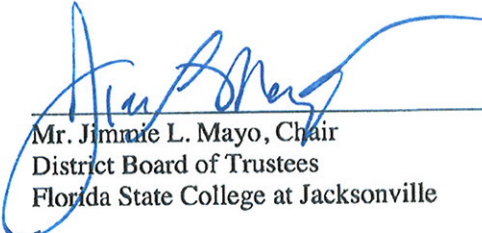


For the Period

October 1, 2013 through September 30, 2016


CONTRACT
BETWEEN THE DISTRICT BOARD OF TRUSTEES
OF
FLORIDA STATE COLLEGE AT JACKSONVILLE
AND THE
AFT GUILD, LOCAL 1931
AMERICAN FEDERATION OF TEACHERS, AFL-CIO,
NAVY TECHNICAL TRAINING UNIT

The following contract has been reached by the designated representatives of the District Board of Trustees of Florida State College at Jacksonville and the AFT Guild, Local 1931, American Federation of Teachers, AFL-CIO, Navy Technical Unit. Provisions of this Contract are effective October 1, 2013 through September 30, 2016, unless otherwise specified herein.




Mr. Jimmie L. Mayo, Chair
District Board of Trustees
Florida State College at Jacksonville

Date: 9/24/13



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

Date: 09/20/2013



Dr. Willis N. Holcombe, Interim College President
Florida State College at Jacksonville

Date: 9/24/13

**AMERICAN FEDERATION OF TEACHERS/
NAVAL TECHNICAL TRAINING PROGRAM**

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AMERICAN FEDERATION OF TEACHERS/
NAVAL TECHNICAL TRAINING PROGRAM

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ARTICLE I – PARTIES AND CHOICE OF LAW

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Contract") by and between the District Board of Trustees of Florida State College at Jacksonville ("Board") and the American Federation of Teachers Guild, Local 1931 ("AFT"), an employee organization. The signatories shall be the Chair of the District Board of Trustees, the College President of Florida State College at Jacksonville ("College") and President of the AFT. The College recognizes the AFT Guild, Local 1931 as the exclusive representative of Navy Technical Training Program instructors of Florida State College at Jacksonville.

- 1.2 The College is a political subdivision of the State of Florida. In light of the foregoing, the interpretation and application of this Agreement shall be governed by the laws of the State of California except where the laws of the State of Florida confer rights or impose duties and/or obligations upon the College and the District Board of Trustees that are not covered by or are in conflict with the laws of the State of California. In such case, the laws of the State of Florida shall supersede the laws of the State of California and shall govern the interpretation and application of this Agreement with regard to any such aforementioned rights, duties and/or obligations arising under the laws of the State of Florida. The College is not at present aware of any such conflicts. Disputes regarding this section may be submitted at Step 2 of the Grievance Article.

ARTICLE II - EMPLOYEE ORGANIZATION RIGHTS

2.1 Board Minutes

The College 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 Dean of Contracted Military and Government Operations (“Dean”) or designee will provide copies of docket materials dealing with the military program. This information may be provided electronically.

2.2 Bulletin Boards

The AFT shall have the right to use designated employee bulletin boards, College 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

Navy facilities may be made available with the permission of a responsible Naval custodial authority through the Contract Training Manager (CTM). No cost for the use of facilities shall be charged.

2.4 List of Employees

The College 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 Non-Discrimination

The College 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.

2.6 Reduction-in-Force

2.6.1 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

ARTICLE II - EMPLOYEE ORGANIZATION RIGHTS (continued)

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 (CTM) 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 College must within three (3) working days of receipt of such notice send a written notice to the AFT communicating the Navy's decision.

2.6.2 "Within subject area" is defined as the department the unit member has worked in: i.e., AC&R School, Electrical School, 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 College 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.

2.6.3 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).

2.7 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' CTM.

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 CTM shall

ARTICLE II - EMPLOYEE ORGANIZATION RIGHTS (continued)

send the unit member a written reason for denial of the transfer request and shall send a copy to the AFT.

2.8 Other Duties

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

2.9 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 Contract.

2.10 Site Visitation

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

2.11 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 College 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 College, an additional AFT representative will not be necessary.

2.12 Term of Employment

2.12.1 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 Contracting Officer's Representative (COR). In the event that the Navy notifies the College of a

ARTICLE II - EMPLOYEE ORGANIZATION RIGHTS (continued)

change in the incumbent or the designation of the position authorized to certify instructors, the College will notify the AFT in writing.

2.12.2 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 provided an offer of term employment that shall not exceed the duration of the College's contract with the Navy. When a probationary unit member has reached non-probationary status, he/she shall be provided an offer of term employment that shall not exceed the duration of the College's contract with the Navy.

- 2.13 Subject to applicable law, the College agrees to comply with reasonable information requests by the Guild regarding the administration of this Contract, any disciplinary proceedings, or the processing of any grievances. Disputes regarding this section may be submitted at Step 2 of the Grievance Article.

ARTICLE III - MANAGEMENT RIGHTS

- 3.1 The College 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 law.

- 3.2 It is also understood and agreed that the College 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 Contract. Included in, but not limited to those reserved duties and powers are the exclusive rights to determine and implement changes made necessary by Navy regulations, requirements, and contracts. This provision applies to lawful changes, provided that the Navy has the right and authority to require the change. Subsequent to implementation of such changes which impact matters within the scope of this Contract, the College 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 Contract which affects an employee covered by this Contract in his/her employment relationship.
- 4.1.2 An immediate supervisor means the Contract Training Manager.
- 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 College shall mean Florida State College at Jacksonville.
- 4.1.6 Board shall mean the District Board of Trustees of Florida State College at Jacksonville.

4.2 Procedure

Step 1

The grievant shall reduce the allegation, including specific sections of the Contract believed to have been violated and the remedy sought, to writing on the College /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 Dean or designee. The Dean or designee, shall respond to the allegation in writing to the grievant within ten (10) days following receipt of the grievance.

When the Dean 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 President of Human Resources, 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.

ARTICLE IV - GRIEVANCE PROCEDURE (continued)

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 President of Human Resources, 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 College and the AFT with his/her decision. Fees and expenses of the arbitrator shall be borne equally by the College and AFT.

All issues will be submitted for advisory arbitration only.

On matters submitted for advisory arbitration, the decision of the advisory arbitrator shall stand unless reversed by the College's District 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 College 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 College, the College 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 College 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.

ARTICLE IV - GRIEVANCE PROCEDURE (continued)

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

5.2 College issued employee identification cards shall be provided to all unit members. Navy issued Common Access Cards (CAC) shall be requested from the Navy by the College for all instructors with a job related need for a CAC.

5.3 Assault on Unit Members

5.3.1 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.

5.3.2 The College 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 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 College.

5.4 Assignment of Unit Members

5.4.1 The College reserves the right to assign the work of unit members.

5.4.2 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.

5.5 Prior Notice

The College 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 College 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 College personnel file which is maintained in the CTM'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 College when actually necessary in the performance of routine College business, the Vice President of Human Resources or designee, the Dean or designee, the CTM, legal counsel of the College 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 College employee conducting routine College business who serves under the direction of the Vice President of Human Resources, and may not be opened except by the Vice President (or acting Vice President) of Human Resources.

ARTICLE VI – UNIT MEMBER RIGHTS (continued)

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 College personnel file.

6.3 Duty to Report Student Problems

Unit members will report immediately to the Navy Technical Assistant any student actions which 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. Further, instructors have a duty to report any student who demonstrates inability to profit by instruction or unwillingness to comply with class procedures as soon as practicable to the Navy Technical Assistant.

6.4 Academic Freedom

The College 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 College 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 Contract.

ARTICLE VII – SALARY

7.1 Incumbent Instructors

Effective October 1, 2013, all instructors shall receive a 3.0% increase on their base hourly wage rate.

Effective October 1, 2014, all instructors shall receive a 3.0% increase on their base hourly wage rate.

Effective October 1, 2015, all instructors shall receive a 3.0% increase on their base hourly wage rate.

7.1.1 Newly Hired Personnel

Instructors hired by the College after October 1, 2013, shall be paid the following wage rates until certification in their respective job assignment:

Effective October 1, 2013 - \$28.55 per hour
Effective October 1, 2014 - \$29.41 per hour
Effective October 1, 2015 - \$30.29 per hour

At the time of certification in the respective job assignment, the instructor shall be paid the following hourly wage rate:

Effective October 1, 2013 - \$29.20 per hour
Effective October 1, 2014 - \$30.08 per hour
Effective October 1, 2015 - \$30.98 per hour

The above wage schedule applies to all personnel assigned work as an instructor as defined by the Department of Labor Directory of Occupations.

7.2 Work Year

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 Course Schedule, or any other contract conditions.

The work year for full-time unit members shall normally be 240 (two hundred forty) days per year in addition to the ten (10) paid holidays stated in Article VIII Leaves, Section 8.3. The work year runs from October 1 through September 30.

ARTICLE VII – SALARY (continued)

The work year for instructors under this contract shall normally be 1920 hours per year. Notwithstanding that minimum, the College may offer reduced hour contracts.

The College shall determine the number of reduced hour contracts needed in each instructional area based upon the instructional needs of the contract with the Navy in relation to hours, student-instructor ratios, and number of actual instructors needed at each location per Navy task order. Instructors voluntarily accepting a reduced hour contract shall not lose any seniority rights or have their seniority accrual diminished. Based upon seniority, instructors shall have the first right of refusal for reduced hour contracts offered to current instructors.

Where feasible, the first choice will be to temporarily increase hours of instructors already on reduced hour contracts before hiring new instructors at reduced hour contracts, unless scheduling needs in the affected instructional area require hiring of additional instructors rather than adding additional hours. Any offers of additional hours (up to a maximum of 1920 total contract hours) will be extended in order of seniority to instructors in the affected instructional area or who are qualified/certified to teach in the instructional area who are available for the additional hours.

7.2.1 Decisions to reduce the work year hours for a group or department or more may be made by management based on the task order who will provide a written notice 15 days in advance of the scheduled date of the reduction. A copy of said notice shall simultaneously be provided to the AFT President. Management has the option of soliciting for volunteers who may desire a reduced number of work year hours. If a decision is made hereunder to reduce an instructor's hours to less than full time, then the Instructor will continue to receive full time benefits.

7.3 Underpayments or Overpayments

Proper salary payment is a joint responsibility of the unit member and the College. Unit members suspecting that they are incorrectly paid should bring this information to the attention of the College's 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 paycheck, retroactivity will be extended until a correct payment is issued.

ARTICLE VII – SALARY (continued)

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

In cases of overpayment, the unit member shall pay the full amount back to the College within one (1) calendar year from the date of the issuance of the unit member's first paycheck 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.

7.4 Method of Payment

Pay dates for contract services shall normally be on the last working day of the month and the pay amount due will be deposited directly into the instructors' designated financial institution.

7.5 Lead Instructors

7.5.1 A 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. A unit member so assigned will be compensated \$215 per month beginning October 1, 2013; \$235 per month beginning October 1, 2014; and \$255 per month beginning October 1, 2015.

7.5.2 A 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. A unit member so assigned will be compensated \$95 per month beginning October 1, 2013; \$105 per month beginning October 1, 2014; and \$115 per month beginning October 1, 2015.

7.6 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 Contract. 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 College, 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 CTM. The release form may contain prognosis for recovery. At the employee's request the details of prognosis will be maintained confidential within College 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 College. 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

At the beginning of each fiscal year, all instructors shall be credited with twelve (12) days of sick leave to their sick leave account.

Unused, full-salary sick leave shall accumulate 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.

ARTICLE VIII – LEAVES (continued)

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

8.1.5 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.

8.1.6 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.

ARTICLE VIII – LEAVES (continued)

- 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 scheduled off-time 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 College, shall be filed. Verification may be required, including a signed statement by the employee and/or the attending physician.

8.1.7 Catastrophic Illness or Injury Leave

At the discretion of the College, this section will sunset and become null and void ninety (90) days after the College 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 Unit. 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 College may require the unit member who is incapacitated to undergo an examination by a physician selected by the College, at the College'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 College 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 College Payroll

ARTICLE VIII – LEAVES (continued)

- 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 College, 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

Vacation accrual is based on years of service in the CIP program with the Navy and level advancement occurs on the employee's anniversary date.

Less than one year service – Ineligible
One to Four years of service – 80 hours
Five to Fourteen years of service – 120 hours
Fifteen or more years of service – 160 hours

8.2.1 Since unit members will only work 240 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 ÷ 1920 hours/year. Unit members earn vacation in accordance with SCA, ten days after one year of service, 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 College to cover course schedules appropriately.

ARTICLE VIII – LEAVES (continued)

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 College 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 Contract 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 College, 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

ARTICLE VIII – LEAVES (continued)

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 College 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 College – 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 College 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 College.
- 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.

ARTICLE VIII – LEAVES (continued)

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 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 Contract.

8.5.2 Application for Benefits

Requests for short-term leaves shall be in writing, upon the appropriate form prescribed and provided by the College, 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:

ARTICLE VIII – LEAVES (continued)

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 instructional year only upon approval by the Dean, and only when satisfactory documentation is provided to show that the military requirements cannot be satisfied during off-time 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),

ARTICLE VIII – LEAVES (continued)

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 College.

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:

ARTICLE VIII – LEAVES (continued)

- 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 an off-time period or to provide additional days off immediately preceding or following a holiday.

8.6 Industrial Accident and Illness Leave

The College will maintain a Workers Compensation insurance policy that satisfies the requirements of California law. Such policy shall be provided to the AFT and shall be administered by the College's payroll processing vendor and the CTM. Instructors shall be provided with the procedures needed to fill a Workers' Compensation claim, and notices shall be posted on employee bulletin boards.

8.6.1 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 College 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. CTM, one (1) evaluation per year;
 2. Peer, one (1) evaluation per year;
 3. Lead Instructor, one (1) evaluation per year;
 4. One (1) self-evaluation per year.

- b. For probationary unit members:
 1. CTM, one (1) evaluation per quarter;
 2. Peer, 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 Contract.

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 College-related activities. Approval must be granted by the Dean 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 College shall provide reimbursement for use at the rate established by the College. For approved travel in excess of two hundred fifty (250) miles, coach airfare reimbursement shall be substituted for mileage reimbursement.

ARTICLE XI - COLLEGE 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, 2013, \$4.39 per hour;
 - 2) Effective October 1, 2014, \$4.52 per hour;
 - 3) Effective October 1, 2015, \$4.66 per hour.
- b) College-paid group dental and vision insurance for employees and eligible dependents.
- c) All employees shall be given specific information on benefits' package during initial orientation and each year during open enrollment which is typically held during the latter part of October through mid-November.

11.2 The College 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. The College offers employees participation in its Flexible Spending Account (FSA) Plan for health care expenses and dependent care expenses. Amounts included in the FSA Plan generally would not be subject to federal, state, or social security taxes.

It is understood that the College has made no representation regarding tax or other consequences of the FSA 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 Up to five (5) full-time unit members will be eligible to receive College-paid major medical coverage through a health insurance plan available through the College (currently a Blue Cross PPO plan known as "Blue Wave"). Employees may select 'employee only' coverage, 'employee plus children', 'employee plus spouse' or 'family' coverage. Unit members electing to participate in the benefits provided for in this section are not eligible for the benefits provided for in section 11.1 above. The benefits available under this section shall first be offered to the five instructors receiving Kaiser coverage under the previous contract. Subsequent to this initial offer, coverage under this section shall be offered on a first come, first served basis and will not exceed five (5) participants at any one time.

Details of the College's benefits plans may be found at:

<http://www.fccj.org/campuses/mccs/HumanResources/benefits.html>

ARTICLE XI - COLLEGE BENEFITS (continued)

11.4 All full-time employees are eligible for long term disability insurance coverage on the first day of the month following employment. The College provides this coverage at no cost to full-time active employees.

This insurance is a wage replacement policy that can begin payment after six months (180 days) of disability. Eligible employees are provided with an income of up to 60% of their monthly earnings. The monthly maximum benefit is \$7,000.

11.5 Life insurance will be provided by the College to each full-time instructor with life insurance valued at the rate equal to the instructor's annual base salary.

11.6 Supplemental Life Insurance – May be purchased by instructors as offered by the Employer at premiums determined solely by the Employer.

11.7 Tax Advantaged Plans – Voluntary 403(b) Plan and 457(b) Deferred Compensation Plan.

11.8 Employee Assistance Program

11.9 Full-time Instructors and their eligible dependents shall receive a tuition waiver for tuition and fees for courses taken at Florida State College at Jacksonville provided:

- 1) The instructor and eligible dependent(s) meet the admission requirements set by the Board; and
- 2) The instructor and eligible dependents present a certificate of satisfactory completion of courses taken.
- 3) As an option, instructors may execute a payroll deduction authorization form and provide related course completion information as required.
- 4) Private tutoring, private instruction, vocational courses and leisure-time courses are excluded.

ARTICLE XII - REEMPLOYMENT AND TIMELY NOTICE

- 12.1 A unit member who fails to signify, in writing, to the Vice President of Human Resources, 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 College. The Dean 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 Contract shall be provided to all unit members. Distribution to unit members shall be the responsibility of the College. The College and the AFT shall share the cost of printing copies of the Contract. New employees will be provided a copy of this Contract on the first day of employment by the College.

- 13.2 Release time shall be made available by the College for Navy Technical Training Program unit members to participate in bargaining meetings with College representatives. The College 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 College to maintain safe procedures and practices. Unit members shall report in writing to their CTM 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 College 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 Contract shall execute within thirty (30) calendar days of his/her first day of employment with the College 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 College 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 College 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 College 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 College shall, within thirty (30) days of the signing of this Contract, 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 Contract or of entry into a classification covered by this Contract, the College 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 College.

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.

ARTICLE XV - ORGANIZATIONAL SECURITY (continued)

15.6 Financial Documentation

AFT shall provide the College with a copy of any financial reports required under Section 3546.5 of the California 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 College 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 College payroll of appropriate authorization forms, the College 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 College 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 College 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 College 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 College for the purposes of complying with the requirements of this Article.

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

15.11 With respect to all sums deducted by the College pursuant to authorization of the unit member, the College agrees to remit monthly, within fifteen (15) days following the date of deduction on the unit member's paycheck, 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 College 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 College.

ARTICLE XVI - SEPARABILITY AND SAVINGS

- 16.1 If any provisions of this Contract 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 17.14. 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 Disciplinary procedures must be initiated no later than ninety (90) calendar days following the occurrence or knowledge by the College 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 CTM.

- 17.4 When problems arise in the performance of assigned duties and responsibilities, the College 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.
- 17.5 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.
- 17.5.1 A statement of the proposed disciplinary action,
- 17.5.2 A statement of the charges from section 17.8 of this Article upon which the proposed disciplinary action is based;
- 17.5.3 The rule, regulation, practice, or policy violated;
- 17.5.4 A statement of the facts upon which the proposed disciplinary action is based;

ARTICLE XVII – DISCIPLINE (continued)

- 17.5.5 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;
- 17.5.6 A statement of the unit member’s right to respond orally or in writing or both;
- 17.5.7 A statement of the right of the unit member to have representation;
- 17.6 The College 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 College, 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.
- 17.7 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.
- 17.8 Grounds 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 College;

ARTICLE XVII – DISCIPLINE (continued)

- 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 College. 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 College, 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 College 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.

ARTICLE XVII – DISCIPLINE (continued)

- 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.”)
- 17.9 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 College 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.
- 17.10 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 17.6 and 17.12 through 17.14 shall still apply in these cases.
- 17.11 With the exception of those cases where Section 17.10 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.
- 17.12 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.

ARTICLE XVII – DISCIPLINE (continued)

17.13 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.

17.14 Release of Probationary and Hourly Instructors

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

ARTICLE XVIII - DRUG AND ALCOHOL TESTING PROGRAM

Florida State College at Jacksonville and AFT have an interest in providing a safe workplace, free from alcohol and/or controlled substances. The College 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 Employment

- 1) The CTM shall:
 - a. Advise the primary candidate for any full-time position that the College's Drug Free Workplace Policy requires negative results on a pre-employment drug test as a condition of employment, and;
 - b. That he/she will be contacted by the College's Employment Officer or his/her designee with further information and instructions to arrange for drug/alcohol testing.
- 2)
 - a. Negative (satisfactory) Test Results – When advised of negative results, the CTM may advise the candidate that his or her employment will be recommended to the District Board of Trustees and schedule a date and time for the candidate to complete required employment documents in the Human Resources Department.
 - b. Positive (Unsatisfactory) Test Results – Upon receipt of a confirmed positive result, the CTM or his designee shall notify the candidate. Candidates who fail to pass a drug/alcohol test shall not be eligible to reapply for positions at the College for a minimum of six months.
- 3) Current part-time employees whose screening reports are positive when applying for full-time positions shall immediately be recommended for termination from any current employment by the College in accordance with the Rules of the District Board of Trustees and be ineligible for consideration as an employee of the College for a minimum of six consecutive months.

ARTICLE XVIII - DRUG AND ALCOHOL TESTING PROGRAM (continued)

18.1.2 Post-Accident Testing

- 1) Any employee who, while in the performance of his/her duties, is involved in an accident in which personal injury or property damage is sustained may be required to undergo testing if there is reasonable suspicion that drugs or alcohol were involved.

18.1.3 Reasonable Suspicion of Drug/Alcohol Abuse

- 1) Any employee whose behavior or performance indicates a reasonable concern as to her/his ability to safely and adequately perform the duties of his/her regularly assigned work shall be asked to submit to testing.
- 2) The refusal by an employee or candidate for employment to submit to drug testing shall be considered an unsatisfactory test result.
- 3) An employee who requests assistance in overcoming an alcohol/drug problem may volunteer for help through the College's Employee Assistance Program (EAP). Drug screens will not be required in this event and the employee shall not be subjected to disciplinary action solely on the basis of his or her admission.
- 4) Employees will be considered to be in a duty status during and while traveling in connection with required drug screening.

If the CTM questions the ability of an employee to safely travel, he or she may request transportation for the employee to the testing facility and then to her/his home.

- 5) If the result is negative, the employee will be returned to his/her position without prejudice. Continued performance problems will be handled by due process. Any employee can be asked to submit to drug screening at any time in the future if warranted by reasonable suspicion.
- 6) If the result is positive, the employee will be requested to obtain drug rehabilitation treatment through the College's Employee Assistance Program and/or personal physician. If the employee participates in the programs prescribed by the EAP and/or his or her personal physician, they will be permitted to continue in their position subject to existing policies for continued employment and satisfactory results on drug tests which shall be required at least each six months for a period of up to two years. A second positive at that time shall be considered grounds for termination.

ARTICLE XVIII - DRUG AND ALCOHOL TESTING PROGRAM (continued)

- 7) Refusal to accept drug rehabilitation treatment through the EAP or a personal physician shall be considered a violation of the Board Rule 6Hx7-2.22, Drug Free College Environment, and the employee will be subject to suspension, termination, and/or such other action the College deems appropriate.
- 8) Any employee who witnesses the use, possession or selling of an illegal substance by another employee on College property should immediately report that information to the CTM as a violation of Board Rule 6Hx7-2.22.

18.2 Employee and Job Related Rights

- 18.2.1 Present employee or job applicants will provided copies of the results of their drug tests upon receipt of their written requests to the CTM.
- 18.2.2 Within five (5) working days after receiving notice of a positive, confirmed test result, an employee or applicant for employment may submit written information explaining or contesting the test results and explaining why the test results do not constitute a violation of the Rules of the District Board of Trustees. Such information shall be addressed to the Associate Vice President of Human Resources.
- 18.2.3 If the response is satisfactory, the Associate Vice President of Human Resources will take appropriate steps to reverse the results of the original negative test results. If the employee or applicant's information is not sufficient evidence that a Board Rule has not been violated, the Associate Vice President of Human Resources will reply as to why the information is not satisfactory.
- 18.2.4 Within 180 calendar days after receiving written notice of a positive drug test, an employee or job applicant can demand that a portion of the original specimen be retested at his or her own expense at another laboratory licensed and approved by the State of California which the employee or applicant selects. The second laboratory must test the specimen at the same or greater sensitivity for the drug in question.
- 18.2.5 If a drug test is conducted on the basis of reasonable suspicion, the CTM requiring the test must, within five (5) working days, provide the Associate Vice President of Human Resources with the details of the circumstances which formed the basis for the determination of reasonable suspicion. The Associate Vice President of Human Resources must provide a copy of this information to the employee upon receipt of his or her written request.

ARTICLE XIX - DURATION AND CONDITIONS

- 19.1 This Contract shall supersede any rules, regulations, or practices of the College which are or may be during its duration contrary to or inconsistent with its terms. The provisions of the Contract shall be considered part of the established policies of the College.
- 19.2 For the duration of this Contract, the AFT and the College shall not be obligated to meet and negotiate with respect to any subject or matter, except those articles in the Contract which specifically call for meeting and negotiating.
- 19.3 This Contract shall constitute the full complete commitment between both parties and shall supersede and cancel all previous agreements, both written and oral. This Contract 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 Contract.
- 19.4 The duration of this Contract shall be from December 1, 2010 through September 30, 2013.

APPENDIX I

CLASSROOM INSTRUCTOR EVALUATION CHECKLIST

NAME:		RATE:		DATE:			
CIN:		TOPIC:		() HR/MR			
<input type="checkbox"/> Technical Certification <input type="checkbox"/> Technique <input type="checkbox"/> Scheduled <input type="checkbox"/> Unscheduled		Practice Teaching 1 2 <input type="checkbox"/> Lesson Qualification <input type="checkbox"/> MTS <input type="checkbox"/> IOY		<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

CLASSROOM INSTRUCTOR EVALUATION CHECKLIST

<input type="checkbox"/> Satisfactory <input type="checkbox"/> Recommended for a waiver	<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Recommended for MTS	
REMARKS TO BE COMPLETED BY THE EVALUATOR		
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
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>		
SIGNATURE OF INSTRUCTOR	PRINT NAME AND TITLE	DATE

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	
() Monthly 1 2 3		() Quarterly 1 2 3 4		() Lesson Qualification	
() IOY		() 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.	INTRODUCTION				
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.	PRESENTATION				
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.	INSTRUCTOR / STUDENT INTERACTION				
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.	SUMMARY				
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

LABORATORY INSTRUCTOR EVALUATION CHECKLIST

<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Recommended for a waiver		
REMARKS TO BE COMPLETED BY THE EVALUATOR 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
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>		
SIGNATURE OF INSTRUCTOR	PRINT NAME AND TITLE	DATE

ROUTING

Course Manager _____ Division Officer _____ Department Head _____
 Learning Site ISS _____ OIC _____

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