



# **COLLECTIVE BARGAINING AGREEMENT**

**July 1, 2021 - June 30, 2024**

*between the*

**Napa Valley Community  
College District**

*and the*

**Napa Valley College  
Union of Classified Professionals**





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## **ARTICLE 1 – RECOGNITION**

The Napa Valley Community College District (hereinafter referred to as "District") recognizes Service Employees International Union (SEIU), Local 1021 and Napa Valley College Union of Classified Professionals (NVC-UCP), hereinafter referred to as "Union," as the exclusive representative for all regular and probationary classified employees per the District's resolution dated May 12, 1977, the Recognition Agreement dated April 28, 1977, and the subsequent Recognition Agreement dated March 1, 2007, all of which are incorporated herein. Classifications for which recognition has been granted are enumerated and attached hereto in Appendix A and Appendix B of the Agreement. The term "employee" or "employees" as used herein shall refer to those salaried, regular and probationary employees in the classifications listed in Appendix A and Appendix B. Any classifications added subsequent to this agreement shall be recognized in a Memorandum of Understanding.

## ARTICLE 2 – UNION RIGHTS

This Agreement is not intended to modify or change rights of the Union guaranteed by law other than those rights which are referred to in this Agreement.

### 2.1 CREATION OR DELETION OF POSITIONS

Prior to creation of any new "unit" position(s), it is agreed the Union and District shall consult in the areas of wages, hours, and working conditions as defined by the Educational Employment Relations Act (E.E.R.A.).

2.1.1 The District has the right to delete any position left vacant for ninety (90) days consistent with the District right to "determine the number and kinds of personnel required" as stated in Article 3. District agrees to notify the Union of deletions at least forty-five (45) days prior to the position being officially deleted.

2.1.2 Prior to the deletion of an occupied position, lay-off procedures as defined in Article 18 of this agreement will be followed.

### 2.2 ACCESS

The Union shall have access to areas in which employees work and to the use of employee bulletin boards, mailboxes, and email, as well as the use of institutional facilities for meetings, concerned with the exercise of the rights guaranteed by the Rodda Act and subject to reasonable rules of the District. The use of facilities for other meetings shall be subject to reasonable rules of the District. Use of college resources and/or facilities shall not violate Section 7054 of the California Education Code, which prohibits the use of District funds, services, supplies, or equipment for the purpose of urging the support or defeat of any ballot measure or candidate.

### 2.3 UNION POSITIONS

#### 2.3.1 UNION STEWARDS

The Union shall designate up to twelve (12) stewards who, along with union officers, shall be granted release time subject to reasonable regulations by the District for attending meetings related to evaluations, grievances, and/or discipline as noted in Articles 8, 22, and 23.

2.3.1.1 A list of stewards shall be submitted to the Associate Vice President, Human Resources and Training & Development and Title IX Coordinator (the chief human resources officer) on an annual basis.

2.3.1.2 No more than one steward or union officer shall be granted release time for a single issue, except as noted in 2.3.1.3 and 2.3.1.4.

2.3.1.3 A new steward may attend meetings related to evaluations, grievances, and/or discipline as part of the training process. In such cases, these stewards shall be observers only, and the new steward will request permission of their supervisor to attend. Additionally, the primary steward will advise the supervisor of the represented employee that an additional steward will be present to observe.

2.3.1.4 In the event a particular steward has expertise on a matter and is not serving as the primary steward, the additional steward may be released to assist with the process as long as the supervisor of the additional steward agrees to the request. The supervisor of the represented employee will be advised.

### **2.3.2 UNION OFFICERS**

At the conclusion of the Union elections, the out-going Union president will notify the Superintendent/President and chief human resources officer of the newly elected officers and their duties. A memo will be sent from the Superintendent/ President to the supervisor of each new officer outlining the employee's new elected role. The memo will ask the supervisor to support the employee in fulfilling the elective duties by allowing the employee flexibility in their work schedule to complete elective duties, so long as those duties do not negatively impact departmental functions and do not result in the use of overtime.

### **2.3.3 RELEASE TIME**

The District supports release time for union officers, stewards, and classified senate officers so they can attend to their elected and appointed functions, including appropriate union officer and union steward training. Except in emergency situations, union officers and stewards will advise their respective supervisors of union-related meeting times with advance notification of at least five (5) days. The Union and District recognize that supervisors may ask that meeting times be changed or postponed due to staffing challenges and/or critical deadlines. The Union and the District agree that such release time is not to exceed four (4) hours per month per individual. Release time allocations are as follows:

- One (1) hour per month per person for Classified Senate Board Meetings
- One (1) hour per month per person for Union Board Meetings
- Two (2) hours per month per person for Union Officer Training and Union Steward Training

In the event issues arise regarding the necessary flexibility to address union activities or the performance of essential functions of the department, the employee and supervisor will consult with the chief human resources officer in an effort to come to mutual agreement on the matter. If there is no resolution at this level, the Superintendent/President will make a determination on the matter.

## **2.4 NEGOTIATING TEAM**

The negotiating team shall consist of four (4) members who shall be granted release time for negotiations which occur during duty time, including appropriate training. The Union negotiating team shall be allowed one hour of release time for every negotiations session to allow for adequate preparation.

## **2.5 BOARD MEETING RELEASE TIME**

The Union president, or designee, shall be granted release time to attend Board of Trustees meetings which occur during duty hours.

## **2.6 DUES DEDUCTION**

- 2.6.1 An employee may at any time execute a payroll deduction authorization form or forms (“Deduction Authorization Form”) (including any Union dues, fees, or other deductions as permitted by law) furnished by the Union.
- 2.6.2 The Union shall be the custodian of records such Deduction Authorization Forms and will provide the District with a certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction is to be made (“Certification”). The Union shall not be required to provide the District a copy of the member’s Deduction Authorization Form unless a dispute arises about the existence or terms of the Deduction Authorization Form. However, the Certification will contain sufficient information to allow the District to identify the appropriate level of deductions for each employee.
- 2.6.3 Effective as of this agreement, the District shall continue deductions in the amount prescribed by the Union in the next full payroll period after receipt of written Certification from the Union. The employer shall transmit such payments to the Union no later than thirty (30) days after the deduction from the member’s earnings occurs. The effective date of the first pay period will be the next full payroll period after the receipt.
- 2.6.4 Member request to change or cancel deductions must be made to the Union and not to the District. The District shall not resolve disputes between the Union and represented employees concerning Union Membership or deductions. The District shall direct member requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions for a member were properly canceled or changed.
- 2.6.5 The Union shall indemnify and hold the District harmless for any costs or expenses borne by the District in enforcing these provisions or defending actions challenging these provisions.
- 2.6.6 The Union shall have the opportunity to distribute Deduction Authorization Forms at new employee orientation(s). If employees are hired when the District is not conducting new employee orientations (for example, as a result of a public health emergency), the District will provide the Union equivalent access to distribute Deduction Authorization Forms.

## **2.7 COMMITTEE PARTICIPATION**

- 2.7.1 The District and Union agree that unit representation on academic senate standing committees and subcommittees; on District selection committees, standing committees and subcommittees; ad hoc college-wide committees; contractual study committees; college-wide task forces; and other college-wide groups is consistent with the District’s and unit’s commitment to shared governance.
- 2.7.2 The District encourages committee participation by all regular employees, and commits that, to the extent participation is not detrimental to the employee’s job performance or unduly burdensome on college operations, employees shall be offered the opportunity to participate on college-wide committees.



- 2.7.3 In addition to the general encouragement of all employees to serve on college-wide committees, as outlined above in Article 2.7.1, regular employees shall be eligible to participate on one on-going, college-wide committee per year, as part of their regular assignments.
- 2.7.4 All committee participation requires prior supervisor approval on an annual basis. Denial by the supervisor shall be subject to one appeal to the supervisor's supervisor whose decision shall be binding and not subject to further appeal.
- 2.7.5 At the beginning of each school year the Superintendent/President or designee shall send a memo to classified supervisors reminding them of the contract language covering committee participation, staff development, and elected positions within NVC-UCP. The memo will stress the importance of allowing classified staff members to participate actively as provided for in this agreement.

2.7.6 Training Opportunities

The District and Union hereby agree that effective participation of classified staff within the college decision-making system requires adequate and sufficient in-service training on a release-time basis. Accordingly, the District will provide appropriate and sufficient training for those classified employees who wish to participate in the following:

- Budget Committee
- Planning Committee
- Appraisal and Hiring Committees
- Staff Development Committee
- Negotiating Team
- Executive Committee of the NVC-UCP
- Classification Review Committee
- Stewardship

Release for such training will be made in consultation with the supervisors of the participating employees.

**2.8 EMPLOYEE LIST**

It is understood and agreed that the Union shall receive a list of employees and positions on an annual basis. The District shall honor written requests for additional employment information, with reasonable notice.

**2.9 DISTRICT NOTICE TO UNION OF NEW PROBATIONARY/REGULAR CLASSIFIED EMPLOYEES**

- 2.9.1 The District shall provide the Union President with the full legal name, date of hire, classification, and work location for any newly hired probationary/regular, classified employee(s) within ten (10) days of date of hire via electronic mail.
- 2.9.2 For the purposes of this agreement, a “newly hired employee” or “new hire” means any probationary/regular, classified employee hired by the District and whose employment has been ratified at a Board of Trustees’ meeting. This includes all employees who are or have been previously employed by the District and whose new position places them in the bargaining unit represented by Union. For those latter employees and for purposes of this agreement, the “date of hire” is the date upon which the employee’s employee status changed to probationary/regular, classified employee.

## **2.10 EMPLOYEE INFORMATION**

2.10.1 The District shall provide the Union President with the following contact information electronically, via a mutually agreeable secure method. The District shall provide this information for new probationary/regular, classified employees, within thirty (30) calendar days of the date of hire with the exception of personal information pertaining to employees performing law-enforcement related functions. Personal information for this purpose includes the following: home address, home and cell phone numbers, and personal email address. Additionally, the District shall provide this information for all probationary/regular classified employees on or before January 30, May 30 and September 30 each year with the exception of personal information pertaining to employees performing law-enforcement related functions as noted above.

In the event no new probationary/regular, classified employees are hired between January 30-May 29, May 30-September 29, or September 30-January 29 of any year, the District shall send an e-mail to the Union President confirming no new classified employees were hired.

2.10.2 The contact information provided to Union includes the following items, with each field in its own column in the document:

- a. First name;
- b. Last name;
- c. Job title;
- d. Department;
- e. Date of hire in probationary/regular, classified position
- f. Work location;
- g. Work telephone number;
- h. Home address (incl. apartment #);
- i. City;
- j. State;
- k. ZIP code;
- l. Home telephone number (10 digits);
- m. Personal cellular telephone number (10 digits); and
- n. Personal email address of the employee, on file with the District.

## **2.11 NEW EMPLOYEE ORIENTATION**

2.11.1 “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

2.11.2 The District will schedule a New Employee Union Orientation for a minimum of thirty (30) minutes and a maximum of sixty (60) minutes every second Tuesday following a regularly scheduled Board of Trustees meeting at 3:00 p.m. for one (1) Union representative, including but not limited to a Union representative, Union officer, Union steward or other Union member to meet with new probationary/regular, classified employees in the Classified Lounge located in building 1300.

- 2.11.3 The District shall provide the Union with a list of employees scheduled to attend each orientation at least ten (10) workdays in advance except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
- 2.11.4 The District shall provide a minimum of thirty (30) minutes and a maximum of sixty (60) minutes of release time from duty for one (1) Union representative and the new employee(s) to participate in the New Employee Union Orientation.
- 2.11.5 The Union shall provide the District with the names of the Union Representatives or designees scheduled to attend each New Employee Union Orientation(s) at least 14 days in advance of each orientation.
- 2.11.6 If new employee is unable to attend their scheduled New Employee Union Orientation, it will be the responsibility of the employee and Union to reschedule the orientation, which may occur on a subsequent Tuesday, with notification sent to the District in writing via the Office of Human Resources, Training and Development.

**2.12 GRIEVANCE PROCEDURE**

- 2.12.1 Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement, except as follows.
  - 2.12.1.1 Definition of a "Grievant": For the purposes of this Agreement, the "Grievant" shall only be SEIU and its Chapter 1021. No single employee or group of employees may grieve this agreement, unless they are authorized representatives of SEIU and its Chapter 1021 and grieving on behalf of the union.
  - 2.12.1.2 Opportunity to Cure: Before filing a grievance alleging the District failed to provide information required under Articles 2.9-2.11, Union will notify the District that it failed to provide information and the District will have ten (10) business days to provide the information. The timelines for filing a grievance will commence after the ten (10) business day period has expired if the District fails to provide the information in that time. See Article 23 for grievance process.

## **ARTICLE 3 – DISTRICT RIGHTS**

### **3.1 DISTRICT RIGHTS**

The following will not be interpreted to allow the District to violate the Education Code or otherwise violate any laws. It is 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. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

### **3.2 EMERGENCIES**

Nothing herein shall be construed to limit the authority of Administration to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies, as defined in Section 8558(c) of the Government Code. However, such emergency assignments shall not extend beyond the period of such emergency. Nothing in this section shall be construed to include a fiscal emergency.

### **3.3 PHYSICAL EXAMINATIONS**

Employment and pre-employment physical examinations, fitness for duty examinations, and tests related to communicable diseases shall comply with applicable sections of the Education Code, board policies, and accompanying administrative regulations for both applicants and employees. Costs associated with examinations and tests will be borne by the District.

## ARTICLE 4 – EMPLOYEE RIGHTS

The District and Union recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, or participate in employee organizational activities.

- 4.1 The District will make payroll deductions for employees requesting them for payment of Union-sponsored insurance.
- 4.2 The District and Union recognize that the District has an obligation under the Americans with Disabilities Act (ADA) to meet with individual employees who allege a need for reasonable accommodation in the work place because of a disability. The Union will be advised of any proposed accommodation prior to implementation by the District. In the event individual accommodations impact directly on the wages, hours, or working conditions of other employees, such accommodations shall be subject to the grievance and arbitration provisions contained herein.
- 4.3 An employee shall have the right to Union representation at any meeting of an investigatory nature between the employee and a management person if it may reasonably be concluded from all of the circumstances that the meeting may lead to the suspension, reprimand, demotion, reduction in class, or dismissal of the employee. If the employee makes such a request the management person shall then have the right to have a person of the manager's choice present as observer.
- 4.4 It is the policy of the Board of Trustees of Napa Valley Community College to provide a work environment free of unwelcome sexual overtures or advances and free of conduct creating an intimidating, hostile or offensive environment for all employees of the District. It is the direction of this policy that any employee found to have committed an act of sexual harassment shall be subject to disciplinary action up to and including dismissal. No employee shall be suspended without pay or dismissed under this policy unless it is determined that the act of sexual harassment substantially and adversely affected the harassed employee's ability to perform their duties for the District.

## ARTICLE 5 – VACANCIES

- 5.1 When a classified position is vacated, a temporary/substitute employee may be hired to fill the vacancy for a period of 120 work days. This time period may be extended for another 60 work days through the meet and confer process. If and when there are breaks in service in the particular assignment, the position may be again filled by a temporary/substitute employee consistent with the time frames set forth above.
- 5.2 If the employee works on the 121<sup>st</sup> work day, or the 181<sup>st</sup> work day when an extension has been agreed to, the employee shall become a regular, classified employee and shall not serve a probationary period. The 121<sup>st</sup> or 181<sup>st</sup> day shall be considered the first day of employment in regular status and shall be considered the anniversary date. The FTE of the regular position shall be determined based on the FTE worked in the temporary position and shall be no less than a ten-month position.

## ARTICLE 6 – PROBATION

### 6.1 DEFINITION OF PROBATIONARY STATUS AND REGULAR STATUS

#### Probationary Status:

New salaried classified employees, with the exception of Peace Officers, shall serve a probationary period of six (6) months. Peace Officers are required to serve a probationary period of one (1) year. Employees in this status shall be considered probationary.

#### Regular Status:

Upon completion of the designated probationary period by a member of the classified staff, such person is designated as a regular employee.

### 6.2 PROBATION GUIDELINES

- 6.2.1 As noted in 6.1, each employee who has been newly hired by the District is required to serve an initial probationary period. After successfully completing the probationary period, the employee may hold their position as long as they satisfactorily performs the required duties of the classification. In-service training which will contribute to success on the job shall be provided for each incoming employee.
- 6.2.2 If circumstances warrant, and at the discretion of the Superintendent/President or designee, a probationary period may be extended up to one year (eighteen (18) months for Peace Officers) from the date of employment by giving notice to the employee fifteen (15) calendar days prior to the scheduled completion date of the probationary period.
- 6.2.3 During the probationary period, any classified employee shall be subject to summary termination and shall not have the right to a hearing with respect thereto.
- 6.2.4 An employee who applies for and is hired into a different salary range shall serve a probationary period as defined in Article 6.1. The hire date into a different salary range shall become the new salary date of employment, but the employee shall retain their step on the salary schedule, as well as their anniversary date. The probationary period may be extended as described in Article 6.2.2. In-service training shall be provided. In the event an employee fails to successfully complete a promotional probationary period, the employee shall be returned to their former classification.
- 6.2.5 An employee who laterally transfers into a different position at the same salary range shall serve a probationary period as defined in Article 6.1, but shall retain salary step and anniversary and salary dates. In-service training shall be provided. In the event an employee fails to successfully complete the probationary period, the employee shall be returned to their former classification.
- 6.2.6 An employee may resign without prejudice by giving written notice to the District.

## ARTICLE 7 – ANNIVERSARY AND SALARY DATES

- 7.1 Anniversary Date shall be defined as the first date of hire for employees. This date shall prevail in matters of earned vacation and sick leave time, for the new employee's initial probationary period, and for seniority purposes.
- 7.2 Salary Date is the first date of the following month if the new employee was hired after the fifteenth of the month, or the first of the new month in which the employee was hired if before the sixteenth of the month.

- 7.2.1 An employee starting on Step A or B becomes eligible for a salary increase at the beginning of the seventh calendar month following the salary date of employment. The employee shall be eligible for a second increase one year later and each succeeding twelve (12) months thereafter until reaching Step F. Employees placed on Step C or D when hired will receive increases beginning on the thirteenth month following the salary date of employment. An employee shall be eligible to advance to Step G upon thirty-six (36) months of service on Step F. An employee shall be eligible to advance to Step H upon thirty-six (36) months of service on Step G.

An employee who applies for and is hired into a higher classification will be placed on the salary schedule pursuant to Articles 7.3.1 and 7.3.2, but at a step that results in a base salary increase of at least five (5) percent.

- 7.2.2 An unfavorable performance evaluation by the supervisor may prevent advancement on the salary schedule until the employee demonstrates satisfactory job performance. Reasons for such action shall be clearly stated in writing and attached to the performance evaluation. When satisfactory job performance is demonstrated, the employee shall be advanced and there shall be no change in the employee's anniversary date.

### 7.3 SALARY GUIDE

- 7.3.1 New employees with less than two (2) years of comparable experience shall receive placement on Step A.

7.3.1.1 Any current, regular employee hired into a higher classification will be placed at a step that results in at least a five percent (5%) base salary increase, not to exceed Step F. In such cases, longevity pay applies regardless of step placement in the higher classification. In these circumstances, the hire date into the new salary range shall become the new salary date of employment, but the employee shall retain their anniversary date.

- 7.3.2 New employees with acceptable previous experience shall be given one (1) step for every two (2) years of experience, not to exceed placement on Step D.

7.3.2.1 Any current, regular employee hired into a higher classification will be placed at a step that results in at least a five percent (5%) base salary increase, not to exceed placement at Step F. In such cases, longevity pay applies regardless of step placement in the higher classification. In these circumstances, the hire date into the new salary range shall become the new salary date of employment, but the employee shall retain their anniversary date.



- 7.3.3 An employee whose position has been reclassified will remain at the same step and shall retain salary and anniversary dates and will advance pursuant to Article 7.2.1.
- 7.3.4 A current employee who is laterally transferred into a different position at the same salary range shall serve a probationary period as defined in 6.1, but shall retain salary step and anniversary and salary dates.
- 7.3.5 A former employee returning to their prior classification within 39 months after separation shall be placed on the step they were on when last employed by the District.
- 7.3.6 An employee who returns to their prior classification after a career opportunity change as defined in Article 15.2, shall be placed on the step they were on when last employed in that classification.
- 7.3.7 A former employee who is re-employed by the District after a 39-month period shall be placed in accordance with Articles 7.3.1 and 7.3.2.

## ARTICLE 8 – EVALUATION OF EMPLOYEES

Employees shall be evaluated at least once per year until they reach the F step on the salary schedule. Employees on the F step or higher shall be evaluated on a three-year rotation. Employees serving a probationary period shall be evaluated at three months and again before the six-month probationary period ends. Nothing in this article shall be construed to limit in any way the District's right to initiate an evaluation outside of the regularly scheduled evaluation process.

8.1 Evaluations shall be based on direct observation, knowledge of the evaluator, and other reliable information.

8.2 The evaluator shall have at least three (3) months of direct observation to evaluate an employee.

When a performance evaluation is due and the evaluator does not have at least three (3) months of direct observation, the employee will be evaluated after three (3) months of direct observation for feedback purposes only. The employee will be evaluated again after six (6) months of direct observation.

In the event that the employee is due for a salary advancement, the salary advancement will be delayed.

8.2.1 If the overall performance in the three (3) month evaluation meets or exceeds expectations, the employee's salary shall be advanced retroactively and there shall be no change in the employee's salary date.

8.2.2 If the overall performance in the three (3) month evaluation needs improvement, an employee's salary increase will be delayed until the six (6) month evaluation. If the overall performance of the six (6) month evaluation meets or exceeds expectations, the employee's salary shall be advanced retroactively and there shall be no change in the employee's salary date. A six (6) month "needs improvement" evaluation shall be consistent with Articles 8.8 through 8.10.

8.3 No classified employee may evaluate another classified employee.

8.4 Review and discussion of performance evaluations shall take place during duty hours.

8.5 All employees have the right to Union representation when performance evaluations are discussed.

8.6 After the discussion with the evaluator, the employee must sign the evaluation, but the signature will not necessarily mean the employee agrees with the evaluation.

8.7 The evaluation shall be placed in the personnel file after discussion between the evaluator and the employee. The discussion shall include strengths, weaknesses, and recommendations for improvement as appropriate. The evaluation shall be placed in the personnel file after the employee has had ten (10) working days to attach written comments to the evaluation, if desired.

- 8.8 If any deficiency in performance is serious in nature or is of a pattern sufficient to cause an overall performance evaluation of "needs improvement," the evaluator shall notify the evaluatee in writing of such fact within fifteen (15) working days of either the serious incident or the most recent occurrence of an element of the pattern. The evaluator shall make specific written recommendations for improvement and shall endeavor to assist in improving the evaluatee's performance.
- 8.9 If an employee is given a "needs improvement" evaluation, the formal evaluation summary shall contain all of the following:
- 8.9.1 The manner in which the employee is not meeting District standards;
  - 8.9.2 What must be done to correct the deficiencies outlined;
  - 8.9.3 Specific recommendations/plans for improvement and how improvement will be measured; and
  - 8.9.4 A specified time period in which the employee must show improvement in the areas specified in the recommendations/plans for improvement.
- 8.10 All employees, including probationary employees, may appeal the content of a "needs improvement" rating on the Classified Performance Assessment and Development Plan through the following procedures.
- 8.10.1 Request an appeal within ten (10) working days of the performance appraisal. The employee's request should be sent to the supervisor's supervisor with a copy of the request to the supervisor and the Office of Human Resources, Training and Development.
  - 8.10.2 The person receiving the request will schedule a meeting with both parties within ten (10) working days of receiving the request.
  - 8.10.3 The person receiving the request will render a written decision to the employee within two weeks, with a copy to the supervisor and the Office of Human Resources, Training and Development. If the decision results in a change in the evaluation recorded on the form, a new form will be completed and the previous form will be destroyed.

## ARTICLE 9 – WAGES, FRINGE BENEFITS

### 9.1 SALARY

#### 9.1.1 2021-2022 Compensation

9.1.1.1 Effective July 1, 2021, the Classified Salary Schedule shall be increased by 4.0% at all ranges and steps.

#### 9.1.2 2022-2023 Compensation

9.1.2.1 Effective July 1, 2022, the Classified Salary Schedule shall be increased by 4.0% at all ranges and steps.

#### 9.1.3 2023-2024 Compensation

9.1.3.1 Effective July 1, 2023, the Classified Salary Schedule shall be increased by 3.5% at all ranges and steps.

### 9.2 LONGEVITY PAY

9.2.1 Employees who have completed ten (10) years of service shall receive a five (5) percent longevity increment per month.

9.2.2 Employees who have completed fifteen (15) years of service shall receive an additional five (5) percent longevity increment per month.

### 9.3 SHIFT DIFFERENTIAL

A shift is a regular, daily work schedule of eight (8) hours, or ten (10) hours if the employee is scheduled for a four-ten workweek.

9.3.1 Swing (Second) Shift is defined as a work schedule where fifty (50) percent or more of the assigned hours per day are after 3:00 p.m. Employees who work this shift shall be compensated an additional five (5) percent for all hours worked during the shift.

9.3.2 Night (Third) Shift is defined as a work schedule where fifty (50) percent or more of the assigned hours per day are after 1:00 a.m. Employees who work this shift shall be compensated an additional seven (7) percent for all hours worked during the shift.

9.3.3 Differential compensation applies only to employees whose regular schedule includes swing and/or night shift. In the event an employee is assigned to a swing or night shift on an intermittent or sporadic basis, the employee will receive additional compensation as noted in 9.3.1 and 9.3.2 if the assignment is for more than two (2) days in a monthly pay cycle.

9.3.4 An employee receiving differential compensation on the basis of their regular shift shall not lose such compensation if they are temporarily assigned to a shift not entitled to such compensation so long as the assignment is less than twenty (20) consecutive work days.

9.3.5 9.3.3 and 9.3.4 of this Article will not apply to sixth (6th) and seventh (7th) day assignments within the same workweek.

## 9.4 COMPENSATION FOR WORKING OUT OF CLASSIFICATION

A regular employee, as defined in Article 6.1, is a member of the classified staff who has completed the designated probationary period. Probationary employees shall not be assigned work out of classification. A regular employee required to perform duties inconsistent with those duties assigned to the position by the governing board for a period of more than five (5) working days shall have a salary adjustment for the entire period they are required to work out of classification. Requests for out-of-class pay shall be made in writing to the Office of Human Resources, Training and Development who will meet and confer with the Union for agreement on the out of classification assignment and the start date. There shall be no change in the regular employee's anniversary and salary dates while working out of classification.

9.4.1 **Out of Class Assignment:** Compensation for a regular employee required to perform substantially all the duties of a higher classification shall be equal to the first step of the higher range or a step within that range which will provide at least a seven (7) percent increase over the employee's regular base salary.

9.4.1.1 When a regular employee is assigned to work in a higher classification that is a vacant position, the out-of-class assignment as defined in Article 9.4.1 shall be limited to three (3) months, with the possibility of renewal for an additional three (3) months through the meet and confer process. If the assignment continues beyond six (6) months, the regular employee would be automatically reclassified to the higher position and compensated accordingly. The salary date and anniversary date of the regular employee shall remain the same.

9.4.2 **Temporary Additional Duties:** Compensation for a regular employee required to perform some, but not all, of the duties of another higher-level classification shall be equal to five (5) percent over the employee's regular base salary. The duties to perform may come from a temporary vacant position or from a project of defined scope and duration of no more than six (6) months. If the temporary additional duties assignment is required after the maximum 6-month period, the process may be reinitiated.

## 9.5 DISTRICT FRINGE BENEFITS

The District offers a variety of fringe benefits as designated in this Article. Changes in benefits, including level of coverage and providers, are subject to negotiation.

9.5.1 District Contribution for Medical Benefits

9.5.1.1 The minimum District contribution for single, two-party, and family coverage shall be the CalPERS Kaiser single-party rate designated by CalPERS for the coverage area that includes the following counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, San Mateo, San Francisco, San Joaquin, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba.

- 9.5.1.2 Each December, the District will automatically increase the regular classified employee single-party medical benefit contribution to the following calendar year's CalPERS Kaiser single-party rate if that rate increases. If there is a decrease in the CalPERS Kaiser single-party rate, the District benefit contribution shall remain the same as the prior year. Rate changes go into effect each December for the following calendar year.
- 9.5.1.3 Each December, the District will automatically increase the two-party and family benefit contributions to the CalPERS Kaiser single-party rate if the respective existing District contributions fall below the CalPERS Kaiser single-party rate. If there is a decrease in the CalPERS Kaiser single-party rate, the District benefit contributions shall remain the same as the prior year. Rate changes go into effect each December for the following calendar year.
- 9.5.1.4 Each year, the Office of Human Resources, Training & Development will send a memo to the Union President to document this automatic adjustment prior to notifying the employees. These automatic increases do not preclude further negotiation related to benefit contributions.
- 9.5.1.5 Effective December 1, 2020, the District's fringe benefit contribution for regular classified employees shall be \$813.64 per month.
- 9.5.1.6 Health Insurance: Up to the contribution limits listed in 9.5.1.5, employees shall have the option of any PERS-offered plan for which the employee is eligible, or a mutually agreed upon plan. Brochures for all plans are available in the Office of Human Resources, Training and Development.
- 9.5.1.7 Benefit Allotment Share: A District employee who qualifies as a dependent with another district employee under district sponsored health plans may elect to enroll together under one subscriber for the purpose of applying district benefit allotment toward one medical plan premium.
- a. Both employees will be subject to share half the cost of any premium amounts in excess of the applied district allotment.
  - b. If the employment status of an employee engaged in this arrangement changes to the extent that one employee would no longer be eligible for district allotment, the district will apply the medical premium rate as posted annually to all other eligible employees to the remaining employee and the premium share agreement will be void.
  - c. Both employees must request this arrangement in writing. Incoming new hires, with a spouse currently enrolled in a family plan, will be able to participate in cost share at the time the benefit eligibility occurs. Incoming new hires, with a spouse not currently enrolled in a family plan will be able to participate in a cost share plan at open enrollment, or other qualifying event. Current employees with a spouse enrolled in a family plan, whom have waived their own rights to coverage may participate in cost share at any time. Current employees with a spouse enrolled in a single or two party plan, whom also have their own plan, may elect to participate in cost sharing during open enrollment, or other qualifying event.
  - d. Employee may elect or opt out of a premium share agreement during open enrollment, or other qualifying event.

## 9.5.2 Dental and Vision Coverage

9.5.2.1 The District will pay dental and vision benefits for ten (10) and eleven (11) month employees for the term of this contract.

9.5.2.2 Dental Insurance: The District will provide each classified employee with single, two-party, or family coverage in Delta Dental Basic Plan. This plan provides a \$1,000 annual maximum, two cleanings per year, and no orthodontic benefits. Classified employees have the option of purchasing additional dental benefits through “buy-up plans.”

9.5.2.3 Vision Insurance: The District will provide each classified employee with single, two-party, or family coverage in Vision Service Plan - Basic. This plan provides an eye exam every twelve (12) months and materials every 24 months. Classified employees have the option of purchasing additional vision benefits through “buy-up plans.”

## 9.5.3 Other Fringe Benefits

9.5.3.1 Payment of Public Employees Retirement System (PERS) Contributions: Pursuant to Government Code Section 20615, and effective February 1, 1984, the District will pay 0.05187 (five percent) of the employee's contribution to the Public Employees Retirement System. As a result of the Public Employees' Pension Reform Act (PEPRA) of 2013, employer paid member contributions (EPMC's) are prohibited for employees hired on or after January 1, 2013.

9.5.3.2 Group Salary Protection Insurance (Disability Insurance): The District shall cover the premium for income protection for employees.

9.5.3.3 Term Life Insurance: The District shall cover the premium for \$100,000 term group life insurance for employees.

9.5.3.4 IRS 125 Plan/Flexible Spending Account: The District will maintain and administer a flexible spending account benefits program for employees (this is a tax-deferred program, paid with pre-tax dollars for health, dependent care expenses, and other legal options available under IRS 125).

Employees covered under the terms of this agreement shall be eligible to participate in the Napa Valley Community College District IRS 125 Plan. Some of the components of the plan are: excess health insurance premiums, dependent care, non-reimbursed medical expenses, and any other legally available options under IRS 125.

9.5.3.5 Employee Assistance Program (EAP): The District provides an Employee Assistance Program (EAP) for all employees.

## **9.6 FRINGE BENEFIT ADJUSTMENTS**

- 9.6.1 Regular classified employees who are employed less than full-time are entitled to a prorated classified benefit allotment, pursuant to Article 9.5 of this Agreement.
- 9.6.2 Regular less-than-full-time classified employees who are also part-time hourly credit instructors as defined by the District/Faculty Association Agreement and who purchase medical benefits from the District, are entitled to a health and welfare contribution, pursuant to Article 14.2 of the current District/Faculty Association Agreement.
- 9.6.3 Any regular classified employee who is less than full-time and who is also teaching as a part-time hourly instructor in the credit program may combine the classified medical benefit allotment and the part-time hourly member contribution to pay for health and welfare benefits.
- 9.6.4 The total amount provided cannot exceed the amount for a full-time allotment for a classified employee for similar coverage.

## **9.7 RETIREMENT**

Each employee who works more than twenty (20) hours per week is required by state law to become a member of the Public Employees Retirement System (PERS) on the first of the month following employment. Once an employee becomes a member, they will continue to be a member while employed regardless of the number of hours worked. Each employee who is a member of PERS is required to contribute to the retirement system in accordance with PERS Rules and Regulations beginning the first of the month following employment or reemployment.

## **9.8 RETIREE MEDICAL BENEFIT VESTING REQUIREMENT**

As provided in Government Code 22895, the District and Union agree that all employees covered by this agreement and hired on or after December 8, 2005, must have a minimum of fifteen (15) credited years of service as a regular employee of Napa Valley College to be eligible to receive the CalPERS retiree medical benefit program per the Napa Valley College/CalPERS resolution. Each eligible member must also meet all other CalPERS retirement requirements to be eligible for the retiree medical benefit.

A credited year of service for the purpose of this Article shall be defined as one (1) calendar year for full-time employees whose assignments are ten (10), eleven (11), or twelve (12) months. Less-than-full-time employees shall earn one credited year of service for a minimum of 1,733 hours of employment as a regular employee per calendar year.

## **9.9 RETIREE HEALTH BENEFITS**

Medical benefits for qualified employees hired on or after July 1, 1998, who subsequently retire from the District, will be limited to the amount contributed by the District toward single-party medical coverage for current employees in the same bargaining unit.

## **9.10 MILEAGE**

The District will pay the current maximum-allowed IRS rate for employee automobile usage as authorized by the District for reimbursement.



**9.11 COLLEGE POLICE DEPARTMENT UNIFORM CLEANING ALLOWANCE**

All College Police Department employees requiring a uniform will receive a monthly uniform cleaning allowance of \$150 on their pay warrant as compensation. An employee on a paid or unpaid leave of absence for an entire pay period (first day of the month through the last day of the month) is not entitled to the uniform cleaning allowance for that given pay period.

**9.12 FOOTWEAR PROTECTION REIMBURSEMENT**

To be in compliance with OSHA standard 1910.136(a) Footwear Protection, the District shall ensure that each affected employee uses protective footwear when working in areas where there is a danger of foot injuries due to falling or rolling objects, or objects piercing the sole, and where such employees' feet are exposed to electrical hazards.

Employees in the following classifications are required to wear proper footwear protection while on duty: Building Mechanics (Electrician, HVAC, Painter, Plumbing and Irrigation); Senior Building Mechanic/Project Coordinator; Building Specialist; Groundskeepers; Instructional Support Specialist in Viticulture and Winery Technology; Machine Tool Shop Technician; Warehouse Technician; Welding Shop Technician; and Winery Lab Technician.

Footwear shall be certified as having an ASTM F2413-05 PT Class 75 Protective Toe for all of the above listed job classifications. Additionally, footwear for Electrician and HVAC Building Mechanics will also meet the ASTM F2413-05 Electrical Hazard Standard.

The District will provide up to \$200 reimbursement annually to employees in these job classifications for purchasing footwear that meets the standard. The employees will be responsible for purchasing footwear and for providing the original receipt to the Facilities Services office. Additionally, the employee shall be responsible for wearing the appropriate footwear while on duty. An employee on a paid or unpaid leave of absence for one full year (365 calendar days) is not entitled to the reimbursement upon returning, but it shall resume the following year.

This reimbursement pertains to the above classifications of employees only.

**9.13 SAFETY EQUIPMENT**

Should the employment duties of an employee require use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear and provide appropriate training. It will be the responsibility of each employee to wear and appropriately use such equipment and gear.

## ARTICLE 10 – PRORATION OF BENEFITS

- 10.1 A classified employee who works a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more, shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.
- 10.2 If a part-time employee's average paid time, excluding overtime for which the employee receives compensation at a rate at least equal to time and one-half, exceeds his average assigned time by fifty (50) minutes or more per working day in any quarter, the hours paid per day for compensable leaves of absence and holidays in the succeeding quarter shall be equivalent to the average hours paid per working day in the preceding quarter, excluding overtime.
- 10.3 Except where vacation entitlement is accrued on the basis of actual hours of paid regular service, vacation entitlement shall be based on the average number of hours worked per working day during the portion of the school year in which the employee is assigned to duty.
- 10.4 It is the intent of this section to ensure that part-time employees are accorded fringe benefits on an appropriate prorated basis with full recognition given to the number of hours worked by the part-time employee rather than on the basis of time fixed to the position when the fixed time is not reasonably correlated with the actual time worked. This section is to be liberally construed in order that the provisions of this section may not be circumvented by requiring employees to work in excess of the regularly fixed hours for a position on an overtime basis but for which premium pay is not provided nor appropriate adjustment is not made in fringe benefit entitlement.

## **ARTICLE 11 – LEAVE**

### **11.1 GUIDING PRINCIPLES FOR LEAVE**

The purpose of this Article is to outline the array of leave provisions available to support the diverse needs of the employee group, recognizing that the employee is one of the institution's greatest assets. The District acknowledges the value of the employee's time, both at work and away from work, and recognizes that leave for self and family helps achieve the highest level of employee performance. The leave provisions set forth in this Article shall be applied in a reasonable, consistent, and fair manner, acknowledging the importance of "work-life" balance for all employees. While on paid leave, employees will not lose seniority. Further, these leave provisions must comply with Education Code and/or other state or federal regulations.

### **11.2 DEFINITION OF IMMEDIATE FAMILY**

For purposes of this Article, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or registered domestic partner of the employee, and the spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or any relative living in the immediate household of the employee unless otherwise specifically defined in this Article.

### **11.3 PERSONAL ILLNESS AND INJURY LEAVE**

11.3.1 Each full-time employee, starting from the date of employment, shall be credited with one (1) day of personal illness and injury leave for each calendar month worked. Each July 1, regular full-time, twelve-month employees will be granted 96 hours personal illness and injury leave for the upcoming fiscal year. That amount is pro-rated for regular part-time and less-than-twelve-month employees.

11.3.2 Unused personal illness and injury leave shall be cumulative indefinitely.

11.3.3 Leave accumulated under Article 11.3.1 may be used for diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee, which includes medical, dental, and vision appointments.

11.3.4 Leave slips should be submitted to supervisor within five (5) days of returning from leave, except where otherwise noted in this agreement.

11.3.5 The employee will submit a Request for Leave Form in advance to notify the supervisor of prescheduled appointments.

11.3.6 In case of planned, long-term, medical absence, a Request for Leave Form and medical verification will be submitted in advance to the Office of Human Resources, Training and Development.

11.3.7 Any absence due to illness or injury which exceeds five (5) days duration shall be supported by a written statement from a licensed health care practitioner indicating the reason for and length of disability. Pursuant to Article 23.3.1, the District reserves the right to request medical verification acceptable to the District for absences of shorter duration if there is cause.

**11.3.8 PROTECTED SICK LEAVE:** An employer is required by Labor Code 233 to allow an employee to use one-half of the employee's annual accrued personal illness and injury leave for the reasons outlined in Articles 11.3.8.1 to 11.3.8.3. Leave under Article 11.3.8 will be hereinafter referred to as Protected Sick Leave.

11.3.8.1 The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.

11.3.8.2 The diagnosis, care, or treatment of an existing health condition of, or preventative care for parent, parent-in law, child, spouse, registered domestic partner, grandparent, grandchild or sibling of the employee. The District and Union agree to expand this list to include any member of the employee's immediate family defined in Article 11.2.

11.3.8.3 An employee who is a victim of domestic violence, sexual assault or stalking for the purposes defined in Labor Code 230.1.

11.3.8.4 An employee may use accrued personal illness and injury leave for reasons defined in Article 11.3.8.1 as described in Articles 11.3.1 through 11.3.7.

11.3.8.5 A full-time employee may use a maximum of six (6) days of personal illness or injury leave per fiscal year for the reasons outlined in Articles 11.3.8.2 and 11.3.8.3. Less-than-full-time employees will have their Protected Sick Leave entitlement prorated, and employees who work an 11- or 12-month year as part of their regular schedule will have Protected Sick Leave entitlement adjusted accordingly.

11.3.8.6 When leave is used under Articles 11.3.8.1 through 11.3.8.3, the leave must be designated as Protected Sick Leave on the Request for Leave Form. Any absence, which exceeds five (5) days duration, shall be supported by a written statement of a licensed health care practitioner indicating the reason for the absence.

#### **11.4 DIFFERENCE PAY**

Any employee who is absent for reason of illness or accident (whether nonindustrial or industrial) after exhaustion of all fully paid leaves to which they are entitled shall, during the first five (5) months of the absence, receive their regular salary less the amount paid to a person employed as their substitute. The five-month period shall begin on the first day of absence due to illness or injury.

#### **11.5 PERSONAL NECESSITY LEAVE**

At the employee's election, leave accumulated under Article 11.3 (Personal Illness and Injury Leave) may be used for purposes of personal necessity, provided that use of such personal necessity does not exceed seven (7) days in any fiscal year. (Education Code 88207) (See Article 11.2 for definition of immediate family.)

11.5.1 For purposes of this provision, personal necessity shall be limited to:

11.5.1.1 Death of a member of the employee's immediate family when additional leave is required beyond that provided by Bereavement Leave.

- 11.5.1.2 Accident involving the employee's person or property, or the person or property of a member of their immediate family.
- 11.5.1.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- 11.5.1.4 Other personal necessities are allowed at the discretion of the chief human resources officer, provided that under no circumstances shall leave be available for purposes of personal convenience, for the extension of a holiday or vacation period, for matters which can be taken care of outside of work hours, or for recreational activities.
- 11.5.1.5 The following qualify as allowable Personal Necessity Leave, pursuant to Article 11.5.1.4:
  - 11.5.1.5.1 Care for a member of the employee's immediate household. The employee may be required to submit a statement from a doctor confirming the need for the employee's presence.
  - 11.5.1.5.2 Illness of the employee's immediate family when additional leave is needed beyond that allowed by Protected Sick Leave.
  - 11.5.1.5.3 Child-related activities outlined in Article 11.6.5.
- 11.5.2 Before the utilization of personal necessity leave, an employee must obtain prior written approval from the immediate supervisor, except for cases related to 11.5.1.1, 11.5.1.2, and 11.5.1.5.1 of this Article. Should circumstances outlined in 11.5.1.1, 11.5.1.2, or 11.5.1.5.1 arise, the employee shall make every effort to comply with District procedures for notification. Under all circumstances, employees shall verify in writing that the Personal Necessity leave was used only for the purpose set forth in 11.5.1. Employees will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

## **11.6 FAMILY CARE AND MEDICAL LEAVE OPTIONS**

Additional state and federal laws provide protected unpaid leave, which runs concurrently with accrued leave, and in some cases allow employees to use accrued illness and injury leave for parental leave.

Information regarding protected leave options and other pregnancy and child-related leave options are included below. Employees may contact Human Resources for additional information and consultation regarding leave options.

### **11.6.1 FAMILY AND MEDICAL LEAVE**

#### **11.6.1.1 Employee Eligibility**

Article 11.6.1 will only apply to the administration of the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991 (collectively, "FMLA/CFRA"). Leave under FMLA/CFRA is unpaid leave unless

an employee is eligible to use accrued or other paid leave for absence. See Article 11.6.1.6. Leave used under FMLA/CFRA must be designated as FMLA/CFRA on the Request for Leave Form.

The following conditions, requirements, and procedures shall apply when requests for family care and medical leave are made:

To be eligible for benefits under FMLA/CFRA, an employee must:

- A. Have worked for the District for at least 12 months; and
- B. Have worked at least 1,250 hours over the previous 12 months for the District (by example, 182 days x 7 hours = 1,274).

#### 11.6.1.2 Reasons for Taking Leave

A leave request from an eligible employee must be granted for any of the following reasons:

- 11.6.1.2.1 Birth of the employee's child;
- 11.6.1.2.2 Placement of a child with the employee for adoption or foster care;
- 11.6.1.2.3 Care for the employee's child, spouse, or parent with a serious health condition;
- 11.6.1.2.4 The employee's own serious health condition that keeps their own job function from being performed;
- 11.6.1.2.5 A qualifying exigency arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces ("qualified exigency"); or
- 11.6.1.2.6 To care for a service member with a serious injury or illness if the employee is the service member's spouse, son, daughter, parent, or next of kin ("military caregiver").

#### 11.6.1.3 Advance Notice of Leave and Medical Certification

Employees will provide (1) advance written notice of the leave request and (2) medical certifications whenever a serious health condition is involved.

- 11.6.1.3.1 If the need for the leave is foreseeable, employees will provide 30 days advance written notice. If the need for the leave is unforeseen (i.e., an emergency), notice is required to be given as soon as practicable.
- 11.6.1.3.2 If the leave is to care for a child, spouse or parent with a serious health condition, or because of the employee's own serious health condition, the employee will provide medical

certification from a health care provider or physician. The medical certification must include:

- A. Date of commencement of the serious health condition;
- B. Probable duration of the condition;
- C. Estimated amount of time the health care provider will provide care; and
- D. Confirmation that the serious condition of the child, spouse or parent warrants the participation of the employee; or, in the case of the employee's own serious health condition, certification that the employee is unable to perform their job functions.

11.6.1.3.3 If the leave is for the employee's own serious health condition, the District may require a second and third medical opinion at the District's expense.

11.6.1.3.4 If the leave is needed for planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to minimize disruptions to the District.

#### 11.6.1.4 Continuation of Health Coverage and Other Job Benefit Plan

11.6.1.4.1 An employee taking leave under FMLA/CFRA will continue to participate in any group health care benefits plan under the same terms and conditions, including any necessary co-payments, by which the employee was enrolled prior to the first day of the leave.

11.6.1.4.2 If the employee fails to return from the leave for any reason other than the recurrence, continuance, or onset of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage.

11.6.1.4.3 An employee may, at their expense, continue to participate in all other employee benefit plans offered by the employer during the leave period.

#### 11.6.1.5 Intermittent or Reduced Schedule Leave

An employee may take leave intermittently (e.g., in blocks of time), or by reducing a normal work schedule, in the following circumstances:

11.6.1.5.1 Where the leave is for the birth or placement of a child, leave may be taken on an intermittent or reduced schedule basis if the District approves.

11.6.1.5.2 Leave may be taken intermittently or on a reduced work schedule whenever it is medically necessary to care for a family member with a serious health condition, or because the employee is seriously ill and unable to work the employee's regular work schedule.

11.6.1.6 Substitution of Paid Leave and Other Leave Requests

An employee must substitute accrued vacation or other paid leave, including personal illness and injury, where applicable, for the unpaid family care leave entitlement.

11.6.1.7 Maternity

A woman on maternity leave will not start using family care leave under CFRA until her disability period is over (i.e., when employee's physician takes her off pregnancy-related disability).

11.6.1.8 Spouses Who Work for the District

Spouses employed by the District are jointly entitled to a combined total of 12 workweeks of family leave for the birth or placement of a child with them. There is no limitation of entitlement for leaves taken for the serious health condition of their child.

11.6.1.9 Period of Eligibility Per Fiscal Year

The 12-workweek period (26 workweeks for military caregiver leave) of entitlement commences on the first day of the leave.

11.6.1.10 Seniority, Employee Benefits, and Break in Service

An employee on leave will not lose any seniority or employment benefit that accrued prior to the start of the leave. An employee on leave will not accrue seniority or additional benefits, such as illness and injury leave or similar benefits, during any unpaid leave under FMLA/CFRA. The leave will not constitute a break in service for purposes of longevity and seniority.

11.6.1.11 Reinstatement of Employment and Fitness-for-Duty Report

Employees returning from an approved leave will be reinstated to the same or equivalent position. Employees returning from an approved medical leave for their own serious health condition may be required to provide a fitness for duty report to return to work.

[\[CFRA - Govt. Code § 12945.2; FMLA - 29 U.S.C. § 2601 et. seq.\]](#)



## 11.6.2 MATERNITY LEAVE

- 11.6.2.1 Pregnancy Disability Leave: Employees are entitled to use accumulated personal illness and injury leave as set forth in Article 11.3, and non-accumulated personal illness and injury leave as set forth in Article 11.4 for disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom. The length of such disability leave, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

The foregoing provisions applicable to pregnancy disability leave shall be applied on the same terms and conditions applied to other temporary disabilities. It is the intent of the parties to this Agreement that the foregoing provisions be construed and applied in accordance with all applicable statutes and regulations.

- 11.6.2.2 Additional Leave Without Pay: Additional maternity leave without pay may be granted for a period up to three (3) months and may be extended for up to another six (6) months upon mutual agreement between the employee and the immediate supervisor, with approval from the Board of Trustees. The District must be notified of intent to take leave at least 30 days before commencement of the leave. An employee on unpaid maternity leave shall be entitled to pay to the District all benefit premiums, in which case the District will continue coverage, subject to approval of the carrier. Such payments must be made in accordance with District procedures.

## 11.6.3 CHILD BONDING LEAVE

- 11.6.3.1 Per Education Code section 88207.5, a classified employee may take up to 30 days of leave in a fiscal year, less than any days of leave authorized pursuant to Education Code section 88207 (Personal Necessity Leave), in either of the following circumstances:
- 11.6.3.1.1 A biological parent may use Child Bonding Leave pursuant to this Article within the first year of his or her infant's birth.
  - 11.6.3.1.2 A nonbiological parent may use Child Bonding Leave pursuant to this Article within the first year of legally adopting a child.
- 11.6.3.2 An employee may use accrued Vacation, Personal Illness or Injury Leave or unpaid leave for Child Bonding Leave. Leave used under this Article must be designated at Child Bonding Leave on the Request for Leave Form.

#### **11.6.4 PARENTAL LEAVE**

Per Education Code section 88196.1, a classified employee may use accrued illness and injury leave for the purposes of parental leave for a period of up to 12 workweeks.

11.6.4.1 Parental leave is defined as leave for reason of the birth of a child of the employee, or the placement of a child of an employee in connection with the adoption or foster care of the child by the employee.

11.6.4.2 When an employee has exhausted all available illness and injury leave, including all accumulated illness and injury leave, and continues to be absent from his or her duties on account of parental leave the amount deducted from the employee's salary for any of the remaining portion of the 12-workweek parental leave shall be the amount actually paid a substitute employee to fill the position during the leave.

11.6.4.3 For purposes of this Article all of the following apply:

11.6.4.3.1 The 12-workweek period shall be reduced by any period of illness and injury leave, including accumulated illness and injury leave, taken during a period of parental leave.

11.6.4.3.2 An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period.

11.6.4.3.3 Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.

11.6.4.4 Nothing in this section prevents an employee from choosing to use vacation leave in lieu of the parental leave described in this section. Vacation leave will be counted toward the 12 workweeks of parental leave described above.

#### **11.6.5 CHILD-RELATED ACTIVITIES LEAVE**

Labor Code section 230.8 provides for an employee to take off up to 40 hours per year for "child-related" activities if the employee is a parent of one or more children of the age to attend kindergarten, grades 1 to 12, or a licensed child care provider.

Employees may use Personal Business Leave as defined in Article 11.10, Personal Necessity Leave as defined by Article 11.5, Vacation Leave as defined by Article 12, or unpaid leave for Child-Related Activities Leave. Child-related activities are defined as follows:

11.6.5.1 To find, enroll, or reenroll his or her child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of his or her child, if the employee, prior to taking the time off, gives

reasonable notice to the employer of the planned absence of the employee. Time off pursuant to this Article shall not exceed eight hours in any calendar month of the year.

11.6.5.2 To address a child care provider or school emergency, if the employee gives notice to the employer. Emergency for the purposes of this Article is defined as:

11.6.5.2.1 The school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider due to:

- A. Behavioral or discipline problems;
- B. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; and
- C. A natural disaster, including, but not limited to, fire, earthquake, or flood.

11.6.5.3 If more than one parent of a child is employed by the District at the same worksite, the entitlement under Article 11.6.5 of a planned absence as to that child applies, at any one time, only to the parent who first gives notice to the employer, such that another parent may take a planned absence simultaneously as to that same child under the conditions described in Article 11.6.5 only if the employee obtains the employer's approval for the requested time off.

11.6.5.4 "Parent" is defined to include a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child.

11.6.5.5 Except for the need to address a child care provider or school emergency, the use of such leave is limited to 8 hours per month.

11.6.5.6 Employee must provide reasonable notice to District of the need for such child-related activities leave. Additionally, if requested by the District, the employee shall provide documentation from the school or licensed child care provider as proof that the employee engaged in child-related activities permitted in subdivision (a) on a specific date and at a particular time. For purposes of this Article subdivision, "documentation" means whatever written verification of parental participation the school or licensed child care provider deems appropriate and reasonable.

## **11.7 DISABILITY LEAVE**

11.7.1 Article 9.5.3.2 provides that the District will cover the premium for group disability insurance for employees. This is a benefit provided by the District.

11.7.2 While receiving group disability benefits, employees must be on approved paid or unpaid leave per Articles 11.3, 11.4, 11.6, 11.7, 11.8, 11.10, 11.12, 11.13, and 11.14 of this agreement in order to remain an employee of the District.

11.7.3 The District's contribution toward fringe benefits will continue while the employee is on paid leave. An employee on approved unpaid leave shall have the option of continuing all health and welfare benefits for the period of the leave at the employee's expense by providing the District with monthly premium payments in the full amount of the premium.

## **11.8 CATASTROPHIC LEAVE**

Consistent with California Education Code section 87045, the District established a Catastrophic Leave Program to support regular employees who have exhausted all forms of paid leave to which they are entitled and, if eligible, District-paid group income protection plan benefits and are faced with a catastrophic illness or injury (as defined in Education Code Section 87045). The District-paid group income protection plan references in this article is the District-paid group income protection plan (disability insurance) the District purchases for tenure-track/tenured faculty, probationary/regular classified professionals, and administrative/ confidential staff.

Beginning January 1, 2021, the Catastrophic Leave Program shall operate on a rolling cycle of three years. A rolling cycle of three years is defined as the three-year period measured forward from the date of employee's initial and subsequent catastrophic leave donations. Unless otherwise agreed, the Catastrophic Leave Program shall automatically renew for an additional three-year cycle upon the conclusion of a cycle.

The catastrophic leave bank includes contributions from all regular employee groups: classified professionals, administrative/confidential staff, and contract/regular faculty. Employee contributions to the bank will be made on a voluntary basis, and donations are irrevocable.

The purposes for which the bank is established are:

- A. to provide financial support to employees in times of personal need;
- B. to retain employees who might otherwise be forced to resign from their jobs;
- C. to provide employees with the ability to assist their co-workers; and
- D. to build a sense of college "community" among staff.

11.8.1 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee's immediate family (as defined in Article 11.2). Such incapacity would require the employee to take time off from work for an extended period of time for the employee's own illness or injury or to care for employee's immediate family member and taking extended time off work creates a financial hardship for the employee because employee has exhausted all forms of paid leave to which employee is entitled, and, if eligible, District-paid group income protection plan.

- 11.8.2 Whenever it is feasible, and when ADA guidelines are applicable, the District will work with the employee to identify alternative work arrangements that will enable employee to continue working. If mutually agreeable arrangements cannot be made, the employee may request catastrophic leave.

#### DONATIONS TO CATASTROPHIC LEAVE BANK

- 11.8.3 The use of catastrophic leave is limited to classified professionals and administrative/confidential employees and contract/regular faculty who meet the minimum donation requirements in Articles 11.8.3.1 through 11.8.3.3 and who meet all requirements listed in Article 11.8.9. All donations are voluntary and irrevocable.
- 11.8.3.1 Initial Donation Requirement  
Classified professionals and administrative/confidential employees must donate a minimum of eight (8) hours and contract/regular faculty must donate a minimum of six (6) hours to the bank for the initial three-year cycle donation except as noted in 11.8.3.3.
- 11.8.3.2 Subsequent Three-Year Cycle Donation Requirement  
Classified professionals and administrative/confidential employees must donate a minimum of four (4) hours and contract/regular faculty must donate a minimum of three (3) hours to the bank each subsequent three-year cycle.
- 11.8.3.3 Grandfathered Exception  
Eligible employees who have donated the initial minimum required hours to the catastrophic leave bank by December 31, 2020, will be grandfathered into the three-year cycle of eligibility, which begins January 1, 2021, and ends December 31, 2023. In order to be eligible for subsequent eligibility cycles, these employees must also donate for subsequent eligibility cycles as described in Article 11.8.3.2.
- 11.8.4 Each year an anonymous leave donation drive will be held during the District's medical open enrollment period. During this period, the District will inform employees via a written notice of the eligibility for catastrophic leave requirements.
- 11.8.5 An additional anonymous leave donation may be held outside of the medical open enrollment period if the bank balance goes below 480 hours.
- 11.8.6 Any full-time classified employee may donate accrued personal illness and injury leave and/or vacation leave as noted in Article 11.8.3. Donations must be made in writing on the District-provided form. Donations for less-than-full-time employees shall be prorated based on employee's regular FTE. There is no limit to the leave time that can be donated to the bank.
- 11.8.7 All hours donated whether vacation or personal illness and injury leave, will be converted to personal illness and injury leave. Donations are processed as soon as possible and not to exceed 30 days from receipt. The donor is notified when the transfer occurs, and at that time, the donor's personal illness and injury leave and/or vacation leave balance is changed to reflect the transfer.

## ELIGIBILITY FOR CATASTROPHIC LEAVE

11.8.8 The District has no responsibility to provide catastrophic leave.

11.8.9 Eligible donated leave credits may be transferred to a regular classified professional, administrative/confidential employee, or contract/regular faculty member from the catastrophic leave bank if all of the following requirements are met:

- A. The employee has completed one year of employment at Napa Valley College as a classified professional, administrative/confidential employee, or contract/regular faculty member.
- B. The employee's initial donation is at least twelve (12) months prior to a request for catastrophic leave regardless of three-year cycle.
- C. The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be transferred and submits a Request for Catastrophic Leave Application, which includes verification of catastrophic illness/injury provided by a licensed physician and/or licensed nurse practitioner to Human Resources, Training & Development.
- D. The employee has exhausted all paid leave to which they are entitled, including personal illness and injury leave, vacation time, personal business, and compensatory time.
- E. The employee is not eligible for or receiving benefits from the District-paid group income protection program. Confirmation of ineligibility must be provided by the District-paid group income protection plan to the Office of Human Resources, Training & Development.
- F. The employee's absence is not due to an approved industrial accident or illness, as determined by the District's Workers' Compensation carrier.
- G. The District Chief Human Resources Officer (CHRO) or Superintendent/President's designee determines that the employee is unable to work due to the employee's or employee's immediate family member's catastrophic illness or injury. The Request for Catastrophic Leave Application is available on the Office of Human Resources, Training & Development website. This application must be submitted to the CHRO for review and consideration.

The District will review the application, along with medical disability guidelines in accordance with the Fair Employment and Housing Act and Title I of the Americans with Disabilities Act, to assess the qualifications of the condition with consideration to the purpose for which the bank was established. Consideration is given to the functioning ability of the individual, and any recent progression in the applicant's condition as documented by the treating licensed physician. A complete review ensures consistency in the application process.

### CATASTROPHIC LEAVE USAGE

- 11.8.10 Donated leave shall be credited each pay period as time is taken and is subject to the recipient's normal payroll deductions. Hours shall be paid at the recipient's rate of pay.
- 11.8.11 For purposes of PERS service credit and length of service, catastrophic leave will be considered time worked.
- 11.8.12 The maximum amount of time for which donated leave may be used is sixty-six (66) working days, within each individual's three-year cycle. The sixty-six (66) working days will be applied in equivalent hours not to exceed three hundred and ninety-six (396) hours for contract/regular faculty and five hundred and twenty-eight (528) for classified professionals and administrative/confidential employees. Leave usage will be consistent with Article 11.3.3. Every eligible participant is limited to a 66-day benefit regardless of donations made in excess of the minimum requirement. Any use of leave by less-than-full-time employees shall be prorated based on the employee's regular position FTE. There is no minimum amount of time.
- 11.8.13 The employee continues to accrue leave (personal illness and injury leave, vacation) during this Catastrophic Leave. Employees must exhaust all forms of paid leave to which they are entitled before using catastrophic leave. Therefore, when regular paid leave is accrued, catastrophic leave will cease until that leave is exhausted. The District will continue to pay the employee's district health and welfare benefits at the same level the employee was receiving prior to going on leave.
- 11.8.14 The Catastrophic Leave Program is a bona-fide leave sharing arrangement for a medical emergency as defined in IRS Ruling 90-29. Pursuant to IRS Ruling 90-29, personal illness and injury leave and vacation time transferred under such arrangements shall not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. The gross value of the donated leave shall be reported as income, and be taxable, to the recipient.
- 11.8.15 All recipients and donors will remain anonymous, except for those District officers and employees who have a business need to know.

### TERMINATION OF CATASTROPHIC LEAVE BANK

- 11.8.16 Termination of the Catastrophic Leave Program must be reached via negotiations between District and Associations for regular/contract faculty and classified professionals and discussions between District and Administrative Senate for administrative/confidential employees.

## **11.9 JURY DUTY LEAVE**

- 11.9.1 The District agrees to grant employees called for jury duty leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned working hours. The District shall pay the difference, if any, between the employee's regular rate of pay and the amount received for jury duty less meals and travel allowance. Fees received from jury service rendered during any portion of the employee's regularly assigned work hours shall be turned over to the Payroll Department.
- 11.9.2 Upon release from jury duty during regularly assigned work hours, the employee must return to their work station if at least four hours remain in his/her work day.
- 11.9.3 Any day during which an employee whose regular assigned shift commences at 2:30 p.m. or later and who has reported for jury duty shall be relieved from work with pay.
- 11.9.4 Employees called for jury duty shall notify the supervisor or the Office of Human Resources, Training and Development of service date(s) upon receiving notice from the officer of the court. Upon completion of jury duty, it shall be the employee's responsibility to verify dates and hours of service.

## **11.10 PERSONAL BUSINESS LEAVE**

Full-time employees shall be entitled to two days (16 hours) per year of Personal Business Leave, not charged to personal illness and injury leave. This leave is pro-rated for less-than-full-time employees. The leave may be taken in increments of one (1) hour, and up to ten (10) hours during a 4/10 workday, but not to exceed sixteen (16) hours of total leave usage. The employee must give the District three (3) working days notice. A year is considered to be from July 1 through June 30. Unused days do not accumulate, and must be used by July 1. Personal Business Leave cannot be used to extend a holiday or vacation. New employees hired between January 1 and June 30 shall have their Personal Business Leave prorated to one day for that year only.

## **11.11 LEAVE FOR MILITARY SERVICE**

- 11.11.1 Any employee who is on temporary military leave of absence and who has been in the service of Napa Valley Community College District for a period of not less than one year immediately prior to the day on which the absence begins shall be entitled to receive their salary from Napa Valley Community College District for up to one month of any such absence. Employee shall be entitled to receive all rights and benefits afforded by California Education Code 87018, and Military and Veterans' Code Section 395. Pay for such purposes shall not exceed one month (30 days) in any one fiscal year.
- 11.11.2 Employee shall be required to request military leaves in writing and supply the District with orders and status reports.

## **11.12 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE (Workers' Compensation)**

- 11.12.1 Employees will be entitled to industrial accident and illness leave in accordance with Education Code Section 88192 for accident or illness arising out of or in the course of their duties for the District when such illness or accident has qualified for workers' compensation under the provision of the State Compensation Insurance Fund.



- 11.12.2 Employees who have suffered an industrial accident or illness shall immediately report the accident or illness to the District. The District shall prepare an accident report and submit it to Keenan and Associates. The employee shall be furnished a copy of this report.
- 11.12.3 Industrial accident and illness leave shall not exceed sixty (60) days during which the college is in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial injury or illness. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only the amount remaining at the end of the fiscal year for the same illness or injury.
- 11.12.4 Industrial accident and illness leave shall commence on the first day of absence. Leave allowable under this section shall not accumulate from year to year. Industrial accident and illness leave will be reduced by one day for each day of authorized absence regardless of compensation award made under workers' compensation.
- 11.12.5 The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which disability is attributable to the injury involved.
- 11.12.6 For any days of absence from duty as a result of the same industrial accident, the employee shall endorse to the District any wage-loss benefit check from the Self-Funded Workers' Compensation Insurance Fund. The District, in turn, shall issue the employee appropriate warrants for payment of wages and shall deduct normal retirement and other authorized contributions.

If the employee fails to endorse to the District any wage-loss benefit check from the Self-Funded Workers' Compensation Insurance Fund, the District shall deduct the amount of such benefit check received and retained by the employee from the employee's salary warrant.

- 11.12.7 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other personal illness and injury leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available personal illness and injury leave, accumulated compensatory time, vacation, or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.
- 11.12.8 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position, in the class of the person's previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

- 11.12.9 An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty, and who fails to accept an appropriate assignment, shall be dismissed.
- 11.12.10 Period of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 11.12.11 Any employee receiving benefits as a result of this section shall during period of injury or illness remain within the State of California, unless the governing board authorizes travel outside the state.

**11.13 ADDITIONAL LEAVE FOR NONINDUSTRIAL ACCIDENT OR ILLNESS; REEMPLOYMENT PREFERENCE**

A regular classified employee who has exhausted all entitlement to personal illness and injury leave, vacation, compensatory overtime, or other available paid leave, and who is absent because of nonindustrial accident or illness, shall be granted an unpaid leave of absence for six (6) months. At the expiration of the unpaid leave of absence, the employee shall be placed on a reemployment list for a period of 39 months.

At any time, during the prescribed 39 months, the employee is able to assume the duties of their position, they shall be reemployed in the first vacancy in their classification. The employee's reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Education Code section 88127, in which case they shall be ranked according to his/her proper seniority. Upon resumption of their duties, the break in service shall be disregarded and they shall be fully restored as a regular employee.

**11.14 UNPAID LEAVE**

11.14.1 Long Term

- 11.14.1.1 Upon recommendation of the Superintendent/President and approval by the governing board, employees with at least one (1) year of District service may be granted leave without compensation, benefits, salary schedule advancement, or seniority credit for a period of up to twelve (12) months. An employee on Board-approved unpaid leave shall have the option of continuing all health and welfare benefits for the period of the leave at the employee's expense, by providing the District with monthly premium payments in the full amount of the premium cost.
- 11.14.1.2 Requests for unpaid leave shall be made in writing as soon as possible, but not less than sixty (60) days prior to the date the leave is proposed to commence. The request shall state the reason for the leave and the proposed beginning and ending dates of the leave.
- 11.14.1.3 The District may, for good cause, cancel any leave of absence without pay by giving the employee thirty (30) days notice prior to the beginning of the leave.
- 11.14.1.4 An employee may make a written request to the District to return to work prior to the expiration of the leave. The District may approve or reject the request.

11.14.1.5 Failure to report for duty within five (5) working days after a leave has expired shall be considered abandonment of the position and the employee may be terminated by the governing board.

11.14.2 Short Term

11.14.2.1 Leaves without compensation may be granted at the discretion of the Superintendent/President for a period of not more than ten (10) days for purposes of child care, illness of an employee, care of a member of the immediate family who is ill, study, or reasons of compelling personal importance.

11.14.2.2 An employee shall apply for such leave by submitting a request in writing to the Superintendent/President at least thirty (30) days in advance of the requested leave, except when such notification is impractical.

11.14.2.3 The Superintendent/President shall inform the employee whether the request was granted or denied as early as possible, but not less than fifteen (15) days after the request is made.

11.14.2.4 Leave taken without prior approval shall be considered unauthorized leave.

**11.15 BEREAVEMENT LEAVE**

11.15.1 Up to five (5) days off with pay for bereavement, funeral arrangements, and/or funeral attendance in the event of the death of a member of the employee's immediate family.

11.15.2 Immediate family shall be as defined in Article 11.2.

11.15.3 Up to one (1) day with pay for time off necessary for the attendance at the funeral of a close relative or in-law.

## ARTICLE 12 – VACATION

### 12.1 ENTITLEMENT

Each full-time employee shall be entitled to the following vacation leave with full pay:

12.1.1	From Beginning of:	To Completion of:	Hours Earned/ Month:
	1st year	2nd year	8.00
	3rd year	3rd year	9.33
	4th year	8th year	10.67
	9th year	14th year	12.00
	15th year	18th year	13.33
	19th year	24th year	14.67

25 or more years: An additional four (4) hours a year for every year beyond 25 years. Vacation leave for less-than-full-time employees shall be pro-rated.

12.1.2 After the sixth (6th) month of employment an employee can take one-half of the applicable yearly vacation leave, and the rest after completion of the work year.

12.1.3 Vacation entitlement for employees with twenty-five (25) or more years of service as set forth above is on a pro rata basis for less than twelve (12) month employees.

### 12.2 CARRYOVER

The maximum accumulation of vacation that may be carried forward from year to year shall be limited to twice the annual allowance permitted by the vacation entitlement schedule in Article 12.1.

Employees having more vacation accumulated than herein provided as of June 30, 1980, will be permitted to accumulate and carry forward from year to year that number of vacation days which has been accumulated as of June 30, 1980, unless future service for the District raises the individual limit established herein or unless the accumulated number of vacation days has been reduced by employees using more vacation than they earned between June 1, 1980, and June 30, 1981.

All employees may, at any one time, during the twelve (12) months following July 1 of any year, have accumulated vacation time in excess of the limits set forth herein, provided that the District shall not be liable to pay for unused vacation pursuant to Article 12.3 in excess of the maximum accumulation limit applicable to the employee. The names and individual accumulation limits adjusted to July 1, 1981, of employees having more than twice the annual allowance permitted by the schedule set forth in Article 12.1 are stated in a side letter of understanding between the parties and are part of this agreement.

### **12.3 PAYOUT**

Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation consistent with Article 12.2, except that employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation. [Education Code 88197(h)].

### **12.4 SCHEDULING**

Employees shall schedule vacation as follows:

12.4.1 All vacation requests shall be in writing on an appropriate form supplied by the District. Such forms shall be submitted to the employee's immediate supervisor. Whenever possible, vacations shall be scheduled by mutual agreement of the employee and their immediate supervisor.

12.4.2 No employee shall be denied the opportunity to schedule and utilize their full annual vacation entitlement in one segment.

12.4.3 Seniority shall not be utilized to displace a vacation already scheduled by another employee, but a supervisor, when considering two or more conflicting vacation requests, shall grant the request submitted by the employee having the longest continuous service with the District.

12.4.4 No later than January 15 of each year, the immediate supervisor may designate and post periods of heavy workload for the subsequent fiscal year during which fewer than normal or no vacations may be scheduled. These periods shall not exceed three weeks per semester and two weeks during the summer period.

12.4.5 In the event an employee has been unable to schedule a vacation by mutual agreement with the immediate supervisor, the employee shall submit a minimum of three choices of vacation periods, none of which shall fall during designated periods of heavy workloads. The immediate supervisor shall grant one such choice within ten working days of the employee's choices of vacation periods.

12.4.6 Employees regularly assigned and working less than twelve (12) full months shall schedule and use their vacation within their regular work year. Employees may carry over vacation in accordance with Article 12.2.

### **12.5 INSTRUCTIONAL SUPPORT SPECIALIST AND INSTRUCTIONAL SUPPORT ASSISTANTS**

Instructional Support Specialists and Instructional Support Assistants shall be entitled to schedule vacations in the same manner as other employees as long as vacation scheduling does not interfere with the instructional program. The appropriate supervisor shall determine whether a requested vacation will interfere with the instructional program.

### **12.6 VACATIONS FOR GRANT-FUNDED EMPLOYEES**

Employees whose employment with the District is funded by grants shall be subject to the following provisions:

12.6.1 Grant-funded employees shall be entitled to earn vacation leave in accordance with Article 12.1.

12.6.2 All vacation earned shall be used during the District fiscal year in which the vacation was earned. Carry over of accumulated vacation shall not be allowed starting in Fiscal Year 1996-97.

12.6.3 Payment of unused vacation shall be allowed under the following conditions:

- a. Payment is made due to separation from service other than grant being terminated;
- b. Employee must have completed six (6) months of employment in regular status; and,
- c. Grant funds are available to pay for lump-sum compensation.

## ARTICLE 13 – HOLIDAYS

13.1 The District agrees to grant the following holidays in accordance with provisions set forth below:

13.1.1 Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day following Thanksgiving Day

Winter Break (10 days, includes Christmas Day, New Year's Day, two days in lieu of Admissions Day and Lincoln's Birthday)

Martin Luther King Day

Washington's Birthday

Cesar Chavez Day (Friday of spring break as designated by Napa Valley College)

Memorial Day

Juneteenth Day

13.1.1.1 Less-than-twelve-month employees who choose to take spring break off as unpaid shall receive one (1) eight-hour workday of holiday credit for Cesar Chavez Day (pro-rated for less-than-full-time employees). This holiday credit must be used by May 15 based on mutual agreement between the employee and the supervisor. The workday may not be broken up into hourly segments and the holiday credit may not carry over to the next fiscal year.

13.1.2 Every day appointed by the President of the United States or the Governor of this state as provided for in subdivisions (c) and (d) of Education Code Section 79020 for a public fast, thanksgiving, or holiday.

## 13.2 HOLIDAY COMPENSATION

13.2.1 All employees shall be entitled to specific holidays and board-granted days off with pay as determined by the holiday schedule, providing the holiday falls during their normal work year and they are in paid status during any portion of the working day immediately before or after the holiday or recess period.

13.2.2 If an employee is required to work on a holiday or board-granted day off, the employee will receive, in addition to their regular pay, time and one-half (1 ½) for the hours worked. An employee who is paid overtime for working on a holiday or board-granted day off will not receive an additional day off.

13.2.3 Whenever Friday or Monday is observed by the District as a holiday because the actual legal holiday falls on Saturday or Sunday, an employee whose normal workweek includes working on Saturday or Sunday may elect to receive either the holiday or the in-lieu-of day as the observance day. When an employee is required to work both a holiday and an in-lieu-of day, the employee will be paid in addition to their regular pay, at the time- and-one-half (1 ½) rate for the hours worked on only one (1) day.

13.2.4 When a holiday or board-granted day off occur while an employee is absent from work because of sick leave, vacation, or other paid leave of absence, the holiday shall not be deducted from any other paid leave of absence.

## ARTICLE 14 – HOURS AND OVERTIME

### 14.1 WORK YEAR

#### 14.1.1 Twelve-Month Positions

The fiscal year, July 1 to June 30, shall constitute the work year for all twelve (12) month positions.

#### 14.1.2 Eleven-Month Positions

Those positions designated as having eleven (11) months of service will be assigned for a period of eleven (11) months so as to allow 20 cumulative days (4 weeks) off without pay, taken in at least one-week increments. Employees must notify the Office of Human Resources, Training and Development of their schedules prior to May 1 of each year.

#### 14.1.3 Ten-Month Positions

Positions designated as having ten (10) months of service will be assigned for a period of ten (10) months so as to allow 40 cumulative days (8 weeks) off without pay, taken in at least one-week increments. Employees must notify the Office of Human Resources, Training and Development of their schedules prior to May 1 of each year.

#### 14.1.4 Nine-Month Positions

Positions designated as having nine (9) months of service will be assigned for the academic year, essentially eighteen (18) weeks each of two (2) semesters. The work year for nine (9) month positions will begin when the college opens and concludes at the end of the second (2<sup>nd</sup>) semester.

### 14.2 WORKWEEK

The workweek for all employees shall be from 6:00 a.m. Sunday through 5:59 a.m. the following Sunday.

#### 14.2.1 Five-Consecutive-Day Workweek

14.2.1.1 For full-time employees, the workweek shall consist of forty (40) hours within any seven (7) consecutive days, starting with the same calendar day each week. The workday shall be eight (8) hours within any twenty-four (24)-hour period.

14.2.1.2 An employee will work any five (5) consecutive days in a workweek with two (2) days off.

#### 14.2.2 Four-Ten (4/10) Workweek

The District and the Union mutually agree to institute a four (4) day, ten (10) hour (4/10) workweek (Monday-Thursday) during the summer which can include approximately ten (10) weeks between the end of spring semester and beginning of fall semester.

Individuals and departments wishing to be exempt from this clause shall put their requests in writing to the Office of Human Resources, Training and Development by May 1 of each year. Disputes, if any, regarding exceptions shall be reached through the meet and confer process between District and Union.



With approval of the supervisor, arrangements can be made to work less than a ten- (10)-hour day by using vacation or deductive leave hours.

Work performed in excess of ten (10) hours in one (1) day or forty (40) hours in one (1) week shall be classified as overtime.

### **14.3 CALENDAR OF WORK**

Employees shall be given as much advance notice as possible, but not less than ten (10) working days notice of a change in working hours. Change in work hours shall mean an adjustment of no more than one-and-one-half (1 ½) hours in either direction from the former starting or quitting time.

14.3.1 Employees shall be given thirty (30) days notice of a change in shift, workweek, or work year.

14.3.2 Nothing herein shall be construed to limit the District's ability to require overtime.

### **14.4 LUNCH PERIODS**

14.4.1 Employees must take a minimum one-half (½) hour, and no more than one (1) hour, non-paid, duty-free lunch period at a scheduled time, normally at the approximate mid-point of their shift. To be eligible for lunch periods, an employee must be on duty for more than four (4) hours. Lunch periods shall not be used to shorten the workday. No employee shall be required to work longer than five (5) hours (including a rest period) without a lunch break, except as noted in Article 14.4.2

#### **14.4.2 Alternative Lunch Period**

Due to the nature of the duties of employees in the College Police Department, and Student Health Center, it is not feasible for them to take a duty-free lunch. Employees in these departments shall agree to work the full number of hours of their shift without a duty-free lunch period. College Police Department and Student Health Center employees will eat at their discretion during their shift. Provided employees remain on duty during said time period, the District will pay employees their regular wages.

### **14.5 REST PERIODS**

Employees shall be permitted a paid, fifteen (15) minute rest break for each four (4) hours of assigned work at the approximate mid-point of their four (4) hour assignment. Rest periods may not be combined, used during the first or last hour of the assigned workday, or used to shorten the workday.

### **14.6 OVERTIME**

#### **14.6.1 Authorization**

Provisions for a forty (40) hour workweek do not restrict the Superintendent/ President from extending the regular work schedule on an overtime basis when such is necessary, in their sole discretion, to carry on the business of the District.

## 14.6.2 Designation of Overtime

### 14.6.2.1 Full-time Employees, Five (5) Day Workweek

Work performed in excess of eight (8) hours in one (1) day or forty (40) hours in a workweek shall be classified as overtime when approved in advance by the supervisor. See Article 14.2.2 for Four-Ten Workweek.

When an employee is called back to work on a regular work day, they shall be guaranteed at least two (2) hours of pay and shall be compensated at one-and-one-half (1 ½) times their regular base rate of pay for hours in excess of eight (8) hours in a workday or forty (40) in a workweek.

### 14.6.2.2 Part-Time Employees

Work performed in excess of eight (8) hours in one day or forty (40) hours in one (1) workweek, or work performed on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of the employee's workweek, shall be classified as overtime when approved in advance by the supervisor. See Article 14.2.2 for Four-Ten Workweek.

### 14.6.2.3 Computation of Overtime

For the purpose of computing the number of hours worked, time during which the employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or paid leaves of absence, shall be considered as time worked by the employee.

### 14.6.2.4 Overtime for Non-Working Days

An employee who is called in or called back to work in excess of their regular work assignment on a non-working day shall be guaranteed at least two (2) hours of pay and shall be compensated at one-and-one-half (1 ½) times their regular base rate of pay for hours in excess of eight (8) hours in a workday or forty (40) hours in a workweek. An employee scheduled for an overtime assignment on a non-working day shall be scheduled for at least four (4) hours.

14.6.2.5 An employee shall not be required to adjust their scheduled workday and/or workweek in order to avoid payment of overtime and/or shift differential. Except in cases where employees have been hired into a position that requires a split shift or flexible hours, the District shall discourage the assignment of split shifts for classified employees. In the event a split shift is necessary for the completion of business, the District and Union will meet and confer.

## 14.6.3 Compensatory Time Off for Overtime

14.6.3.1 At the option of the employee and upon approval by the District, overtime compensation may be in the form of compensatory time off at the rate of one-and-one-half (1 ½) the hours of overtime worked.

14.6.3.2 The request for compensatory time off in lieu of overtime pay shall normally be made at the time it is earned, but in no event shall such request be made later than the payroll deadline of the current pay period.

14.6.3.3 Compensatory time may be accumulated, but any such time accumulated must be taken within twelve (12) months of being earned. Compensatory time off shall be scheduled by mutual agreement between the employee and the District. The District shall make every reasonable effort to schedule compensatory time off which would otherwise be lost due to the twelve (12) month limit on accumulation specified in this paragraph. In the event compensatory time cannot be scheduled by the District within the twelve (12) month time period, the employee shall be paid the full value of such time in cash. When compensatory time off is not scheduled or requested, overtime hours shall be paid at the rate of one-and-one-half (1 ½) pay for hours scheduled and worked.

## **14.7 ALTERNATIVE WORK SCHEDULES**

14.7.1 The District shall review and consider, on a case by case basis, plans advanced by employees within the unit and submitted by the Union, for alternative work schedules. The standard work schedule is considered Monday through Friday, 8:00 a.m. to 5:00 p.m., plus or minus one (1) hour to the start and end times of the shift, unless the job announcement specified a different shift. An alternate work schedule is one that deviates from this standard schedule and requires mutual agreement between the District and the Union.

14.7.2 Prior to implementation of any alternative work schedule, the District and the Union shall agree, in writing, on the administration of overtime, premium pay, and leaves with pay, including holidays, as these may apply to the proposed alternative work schedule. The administration of these provisions shall be on a cost equivalent basis such that employees working an alternative schedule shall be compensated neither more nor less than employees working a regular schedule. Upon execution of a memorandum of understanding (MOU) regarding the administration of these provisions for employees working an alternative schedule, the applicable provisions of this Agreement shall be amended for those employees affected by the alternative schedule without further action by the parties.

14.7.3 The decision to implement alternative work schedules for any employee or group of employees shall be at the sole discretion of the District and approval or implementation of alternative work schedules for any employee or group of employees shall not be construed to set a precedent for approval or implementation of any other future work schedules submitted by the Union.

## **14.8 FLEXIBLE SCHEDULES**

14.8.1 Due to the irregular nature of the scheduling of athletic and theatrical activities, a flexible work schedule is necessary for certain positions in those areas, such as the Theater Technician and Athletic Trainer.

For these positions, the employees shall have a regular work schedule as determined by the supervisor and communicated to the employee in writing. The work schedule shall not exceed eight hours in a day or forty hours in a week, unless on an approved alternate work schedule. The employees' regular work week shall be Monday through Friday, and no work week will consist of more than five (5) consecutive days, unless overtime is approved. Except in cases where employees have been hired into a position that requires

a split shift or flexible hours, the District shall discourage the assignment of split shifts for classified employees. In the event a split shift is necessary for the completion of business, the District and Union will meet and confer.

When it is necessary to flex the schedule to accommodate the program's needs, the work shall be scheduled no less than 10 work days prior to the days and/or times to be adjusted. It shall be the right of the employee to agree to an adjustment of hours or days with less than 10 work days notice, and no penalty can be assigned for declining such a request. Such requests shall include those emergency requests where 10 work days notice is not possible. Each of these emergency situations shall be considered on its own merits, and the supervisor will not process an excess number of these "emergency" requests.

- 14.8.2 Sworn employees of the College Police Department are required to work a 4/10 work schedule. Per Article 14.4.2, those who are subject to call for service during the lunch period will work 10 hours and take a 30-minute paid lunch break. Sworn employees will be required to respond to high priority calls during their lunch period.

The District retains the right to change a sworn employee's day off at any time with less than 48-hours notice without incurring overtime liability in order to meet departmental needs related to emergencies, investigations, court subpoenas, and other unplanned events. The District will provide as much notice as reasonable for planned events and schedule changes.

In situations where the District will not incur an overtime obligation, and with approval, sworn employees may trade individual work days or work shifts. Sworn employees may not trade more than two consecutive days.

When sworn employees are scheduled to appear in court, they are required to check with the court the day before to see if they are still required to appear. Cancellation of scheduled appearance must be made at least two hours before said scheduled appearance or the minimum three hours shall be paid. Employees who receive a subpoena to appear in court shall notify their supervisor of the appearance date and time in order to provide necessary time to review the schedule to determine what staffing will be needed.

## ARTICLE 15 – TRANSFER AND CAREER OPPORTUNITY

### 15.1 LATERAL TRANSFERS

#### 15.1.1 Definition of Lateral Transfer

A lateral transfer is the movement of a current regular employee from a position in a specific salary range to a different position in the same salary range.

#### 15.1.2 District-Initiated Lateral Transfer

If a regular employee is to be transferred at the initiation of the District, the employee and the chief human resources officer shall meet to discuss the written transfer plan, in consultation with the Union.

#### 15.1.3 Employee-Initiated Lateral Transfer

A regular employee may request a transfer from one position to another in the same range.

15.1.3.1 When vacancies occur these openings shall be circulated to all classified staff within the same range for at least seven (7) working days. To apply for a lateral transfer, the employee must complete the application packet and submit it to the Office of Human Resources, Training and Development. The District shall consider internal requests for voluntary transfers when the training, experience, and the abilities of the requesting employee match the vacant position job specifications and there is concurrence on the part of the receiving supervisor. When such a request is made, the receiving supervisor and the requesting employee will meet to discuss the employee's qualifications for the vacant position. Probationary employees of the District are not eligible to be considered for voluntary transfers.

15.1.3.2 The District will give first consideration to current regular classified employees applying for a lateral transfer before hiring from the outside. Where two (2) or more regular classified employees have equal merit and ability, the employee with seniority shall be granted the position.

15.1.3.3 A current regular classified employee who is laterally transferred shall remain at the same step and shall retain permanent anniversary and salary dates.

15.1.4 These procedures shall not apply to transfers made pursuant to a layoff of classified employees as per the Education Code.

Provisions of this article do not apply to temporary, hourly classified employees.

### 15.2 CAREER OPPORTUNITY

#### 15.2.1 Application Process

15.2.1.1 Regular classified employees have a right to apply for all open positions.

15.2.1.2 Where two (2) or more applicants have approximately equal merit and ability, the regular classified employee shall be granted the position. If an internal applicant is not granted the position, the employee may request a written explanation as to why s/he was not selected for the position.

- 15.2.1.3 Where two (2) or more regular classified employees have approximately equal merit and ability, the employee with seniority shall be granted the position.

Provisions of this article do not apply to temporary, hourly classified employees.

**15.3 TRANSFER OF JOB BENEFITS**

Any employee who has been an employee of another district for a period of one calendar year or more, and who terminates such employment for the sole purpose of accepting a position in another school district, and who subsequently accepts, within thirty (30) days of termination of their former employment, such position shall have transferred with them to the Napa Valley Community College District the total amount of earned leave of absence for illness or injury to which they are entitled.

## ARTICLE 16 – RECLASSIFICATION

16.1 Reclassification is defined as the upgrading of a position to a higher classification as the result of significant changes in the position. Reclassifications may be initiated by the employee or by the supervisor. Only regular employees or supervisors of regular employees may request a reclassification.

### 16.2 CRC Membership Composition

The Classification Review Committee (CRC) will meet monthly, to review and discuss the recommendations from the Human Resources Analyst, Classification and Compensation. Using a consensus model, the committee shall make best collegial effort to come to a unanimous conclusion, with a final decision to be made by majority if a unanimous decision is not possible. If additional information is needed to make a final recommendation, the committee may interview the applicant. If no agreement can be made with regard to a reclassification request, the position will remain at its current classification.

Reclassification of position requests shall be subject to meet and confer between the Union and the District prior to presentation to the Board. The CRC will review reclassification requests for positions covered by this contract. The CRC shall consist of two (2) persons appointed by the Union, who shall serve on release time, two (2) persons appointed by the District, the Human Resources Analyst or designee, and the Associate Vice President, Human Resources and Training & Development and Title IX Coordinator (the chief human resources officer) or designee. In the event that a Union representative is unable to attend the meeting, the Union President or SEIU Field Representative may attend in their absence. All members serving on this committee must complete a training on the reclassification review process. Alternates must complete the training on reclassification review process and attend one CRC meeting with the purpose of observation. While serving on the committee to replace a voting member, alternates will have voting rights during their attendance. The Union and District appointed representatives make the final recommendations, except for the following:

- a) Union representatives may participate in the discussion but cannot make recommendations for positions within the same classification.
- b) Supervisors may participate in the discussion but cannot make recommendations for positions for which they supervise.

Membership on this committee will rotate every three years for Union and District appointments. Membership should reflect diversity from the campus, thus each department can only have one (1) representative at a time.

The functions of the committee shall be to review and discuss new or modified positions submitted by the District, and to consider any reclassification requests submitted by the District or employees according to the procedures outlined below.

### 16.3 Reclassification Request Procedures

16.3.1 Employees or supervisors may submit a Reclassification Request Questionnaire (RRQ) year round.

16.3.2 A RRQ must be completed by each employee or supervisor seeking a reclassification.

- 16.3.3 The RRQ is available for electronic submission on the Office of Human Resources, Training and Development (OHRTD) website.
- 16.3.3.1 An employee-initiated RRQ is routed to the employee's supervisor for completion of the supervisory portion. The RRQ will also be submitted to OHRTD for tracking purposes. Upon completion of the supervisory portion, the RRQ is routed to the OHRTD.
- 16.3.3.2 A supervisor-initiated request will include employee participation prior to submission. A supervisor-initiated RRQ is routed to the OHRTD.
- 16.3.4 The entire time period for review of a RRQ should not exceed ninety (90) days from date of submission to OHRTD.
- 16.3.4.1 For employee-initiated reclassification requests, supervisors have up to fourteen (14) calendar days to complete the supervisory portion and route the RRQ to the OHRTD. If the OHRTD does not receive the completed RRQ after fourteen (14) calendar days, supervisor input may not be considered, and the reclassification request process will move forward.
- 16.3.5 Upon receipt of receiving the RRQ, the Human Resources Analyst shall review the request and meet with individual employees to assess if they meet the reclassification criteria as set forth in the RRQ application. An incomplete RRQ will not be considered a submission and will be returned to the employee. It is the employee's responsibility to complete the RRQ and resubmit it to the OHRTD.
- 16.3.6 The Human Resources Analyst will present the findings of their assessment to the CRC for review and consideration. Requests not meeting the criteria will not be considered and will be returned to the employee. There will be no appeal or grievances to this decision.
- 16.3.7 The chief human resources officer and the Human Resources Analyst will make recommendations concerning changes to the proposed job descriptions. The recommendations will be processed and analyzed utilizing the software acquired during the 2017-2018 Classification and Compensation Study. The results of the analysis will be presented to the CRC for review.
- 16.3.7.1 The Office of Human Resources, Training and Development will provide a draft job description and factoring utilizing the software that was acquired during the 2017-2018 Classification and Compensation Study.
- 16.3.7.2 The software acquired during the 2017-2018 Classification and Compensation Study shall be utilized in assessing reclassification requests. The recommendation will also address the position in relation to the other positions in the unit.
- 16.3.8 Once the CRC reaches agreement on the reclassification requests, the chief human resources officer will review all job descriptions and factoring for approved reclassifications and will forward these recommendations to the Board of Trustees at the next scheduled monthly board meeting. Approved reclassifications will be effective the following business day after the board meeting.



- 16.3.9 Upon approval of the Board of Trustees, the OHRTD shall notify the employee and/or supervisor in writing of the reclassification decision.
- 16.3.10 There is no appeal process for employees or supervisors who do not agree with a reclassification decision. However, an employee or supervisor may apply/re-apply each year.
- 16.3.11 Regardless of outcome, the party making the request for reclassification must wait at least one (1) year from the date of the request before applying for an additional reclassification review.

## ARTICLE 17 – JOB SHARING

- 17.1 The District and any employee or group of employees may agree to a reduction of scheduled working hours such that any two (2) or more employees may share a budgeted position or positions.
- 17.2 The option of job sharing shall be considered only after a joint request has been made by employees who have mutually agreed to share one (1) or more unit positions. The request shall be submitted, in writing, to the chief human resources officer and shall specify the title and location(s) of the position to be shared; the number and placement of hours per day, days per week, weeks per month, and months per year which each employee has agreed to work; if applicable, the location where each employee will work; and a statement specifying the manner in which job duties and responsibilities will be divided. The particular plan proposed in the request shall be subject to modification by the District in accordance with District needs.
- 17.3 Any reduction in hours which occurs as a result of an employee's participation in a job sharing program shall be permanent. However, in the event an employee working in a shared position is promoted, transferred, or separated from the District, the employee remaining in the shared position shall have first right of refusal to the balance of that position. In all other instances, an employee who has agreed to a reduction in scheduled working hours pursuant to this Article, and who later desires to return to their previous schedule of working hours, shall be given the same consideration as any other employee who requests an increase in scheduled working hours.
- 17.4 Implementation of any job sharing program shall not increase the District cost for salary and/or benefits beyond the cost that would be incurred for a single employee occupying the position or positions affected.
- 17.5 The decision to implement any job sharing plan and the method of implementation shall be at the sole discretion of the District, and approval or implementation of any job sharing plan shall not be construed to set a precedent for approval or implementation of any other request for job sharing.

## ARTICLE 18 – LAYOFF AND REEMPLOYMENT

- 18.1 Per Education Code Section 88127, classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the classification shall be determined by length of service. The employee who has been employed for the shortest time in the classification, plus higher classifications, shall be laid off first. Reemployment shall be in the reverse order of layoff.

For the purposes of this Article, for service commencing or continuing after July 1, 1971, "length of service" means all hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis as provided for in Education Code Section 88127. Nothing contained in this section shall preclude the governing board of the District from granting of "length of service" credit for time spent on military leave of absence, or unpaid illness leave, or unpaid industrial accident leave.

"Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or regular status in the classified service of the District.

- 18.2 Per Education Code Section 88117, persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, or to remain in their present positions rather than to be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period up to twenty-four (24) months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to positions in their former classes or to positions with increased assigned time as vacancies become available, and without limitation of time; but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

- 18.3 When layoffs for financial or organizational reasons appear possible, the District and the Union agree to meet and confer regarding the impact of such layoffs.

18.3.1 The District will notify the Union/NVC-UCP Executive Board when one or more of the following conditions exist that could trigger layoffs.

- Lack of funds or lack of work
- Reduction or elimination of program(s)
- Reorganization of college
- Emergency situation (flood, earthquake, fire, etc.)

18.3.2 The District and Union will meet and discuss issues, options, and scope of problem. The District and Union will decide if there is a need to continue with the process.

They will:

- Review alternatives to layoffs
- Identify classifications/people involved
- Identify retraining options
- Review seniority list
- Project retirements, vacancies, transfers, etc.
- Consider equity amongst employee groups
- Assess impact of problem
- Identify alternatives/options

18.3.3 The District and Union will meet and confer following notification of layoffs.

## **ARTICLE 19 – STAFF DEVELOPMENT**

### **19.1 STAFF DEVELOPMENT COMMITTEE**

The District and Union hereby agree to the operation of a Classified Staff Development Committee as follows:

- 19.1.1 The committee shall be composed of no more than six (6) Union representatives appointed by the Union.
- 19.1.2 The committee shall remain in effect for the duration of this Agreement.
- 19.1.3 The committee purpose is to develop and implement staff development activities and to develop strategies for enhancing upward mobility for classified staff members. These activities may include, but are not limited to, personal development and cross training. The committee will work in cooperation with the District Staff Development Committee.
- 19.1.4 The District agrees to provide to the committee a minimum of \$500 (five hundred dollars) to fund staff development activities approved by a majority vote of those committee members present.
- 19.1.5 All regular classified employees who wish to attend the Classified Retreat shall be granted one (1) day of release time. The Classified Retreat is scheduled annually on the Tuesday of Spring Break. All regular classified employees attending the retreat will be required to sign in for attendance. The attendance sign-in sheet shall be turned in to the Office of Human Resources, Training and Development.

### **19.2 PERSONAL AND PROFESSIONAL GROWTH OPPORTUNITIES**

Employees who have successfully completed their probationary periods shall be eligible for release from work for travel and conference and also shall be eligible for release from work for a maximum of three (3) hours per week for enrollment in classes for personal and professional growth, for cross-training opportunities in other campus-based units, or for participation in individual fitness programs on or off campus. Participants must complete the Classified Employee Staff Development Request form (see Appendix C) and account for each class or program attended. Opportunities for cross-training shall be developed in consultation with both the employee's regular supervisor and the hosting supervisor.

- 19.2.1 This practice of release time for classes and other staff development activities shall be reviewed annually by the Classified Staff Development Committee.
- 19.2.2 Scheduling of staff development activities shall require prior supervisor approval. Denial by the supervisor shall be subject to one appeal with the supervisor's supervisor whose decision shall be binding and not subject to further appeal.
- 19.2.3 Classified staff approved to job shadow faculty as a cross-training staff development activity must follow the guidelines outlined on the Classified Employee Staff Development Request form. This type of cross-training activity is limited to no more than two (2) semesters.
- 19.2.4 Employees who receive approval but cannot schedule a class, cross training, or individualized fitness plan during their regular working hours may schedule such outside their regular working hours and receive compensatory time off. Compensatory time off

will be earned on a one-to-one basis to a maximum of 3 hours per week. Time off earned in this manner must be taken monthly. The District must provide the employee the opportunity to schedule this time monthly. No carryover of unused hours will be permitted for compensatory time accrued in this manner.

19.2.5 Less-than-full-time-employees shall be eligible for release on a pro-rated basis for enrollment in classes, cross-training opportunities, or individualized fitness programs.

19.2.6 Except for activities eligible and approved for A.B. 1725 funding, all fees for staff development are the responsibility of the employee.

### **19.3 CLASSIFIED EMPLOYEES ENROLLING IN COLLEGE COURSES**

19.3.1 On either a reduced-pay or an adjusted-work-schedule basis (see Article 14.7, Alternative Work Schedules) classified employees may request permission to take a college course during their regularly scheduled workday. Approval of such a request shall be contingent upon the following conditions:

- a. The employee's last performance evaluation was satisfactory.
- b. Additional funds will not be required.
- c. The workload in the employee's department will not be adversely affected as determined by the supervisor.
- d. The maximum number of adjusted work hours per week which may be allowed is five (5), except when a single class requires more than five (5) hours, a maximum of nine (9) hours may be requested.
- e. If an employee opts for reduced pay, the amount of reduced pay shall be proportionate to the time taken from the regular workweek.
- f. The request must be approved by the employee's immediate supervisor, vice president having overall responsibility for the employee, and the superintendent/ president before the employee enrolls in a class.

#### **19.3.2 Courses to Upgrade Employee Skills**

The employee may request or the District may recommend/require an employee to take courses to upgrade their skills due to the following reasons:

- a. Employee Performance Evaluation
- b. Programmatic or Legal Change to Job Description
- c. Technological Changes

Courses shall be approved in the same manner as described in 19.3.1 above. Courses approved shall be considered a part of the employee's regular workday and the employee shall not have a reduction in pay or benefits. The District and Union shall meet and confer regarding the plan and timeline of obtaining the recommended/required skills. All course-related expenses for obtaining the recommended/required skills shall be paid by the District.

## **ARTICLE 20 – CONTRACTING OUT**

District services which are normally, regularly, and continuously provided by employees will not be contracted out. The District retains the right to contract out a service that is periodic, supplemental, short-term, or of a specialized nature.

## **ARTICLE 21 – NON-DISCRIMINATION**

- 21.1 In receiving the rights afforded by this agreement, no person shall in any way be favored or discriminated against to the extent prohibited by law and by District policy because of political or religious opinions or affiliations, or because of race, color, national origin, ancestry, language, marital status, age, gender, gender identity or expression, sexual orientation, or physical or mental disability.
- 21.2 Unlawful discrimination is prohibited by state and federal law and board policy. Unlawful discrimination constitutes treating individuals differently because of their protected classification or a perception that a protected classification is present. Any complaint regarding unlawful discrimination shall be addressed pursuant to Policy D1130 and accompanying administrative regulations.
- 21.3 It shall be unlawful for the District or the Union to impose or threaten to impose reprisals on employees, to discriminate against employees, or otherwise interfere with, restrain, or coerce employees, because of their exercise of rights guaranteed by this chapter.



## ARTICLE 22 – GRIEVANCE PROCESS

*This grievance procedure is intended to provide a fair, consistent, and expeditious process for resolving contractual differences in an acceptable manner for all parties. The parties to this agreement realize these differences of opinion can be disruptive to the efficient operation of the District and unsettling to the employee.*

*Supervisors are encouraged to fully inform employees of the reasons for their decisions and to listen and respond to employee questions about their decisions. The parties are encouraged to resolve their differences prior to the need for a formal grievance. Employees are encouraged to use the grievance process, rather than to let issues continue without resolution. In the course of the formal grievance procedure, all parties will make a concerted “good faith effort” to resolve the differences at the earliest possible step in the procedure.*

### 22.1 DEFINITIONS

A “Grievance” is a formal written allegation by a grievant who has been adversely affected by a violation or, perceived violation, of this agreement or any rights or laws governing the classified professionals at Napa Valley College. All complaints involving or concerning provisions of the labor agreement with regard to compensation shall be initially filed in writing with the chief human resources officer who shall meet and confer with the union. If the matter is not resolved at this level, it will be referred to the grievance process.

- A “grievant” may be an employee or the Union.
- A “day” is a day in which the Office of Human Resources, Training and Development is open for business.
- The “immediate supervisor” is the lowest level manager/supervisor having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.
- All timelines referenced in this Article may be extended by mutual agreement between the District Representative and the grievant, including their Union Representative.
- This procedure is meant to help facilitate and encourage effective communication between the Union and the District.

### 22.2 INFORMAL LEVEL

Any employee who believes that they have a grievance shall discuss their complaint with their immediate supervisor within fifteen (15) work days of the incident or occurrence (or fifteen (15) work days from which the employee gained knowledge of the incident). This meeting shall be held in an effort to resolve the grievance informally. The immediate supervisor shall have ten (10) work days from the date of the informal discussion to respond to the employee. If an agreement is reached to resolve the issue, the supervisor will confirm the outcome in writing.

If the supervisor’s response does not resolve the grievance, the employee has ten (10) work days from the supervisor’s response date to file the grievance in writing with the supervisor’s supervisor or their designee. If the immediate supervisor fails to respond to the informal grievance, the employee has ten (10) work days from the date the supervisor’s response was due to file the grievance in writing with the supervisor’s supervisor or their designee.

## 22.3 FORMAL LEVEL

### 22.3.1 Level I

Within ten (10) work days, the supervisor's supervisor will meet with the grievant and their Union representative in an effort to resolve the matter. The supervisor's supervisor shall provide a written response to the formal grievance within ten (10) work days of the meeting.

### 22.3.2 Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Superintendent/President or designee within ten (10) work days.

The appeal should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent/President or designee shall communicate a decision in writing within ten (10) work days after receiving the appeal.

Either the grievant or the Superintendent/President or designee may request a personal conference within the above time limits. If the Superintendent/ President or designee does not respond within the time limits, the grievant may appeal to the next level.

### 22.3.3 Level III

If the parties are unable to reach a mutually satisfactory agreement at Level II of the process, the grievant shall have fifteen (15) work days to request in writing that they be scheduled for a Hearing with an Adjustment Board.

The Adjustment Board will be convened within ninety (90) work days of receipt of the timely request for an Adjustment Board Hearing. The Adjustment Board shall be comprised of a mediator from the State Mediation and Conciliation Service, one (1) Union representative and one (1) representative of the District. The mediator shall be selected by mutual agreement from the State Mediation and Conciliation Service. The Adjustment Board shall set the matter for hearing and shall give the employee at least five (5) working days written notice of the date and place of such hearing.

The written recommendation of the Adjustment Board shall be provided to the grievant within fifteen (15) work days of the hearing and shall include the grievant's right to appeal to the Board of Trustees. The recommendation of the Adjustment Board shall be advisory only. The Adjustment Board shall not issue any public statement of fact or opinion on the matter in question.

### 22.3.4 Level IV

In the event that either party is not satisfied with the recommendation(s) of the Adjustment Board, they may appeal the decision in writing to the Board of Trustees within fifteen (15) work days of receiving the written recommendation of the Adjustment Board.

The recommendation of the Adjustment Board shall only be advisory to the Board of Trustees, which shall render a final determination in the matter. The grievant will be notified in writing of the final determination of the Board of Trustees within fifteen (15) work days of the board's decision.

## **22.4 REPRESENTATION**

- 22.4.1 The employee shall have the right to Union representation at all levels of the grievance procedure. If the grievant is not represented by the Union, the grievance shall not be resolved until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 22.4.2 An employee shall have the right to Union representation at any meeting of an investigatory nature between the employee and a management person, if it may reasonably be concluded from all of the circumstances that the meeting may lead to the suspension, reprimand, demotion, reduction in class, or dismissal of the employee. If the employee makes such a request, the management person shall then have the right to have a person of the manager's choice present as observer.
- 22.4.3 Because the Americans with Disabilities Act of 1990 requires reasonable accommodation in the work place for persons with disabilities, and such determination is made on a case-by-case basis, any accommodation provided to an individual protected by the ADA shall not establish a past practice in the grievance and arbitration process.

## ARTICLE 23 – DISCIPLINE

### 23.1 INTRODUCTION

Napa Valley College values student success, honesty, integrity, innovation, creativity, adaptability, respect for all people, appreciation of diversity, responsibility, accountability to self and others, and openness to ideas and opinions. In support of these values, there are occasions that require the district to take disciplinary action. Whenever appropriate, the college supports progressive discipline and the use of the evaluation process which are intended to give employees advance notice of problems with their conduct or performance in order to provide them with an opportunity to correct problems or deficiencies.

Progressive disciplinary steps may include verbal warning, written warning, and/or written reprimand prior to suspension or dismissal, unless the conduct warrants otherwise. The parties recognize that there are numerous circumstances that could provide cause for more direct corrective action, up to and including termination of employment.

Any known written materials, reports or documentation upon which the disciplinary action is based shall be available for review by the employee and his or her representative. Regular employees shall be subject to disciplinary action only for cause. Probationary employees shall be subject to summary termination and shall not have a right to a hearing with respect thereto.

### 23.2 TWO-YEAR LIMIT

No disciplinary action shall be taken for any cause which arose prior to the employee becoming a regular employee, nor for any cause which arose more than two (2) years preceding the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

Any employee against whom disciplinary action was taken, when such action was recorded in the employee's personnel file, may request that the written record be sealed if there has been no related action taken within two (2) years of the original discipline. The sealed documents shall remain in the personnel file.

### 23.3 DEFINITIONS

Verbal Warning – Counsel and directives given to an employee by the direct supervisor, or the president or designee, that notices the employee of inappropriate behavior and/or deficiencies in work performance/product that, if not corrected, could lead to more severe discipline.

Written Warning – A written notice given to the employee by the direct supervisor, or the president or designee, that informs the employee in writing of inappropriate behavior and/or deficiencies in work performance/product that, if not corrected, could lead to more severe discipline. This notice is not forwarded to the personnel file, but is maintained by the supervisor.

Written Reprimand – A formal written notice to the employee that is forwarded to the personnel file. This notice is a rebuke of the employee's actions, behaviors, or lack of work performance/product that are considered cause for discipline as noted below. A reprimand may include a remediation plan with written instruction on how to correct problems or deficiencies, along with a timeline for demonstrated improvement.

Suspension – Temporary removal from employment of the District for a specific period without pay.

Dismissal – Removal from the employment of the District.

Demotion – Involuntary assignment to a lower classification for disciplinary reasons in non-layoff situations.

Involuntary Reassignment – Involuntary assignment to a different position for disciplinary reasons in non-layoff situations.

Cause – Those grounds for discipline or offenses enumerated in the law and which may include:

- 23.3.1 Unauthorized or excessive absence from work.
- 23.3.2 Possession and use of controlled substances on the job, or reporting for work while under the influence of controlled substances. Possession and proper use of drugs prescribed by a licensed physician or psychiatrist are not prohibited.
- 23.3.3 Discourteous, offensive, disruptive, or abusive conduct or language toward other employees, students or the public when on duty.
- 23.3.4 Dishonesty.
- 23.3.5 Drunkenness on duty. (Ed Code language 89535)
- 23.3.6 Willfully falsifying any information supplied to the District on application forms, employment records, or any other District records.
- 23.3.7 Incompetence or negligence in the performance of duties.
- 23.3.8 Insubordination.
- 23.3.9 Repeated unexcused absence or tardiness.
- 23.3.10 Conviction of felony or of any crime involving moral turpitude.
- 23.3.11 Immoral conduct.
- 23.3.12 Willful or persistent violation of the Education Code or per Title 5 regulations of the State of California, any college policy, procedure, or regulation, or of any provision of this Agreement.
- 23.3.13 Failure to possess or keep in effect any license, certificate or other similar requirement specified in the law or the employee's position description or otherwise necessary for the employee to perform the duties of the position.
- 23.3.14 Evident unfitness for service.

## 23.4 PROCEDURES

### 23.4.1 Notice of Intended Charges

1. The appointing authority (direct supervisor) recommending that disciplinary action be taken shall provide the employee with written notice of the proposed action. Notice will only apply to suspension, dismissal, demotion or involuntary reassignment. The written notice shall include:
  - a. A description of the proposed action to be taken and the effective date or dates of the proposed action (at least ten (10) work days after the notice is received by the employee).
  - b. A clear and concise statement of the reasons for the proposed action.
  - c. A statement that a copy of the materials upon which the action is based is attached or available for inspection by the employee or by the employee's representative.
  - d. A statement advising the employee of the right to respond to the charges in writing to the Superintendent/President who serves as the Skelly Officer. This statement shall include the time frame in which to respond, which shall be at least (prior to its effective date, including the time within which such response must be made at least ten (10) work days from the date of service of the written order). Failure of the employee to make a written response will constitute waiver of the right to respond.
  - e. A copy of all proposed disciplinary actions and/or disciplinary actions relating to written reprimands and more direct disciplinary actions will be provided to SEIU Local 1021 and the Union President or designee of NVC-UCP.
2. If the employee submits a written appeal of the proposed disciplinary action, a meeting shall be scheduled with the Skelly Officer within ten (10) work days, at which time the employee shall be given the opportunity to further respond to the proposed action. The employee shall be entitled to union representation at the meeting. The Skelly Officer may amend, modify or revoke any or all of the charges contained in the written notice. The Skelly Officer shall provide written notice to the employee of any disciplinary action to be taken and of their right to request a hearing to appeal the decision.

### 23.4.2 Right to a Hearing

If the Skelly Officer determines that disciplinary action will be taken, the regular classified employee against whom a disciplinary action is initiated by the District shall be given written notice as specified in Article 23.4.1. Such notice shall contain a statement of the right to a hearing and a form the employee shall use to request a hearing. The hearing may only be requested within ten (10) working days after the employee receives the written determination of the Skelly Officer.

The request for hearing shall be written and filed with the chief human resources officer using the appropriate form and shall constitute a demand for a hearing and contain a full or partial denial of the charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing at which time the proposed discipline may be imposed.

The hearing shall be scheduled with an Adjustment Board which shall be comprised of a mediator from the State Mediation and Conciliation Service, one (1) Union representative and one (1) representative of the District. The mediator shall be selected by mutual agreement from the State Mediation and Conciliation Service. The Adjustment Board will be convened within ninety (90) work days of receipt of the timely request for an Adjustment Board Hearing. The Adjustment Board shall set the matter for hearing and give the employee at least five (5) days written notice of the date and place of such hearing.

The recommendation of the Adjustment Board shall be advisory only. The Adjustment Board shall not issue any public statement of fact or opinion on the matter in question.

23.4.2.1 If the hearing is held during the work hours of employee(s), witness(es) and such, District employees shall be released without any loss of pay or benefits, to appear at the hearing.

23.4.2.2 At the hearing, the burden of proof shall be upon the party attempting to substantiate the charges.

23.4.2.3 In arriving at a recommendation, the Adjustment Board may consider any prior disciplinary actions.

23.4.2.4 A written record of the hearing shall be provided by the District. At least two (2) working days prior to the hearing, the employee may inquire how the hearing will be recorded. If a court reporter is not to be used and the employee requests that such reporter be used, the cost shall be borne by the employee unless the District desires a copy of the transcript and then the cost of the reporter and of the transcript shall be borne equally between the District and the employee.

23.4.2.5 A written recommendation, reviewed and signed by the Adjustment Board, shall be considered by the Board of Trustees during closed session of a regular meeting, no later than sixty (60) days after the hearing. The Board of Trustees shall make the final decision related to the imposition of discipline.

The Board of Trustees shall provide written notice to the employee and his or her representative of the final determination related to discipline within ten (10) working days after the meeting of the board.

23.4.2.6 Disciplinary action shall be governed solely by the provisions of this Article and shall not be subject to the Grievance Procedure.

## ARTICLE 24 – PERSONNEL FILES

- 24.1 The Office of Human Resources, Training and Development shall establish and maintain a personnel file for each member of the classified unit. The file shall be the official employer repository for personnel records. These personnel files are confidential and access should be limited to those with a “business right to know.”
- 24.2 A log will be kept inside the file and recorded thereupon each time the file is accessed. (This does not include the Office of Human Resources, Training and Development personnel accessing the file for normal operation procedures of the department.)
- 24.3 All employees have the right to inspect their personnel files, review the materials contained in the files, and receive a copy of the materials upon request. Such review shall take place during normal business hours. The employee shall arrange for an appointment with the Office of Human Resources, Training and Development, and shall be released from duty for this purpose without salary reduction.
- 24.4 No critical, negative, or adverse materials will be included in an employee’s personnel file until they have had an opportunity to review the material. The employee shall also be given an opportunity to write comments about the critical, negative or adverse materials in the personnel file and submit comments within fifteen (15) working days of the notification.
- 24.5 All materials of a critical, negative, or adverse nature, which are placed in an employee’s personnel file, shall be supported by written evidence.
- 24.6 No critical, negative, or adverse materials shall be entered into the employee’s personnel file which does not bear the author’s signature and date of writing.
- 24.7 If critical, negative, or adverse material is placed in employee’s personnel file, the employee may request that the supervisor/administrator review the critical, negative, or adverse material and have placed into the file progress towards improvement.
- 24.8 Between six (6) months and twelve (12) months after the critical, negative, or adverse material is entered into the personnel file, the employee may petition for exoneration of the critical, negative, or adverse material. If the petition is approved, then a statement of exoneration will be added to the file.
- 24.9 This Article will not apply to materials received prior to employment or materials received in connection with advancement or promotion procedures.
- 24.10 All critical, negative, or adverse material, other than employee performance evaluations, may be sealed after being in the file for a period of two (2) years upon request of the employee. Sealed documents shall remain in the personnel file. The sealed document may only be opened by order of the Superintendent/President of Napa Valley College or designee, for the purpose of complying with a court order, a lawfully issued subpoena, or the written consent of the employee, or as determined as necessary by the Superintendent/President in order to respond to information requests submitted by such third party agencies as EEOC, DFEH, and OCR, or when the Superintendent/President determines it is necessary to rebut assertions of denial from an employee regarding prior notification of disciplinary matters.
- 24.11 Materials relating to any disciplinary action recommended, but not taken, or disciplinary actions overturned, shall not be retained in a member’s personnel file.



## **ARTICLE 25 – UNION PACKET AND DISTRIBUTION THEREOF**

- 25.1 Local 1021, S.E.I.U., shall supply an adequate number of "Union Packets," consisting of, but not limited to, the Union Contract, membership and dues deduction cards, (other pertinent Union information may be included by mutual agreement) to the appropriate administrative person.
- 25.2 The District shall distribute said Union Packets to all regular classified employees at the time of hire.
- 25.3 It shall be the responsibility of the Union to maintain an adequate supply of Union Packets to the District for compliance with this agreement.

## ARTICLE 26 – MISCELLANEOUS PROVISIONS

### 26.1 SAVINGS PROVISIONS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by laws, but all other provisions will continue in full force and effect; and the parties shall meet upon request within thirty (30) days of the invalidation to discuss the effect of the invalidation and negotiate a replacement clause.

### 26.2 CONCERTED ACTIVITY

It is understood and agreed that during the term of this contract, neither parties' officers, employees, agents, or members will directly or indirectly engage in, sanction, or support a concerted activity which would suspend, interfere with, or interrupt the normal work and operations of the District, including but not limited to strikes and lockouts.

26.2.1 Nothing contained herein shall prohibit layoffs in conformance with the provisions of the Education Code.

### 26.3 EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

**ARTICLE 27 – DURATION, REOPENERS, AND ITEMS FOR CONTINUING DISCUSSION**


- 27.1 The Union and the District agree that the term of this Agreement is from July 1, 2021 - June 30, 2024.
- 27.2 The Union SEIU/NVC-UCP and the Napa Valley Community College District agree to reopen negotiations related to Article 9.5.1 on medical benefits in the third year of the agreement.
- 27.3 Both the District and the Union may identify one language item for negotiation each year of the Agreement. By mutual agreement, the Union and the District may reopen other language items in the agreement as needed.

**For the Napa Valley College Union of Classified Professionals/SEIU**


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 Katherine Rhyno, Negotiations Team Member  
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 Duane Almeida, Negotiations Team Member  
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 Karen Smith, Negotiations Team Member  
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 Kaden Kratzer, Education Team Field Director  
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 Nely Obligacion, Deputy Director  
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 David Canham, Executive Director  
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**For the Napa Valley Community College District**

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 Ronald Kraft, Ph.D., Superintendent/President  
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**NAPA VALLEY COMMUNITY COLLEGE DISTRICT  
CLASSIFIED CLASSIFICATIONS AND RANGES  
FISCAL YEAR 2021-2022**

<b>Classification</b>	<b>Range</b>	<b>Classification</b>	<b>Range</b>
Academic Affairs Specialist	15	Groundskeeper	6
Accompanist	12	Health Services Assistant	6
Accountant	16	Instructional Support Assistant	7
Accounting Assistant	3	Instructional Support Specialist	13
Accounting Technician	13	Job Placement Specialist	15
Administrative Assistant	11	Lead Custodian	7
Admissions & Records Analyst	20	Lead Groundskeeper	17
Admissions & Records Assistant	4	Lead Instructional Support Specialist	15
Admissions & Records Officer	17	Learning Resources Assistant	11
Admissions & Records Specialist	13	Learning Resources Technician	12
Admissions & Records Technician	8	Machine Tool Shop Technician	21
Alternative Media Specialist	21	Mail and Facilities Assistant	3
Applications Support Analyst	30	Network Administrator	31
Athletic Trainer	22	Network Specialist	22
Audio/Visual Assistant	11	Office Assistant	4
Audio/Visual Specialist	22	PE & Athletic Equipment Attendant	10
Audio/Visual Technician	15	Police Officer	27
Building Mechanic (Electrician, HVAC, Painter, Plumbing & Irrigation)	22	Police Sergeant	31
Building Specialist	6	Reprographic Specialist	18
Business Office Assistant	3	Reprographic Technician	12
Campus Service Officer	6	Research Analyst	25
Chief Accountant	24	Scheduling Specialist	15
Counseling Services Assistant	4	Senior Accountant	22
Counseling Services Specialist	13	Senior Administrative Assistant	15
Counseling Services Technician	8	Senior Building Mechanic/Project Coordinat	30
Curriculum Analyst	25	Senior Technology Specialist	26
Custodian	3	Student Affairs Specialist	15
Digital Design and Graphics Technician	15	Technology Specialist	22
Digital Marketing and Communications Specialist	15	Technology Technician	15
Dispatcher and Records Coordinator	23	Testing & Tutoring Center Assistant	4
Distance Education Specialist	14	Testing & Tutoring Center Specialist	15
DSPS Specialist	15	Testing & Tutoring Center Technician	8
Financial Aid Officer	21	Theater Technician	18
Financial Aid Specialist	16	Veterans Services Specialist	15
Financial Aid Technician	12	Warehouse Technician	12
Financial Aid/EOPS Programs Analyst	25	Web Applications Analyst	30
Foster and Kinship Care Specialist	15	Welding Shop Technician	21
		Winery Lab Technician	15

**NAPA VALLEY COMMUNITY COLLEGE DISTRICT**  
**CLASSIFIED MONTHLY SALARY SCHEDULE**  
**FISCAL YEAR 2021 - 2022**

STEP →	A	B	C	D	E	F*	G*	H	Hrly Rate
RANGE ↓	Step A								
1	3,036	3,187	3,347	3,513	3,689	3,875	4,068	4,271	17.52
2	3,105	3,260	3,425	3,595	3,775	3,963	4,161	4,368	17.91
3	3,174	3,333	3,500	3,675	3,859	4,051	4,254	4,467	18.31
4	3,246	3,408	3,579	3,758	3,945	4,142	4,349	4,567	18.73
5	3,320	3,485	3,659	3,843	4,034	4,236	4,448	4,671	19.15
6	3,394	3,564	3,743	3,929	4,127	4,333	4,549	4,777	19.58
7	3,469	3,643	3,824	4,015	4,217	4,428	4,650	4,883	20.01
8	3,547	3,724	3,911	4,107	4,313	4,528	4,754	4,992	20.46
9	3,629	3,810	4,000	4,201	4,411	4,631	4,862	5,105	20.94
10	3,710	3,895	4,090	4,294	4,508	4,734	4,970	5,219	21.40
11	3,793	3,983	4,182	4,391	4,610	4,841	5,082	5,336	21.88
12	3,879	4,073	4,276	4,491	4,715	4,951	5,199	5,458	22.38
13	3,966	4,163	4,370	4,590	4,819	5,061	5,313	5,580	22.88
14	4,055	4,257	4,470	4,694	4,930	5,176	5,434	5,706	23.39
15	4,145	4,353	4,571	4,799	5,040	5,292	5,557	5,834	23.91
16	4,239	4,451	4,674	4,907	5,153	5,411	5,682	5,965	24.46
17	4,335	4,551	4,779	5,018	5,270	5,533	5,810	6,101	25.01
18	4,432	4,654	4,887	5,131	5,388	5,657	5,939	6,238	25.57
19	4,532	4,758	4,996	5,246	5,508	5,783	6,073	6,377	26.15
20	4,634	4,865	5,108	5,364	5,633	5,914	6,209	6,520	26.74
21	4,739	4,975	5,224	5,486	5,760	6,048	6,351	6,670	27.34
22	4,845	5,087	5,341	5,609	5,888	6,183	6,493	6,817	27.95
23	4,955	5,202	5,461	5,735	6,022	6,321	6,637	6,969	28.59
24	5,066	5,319	5,585	5,864	6,157	6,466	6,789	7,129	29.23
25	5,179	5,437	5,710	5,995	6,294	6,609	6,939	7,286	29.88
26	5,296	5,561	5,840	6,132	6,438	6,759	7,098	7,453	30.55
27	5,415	5,686	5,970	6,269	6,582	6,912	7,256	7,618	31.24
28	5,537	5,815	6,105	6,411	6,730	7,067	7,421	7,792	31.94
29	5,662	5,946	6,243	6,556	6,884	7,227	7,589	7,968	32.67
30	5,790	6,079	6,384	6,703	7,038	7,389	7,759	8,147	33.40
31	5,920	6,215	6,526	6,853	7,197	7,557	7,933	8,330	34.15
32	6,053	6,355	6,674	7,006	7,357	7,724	8,111	8,518	34.92
33	6,188	6,498	6,822	7,164	7,522	7,898	8,293	8,707	35.70

\* 3 years of service at this step will advance to next step. Longevity shall still apply.

Longevity 1 (L1) = additional 5% per month longevity after 10 years of unbroken regular service with Napa Valley College.

Longevity 2 (L2) = additional 5% per month longevity after 15 years of unbroken regular service with Napa Valley College.

Hourly rate based on 173.33 average hours/month.

Health & Welfare Benefit Cap (12/01/2020)

Single	\$813.64
2-Party	\$813.64
Family	\$813.64

07/23/21





**STAFF DEVELOPMENT REQUEST  
CLASSIFIED EMPLOYEE**

Employee Name: \_\_\_\_\_

Job Title: \_\_\_\_\_ Department: \_\_\_\_\_

**I. COURSE ENROLLMENT**

Per Article 19 of the District/NVC-UCP Agreement, I am requesting approval to attend a course or activity under the following area(s):

- A. Paid release time for course enrollment or fitness activity (Article 19.2)
  - attach proposed schedule
  - only need signature of direct supervisor
  
- B. Course Enrollment (Article 19.3.1)
  - Reduced pay
    - if approved, Personnel Action Form (PAF) required
  - Adjusted work schedule
    - attach proposed schedule
    - District/NVC-UCP MOU may be required
  
- C. Release time for required course to upgrade skills (Article 19.3.2) (provide justification below)  
If the course is for "C" above, explain which job requirements or technological changes have occurred in your position that require you to take this course to successfully perform the job functions:

Course/Fitness Activity: \_\_\_\_\_

Semester:  Fall  Summer  Spring Dates: \_\_\_\_\_

Course/Fitness Activity Days and Times: \_\_\_\_\_

**II. CROSS-TRAINING**

Per Article 19 of the District/NVC-UCP Agreement, I am requesting approval to cross-train in another department area or unit.

- A. Cross-Training in a classified position (provide explanation below)

- B. Cross-Training in a faculty position (follow *Guidelines and Instructions #8* below)

Classified Employee Staff Development Request  
Page 2

I understand that I should not register for the course or start the activity until a copy of this form showing approval is received.

\_\_\_\_\_  
Employee Signature Date

Approved

Denied \_\_\_\_\_  
Supervisor Date

Reason,  
If Denied: \_\_\_\_\_

Approved

Denied \_\_\_\_\_  
Dean, if applicable (required for I.B, I.C., II.A, and II.B) Date

Reason,  
If Denied: \_\_\_\_\_

Approved

Denied \_\_\_\_\_  
Assistant Superintendent/Vice President, if applicable  
(required for I.B, I.C., II.A, and II.B) Date

Reason,  
If Denied: \_\_\_\_\_

Approved

Denied \_\_\_\_\_  
Associate Vice President, Human Resources,  
Training & Development Date

Reason,  
If Denied: \_\_\_\_\_

Distribution: Employee / Supervisor / NVC-UCP President

OHR – 07/2020

**MEMORANDUM OF UNDERSTANDING  
Article 8 - Evaluation of Employees**

This Memorandum of Understanding is an agreement between the Napa Valley Community College District hereinafter "District", and the Napa Valley College Union of Classified Professionals/SEIU, Local 1021, hereinafter "Union." The District and the Union agree to the following terms:

- 1.0 Article 8 of the 2021-2024 classified collective bargaining agreement will be revised as reflected below:

**ARTICLE 8 – EVALUATION OF EMPLOYEES**

Employees shall be evaluated at least once per year until they reach the F step on the salary schedule. Employees on the F step or higher shall be evaluated on a three-year rotation. Employees serving a probationary period shall be evaluated at three months and again before the six-month probationary period ends. Nothing in this article shall be construed to limit in any way the District's right to initiate an evaluation outside of the regularly scheduled evaluation process.

- 8.1 Evaluations shall be based on direct observation, knowledge of the evaluator, and other reliable information.
- 8.2 The evaluator shall have at least three (3) months of direct observation to evaluate an employee.

When a performance evaluation is due and the evaluator does not have at least three (3) months of direct observation, the employee will be evaluated after three (3) months of direct observation for feedback purposes only. The employee will be evaluated again after six (6) months of direct observation.

In the event that the employee is due for a salary advancement, the salary advancement will be delayed.

- 8.2.1 If the overall performance in the three (3) month evaluation meets or exceeds expectations, the employee's salary shall be advanced retroactively and there shall be no change in the employee's salary date.
- 8.2.2 If the overall performance in the three (3) month evaluation needs improvement, an employee's salary increase will be delayed until the six (6) month evaluation. If the overall performance of the six (6) month evaluation meets or exceeds expectations, the employee's salary shall be advanced retroactively and there shall be no change in the employee's salary date. A six (6) month "needs improvement" evaluation shall be consistent with Articles 8.8 through 8.10.

Provisions of Article 8.2 do not apply to probationary employees.

- 8.3 No classified employee may evaluate another classified employee.
- 8.4 Review and discussion of performance evaluations shall take place during duty hours.
- 8.5 All employees have the right to Union representation when performance evaluations are discussed.

10/04/2021



**MEMORANDUM OF UNDERSTANDING**

**Article 8 – Evaluation of Employees**

Page 2

- 8.6 After the discussion with the evaluator, the employee must sign the evaluation, but the signature will not necessarily mean the employee agrees with the evaluation.
- 8.7 The evaluation shall be placed in the personnel file after discussion between the evaluator and the employee. The discussion shall include strengths, weaknesses, and recommendations for improvement as appropriate. The evaluation shall be placed in the personnel file after the employee has had ten (10) working days to attach written comments to the evaluation, if desired.
- 8.8 If any deficiency in performance is serious in nature or is of a pattern sufficient to cause an overall performance evaluation of “needs improvement,” the evaluator shall notify the evaluatee in writing of such fact within fifteen (15) working days of either the serious incident or the most recent occurrence of an element of the pattern. The evaluator shall make specific written recommendations for improvement and shall endeavor to assist in improving the evaluatee's performance.
- 8.9 If an employee is given a "needs improvement" evaluation, the formal evaluation summary shall contain all of the following:
  - 8.9.1 The manner in which the employee is not meeting District standards;
  - 8.9.2 What must be done to correct the deficiencies outlined;
  - 8.9.3 Specific recommendations/plans for improvement and how improvement will be measured; and
  - 8.9.4 A specified time period in which the employee must show improvement in the areas specified in the recommendations/plans for improvement.
- 8.10 All employees, including probationary employees, may appeal the content of a “needs improvement” rating on the Classified Performance Assessment and Development Plan through the following procedures.
  - 8.10.1 Request an appeal within ten (10) working days of the performance appraisal. The employee's request should be sent to the supervisor's supervisor with a copy of the request to the supervisor and the Office of Human Resources, Training and Development.
  - 8.10.2 The person receiving the request will schedule a meeting with both parties within ten (10) working days of receiving the request.
  - 8.10.3 The person receiving the request will render a written decision to the employee within two weeks, with a copy to the supervisor and the Office of Human Resources, Training and Development. If the decision results in a change in the evaluation recorded on the form, a new form will be completed and the previous form will be destroyed.

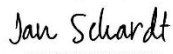
10/04/2021

**MEMORANDUM OF UNDERSTANDING**  
**Article 8 – Evaluation of Employees**  
**Page 3**

2.0 This agreement will be incorporated into the successor agreement.

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Dixie Larson, President  
Napa Valley College Union of Classified Professionals/SEIU

10/4/2021 | 3:41 PM PDT  
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Date

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Jan Schardt, Assisting Field Representative  
SEIU Local 1021

10/4/2021 | 3:35 PM PDT  
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Date

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Charo Albarrán, Associate Vice President  
Human Resources, Training & Development

10/6/2021 | 9:48 AM PDT  
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Date

10/04/2021

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