



**NAPA VALLEY COMMUNITY  
COLLEGE DISTRICT  
AND  
NAPA VALLEY COLLEGE  
FACULTY ASSOCIATION/CTA/NEA**

**AGREEMENT**

**2009-2012**

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## **ARTICLE 1 - RECOGNITION**

- 1.1 The Board of Trustees of the Napa Valley Community College District, hereinafter referred to as "District," recognizes Napa Valley College Faculty Association/CTA/NEA, hereinafter referred to as "Association," as the exclusive representative for:
- Regular (tenured) and Contract (tenure-track) Faculty
  - Part-time, hourly credit instructors who are paid on payslip by the Office of Human Resources, who are currently teaching, and who have taught three of the last five semesters at Napa Valley College

## **ARTICLE 2 - ASSOCIATION RIGHTS**

- 2.1 The Association shall have access to faculty offices and other non-teaching areas on the campus where faculty congregate, subject to reasonable regulation by the District. The Association may use institutional facilities for meetings concerned with Association business covered by the Rodda Act, subject to the reasonable rules of the District. Association activities will not interfere with the District's operation, classes, or employees' work activity.
- 2.2 The Association shall have access to faculty mailboxes.
- 2.3 The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent/President subject to the following conditions: a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by an authorized Association officer; b) a copy of such postings or distributions must be delivered to the Superintendent/President or designee at the same time as posting or distribution; and c) the Association will not post or distribute information which is defamatory of the District or its personnel.
- 2.4 One designated representative of the Association may be released from duty when representing a grievant for attending a grievance conference with management scheduled during duty time.
- 2.5 The District will provide bulletin board space for Association posting at each District site (e.g., main campus) where unit members regularly work. The District will not be required to provide bulletin boards on non-District property.
- 2.6 The District will release three regular/contract unit members from duty for the purpose of negotiating and representing the Association when the negotiating session is scheduled on duty time. The Association shall inform the District at the beginning of each semester which employees are to be released from non-student contact duties to attend off-campus meetings necessary for negotiations or grievance processing.
- 2.7 The District shall provide three (3) hours (one class) per semester paid release time for the Association President and three (3) hours (one class) per semester paid release time for the Association Vice President.
- 2.8 The District shall provide up to twenty-five (25) additional release days for regular/contract unit members for Association business. These shall be assigned as approved by the Association President or designee. The Association shall give the District five (5) working days prior written notification of the faculty member(s) and release day(s).

## **ARTICLE 3 - DISTRICT RIGHTS**

3.1 During the term of this Agreement the District and Association expressly waive and relinquish their right to meet and negotiate; and they agree that they will not be obligated to negotiate on any matters whether contained in the contract or not contained in the contract. The parties agree that no matters subject to meet and negotiation will be presented or negotiated except by mutual agreement.

### **3.2 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; insure the rights and educational opportunities of students; determine staffing patterns; 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 take action on any matter in the event of emergency. In addition, 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.

3.2.1 Emergencies -- Nothing herein shall be construed to limit the authority of management 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 Article shall be construed to include a fiscal emergency.

### **3.3 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 law, but all other provisions will continue in full force and effect.

### **3.4 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.

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

### **3.5 EFFECT OF AGREEMENT**

3.5.1 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.

- 3.5.2 Preambles are included for various Articles when appropriate. These Preambles are included as philosophical statements regarding the spirit in which management and faculty will approach areas of potential conflict. These Preambles are not meant to supersede any articles or provisions approved in the body of the contract.

## **ARTICLE 4 - NONDISCRIMINATION**

- 4.1 The Board of Trustees shall not directly or indirectly discriminate against any unit member or prospective unit member with respect to employment on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical and mental disability, medical condition, marital status, sex or gender, sexual orientation, age, status as a veteran, political affiliation, or membership or activity in the Association or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics. The Board shall not directly or indirectly discriminate against any full-time or part-time unit member or prospective unit member with respect to hours, wages, terms or conditions of employment, or application of the provisions of the District/Faculty Association Agreement or Board policies.

## **ARTICLE 5 - ACADEMIC CALENDAR**

- 5.1 The 2009-2010 academic calendar will contain 172 instructional days and 3 instructional excellence days for a 175-day work year. The 2009-2010 academic calendar is detailed in Appendix F. Instructional holidays are subject to change by Chancellor's Office directive.
- 5.2 The 2010-2011 academic calendar will contain 172 instructional days and 3 instructional excellence days for a 175-day work year. The 2010-2011 calendar is detailed in Appendix G. Instructional holidays are subject to change by Chancellor's Office directive.
- 5.3 The 2011-2012 academic calendar will contain 172 instructional days and 3 instructional excellence days for a 175-day work year. Instructional holidays are subject to change by Chancellor's Office directive. The 2011-2012 academic calendar dates will be negotiated.
- 5.4 For the purpose of determining faculty load, the Association and District agree that any days between the last day of the eight-week summer session and the first day of the fall semester, the last day of the fall semester and the first day of the spring semester, the last day of the spring semester and the first day of summer session, and any days designated as spring recess as outlined by the academic calendar shall be deemed intersession. Faculty hours completed during intersessions shall not be included in computing the service required as a prerequisite to attainment of, or eligibility for classification as a regular employee of the district (reference Education Code Sections 87474, 87601, & 87661).

## ARTICLE 6 - REGULAR/CONTRACT FACULTY HOURS OF EMPLOYMENT/INSTRUCTIONAL LOAD

### 6.1 WORK YEAR

6.1.1 The academic work year shall be 175 days.

6.1.1.1 Faculty members with extra workdays beyond the regular faculty work year are listed below. The scheduling of additional days will be determined by the faculty member in consultation with the immediate supervisor. The final schedule of working days will be approved by the Vice President, Student Services or Vice President, Instruction by May 15 of the preceding academic year.

POSITION	ADDITIONAL DAYS
Career Center Coordinator	28 days
Counselor	23 days
Diagnostic Learning Services Instructor	20 days
Health Occupations Skills Lab Instructor	10 days
Respiratory Therapy Instructor	30 days
Writing Center Coordinator	10 days

6.1.1.2 The administration will encourage assignments, including evening and off-campus assignments, on a voluntary basis. When no volunteers are available, the assignment shall be rotated among qualified staff. Mileage reimbursement shall be allowed as designated under Article 8.11 of the agreement.

### 6.2 HOURS OF EMPLOYMENT -- REGULAR/CONTRACT FACULTY

Except as otherwise set forth in this Agreement, hours of employment shall be as follows:

6.2.1 All assigned teaching hours to a maximum of twenty hours per week.

6.2.2 Five office hours per week to be scheduled with the approval of the Vice President, Instruction.

6.2.3 An average of five hours per week of other professional assignments and responsibilities including committee meetings, class preparation, and nonclassroom responsibilities. Committee work is a required responsibility of faculty.

### 6.3 ANNUAL LOAD BY DIVISION/ASSIGNMENT

6.3.1 All classes in the Business and Computer Studies, Criminal Justice Training, Fine and Performing Arts (beginning Fall 2010 Fine and Performing Arts becomes Arts and Humanities), Health Occupations (excluding the HEOC Skills Lab Instructor), Language and Developmental Studies, Physical Education and Athletics, Social Sciences, and Technical Divisions will have the following load factors.

1.0 Load Factor:	Lecture Classes
0.83 Load Factor:	Lecture/Lab Combination Classes
0.75 Load Factor:	Lab Classes

6.3.2 The Science, Mathematics and Engineering division's classes will have the following load factors:

1.0 Load Factor:	Lecture Classes and All Science Classes
0.83 Load Factor:	Mathematics and Engineering Lecture/Lab Combination Classes
0.75 Load Factor:	Mathematics and Engineering Lab Classes

6.3.3 A full-time instructional load for classes based on the 1.0/.83/.75 load factors will be 15 hours per week. (Classes that are cross referenced will be weighted similarly in all divisions based on the 1.0/.83/.75 load factors.)

6.3.4 The Counseling Division, Librarian, and HEOC Skills Lab Instructor loads are not affected by the above load formula. The hours of employment for counselors shall be to a maximum of 35 hours per week. Counselors will be available to students on a scheduled and drop-in basis for 24-25 hours per week. The remaining hours up to 35 hours per week will be used for office hours, professional assignments and responsibilities, including committee meetings and counseling session preparation. Counselors' schedules will be determined by the counselors in consultation with the immediate supervisor. Final schedules must be approved by the Vice President, Student Services.

6.3.4.1 Counselors who work beyond 35 assigned hours per week may apply for extra-pay compensation provided they receive prior approval of the immediate supervisor and the Vice President, Student Services. Counselors who choose to work outside their agreed work year will receive compensation at the part-time academic hourly rate.

6.3.5 A full-time librarian load is 35 hours per week.

6.3.6 The load for a full-time Health Occupations Skills Lab Instructor shall be 35 hours per week. The duties are listed in an MOU signed by the Faculty Association.

6.3.7 Instructional load will be based on what an individual instructor is actually teaching, whether it is lecture, lecture/lab, and/or lab courses.

6.3.8 The following load designations will be applied to instructors as outlined in Article 6.3.1:

- Lecture classes are weighted at 1.0 for 15 hours per week.
- Lecture/lab classes are weighted at .83 for 18 hours per week.
- Lab classes are weighted at .75 for 20 hours per week.

The percentages for lecture/lab and lab classes are equal to eighteen- and twenty-hour loads, respectively, and were determined as follows:

Lecture:	15 hours/week x 36 weeks = 540 hours	100%	=	540 hours
Lecture/Lab:	18 hours/week x 36 weeks = 648 hours	83% of 648	=	540 hours
Lab:	20 hours/week x 36 weeks = 720 hours	75% of 720	=	540 hours

- 6.3.9 An instructor's load obligation is calculated per class so that value is given for each class whether it is lecture, lecture/lab, or lab. The hours are compared to a 15-hour load and adjusted by  $\forall$ one hour for each instructor's load. (Refer to Article 6.3.11 for additional information.)
- 6.3.10 When reassigned time is calculated for scheduling purposes, it will be based on the standard 15-hour lecture load equaling a 100 percent load. Reassigned time is considered part of the instructor's load, not as overload. The actual hourly requirement for the reassignment is based on the faculty member's total hours of employment pursuant to Article 6.2.
- 6.3.11 **Load Adjustment**  $\forall$  The District and Association agree to use  $\forall$ one hour as an adjustment range. This means that, if an instructor's semester load is under or overloaded by .99, the instructor's load would be considered to meet the 15-hour obligation and would have no under or overload. If an instructor's semester load exceeded 15.99 equivalent hours, that instructor would receive an overload.

If the instructor's semester load were less than 14.01 hours, the instructor would be considered under load. Balancing load within the academic year is the primary way to meet load requirements. If an overload is used to balance a load, then those classes will be calculated at the standard 15-hour lecture load as described above.

- 6.3.12 **Overload Assignments**  $\forall$  If the overload is an extra class not related to the load balancing, then the actual hours or partial hour of the overload will be paid based on the faculty member's placement on the part-time faculty salary schedule.

#### 6.4 CLASS ASSIGNMENTS -- REGULAR/CONTRACT FACULTY

Regular/Contract faculty may be assigned into the day and evening programs as part of a faculty member's workload. Such assignments shall be based on the following guidelines:

- 6.4.1 Faculty shall first be assigned to day classes; however, in order to complete a full load, it may be necessary for a faculty member to be assigned to a combination of day and evening classes.
- 6.4.2 Classes starting at or after 4:30 p.m. will be viewed as evening classes.
- 6.4.3 The administration shall encourage evening assignments on a voluntary basis. When no volunteers are available, the assignment shall be rotated among all qualified staff. Rotation shall be on an equitable basis (for example, by lot or by seniority with the least senior assigned first). Division chairs, with the approval of the Vice President, Instruction, may replace themselves in the rotation with part-time hourly faculty.
- 6.4.4 In disciplines where only one faculty member is qualified to teach, it may be necessary for that faculty member to teach a combination of day and evening classes on a regular basis.
- 6.4.5 Regular/Contract faculty shall be given preference over hourly instructors in assignment to classes the former are qualified to teach. (Qualification is based upon having taught the class during the past two years and holding the regular community college instructor's credential in the discipline or meeting the minimum qualifications or the equivalent for the service area.)
- 6.4.6 Regular/Contract faculty will be notified of fall semester assignments no later than June 15.
- 6.4.7 It is the responsibility of all faculty members to fulfill semester assignments. If, however, a faculty member is unable to complete all or part of his/her semester assignment because of severe personal necessity, such as illness, overload assignments may be substituted for regular load with prior written approval of the Vice President, Instruction.

## 6.5 GUIDELINES FOR ASSIGNING INSTRUCTIONAL LOAD

This section establishes a set of norms for the assignment of instructor load. As a small institution, the college is bound to encounter situations which require special attention. The District and Association agree to the following items which are not subject to grievance:

- 6.5.1 The Association and District agree that faculty will be available to be scheduled for their hours of employment (teaching, committee work, other professional responsibilities) on every day of the faculty work year (175 teaching days).
- 6.5.2 A full-time instructor assigned to teach in both day and evening may complete a full-time assignment in four days per week. In this case, the instructor will still hold five office hours per week and perform all other duties normally considered to be part of a faculty member's assignment.
- 6.5.3 Whenever possible, the nine-hour rule (assignments shall be scheduled within a nine-hour workday) will be adhered to. When the nine-hour rule is not possible, the Division Chair will state, in writing, the necessity of the assignment.
  - 6.5.3.1 Whenever possible, faculty will have a twelve-hour period between the end of one day's assignment and the beginning of the next. When the twelve-hour break is not possible, the Division Chair will state, in writing, the necessity of the assignment.
- 6.5.4 While the general practice of teaching three consecutive lecture class sections is not encouraged, faculty may be permitted to do so when demands of the instructional program and student needs are met.
- 6.5.5 Because the College's prime intent is to offer and provide a credit program which is responsive to student needs, in certain cases the division chairs and educational deans may approve class sections having less than the desired minimum. Exceptions may be made in the following cases:

The course is:

- a. A program requirement.
- b. An advanced class in a series.
- c. Needed for recertification, relicensure, or accreditation.
- d. Being offered for the first time.
- e. The only one offered in a particular subject area.
- f. A single section course which must be offered several times to build enrollment.

Each exception must also be reviewed for expected attrition to ensure that students will continue for the duration of the class. However, exceptions will be made only in consultation with the division chairs and educational deans and with the approval of the Vice President, Instruction.

## 6.6 ASSIGNMENT FOLLOWING CLASS CANCELLATION

Regular/Contract faculty who have a class or classes canceled may be reassigned to another class or classes, subject to the following procedures:

- 6.6.1 Following cancellation of a class, a faculty member may elect to have his or her annual load balanced by picking up an additional (equivalent) class the following semester. However, the faculty member may "owe" the District no more than one (1) class.

- 6.6.2 If possible, the faculty member will be assigned another section of a course he or she is currently teaching.
- 6.6.3 Unless waived, a Regular/contract faculty member shall be assigned to a course he or she has taught in the past two years. The instructor may waive this requirement.
- 6.6.4 Regular/Contract faculty who experience class cancellations shall be reassigned to new classes within two weeks of the beginning of the semester.
- 6.6.5 Regular/Contract faculty may be reassigned to semester-length or less-than-semester-length classes.
- 6.6.6 Regular/Contract faculty may not replace a part-time hourly instructor once a class has met.
- 6.6.7 Except for extra-pay classes, all evening assignments shall be counted as "turns" in evening rotation.

## 6.7 DISTANCE EDUCATION INSTRUCTION

- 6.7.1 Distance education is defined as instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology. A distance education course/section or session is defined as the use of technology utilized fifty-one percent (51%) or more of the time to deliver instruction during the course term and where the student and instructor are separated by distance. The delivery of instruction in the distance education modality can include the use of one or a number of technologies. As an example, an instructor can use the Internet, email video, and class lecture to deliver instruction (hybrid course). However, if the use of the combined mediated technology is fifty percent or less, or the student and instructor are not separated by distance, the course/section/session is considered a classroom-based traditional course/section/session. (Ref: California Community College Chancellor's Office, Distance Education Guidelines; 55205-Definitions and Applications.)
- 6.7.2 Distance education courses will be weighted the same as the equivalent traditionally offered class.
- 6.7.3 Class enrollment will be capped at the same level as the traditionally taught equivalent course. Enrollment caps may be adjusted upon mutual agreement between the Vice President of Instruction, the Division Chair/Dean, and the faculty member, taking into consideration the discipline and the method of instruction.
- 6.7.4 The District may cover the costs related to training of participants through staff development funds or other sources.
- 6.7.5 The District will provide technical support for the class and the instructor.
- 6.7.6 The number of online office hours for full-time faculty members shall be proportional to the percentage of distance education courses taught as part of load. Part-time faculty members who teach any of the courses identified in Article 13.6 in a distance education format may offer the approved office hour(s) online.
- 6.7.7 Ownership of course materials developed for distance education are treated the same as materials developed for a course taught through traditional means.
- 6.7.8 Any online course and materials developed through an individual contract are the property of Napa Valley College.

## **ARTICLE 7 - REGULAR/CONTRACT FACULTY REASSIGNMENT POLICY**

- 7.1 Reassignment is defined as a substantive change in the nature of a regular/contract unit member's duties and/or a significant change in the unit member's work location.
- 7.1.1 A reassignment shall not be made in an arbitrary, capricious, or discriminatory manner, nor for the purpose of punishing or imposing discipline upon a unit member.
- 7.1.2 Whenever possible, voluntary and involuntary reassignments shall be made on the basis of seniority.
- 7.2 **VOLUNTARY REASSIGNMENT**
- 7.2.1 The District Human Resources Office will maintain a registry of unit members who wish to be directly notified of faculty position vacancies as they occur.
- 7.2.1.1 Unit members who file their names with the registry will receive copies of vacancy announcements.
- 7.3 **INVOLUNTARY TRANSFERS**
- 7.3.1 Involuntary transfers shall be made when required by the District.
- 7.3.2 Prior to making a decision to involuntarily reassign any unit members, the District shall notify the Association and all affected unit members and offer to meet and discuss the proposed reassignment action.
- 7.3.3 Wherever possible, affected employees shall be given one semester's notice in advance before any reassignment occurs.
- 7.3.4 If requested, written reasons will be provided for any reassignment.

## **ARTICLE 8 - REGULAR/CONTRACT FACULTY SALARIES**

- 8.1 **REGULAR/CONTRACT FACULTY SALARY SCHEDULE**
- 8.1.1 See Appendix A for the 2009-2010 Academic Regular/Contract Salary Schedule.
- 8.2 **SALARY SCHEDULE STEP STATUS REPORT**
- By February 1 of each academic year, the District shall provide each unit member with an annual statement of Academic Salary Schedule step, as well as salary advancement information on what is required to advance to the next step.
- 8.3 **SALARY SCHEDULE ADVANCEMENT**
- 8.3.1 Initial salary placement will be made in accordance with Initial Salary Guides, Administrative Regulations to NVC Board Policy 4510. A regular/contract unit member in paid status on Step 1, 2, 3, 4, 5, 7, 8, 9, 11, 12, or 13 of the Regular/Contract Faculty Salary Schedule will advance one step on the said schedule on his/her anniversary date.

- 8.3.2 A regular/contract unit member must successfully complete a salary advancement project at salary steps 6, 10, and 14 in order to advance to Steps 7, 11 and 15 respectively. Regular/contract faculty whose initial salary placement is Step 6 or Step 10 do not need to complete a salary project during their first year of employment to advance to Steps 7 or 11.
- 8.3.3 Salary advancement proposals and projects shall be submitted to and approved by the Vice President, Instruction, pursuant to revised Board Policy 4510 and corresponding administrative regulations revised February 2004.
- 8.3.4 Board Policy 4510 contains its own appeal procedure, and as such, is excluded from the grievance article contained in this Agreement.

#### **8.4 LONGEVITY INCREMENTS**

- 8.4.1 Those unit members eligible for Longevity Increment 1 shall include:
- 1) faculty with either ten (10) years of service with the District at the top step of the academic salary schedule or with twenty (20) years of service with the District; or
  - 2) former administrators whose administrative salary was equal to or greater than the top step of the academic salary schedule for at least ten (10) years; or
  - 3) a combination of items 1 and 2 above.
- 8.4.2 Those unit members eligible for Longevity Increment 2 shall include:
- 1) faculty with fourteen (14) years of full-time service at the top of the salary schedule or with twenty-four (24) years of service with the District; or
  - 2) former administrators whose administrative salary was equal to or greater than the top step of the faculty salary schedule for at least fourteen (14) years or with twenty-four (24) years of service with the District; or
  - 3) a combination of items 1 and 2 above.

#### **8.5 DIVISION CHAIR COMPENSATION**

- 8.5.1 At the discretion of the Vice President, Instruction, each Division Chair shall receive either a stipend of Five Thousand Dollars (\$5,000.00) per year or be provided fifty percent (50%) reassigned time from the regular academic assignment to perform the duties specified for a Division Chair plus an annual stipend equal to ten percent (10%) of Step 10 of the Academic Regular/Contract Faculty Salary Schedule.
- 8.5.2 Division chairs and the District shall consult to determine level of secretarial support necessary to complete the assignment.

#### **8.6 INDEPENDENT STUDY COMPENSATION**

The rate of pay for teaching independent study will be Twelve Dollars (\$12.00) per unit, per student, per semester.

#### **8.7 HEAD COACH COMPENSATION**

Head coaches of the following sports are to be paid six and one-half percent (6.5%) of step 1 of the Regular/Contract Faculty Salary Schedule: Baseball, Men's Basketball, Women's Basketball, Men's Golf, Women's Golf, Men's Soccer, Women's Soccer (beginning spring 2011), Softball, and Women's Volleyball. Part-time, hourly coaches, including regular/contract faculty coaching as an overload, receive the coaching stipend during the semester that corresponds with the season of the sport. Regular/Contract faculty coaching as part of the regular assignment receive their coaching stipend over the entire academic year.

**8.8 EXTRA-PAY ASSIGNMENTS**

Pay for extra days addressed in this Article is calculated by dividing the number of days in the regular academic year as outlined in Article 5, Academic Calendar, into the faculty member's current step of the Regular/Contract Faculty Academic Salary Schedule to create a per diem or daily rate. The per diem or daily rate is then multiplied by the number of additional days, which equates to the extra pay compensation.

The following positions will be compensated for extra days as outlined below.

<b>POSITION</b>	<b># of Additional Days</b>
Career Center Coordinator	28 days
Counselor	23 days*
Diagnostic Learning Services Instructor	20 days
Health Occupations Skills Lab Instructor	10 days
Respiratory Therapy Instructor	30 days
Writing Center Coordinator	10 days

**8.9 PROGRAM COORDINATORS**

8.9.1 The occupational programs with designated program coordinators are as follows:

- Accounting
- Administration of Justice
- Business and Commerce & Management and Business
- Child and Family Studies
- Computer Studies
- Digital Design and Graphics Technology
- Electronics Technology
- Human Services
- Machine Tool Technology
- Office Administration
- Photography Technology
- Psychiatric Technician
- Respiratory Care
- Telecommunications
- Viticulture and Winery Technology
- Vocational Nursing
- Welding Technology

8.9.2 The list of program areas will be reviewed on an annual basis by the Office of Instruction and the Association board. Necessary adjustments to the approved list can be implemented by agreement of the two sides. Formal adoption of the changes can then occur through the regular negotiations process.

**8.9.3 PROGRAM COORDINATOR COMPENSATION**

The program coordinators designated in 8.9.1 are to be paid a stipend equal to 6.3% of step 1 of the Regular/Contract Faculty Salary Schedule.

## 8.10 JOB BLOCKS DEFINITION, PROCESS, AND COMPENSATION

- 8.10.1 A job block is defined as unit work with a special focus, usually administrative in nature. It is work assigned by the District in addition to the primary assignment of the unit member. A job block is not intended to include duties referenced in Article 6 (instructional hours, committee work and other professional obligations). Such professional obligations may often include activities and time spent beyond the hours outlined in Article 6 and yet are still considered part of the primary professional assignment.
- 8.10.2 Occasionally, a job block will be non-unit work. When such a job block request is agreed to, the request will be submitted into the normal budget process by the Faculty/District Negotiations Team, in addition to any submission by budget center managers. The request will be supported by the Association team and the District as a priority in the budget process.

### JOB BLOCK REVIEW TASK FORCE

- 8.10.3 The Job Block Review Task Force shall consist of two (2) persons appointed by the Association and two (2) persons appointed by the District.
- 8.10.3.1 The functions of the task force shall be to meet whenever necessary during the year to discuss new or modified job blocks submitted by the District and to consider any job block requests submitted by unit members according to the procedures outlined below. A copy of the task force recommendations shall be sent to the Association and the District.
- 8.10.3.2 In considering both District-initiated requests and unit-member requests, the task force shall utilize the process and criteria established during the Program Coordinator and Job Block Study, 1996. A copy of this study will be available in the Office of Human Resources and from the Association.
- 8.10.3.3 A unit member may submit a request for a new job block to the Office of Instruction by February 1 of each academic year.
- 8.10.3.4 After reviewing of all requests and conducting appropriate interviews, the task force will make recommendations to the Faculty Association/District Negotiations Team no later than March 15 of each year.
- 8.10.3.5 Existing job blocks will be reviewed on an as-needed basis. The purpose of the review will be to determine if the duties need to be expanded or modified. Either the District or the involved unit member can request a review of an existing job block by submitting the request to the task force via the Office of Instruction with copies going to the Faculty Association Executive Board, the Office of Human Resources, and the unit member's supervisor. The request must be submitted by October 1 to be effective for the spring semester and by February 1 to be effective for July 1 of the next fiscal year.
- 8.10.4 Subject to Board of Trustees and Faculty Association approval, the effective date of any recommended job block shall be July 1 of each year. A current list of job block assignments will be maintained in the Office of Human Resources and the Office of Instruction.

8.10.4.1 If agreement by the negotiations team is not reached on the existence of a proposed job block by the beginning of fall semester, the duties beyond the unit member's professional assignment as referenced in Article 6 shall not be assigned to the unit member. If the Association and the District cannot reach agreement on an appropriate compensation level for a proposed up-graded job block, the job block, as assigned, shall be compensated and performed at its former level.

8.10.5 The District can eliminate a job block without review by notifying the Faculty Association and the holder of the job block of their intention to do so by February 1. The elimination would become effective at the beginning of the next academic year. When a job block is eliminated, the work can no longer be assigned to a unit member.

8.10.6 **JOB BLOCK I COMPENSATION**

The Level 1 job block compensation will be a stipend equal to 3.8% of step 1 of the Regular/Contract Faculty Salary Schedule.

8.10.7 **JOB BLOCK II COMPENSATION**

Faculty performing a Job Block II will receive reassigned time or stipend, not both, at discretion of Vice President, Instruction. A faculty member performing a Level II job block will receive reassigned time equal to three (3) hours per instructional week or a stipend equal to three (3) hours per instructional week on the part-time salary schedule. For the fall 2009 semester, the Job Block II stipend will be equal to three (3) hours per instructional week at Step 1 of Schedule 1 (Instructional Hours). Beginning with the spring 2010 semester, the Job Block II stipend will be equal to three (3) hours per instructional week at the faculty member's step on the Part-Time, Hourly Credit Salary Schedule, Schedule 1 (Instructional/Counseling Hours).

8.11 **WORK-RELATED MILEAGE ALLOWANCE**

The District shall inform all qualified unit members of District policies and procedures in regard to mileage reimbursement. Mileage reimbursement shall be paid at the maximum IRS-allowed rate, under the following circumstances:

8.11.1 When a unit member is assigned to only one work site in the District on a given day, no mileage will be paid. Such travel is personal commuting expense.

8.11.2 When a unit member is assigned to more than one work site in the District on a given day, the unit member may claim mileage reimbursement based on the total miles traveled for work purposes, minus the round trip miles from the unit member's home to his/her usual work site as defined by the District.

8.11.3 When a unit member is assigned to a work site outside the District on a given day, the unit member may claim mileage reimbursement based on the total miles traveled for work purposes, minus the round trip miles from the unit member's home to his/her usual work site as defined by the District.

## 8.12 DEFERRED PAYROLL

A bargaining unit member who takes personal unpaid leave for one semester or more shall be placed on deferred payroll when the member returns to work. If a unit member returns from leave during the fiscal year, the remaining salary due the unit member shall be prorated to cover July. The definition of deferred payroll is salary paid in twelve equal installments with the first payment payable the last working day of August and the twelfth payment payable the last working day of July. New members of the bargaining unit shall be placed on deferred payroll. If requested, a bargaining unit member's salary may be paid in ten equal payments from the last working day in August to the last working day in May.

## 8.13 STRS EMPLOYER "PICK-UP"

The District agrees to implement the provisions of Section 414 (h) (2) of the Internal Revenue Code by making contributions to the State Teachers Retirement System on behalf of its employees who are members of the State Teachers Retirement System.

# ARTICLE 9 - REGULAR/CONTRACT FACULTY HEALTH AND WELFARE BENEFITS

## 9.1 REGULAR/CONTRACT FACULTY BASIC MEDICAL, DENTAL AND VISION BENEFITS

9.1.1 Effective December 1, 2008, the District's single, two-party, and family health and welfare benefit contributions shall be increased by \$37.63. The new allotments are as follows:

- Single \$508.30 per month
- Two party \$602.02 per month
- Family \$706.72 per month

9.1.2 Effective December 1, 2009, the District's single health and welfare benefit contribution for regular/contract faculty shall be increased by \$24.26. The single allotment below reflects this increase:

- Single \$532.56 per month
- Two party \$602.02 per month
- Family \$706.72 per month

9.1.3 Effective December 1, 2010, the District's single health and welfare benefit contribution for regular/contract faculty shall be increased by \$36.43. The single allotment below reflects this increase:

- Single \$568.99 per month
- Two party \$602.02 per month
- Family \$706.72 per month

9.1.4 The District will cover the single, two-party, or family premium for regular/contract unit members' Delta Dental Basic Plan (see Appendix D) and Vision Service Basic Plan (see Appendix E).

9.1.5 Regular/contract unit members will have the option of purchasing additional dental and vision benefits through "buy-up plans." Buy-up plans are outlined in Appendices D and E.

## 9.2 GROUP DISABILITY INSURANCE

The District shall provide group disability insurance for regular/contract faculty, as provided for in Standard Insurance Company, Group Disability Insurance, Policy Number 50300-L.

### 9.3 TERM LIFE INSURANCE COVERAGE

The District shall provide \$50,000 term group life insurance for regular/contract faculty.

### 9.4 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The District shall provide an employee assistance program for regular/contract faculty and part-time, hourly unit members.

### 9.5 RETIREE MEDICAL BENEFITS

- 9.5.1 Government Code 22895 provides that employer contributions for postretirement health coverage may be subject to credit years of service that the employee worked with the contracting agency and pursuant to an MOU regarding postretirement health coverage mutually agreed upon through collective bargaining.

All regular/contract faculty covered by the District/Faculty Agreement and hired on or after November 1, 2005, must have a minimum fifteen credit years of service as a regular employee of Napa Valley College to be eligible for the CalPERS retiree medical benefit program. Each eligible member must also meet all other CalPERS or CalSTRS retirement requirements to be eligible for the retiree medical benefit.

- 9.5.2 In any year, if two (2) percent of the non-categorical General Fund income for the District is insufficient to offset the total retirement medical expenditure for that year, the District and retired employees will share equally in funding the deficit. This agreement shall apply to currently employed unit members who retire subsequent to July 1, 1991.

- 9.5.3 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.

## ARTICLE 10 - PAYROLL DEDUCTIONS

- 10.1 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

## ARTICLE 11 - REGULAR/CONTRACT FACULTY LEAVE PROVISIONS

### **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 a 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.***

- 11.1 The benefits which are expressly provided by this Article are the sole benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implied, into this Agreement, nor are such other benefits subject to the grievance procedure, Article 23.

11.2 For purposes of Article 11, Leave Provisions, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse or registered domestic partner of the unit member, and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member or any relative living in the immediate household of the unit member unless otherwise specifically defined in this Article.

11.3 For purposes of Article 11 any reference to employee or unit member refers to Contract/Regular Faculty.

#### 11.4 **PERSONAL ILLNESS AND INJURY LEAVE**

11.4.1 Full-time regular/contract unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Full-time unit members who work an eleven (11) or twelve (12) month year as part of their regular schedule shall be entitled to eleven (11) or twelve (12) days of leave respectively. For purposes of accrual and use of sick leave one (1) day is equal to six (6) hours. Less-than-full-time contract/regular faculty will have their accrual for personal illness or injury prorated.

11.4.2 A unit member who is absent for a full day, shall have a full day deducted from his/her accumulated leave and a unit member who works for only a portion of his/her scheduled work day shall have one-half day deducted from his/her accumulated leave.

11.4.3 Any absence due to illness or injury which exceeds five (5) days duration shall be supported by a written statement of a licensed health care practitioner indicating the reason and length of disability. Absences of a shorter duration shall also be supported by a medical verification acceptable to the District if so requested.

11.4.4 Whenever possible, a unit member must contact his/her immediate supervisor as soon as the need to be absent is known, but in no event less than one-half hour prior to the start of the first work assignment, except in case of emergency. Failure to provide adequate notice without reasonable cause shall be grounds for denial of leave with pay.

11.4.5 If the unit member fails to notify the Office of Instruction or the Student Services Office by 3:00 p.m. of the preceding workday of his/her intent to return to work after an absence, and if such failure results in a substitute being secured, then the unit member shall not be allowed to return to work for the day in question.

11.4.6 Sick leave may be used for medical appointments. Whenever possible, the unit member will submit leave slips in advance to notify the supervisor of prescheduled appointments.

11.4.7 In case of planned long-term medical absence, leave slips and medical verification should be submitted in advance.

11.4.8 If a unit member does not utilize the full amount of leave as authorized in Article 11.4.1 in any school year, the amount not utilized shall accumulate from year to year.

- 11.4.9 **KIN CARE:** Kin Care Leave applies to absences due to medical appointments for and/or an illness of a child, parent, spouse, or registered domestic partner of the unit member. Unit members may use a maximum of five (5) days of personal illness or injury leave per academic year for this purpose. The reason for this absence must be stated on the absence form. Any Kin Care 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. Less-than-full-time regular/contract faculty will have their sick leave entitlement for kin care prorated.

Eligible unit members are also entitled to 12 weeks of unpaid leave based on the state and federal Family and Medical Leave Acts. It is the district's intent that unpaid family care and medical leave run concurrently with any paid leave to which the unit member is entitled.

- 11.4.10 **DIFFERENCE PAY** B When a unit member is absent on account of illness or accident for a period of five (5) months or less, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided the provisions of Article 11.4.3 are met. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee to fill the position during the leave, or, if no substitute is employed, the amount deducted from the faculty member's salary shall be an amount equal to the number of student contact hours multiplied by Step 1 of the Part-time Hourly Credit Salary Schedule. The five (5) month period shall begin on the tenth (10th) day of absence due to illness or injury.

## 11.5 **PERSONAL NECESSITY LEAVE**

At the regular/contract unit member's election, leave accumulated under 11.4.1 of this article (Personal Illness and Injury Leave) may be used for purposes of personal necessity, provided that use of such personal necessity does not exceed six (6) days in any academic year. (Education Code 87784)

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

- 11.5.1.1 Death of a member of the unit member's immediate family when additional leave is required beyond that provided by Bereavement Leave.
- 11.5.1.2 Accident involving the unit member's person or property, or the person or property of a member of his/her 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 which are allowed at the discretion of the governing board or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or 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 unit member's immediate household. The unit member may be required to submit a statement from a doctor confirming the need for the unit member's presence.

11.5.1.5.2 Illness of the unit member's immediate family when additional leave is needed beyond that allowed by Kin Care. (See Article 11.2 for definition of immediate family.)

11.5.2 Before the utilization of personal necessity leave, a unit member 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 unit member shall make every effort to comply with District procedures for notification. Under all circumstances, unit members shall verify in writing that the personal necessity leave was used only for a purpose set forth in 11.5.1. 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. Unit members will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

## 11.6 PREGNANCY LEAVE

11.6.1 PREGNANCY DISABILITY LEAVE – Regular/Contract unit members are entitled to use accumulated sick leave as set forth in Articles 11.4.1 and 11.4.8, and non-accumulated sick leave as set forth in Article 11.4.10 for disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom on the same terms and conditions applied to leaves of absence for other temporary disabilities. The length of such disability leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.

11.6.2 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.

11.6.3 The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

## 11.7 LEAVE WITHOUT PAY FOR CHILDBEARING PREPARATION AND CHILD REARING

11.7.1 Leave without pay or other benefits may be granted to regular/contract unit members for preparation for childbearing and for child rearing.

11.7.2 The unit member shall request such leave as soon as possible, but under no circumstances less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

11.7.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent/President when considering the scheduling and replacement problems of the District.

- 11.7.4 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.
- 11.7.5 Once the unit member has been granted leave without pay for child bearing preparation and child rearing, the unit member is not entitled to use any accrued sick leave or other paid leave for the duration of the unpaid leave, whether or not the illness or disability is related to a pregnancy, miscarriage, child birth, or recovery therefrom.
- 11.7.6 There shall not be a diminution of employment status for childbearing or child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force purposes, nor shall the time taken on parental leave count toward credit for probationary faculty in earning tenure status.
- 11.7.7 If a unit member is on leave for childbearing or child rearing, and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as possible.
- 11.7.8 A unit member 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.

#### **11.8 DISABILITY LEAVE**

- 11.8.1 Article 9.2 provides that the District will cover the premium for group disability insurance for employees. This is a benefit provided by the District.
- 11.8.2 While receiving group disability benefits, employees must be on approved paid or unpaid leave per Articles 11.4, 11.6, 11.7, and 11.9-11.12 of this agreement in order to remain an employee of the District.
- 11.8.3 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.

#### **11.9 INDUSTRIAL ACCIDENT LEAVE**

- 11.9.1 Employees will be entitled to industrial accident and illness leave in accordance with Education Code Section 87787 for accident or illness arising out of or in the course of his/her duties for the District when such illness or accident has qualified for workers' compensation under the provision of the State Compensation Insurance Fund.
- 11.9.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
- 11.9.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

- 11.9.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the Self-Funded Workers' Compensation Insurance Fund which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness.

If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.

## 11.10 CATASTROPHIC LEAVE

Consistent with California Education Code section 87045, the District established a catastrophic leave bank to support regular/contract unit members who have exhausted all forms of paid leave to which they are entitled and, if eligible, district-paid group disability insurance and are faced with a catastrophic illness or injury (as defined in Education Code Section 87045). The purposes for which the bank is established are:

- a) to provide financial support to unit members in times of personal need;
- b) to retain unit members who might otherwise be forced to resign from their jobs;
- c) to provide unit members with the ability to assist their co-workers; and
- d) to build a sense of college "community" among staff.

- 11.10.1 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time or that incapacitates a member of the unit member's immediate family (as defined in Article 11.2). Such incapacity would require the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all forms of paid leave to which he or she is entitled and, if eligible, district-paid group salary protection.
- 11.10.2 Whenever it is feasible, and when ADA guidelines are applicable, the District will work with the unit member to identify alternative work arrangements that will enable him/her to continue working. If mutually agreeable arrangements cannot be made, the unit member may request catastrophic leave.
- 11.10.3 Any regular/contract District unit member may donate to the bank. The catastrophic leave bank includes contributions from all regular employee groups: classified, administrative/confidential, and regular/contract faculty. Unit member contributions to the bank will be made on a voluntary basis, and donations are irrevocable.
- 11.10.4 Administrative/confidential and classified donors must have a balance of accrued sick leave of at least 80 hours and regular/contract faculty must have a balance of accrued sick leave of at least 60 hours in order to contribute to the bank.
- 11.10.5 Any full-time regular/contract unit member may, upon written notice to the District, donate accrued sick leave at a minimum of six hours and in hourly increments thereafter. Donations for less-than-full-time unit members shall be prorated based on their current FTE. There is no limit to the leave time that can be donated to the bank.
- 11.10.6 In addition to an annual, anonymous leave donation drive, periodic requests for leave donations may be made during the year if the bank balance goes below 480 hours.
- 11.10.7 All hours donated whether vacation or sick leave will be converted to sick leave.

- 11.10.8 The use of catastrophic leave is limited to classified and administrative/confidential employees who have donated the minimum of eight hours to the bank and contract/regular faculty who have donated the minimum of six hours to the bank.
- 11.10.9 Eligible donated leave credits may be transferred to a regular classified or administrative/confidential employee or regular/contract faculty member from the leave pool if all of the following requirements are met.
  - a. The unit member who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be transferred and submits verification of catastrophic illness provided by a licensed physician and/or licensed nurse practitioner to Human Resources.
  - b. The unit member has exhausted all paid leave to which they are entitled, (including sick leave, vacation time, and compensatory time) and, if eligible, district-paid group disability insurance.
  - c. The District (Dean, Human Resources or Superintendent/President's designee) determines that the unit member is unable to work due to the unit member's or his/her family member's catastrophic illness or injury.
- 11.10.10 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.
- 11.10.11 For purposes of PERS and STRS service credit and length of service, catastrophic leave will be considered time worked.
- 11.10.12 The maximum amount of time for which donated leave may be used is 66 working days in a three-year period. Any use of leave by less-than-full-time unit members shall be prorated based on the unit member's regular position FTE. There is no minimum amount of time.
- 11.10.13 The unit member continues to accrue leave (sick leave) during this Catastrophic Leave. Unit members 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 unit member's district health and welfare benefits at the same level the unit member was receiving prior to going on leave.
- 11.10.14 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, sick leave transferred under such arrangements shall not be considered wages for the unit member 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 donee/recipient.
- 11.10.15 All recipients and donors will remain anonymous, except for those District officers and employees who have a business need to know.
- 11.10.16 The District has no responsibility to provide catastrophic leave.

**11.11 ADDITIONAL LEAVE FOR EXTENDED ACCIDENT OR ILLNESS**

A regular/contract faculty member who has exhausted all entitlement to sick or other available paid leave, and who is absent because of accident or illness, may be granted an unpaid leave of absence for six (6) months. In such cases, the faculty member must submit a request for an unpaid leave to the vice-president of his/her area. This request will indicate the date that the faculty member anticipates returning to his/her assignment. If the vice-president and president support the request, it will be forwarded to the Board of Trustees for final approval.

## **11.12 PERSONAL BUSINESS LEAVE**

- 11.12.1 Regular/Contract unit members shall be entitled to one day per semester Personal Business Leave, not charged to Personal Illness and Injury Leave. The unit member shall reimburse the District for the actual cost of a substitute. The unit member must give the District five (5) working days' notice.
- 11.12.2 During the term of this Agreement, unit members may request to use the two personal business days to which they are entitled during the same semester in unusual and exceptional cases of personal need. All other language regarding the use of personal business days (11.12.1) shall still apply. Accordingly, prior approval shall be obtained from the immediate supervisor and the Vice President, Instruction or the Vice President, Student Services. Also, under no circumstances shall such leave be available for purposes of personal convenience or 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. Under no circumstances shall a unit member be allowed to use more than a total of two personal business days during any given academic year.

## **11.13 BEREAVEMENT LEAVE**

- 11.13.1 A regular/contract unit member shall be entitled to a maximum of three (3) days paid leave of absence, or five (5) days paid leave of absence if travel in excess of three hundred (300) miles one way is required, without loss of salary, on account of the death of any member of his/her immediate family. (See Article 11.2 for definition of immediate family.)
- 11.13.2 A unit member shall be entitled to up to one (1) day of bereavement leave to attend the funeral of a close relative or in-law.

## **11.14 JUDICIAL LEAVE**

- 11.14.1 Regular/contract unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. If possible, the unit member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave or appearance as a witness.
- 11.14.2 The unit member, while serving jury duty, will receive regular earnings from the District and must endorse to the District any stipend received for jury service.
- If the unit member fails to endorse to the District any stipend received for jury service, the District shall deduct from the unit member's salary warrant the amount of such stipend actually paid to and retained by the unit member.

## **11.15 SABBATICAL LEAVE**

- 11.15.1 Unit members whom the District considers to be regular academic unit members shall be eligible for sabbatical leave upon completion of seven (7) years of continuous service.
- 11.15.1.1 A one-semester sabbatical will be paid at one hundred percent (100%) of the salary and benefits as specified in Articles 8 and 9, subject to the seven-year load average proration as defined in Article 11.15.2.

- 11.15.1.2 A one-year sabbatical will be paid at sixty percent (60%) of salary, subject to the seven-year load average proration as defined in Article 11.15.2. Benefits for a one-year sabbatical will be treated as follows: medical, dental, vision, life and unit member assistance benefits will be paid at the level prescribed by the agreement for a full-time unit member, subject to modification based on 11.15.2. All salary related benefits, including but not limited to STRS, PERS, Social Security, Medicare, Worker's Compensation, and Unemployment, will be applied to the amount of the salary actually paid during sabbatical.
- 11.15.2 For faculty members who worked less than full-time any portion of the seven years immediately prior to the sabbatical leave, compensation and benefits would be prorated based on the average load for the seven year period.
- 11.15.3 A unit member must agree in writing to return to the District for the equivalent of two full years at the load for which the sabbatical leave was calculated, as outlined in Article 11.15.1.
- 11.15.4 A sabbatical leave may be granted to pursue a course of study, to conduct research relative to the applicant's field, or to engage in any specific activity which, in the judgment of the Academic Senate Professional Development Committee, will enable him/her to improve the quality of his/her work, or to make a significant contribution to the science of his/her field. The District recognizes the importance of sabbaticals for the purpose of professional growth for faculty members. Sabbaticals are evaluated based on the degree to which the project enhances the faculty member's professional abilities and benefits the institution.
- 11.15.5 A unit member desiring sabbatical leave must make a written application for such leave to the Academic Senate Professional Development Committee. In his/her application, the unit member shall state his/her term of service in the District; his/her program for the period of the sabbatical, and his/her willingness to return to the District. The Academic Senate Professional Development Committee shall make recommendations regarding the disposition of all applications to the Executive Committee of the Academic Senate, which then takes the recommendations to the full Senate.
- 11.15.5.1 Once recommendations are confirmed by the full Senate, they are forwarded to the Vice President of Instruction, who presents the proposals to the Superintendent/President for evaluation. The Superintendent/President will review the sabbatical proposals to determine which, if any, shall be forwarded to the Board of Trustees for final approval. In making this determination, the Superintendent/ President will take into consideration the educational and financial impacts on the District, as well as the extent to which the sabbatical proposals meet the criteria set forth by the Academic Senate Professional Development Committee. The Superintendent/ President shall forward recommendations for sabbatical approval to the Board of Trustees for the first regular meeting in February of the academic year preceding the desired leave.
- 11.15.6 A unit member returning from sabbatical leave shall file a report with the Office of Instruction no later than the sixth week of the term. A copy of this report shall also be submitted to the Office of Human Resources for inclusion in the unit member's personnel file. This report shall outline his or her activities on leave, state the outcome of any research, and include a copy of the transcript of credits earned from courses, if any, were taken during the period of leave. The faculty member may be required to make an oral presentation to the Board of Trustees.

- 11.15.7 A year sabbatical leave shall be counted as a year of service on the salary schedule, and no break in service shall be imputed to occur as a result of taking sabbatical leave.
- 11.15.8 The number of sabbatical leaves approved per year, if any, shall be determined by the District.
- 11.15.9 The District will not support any expenses related to the sabbatical project that are incurred by the faculty member.

**11.16 DISASTER SERVICES VOLUNTEER LEAVE**

- 11.16.1 A regular/contract faculty member who is certified as a disaster services volunteer by the American Red Cross may be granted leave from work with pay for up to an aggregate of 15 work days, consecutively or non-consecutively, in any 12-month period. The purpose of such leave is to participate in specialized disaster relief services of the American Red Cross in connection with any disaster as defined in 11.16.2, upon the request of the American Red Cross for such unit member's services and upon the approval of the District.
- 11.16.2 Disaster is defined as any disaster designated at Level III or higher in the American National Red Cross Regulations and Procedures, including both national and state disasters.
- 11.16.3 A unit member granted leave under this article shall be compensated at the unit member's regular rate of pay of those regular work hours during which the unit member is absent from work, but shall not receive overtime pay, shift differential pay, hazardous duty pay, or any other form of pay or compensation in addition to the unit member's regular pay.
- 11.16.4 A regular/contract faculty member granted leave under this article will not lose any seniority or accrued leave.
- 11.16.5 The District will not be liable for workers' compensation claims arising from accident or injury while the District unit member is on assignment as a certified disaster service volunteer for the American Red Cross. Duties performed while on disaster services leave shall not be considered to be a work assignment by the District.
- 11.16.6 In determining whether to grant leave to a unit member, the District may consider the needs of the American Red Cross for expertise in a particular certified area. The unit member's activities and job functions while on leave shall not be directed by the District, but shall be determined and controlled solely by the American Red Cross.
- 11.16.7 This leave does not apply to members of the National Guard or Reserves who are called up to assist with disaster services.
- 11.16.8 The leave provisions described in this article are intended to be consistent with the State Disaster Services Volunteer Leave Act.
- 11.16.9 Unit members are responsible for all costs associated with becoming a certified disaster volunteer.

## **ARTICLE 12 – REGULAR/CONTRACT FACULTY EVALUATIONS**

- 12.1 Napa Valley College utilizes a peer evaluation process to assess the effectiveness of faculty, including instructors, counselors, and librarians. The intent of this peer review process is to foster collegial collaboration in order to facilitate professional growth and development of all faculty.
- 12.2 Faculty members are evaluated on the following criteria: a) effectiveness in teaching, counseling, or library responsibilities; b) responsibility within the college community; c) professional development; and d) support of student success.
- 12.3 Effective Fall 2009, regular (tenured) faculty members are evaluated once every three years in accordance with the Regular (Tenured) Faculty Evaluation Guidelines, which were adopted by the Academic Senate on April 14, 2009.
- 12.4 Contract (tenure-track) faculty members are evaluated over a four-year period in accordance with the Contract (tenure-track) Faculty Evaluation Process dated January 24, 2006. At the conclusion of the contract evaluation process, a recommendation to grant or deny tenure will be made to support the best interests of Napa Valley College.
- 12.5 The District has the right to conduct an Administrative Performance Review that is independent of the peer evaluation process, as outlined in the evaluation guidelines. Nothing in this Article shall be construed to limit in any way the District's right to investigate allegations against unit members when authorized or required by law or to initiate discipline procedures as authorized by applicable provisions of Education Code.

## **ARTICLE 13 - PART-TIME, HOURLY UNIT MEMBER SALARIES**

### **13.1 PART-TIME HOURLY SALARY SCHEDULE**

- 13.1.1 See Appendix B for the 2009-2010 Part-Time, Hourly Credit Salary Schedule.
- 13.1.2 See Appendix C for the 2010-2011 Part-Time, Hourly Credit Salary Schedule. This salary schedule reflects a reduction of 6.5% effective summer 2010 in accordance with Article 13.1.3.5.
- 13.1.3 To continue the previous improvement made to the Part-Time Credit Faculty Salary Schedule with the use of categorical funds allocated for the improvement of part-time faculty compensation, this Article is effective through Spring Semester 2010.
  - 13.1.3.1 Part-Time, Hourly Credit Faculty Salary Schedule was previously improved at each step by seven percent (7%), except for office hours, as outlined in Schedule 1 (Appendix B). This increase is effective from Spring 2002 through Spring 2010.
  - 13.1.3.2 Effective Spring 2002, a separate Part-Time, Hourly Credit Faculty Salary Schedule was established for office hours, as outlined in Schedule 2 (Appendix B). Classes for which office hours are currently compensated are identified in Article 13.6. The step at which faculty are paid on Schedule 2 shall be the same as on Schedule 1.
  - 13.1.3.3 Part-time credit faculty will be compensated for attending a two-hour Part-Time Faculty Orientation during the Fall 2009 and Fall 2010 semesters. Part-time Credit Faculty shall be eligible for payment for up to three (3) hours for attending a flex day during the 2009-10 and 2010-2011 academic years. Payment for orientation and flex day shall be at the office hour rate.

13.1.3.4 Both parties agree that there is intent to maintain this salary schedule increase. Continuance of this increase is contingent on categorical funds for part-time compensation being allocated. If said funds are allocated, the salary schedule will be reviewed for further continuance and/or modification. If said funds are not allocated, both parties agree to re-open negotiations to review options for maintaining some level of the salary increase. If these negotiations are not successful, the salary schedule will revert to the Fall 2001 schedule, increased by previously agreed-upon COLAs.

13.1.3.5 As a result of a significant decrease in the allocation of categorical funds for part-time faculty compensation during the 2009-2010 academic year, the part-time, credit faculty salary schedule was reduced by 6.5% effective summer 2010. This reduction reflects a reversion to the Fall 2001 schedule, increased by previously agreed-upon COLA's, as cited in Article 13.1.3.4. The revised salary schedule for 2010-2011 appears in Appendix C.

**13.2 REGULAR/CONTRACT FACULTY PLACEMENT AND ADVANCEMENT ON PART-TIME, HOURLY SALARY SCHEDULE**

13.2.1 Regular/Contract faculty shall be placed and advanced as follows on the Part-Time, Hourly Credit Salary Schedule.

<u>Regular/Contract Faculty Contract Status</u>	<u>Step on Part-Time Schedule</u>
Contract 1	3
Contract 2	4
Contract 3 (1 <sup>st</sup> year)	5
Contract 3 (2 <sup>nd</sup> year)	6
Tenure Conferred	7

In the event that a newly hired regular/contract faculty member had been placed or advanced beyond Step 3 on the Part-time, Hourly Credit Salary Schedule, that faculty member would retain his/her placement on the schedule at the point of hire and would advance one step for each year completed as a tenure-track faculty member.

13.2.2 Both parties agree that if said categorical funds are discontinued, the existing Part-Time, Hourly Credit Salary Schedule will be reviewed for continuance and/or modification; however, the placement and advancement of contract/regular faculty members as described herein shall remain in effect.

**13.3 PART-TIME, HOURLY UNIT MEMBER SALARY SCHEDULE PLACEMENT**

13.3.1 New part-time, hourly faculty will be placed on the Part-time, Hourly Credit Salary Schedule based on previous college teaching or counseling experience. New instructors will be placed one step higher for every four semesters of college teaching with the equivalent of at least three (3) hours per instructional week per semester. New part-time, hourly counselors will be placed one step higher for every four semesters of college counseling with at least fifty-four (54) hours per semester. Maximum placement for new part-time, hourly faculty will be Step 3.

13.3.2 Part-time, hourly instructors who taught credit classes at Napa Valley College prior to Spring 1996 and have not taught at Napa Valley College from the Spring 1996 semester to the present semester will be considered new for the purposes of salary placement.

13.3.3 Effective Spring 2010, part-time faculty may request to have their salary placement reevaluated after an absence of six academic years or twelve semesters excluding summer sessions. The request must be made in writing and be accompanied by appropriate employment verification. If the part-time faculty member has accumulated enough teaching or counseling experience to be placed higher than the initial salary placement, the instructor will be placed at the higher step effective the first of the following month. Teaching or counseling experience at Napa Valley College will not be considered towards salary placement with the exception of Napa Valley College experience prior to Spring 1996 as noted in Article 13.3.2. Maximum placement on the salary schedule is Step 3. Once a faculty member is placed on the salary schedule, he/she must complete three qualifying semesters per Articles 13.4.1 and 13.4.2 in order to advance to the next salary step.

13.3.4 In the event a part-time, hourly credit instructor wishes to appeal the decision regarding his/her salary step placement pursuant to this Article, the appeal must be initiated within the first month of the semester of placement.

#### 13.4 **PART-TIME, HOURLY UNIT MEMBER SALARY SCHEDULE ADVANCEMENT**

13.4.1 Part-time, hourly instructors and counselors paid on contract or notice of assignment shall progress on the salary schedule after three semesters of part-time assignment at Napa Valley College with the equivalent of at least three (3) hours per instructional week per semester.

13.4.2 Part-time, hourly counselors and criminal justice training team members shall progress on the salary schedule after three semesters at Napa Valley College with at least fifty-four (54) hours per semester.

13.4.3 Accumulation of service for advancement on the Schedule initially began Spring 1996 semester. Once a part-time, hourly instructor has advanced a step on the Schedule, he/she must complete three additional semesters according to the above language in order to advance to the next step.

#### 13.5 **SUBSTITUTES**

Instructors substituting in credit classes shall be paid at their current step of the part-time hourly salary schedule.

#### 13.6 **OFFICE HOURS FOR PART-TIME INSTRUCTORS**

13.6.1 For the 2009-2010 academic year, part-time, hourly instructors of the following classes shall receive one hour per week per class for consulting with students: ENGL 85, 90, 101, 120, 121, 123, 125; ESL 110; and BUSI 105.

Beginning with the fall 2010 semester, part-time, hourly instructors of the following classes shall receive one hour per week per class for consulting with students: ENGL 85, 90, 91 (beginning fall 2010 ENGL 101 becomes ENGL 91), 120 and ESL 110,

13.6.2 As long as funding from Chancellor's Office continues for office hours, part-time, hourly instructors of the following classes shall receive one hour per week per class for consulting with students: MATH 55, 90, 94, 96, 97, 98 and 99. For the 2009-2010 academic year only, part-time faculty teaching LRNS 50 shall receive one hour per week per class for consulting with students.

13.6.3 The District and Association agree that office hours referenced in Articles 13.6.1 and 13.6.2 are scheduled outside of regular load calculations, as stipulated by current legislation, as long as that legislation remains in effect.

### 13.7 **WORK-RELATED MILEAGE ALLOWANCE**

The District shall inform all unit members who qualify of District policies and procedures in regard to mileage reimbursement. Mileage reimbursement shall be paid at the maximum IRS-allowed rate, under the following circumstances:

- 13.7.1 When a unit member is assigned to only one work site in the District on a given day, no mileage will be paid. Such travel is personal commuting expense.
- 13.7.2 When a unit member is assigned to more than one work site in the District on a given day, the unit member may claim mileage reimbursement based on the total miles traveled for work purposes, minus the round trip miles from the unit member's home to his/her usual work site as defined by the District.
- 13.7.3 When a unit member is assigned to a work site outside the District on a given day, the unit member may claim mileage reimbursement based on the total miles traveled for work purposes, minus the round trip miles from the unit member's home to his/her usual work site as defined by the District.

### 13.8 **HEAD COACH COMPENSATION**

Head coaches of the following sports are to be paid six and one-half percent (6.5%) of step 1 of the Regular/Contract Faculty Salary Schedule: Baseball, Men's Basketball, Women's Basketball, Men's Golf, Women's Golf, Men's Soccer, Women's Soccer (beginning spring 2011), Softball, and Women's Volleyball. Part-time, hourly coaches, including regular/contract faculty coaching as an overload, receive the coaching stipend during the semester that corresponds with the season of the sport.

### 13.9 **STRS EMPLOYER "PICK-UP"**

The District agrees to implement the provisions of Section 414 (h) (2) of the Internal Revenue Code by making contributions to the State Teachers Retirement System on behalf of its employees who are members of the State Teachers Retirement System.

### 13.10 **FULL-TIME EQUIVALENT AGREEMENT FOR PART-TIME INSTRUCTORS FOR THE PURPOSE OF CALCULATING STRS SERVICE CREDIT**

For the purpose of calculating STRS service credit, full-time equivalent (FTE) is defined as the number of days or hours of creditable service a person employed on a part-time basis would be required to perform in a school year if employed full time in that part-time position.

As required by Chapter 375, Statutes of 202 (Assembly Bill 2982) and Education Code Section 22138.5C) (5), the District and Association agree that for the purposes of calculating and reporting STRS service credit, the minimum number of hours of creditable service for instructional load and office hours that equal full-time for part-time instructors are as follows: 540 instructional hours and 180 office hours per academic year for a total of 720 hours. This agreement addresses instructional load and office hours only.

### 13.11 **DEFINITION AND PROCEDURES FOR ACHIEVING PARITY WITH FULL-TIME FACULTY**

- 13.11.1 The purpose of this article is to comply with the Policy Statement on Part-Time Faculty Compensation adopted by the Board of Governors on September 10, 2001; and conditions for receiving Part-Time Faculty Compensation funds appropriated in the 2001 Budget Act and future appropriations.

- 13.11.2 The Association and District have developed the following definitions and procedures for achieving parity for comparable pay for part-time and full-time faculty for similar work.

The District and Association defined the duties and responsibilities of full-time faculty as follows: teaching, class preparation, assessment, office hours, and other professional responsibilities, including, but not limited to, committee assignments, departmental/division work, professional development, and community involvement.

For part-time parity, both parties agreed that seventy percent (70%) of a full-time load is devoted to teaching, class preparation, and assessment. An additional twelve and one-half percent (12.5%) of a full-time load is devoted to office hours.

**13.11.3 DEFINITION**

13.11.3.1 A part-time, hourly faculty member whose assignment does not include office hours would be compensated at a rate equal to seventy percent (70%) of a comparable full-time rate of pay, as determined by the District and Association.

13.11.3.2 A part-time, hourly faculty member whose assignment does include office hours would be compensated at a rate equal to eighty-two and one-half percent (82.5%) of a comparable full-time rate of pay, as determined by the District and Association.

**13.11.4 PROCEDURES**

13.11.4.1 The Part-time, Hourly Credit Faculty Salary Schedule has seven (7) steps; these seven steps will be compared to the steps four (4) through ten (10) of the Regular/Contract Faculty Salary Schedule that consists of sixteen (16) steps. This comparison is outlined below.

Part-Time Steps		Regular/Contract Steps
Step 1	→	Step 4
Step 2	→	Step 5
Step 3	Maximum Initial Placement	Step 6
Step 4	→	Step 7
Step 5	→	Step 8
Step 6	→	Step 9
Step 7	→	Step 10

If either of these schedules is revised, both parties will review the schedules in an effort to reach a comparable rate of pay and maintain parity.

13.11.4.2 Placement and progression on the Part-Time, Hourly Credit Faculty Salary Schedules will follow the agreement between the District and the Association.

**13.11.5 IMPLEMENTATION**

13.11.5.1 Both parties agree to review and refine this parity definition as other elements are identified.

- 13.11.5.2 As funds become available for part-time faculty compensation, both parties will meet and confer on appropriate steps to achieve parity.
- 13.11.5.3 The first step in closing the gap between part-time and full-time compensation is reflected in the Memorandum of Understanding dated March 21, 2002, that reflects a seven percent (7%) increase in the Part-Time, Hourly Credit Faculty Salary Schedule. The Part-Time, Hourly Credit Faculty Salary Schedule was subsequently reduced by 6.5% effective summer 2010 as a result of reductions to funds for part-time faculty compensation (see Appendix C).
- 13.11.5.4 The District will regularly monitor the Regular/Contract Salary Schedule and the Part-Time, Credit Hourly Faculty Salary Schedule to assess whether or not parity has been reached. Once parity is reached, the District and Association will meet and confer regarding salary schedule adjustments.

13.12 **PROFESSIONAL ANCILLARY ACTIVITIES FOR PART-TIME, HOURLY FACULTY**

- 13.12.1 Education Code Section 87482.5 provides that service in professional ancillary activities by person employed under this section, including, but not limited to, governance, staff development, grant writing, and advising student organizations, shall not be used for purposes of calculating eligibility for contract or regular status unless otherwise provided for in a collective bargaining agreement applicable to a person employed under this section.
- 13.12.2 The District and Association agree that non-classified, extra pay assignments given to part-time faculty which are not specifically teaching, counseling, or librarian assignments will be considered professional ancillary activities. These types of professional ancillary assignments include, but are not limited to:

**ANCILLARY TYPE**

**Advising Student Organization  
Conductor/Director  
Contract Education  
Curriculum and Course Development  
Governance  
Grant Writing, Implementation and Management  
Head Coaching  
Job Block I and II  
Program/Project Management  
Staff Development**

## **ARTICLE 14 - PART-TIME, HOURLY UNIT MEMBER HEALTH AND WELFARE BENEFITS**

### **14.1 PART-TIME HOURLY UNIT MEMBER BENEFITS**

14.1.1 District agrees that future percentage health and welfare benefit increases for part-time unit members will not be less than the percentage increase granted to regular/contract unit members.

The District and Association agree that the percent increase applied to the Part-time, Hourly Unit Member Benefit allotments will equal the average percent increase applied to the Contract/Regular single, two-party, and family benefit allotments.

14.1.2 The District and Association agree to the following health and welfare benefit allotments for part-time, hourly unit members, if and when a medical plan becomes available.

Effective December 1, 2008, the Part-time, Hourly Unit Member Medical Contribution will be increased by 6.76 percent. The new rates are as follows:

Three or four hours per week	\$ 50.90 per Month
Five, or six hours per week	\$ 84.85 per Month
Seven, eight, or nine hours per week	\$112.76 per Month
Ten or more hours per week	\$127.22 per Month

14.1.3 Effective December 1, 2009, the Part-time, Hourly Unit Member Medical Contribution will be increased by 1.59 percent. The new rates are as follows:

Three or four hours per week	\$ 51.71 per Month
Five, or six hours per week	\$ 86.20 per Month
Seven, eight, or nine hours per week	\$114.55 per Month
Ten or more hours per week	\$129.24 per Month

14.1.4 Effective December 1, 2010, the Part-time, Hourly Unit Member Medical Contribution will be increased by 2.28 percent. The new rates are as follows:

Three or four hours per week	\$ 52.89 per Month
Five, or six hours per week	\$ 88.17 per Month
Seven, eight, or nine hours per week	\$117.16 per Month
Ten or more hours per week	\$132.19 per Month

14.1.5 Benefits for part-time faculty employed during summer session shall be paid in accordance with this Article.

### **14.2 FRINGE BENEFIT ADJUSTMENT FOR CLASSIFIED EMPLOYEES WHO TEACH**

14.2.1 Regular classified employees who are employed less than full time are entitled to a prorated classified benefit allotment, as per Article 8.6 of the NVC-ACP/District Classified Agreement.

14.2.2 Part-time hourly credit instructors who are unit members, as defined by the District and Faculty Association Agreement, and who purchase medical benefits from the District are entitled to a health and welfare contribution, as per Article 14.1 of this Agreement.

14.2.3 The District, Faculty Association, and Classified Association agree that any classified employee who is less than full-time and who is also teaching as a part-time, hourly unit member in the credit program may combine the classified medical benefit allotment and the part-time, hourly unit member contribution to pay for health and welfare benefits.

14.2.4 The total amount provided cannot exceed the amount for a full-time allotment for a classified employee for similar coverage.

#### 14.3 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The District shall provide an employee assistance program for part-time, hourly unit members.

## ARTICLE 15 - PART-TIME, HOURLY UNIT MEMBER LEAVE PROVISIONS

### **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 a work-life@ balance for all employees. Further, these leave provisions must comply with Education Code and/or other state or federal regulations.*

- 15.1 The benefits which are expressly provided by this Article are the sole benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or impliedly, into this Agreement, nor are such other benefits subject to the grievance procedure, Article 23.
- 15.2 For purposes of Article 15, Leave Provisions, 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, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member or any relative living in the immediate household of the unit member unless otherwise specifically defined in this Article.
- #### 15.3 PERSONAL ILLNESS AND INJURY LEAVE
- 15.3.1 Part-time, hourly unit members shall be entitled to one hour of leave with full pay for every 17.5 hours of teaching, counseling, or librarian work for purposes of personal illness or injury.
- 15.3.2 Any absence due to illness or injury which exceeds five (5) days duration shall be supported by a written statement of a licensed health care practitioner indicating the reason and length of disability. Absences of a shorter duration shall also be supported by a medical verification acceptable to the District if so requested.
- 15.3.3 Whenever possible, a unit member must contact his/her immediate supervisor as soon as the need to be absent is known, but in no event less than one-half hour prior to the start of the first work assignment, except in case of emergency. Failure to provide adequate notice without reasonable cause shall be grounds for denial of leave with pay.
- 15.3.4 If the employee fails to notify the Office of Instruction or the Student Services Office by 3:00 p.m. of the preceding workday, of his/her intent to return to work, and if such failure results in a substitute being secured, then the employee shall not be allowed to return to work for the day in question.
- 15.3.5 If a unit member does not utilize the full amount of leave as authorized in Article 15.3.1 above in any school year, the amount not utilized shall accumulate from year to year.

- 15.3.6 Sick leave may be used for medical appointments. Whenever possible, the unit member will submit leave slips in advance to notify the supervisor of prescheduled appointments.
- 15.3.7 In case of planned long-term medical absence, leave slips and medical verification should be submitted in advance.
- 15.3.8 **KIN CARE:** A part-time, hourly unit member may use 6 hours of accumulated sick leave per semester to attend to an illness of a child, parent, spouse, or domestic partner of the employee, in addition to any personal necessity leave to which they are entitled, based on current faculty agreement language. Any Kin Care 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.
- 15.3.9 **DIFFERENCE PAY:** When a unit member is absent on account of illness or accident for a period of five (5) months or less, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided the provisions of Article 15.3.2 are met. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute using Step 1 of the Part-time, Hourly Credit Salary Schedule. The five (5) month period shall begin on the tenth (10th) day of absence due to illness or injury.

15.4 **PERSONAL NECESSITY LEAVE**

- 15.4.1 Leave which is credited under Article 15.3.1 may be used, at the unit member's election, for purposes of personal necessity, provided that use of such personal necessity does not exceed six (6) hours in any semester.
- 15.4.2 For purposes of this provision, personal necessity shall be limited to:
  - 15.4.2.1 Death of a member of the unit member's immediate family when additional leave is required beyond that provided by Bereavement Leave.
  - 15.4.2.2 Accident involving the unit member's person or property, or the person or property of a member of his/her immediate family.
  - 15.4.2.3 Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
  - 15.4.2.4 Other personal necessities which are allowed at the discretion of the governing board or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or 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. 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.
  - 15.4.2.5 The following qualify as allowable Personal Necessity Leave, pursuant to Article 15.4.2.4:
    - 15.4.2.5.1 Care for a member of the unit member's immediate household. The unit member may be required to submit a statement from a doctor confirming the need for the unit member's presence.
    - 15.4.2.5.2 Illness of the unit member's immediate family when additional leave is needed beyond that allowed by Kin Care. (See Article 15.2 for definition of immediate family.)

- 15.4.3 Before the utilization of personal necessity leave, a unit member must obtain prior written approval from the immediate supervisor, except for cases related to 15.4.2.1, 15.4.2.2, and 15.4.2.5.1 of this Article. Should circumstances outlined in 15.4.2.1, 15.4.2.2, and 15.4.2.5.1 arise, the unit member shall make every effort to comply with District procedures for notification. Under all circumstances, unit members shall verify in writing that the personal necessity leave was used only for the purpose set forth in 15.4.2. Unit members will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

## 15.5 PREGNANCY DISABILITY LEAVE

- 15.5.1 Unit members are entitled to use accumulated sick leave as set forth in Articles 15.3.1 and 15.3.5, and non-accumulated sick leave as set forth in Article 15.3.9 for disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom on the same terms and conditions applied to leaves of absence for other temporary disabilities. 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.
- 15.5.2 Unit members are entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom when accumulated sick leave and non-accumulated sick leave have been exhausted. The length of such disability leave without pay, including the date on which the leave shall commence, shall be determined by the employee and the employee's physician.
- 15.5.3 A unit member may charge doctor's appointments for pregnancy against accrued paid sick leave.
- 15.5.4 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.

## 15.6 INDUSTRIAL ACCIDENT LEAVE

- 15.6.1 Unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 87787 for personal injury which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.
- 15.6.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
- 15.6.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

- 15.6.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the Self-Funded Workers' Compensation Insurance Fund which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness.

If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.

#### 15.7 **BEREAVEMENT LEAVE**

- 15.7.1 A unit member shall be entitled to a maximum of three (3) scheduled workdays leave of absence or five (5) scheduled workdays leave of absence if travel in excess of three hundred (300) miles one way is required, without loss of salary, on account of the death of any member of his/her immediate family. (See Article 15.2 for definition of immediate family.)

- 15.7.2 A unit member shall be entitled to up to one (1) day of bereavement leave to attend the funeral of a close relative or in-law.

#### 15.8 **JUDICIAL LEAVE**

- 15.8.1 Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. If possible, the unit member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave or appearance as a witness.

- 15.8.2 The unit member, while serving jury duty, will receive regular earnings from the District and must endorse to the District any stipend received for jury service.

If the unit member fails to endorse to the District any stipend received for jury service, the District shall deduct from the unit member's salary warrant the amount of such stipend actually paid to and retained by the unit member.

## **ARTICLE 16 – PART-TIME, HOURLY UNIT MEMBER EVALUATIONS**

- 16.1 The primary purpose of the evaluation process is to improve instruction and provide part-time, hourly faculty members (hereinafter part-time faculty member) with the opportunity for professional growth and development. Involvement in the evaluation process is a crucial element of the teaching profession, and it should foster collegial relationships within the department/division. The process affords members an evaluative basis for letters of reference and may be considered as one factor in determining future employment as a part-time faculty member.
- 16.2 Evaluation of part-time faculty members is an administrative function of the Office of Instruction. Faculty members conducting evaluations do so as part of their administrative assignments as division chairs and coordinators.
- 16.3 Each part-time faculty member will be evaluated in at least one class during the first semester of employment and every three academic years thereafter, whether or not the part-time faculty member was continuously employed during those three years. If an evaluation indicates a need for improvement, another evaluation will be conducted during the same or subsequent semester by a different evaluator. During the intervening time, attempts will be made to assist the part-time faculty member in addressing areas suggested for improvement.

- 16.4 An evaluation will consist of both a classroom observation and student evaluations following procedures outlined in the Division Chair Handbook and the Part-time Faculty Handbook.
- 16.5 Nothing in this Article shall limit the authority of the District to release a part-time faculty member under the authority of Education Code 87665.

## **ARTICLE 17 - REGULAR/CONTRACT FACULTY SERVICE AREAS**

- 17.1 The purpose of faculty service areas is to provide an orderly, consistent approach to identifying a regular/contract faculty member's seniority bumping rights in the event of a reduction in force.
- 17.2 California Education Code Section 87743.1 defines Faculty Service Areas (FSA) as a "service or instructional subject area or group of related services or instructional service areas performed by faculty and established by a community college district."
- 17.3 The District and the Association hereby establish one faculty service area known as the Napa Valley Community College District. In the event of a reduction in force, a faculty member shall be eligible to provide any service in the FSA in which the faculty member has met both the minimum qualifications and the District competency standards described in Articles 17.4 and 17.5 below.
- 17.4 The minimum qualifications for providing any service in the FSA shall be one of the following:
- 17.4.1 Those established by the California Community College Board of Governors; or
  - 17.4.2 Equivalency adopted by the District; or
  - 17.4.3 Valid California credential authorizing the particular service at the community college level.
- 17.5 The competency standard for providing any service in the FSA shall be one of the following:
- 17.5.1 Minimum qualifications established by the California Community College Board of Governors;
    - 17.5.1.1 Individuals meeting minimum qualifications solely by virtue of one or more of the following credentials must also meet the requirements of 17.5.3.
      - General Junior College Diploma
      - General Secondary
      - Standard Designated Subjects
      - Standard Junior College Diploma
      - Standard Secondary
  - 17.5.2 Equivalency adopted by the District.
  - 17.5.3 Experience in the FSA providing the particular service at Napa Valley College for a minimum of twenty (20) percent of a full-time semester credit load or its equivalent in paid status, while under contract as a probationary or tenured academic employee of the District.

## **ARTICLE 18 - PERSONNEL FILES**

- 18.1 For each unit member, there shall be one personnel file which shall be located in the Office of Human Resources. Each unit member shall have full access to his/her file and may obtain copies of materials for cost of duplication. Also the College President and his/her designee, and the unit member's immediate supervisor shall have full access to personnel files. Representatives of the Association shall have access to said file with the unit member's written authorization. The information and contents of a unit member's personnel file may not be released to anyone else without the unit member's express prior written consent.
- 18.2 Reviewable material shall not include confidential ratings, reports, or records obtained by a College search committee formed in accordance with College Policy to review applicants for vacancies.
- 18.3 Information of a derogatory nature, except material mentioned in Article 18.2 above, shall not be entered or filed in the unit member's personnel file until the unit member is given written notice of such material. A unit member shall have the right to review and to have attached his/her comments relative to the contents of his/her respective personnel file or supporting material. A unit member who alleges that information in his/ her file is false, erroneous, or to his/her detriment shall have the right to request that the offensive material be removed. If the President or his/her designee refuses this request, the unit member shall have the right to file a grievance for the purpose of having such information rectified or expunged.

## **ARTICLE 19 - REGULAR FACULTY RETRAINING**

- 19.1 If the District determines it is necessary to reduce or eliminate an educational program as defined in 55000 (b), Title 5 in which a regular (tenured) faculty member (employee) is working, the District will implement the following language:
- 19.1.1 When the District determines a program will be reduced or eliminated, impacted regular faculty will have the following options: resignation, retirement, or retraining. It is possible that incentives may be added to the resignation and retirement options.
- 19.1.2 Notification: No later than October 31 of any academic year, the District shall provide notification to affected employees and the Association of programs according to Title 5 which are to be eliminated or reduced in the next academic year and which necessitate the layoff of tenured faculty.
- 19.1.3 The Superintendent/President and Vice President, Instruction will meet to identify discipline areas of need. The District will notify affected employees and the Association what disciplines are available as retraining possibilities.
- 19.1.4 Opportunities for retraining leave of up to a maximum of two years will be made available to employees being considered under this Article. The Vice President, Instruction, appropriate division chair(s)/dean(s), and employee will propose the retraining goals and the courses of study or training activities to be undertaken to achieve those goals. The recommended retraining plan shall be forwarded to the Superintendent/President for consideration. The Superintendent/President will notify the employee and the Vice President, Instruction of any modifications before submitting to the Board of Trustees. Prior to submission of the proposal by the Superintendent/President to the Board of Trustees, the affected employee may choose to elect a different option than retraining. See Article 19.1.1.

- 19.1.5 The District will support the retraining plan by providing paid leave as approved in Article 19.1.4 and in accordance with the terms outlined in Article 19.1.8. All costs related to the training (tuition, books, fees, transportation, etc.) shall be paid by the employee.
- 19.1.6 Employee will retain faculty standing while retraining. Faculty salary placement and step advancement guidelines will apply during the retraining period. Seniority will continue to accrue if the retraining period is paid.
- 19.1.7 If the District provides paid leave for retraining, the employee shall post a performance bond prior to the retraining and shall agree to a continuing service commitment with the District based on the following scale:

<u>Paid Retraining Leave</u>	<u>Required Continuing Services After Completion of Training</u>
1 Semester @ 100% pay	1 year
2 Semesters @ 80% pay	2 years
3 Semesters @ 60% pay	3 years
4 Semesters @ 50% pay	3 years

- 19.1.8 For a retraining leave of more than one semester, the Vice President, Instruction or designee shall meet with the employee or shall review documents (e.g., official transcripts, or verification of specialized training) at the end of each semester to verify satisfactory progress towards completion of the goals as stated in the retraining plan. With satisfactory progress, the contract shall be continued. An employee participating in the retraining program will be required to post a performance bond covering the District's projected costs of the paid leave provided.

## **ARTICLE 20 - REGULAR/CONTRACT FACULTY RESIGNATIONS**

- 20.1 A contract/regular unit member shall have two working days to withdraw a resignation without prejudice.

## **ARTICLE 21 - PUBLIC CHARGES**

The Administration shall notify a unit member of any complaints filed by a non-student (complainant) within seven (7) working days of such complaint if the matter is considered serious enough to warrant further review. Complaints must be filled within sixty (60) days of when the non-student knew or reasonably should have known of the alleged conduct by the faculty member. All such complaints are forwarded to the vice president of the unit member's assignments.

All student complaints shall be processed through Board Policy S6320, Student Complaints and Grievances. In the event that the non-student (complainant) is filing a complaint on behalf of a student, the student must follow the procedures set forth in BOT Policy S6320.

- 21.1 Complaints that are not determined to merit further review need not be reported to a unit member.
- 21.2 If the complaint is considered important enough to require further review and if action on the complaint cannot be taken by administration without disclosing the identity of the complainant, efforts will be made to schedule a meeting between the complainant, the unit member, and administration.

- 21.3 Except as noted in 21.4, until such time as the complainant agrees to participate in a meeting with the administration and the unit member, the complaint may not be entered into the unit member's personnel file.
- 21.4 If the Administration can verify the initial complaint through a fact-finding process without the participation of the original complainant, then the original complaint, along with the verification, may be placed in the personnel file.
- 21.5 No adverse action affecting a unit member's employment status may take place until notification is provided as set forth in this procedure.
- 21.6 The unit member is entitled to union representation during all parts of this process.

## **ARTICLE 22 - REGULAR/CONTRACT FACULTY DISCIPLINE PROVISIONS**

- 22.1 A regular/contract unit member may be suspended for cause for up to fifteen (15) days without pay pursuant to the terms of this Article. Except in exigent circumstances, discipline will occur according to principles of progressive discipline which include: a verbal warning to unit member for a first violation of this Article; written notice to unit member of a second violation of this Article with specification of required alternative behavior and placement of the written notice in the unit member's personnel file; a third similar violation of this Article by unit member would result in disciplinary action as outlined in this Article.

Short-term suspensions of less than 16 days shall be subject to the grievance procedures and binding arbitration as provided for in Article 23. Dismissal and long-term suspension in excess of fifteen (15) days shall be in accordance with the Education Code. Any proposed discipline of a bargaining unit member under this Article shall be preceded by written notice of the right to appeal said action by filing a grievance as provided in Article 23, Grievance Procedures of this Agreement.

- 22.1.1 "Cause" means those grounds for discipline enumerated in statutes, regulations, district policies, and rules which may include:
  - 22.1.1.1 Unauthorized or excessive absence from work.
  - 22.1.1.2 Abuse of sick leave.
  - 22.1.1.3 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.
  - 22.1.1.4 Abusive, threatening, or harassing conduct or language toward other employees, students, or the public when on duty.
  - 22.1.1.5 Dishonesty.
  - 22.1.1.6 Drinking alcoholic beverages on the job or reporting for work while under the influence of alcohol.
  - 22.1.1.7 Willfully falsifying any information supplied to the District on application forms, employment records, or any other District records.
  - 22.1.1.8 Incompetence, negligence, or unsatisfactory performance of duties.

- 22.1.2 The Dean, Human Resources or designee shall notify the unit member in writing, concurrently with notification to the Association of any contemplated disciplinary action. The notice shall contain a specific statement of the act(s) or infraction(s) upon which the disciplinary action is based, the proposed disciplinary action to be taken by the District, and a statement of the rules, regulations, policies, or statutes which the unit member is alleged to have violated. A unit member shall not be disciplined for any violation of the rules, regulations, policies, or statutes of which the employee has not been apprised. Following notification, violations of contract provisions are not excused because of lack of unit member knowledge. Except as may be required by law, all information or proceedings regarding any such actual or proposed disciplinary action shall be kept confidential by the District.
- 22.1.3 Immediate suspension may be made for those reasons specified in Education Code Section 87735 and 87736.
- 22.1.4 This Article shall not reduce the rights of regular bargaining unit members contained in Education Code Sections 87732 and 87683.
- 22.1.5 Upon request of the employee, the employee may be represented at any stage of the discipline procedure by a representative of the Association or an individual of the employee's choice. Such individual representative shall not be an agent or representative of another employee organization. The Association shall have the right to be present at each stage of the discipline procedure.

## **ARTICLE 23 - GRIEVANCE PROCEDURE**

***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 procedures rather than let issues fester and grow larger.***

***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.***

### **23.1 DEFINITIONS**

- 23.1.1 A "grievance" is a formal written allegation by a member of the bargaining unit, including the Association, who has been adversely affected by an alleged violation of the specific provisions of this Agreement. An Association representative and/or the Dean of Human Resources may be consulted to determine if the unit member's issue is a grievance or other matter.
- 23.1.2 A "grievant" is any unit member of the Association adversely affected by an alleged violation of the specific provisions of this Agreement. Unless the Association is grieving Article 1, Recognition; Article 10, Payroll Deductions; or the Organizational Security provisions of this Agreement, the Association shall name a grievant for each grievance filed.

- 23.1.3 A "workday," for the purpose of this Article, is a day in which the central office of the District is open for business.
- 23.1.4 The "immediate supervisor" is the lowest level administrator who has been designated to address grievances and who has authority over the grievant.

## 23.2 GENERAL PROVISIONS

- 23.2.1 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.
- 23.2.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel file of the grievant.
- 23.2.3 No party to a grievance shall take any reprisals against the other party to the grievance.
- 23.2.4 Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the District may extend any time deadline by mutual agreement. Any extension that is granted at any point in the process shall be applied to all subsequent time lines.
- 23.2.5 If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties for a reasonable amount of time without loss of pay.
- 23.2.6 Any unit member may at any time present grievances to the District and have such grievances adjusted as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement, provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 23.2.7 Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Association or an individual of the grievant's choice. Such individual representative shall not be an agent or representative of another employee organization. The Association shall have the right to be present at each stage of the grievance procedure.

## 23.3 PROCEDURE

Grievances will be processed in accordance with the following procedures:

### 23.3.1 Level I -- Informal Resolution

Any unit member who believes he or she has a grievance shall present the grievance orally to the immediate supervisor within fifteen (15) workdays after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall have ten (10) workdays after the presentation of the grievance to attempt to informally resolve the grievance and shall so inform the grievant. At this level an Association representative and the Dean of Human Resources may be asked to attend the informal meetings.

### **23.3.2 Level II -- Formal Written Grievance**

- 23.3.2.1 If the grievance is not resolved at Level I to the satisfaction of the grievant, the grievant shall have five (5) workdays to present the grievance in writing on the appropriate form to the immediate supervisor. The written information shall include: a) a description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; b) a listing of the provisions of this Agreement which are alleged to have been violated; c) a listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and d) a listing of specific actions requested of the District which will remedy the grievance.
- 23.3.2.2 The immediate supervisor shall communicate the decision to the grievant in writing within ten (10) workdays after receiving the formal, written grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.
- 23.3.2.3 Within the above time limits, either party may request a conference with the other party/parties.

### **23.3.3 Level III -- Appeal to the Vice President**

- 23.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the appropriate form to the appropriate Vice President within ten (10) workdays of the receipt of the decision at Level II. If the grievant reports directly to the Vice President, the grievant may skip Level III and proceed directly to Level IV. A Level III grievance shall include a copy of the original grievance and an appeal, and a clear, concise statement of the reasons for the appeal.
- 23.3.3.2 The Vice President shall communicate the decision to the grievant within ten (10) workdays. If the Vice President does not respond within the time limits provided, the grievant may appeal to the next level.

### **23.3.4 Level IV -- Appeal to the Superintendent/President**

- 23.3.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may appeal the decision on the appropriate form to the Superintendent/President within ten (10) workdays of the receipt of the decision at Level III. A Level IV grievance shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the subsequent appeal.
- 23.3.4.2 The Superintendent/President shall communicate the decision to the grievant within ten (10) workdays. If the Superintendent/President does not respond within the time limits provided, the grievant may appeal to the next level.

### 23.3.5 Level V -- Binding Arbitration

- 23.3.5.1 If the grievant is not satisfied with the decision at Level IV, the grievant may submit a request in writing to the Association for arbitration of the dispute within ten (10) workdays of the receipt of the decision. Within twenty (20) workdays of the grievant's receipt of the decision at Level IV, the Association shall inform the District of its intent to arbitrate the grievance. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five names of persons experienced in hearing grievances in community colleges. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
- 23.3.5.2 If either the District or the Association so requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitration has been decided. The process to be used in selecting an arbitrator shall be as set forth in Article 23.3.5.1.
- 23.3.5.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 23.3.5.4 The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the Administration to act in a manner prohibited by law.
- 23.3.5.5 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award.
- 23.3.5.6 The award of the arbitrator shall be final and binding.
- 23.3.5.7 The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree. If the arbitrator requests a court reporter, the costs shall be shared by both parties.

## ARTICLE 24 - ORGANIZATIONAL SECURITY

- 24.1 Unit members who are dues-paying members of the Association at the outset of this Agreement, or who join the Association during the term of this Agreement, shall be required to maintain membership until the expiration of this Agreement. Nothing contained in the Agreement, however, shall deprive the unit member of the right to terminate his/her obligation to the employee organization within a period of thirty (30) days following the expiration of this Agreement.
- 24.2 Any unit member who is a member of the Napa Valley College Faculty Association/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

## ARTICLE 25 - ITEMS FOR CONTINUING DISCUSSION

- 25.1 The Association and the District agree to continue discussion of the following unresolved issues carried over from the 2009-2010 negotiations:
- Compensation and benefits
  - Distance education
  - Discipline provisions
  - Contract (tenure-track) faculty evaluation
  - Regular (tenured) faculty evaluation
  - Job blocks
  - Leave
  - Other matters related to changes in state funding
  - Preceptorship
- 25.2 **BUDGET DEVELOPMENT**  
In an effort to be competitive with other California community colleges, the Faculty Association and District agree to work together to see that faculty interests regarding salary improvements and health and welfare benefits and other working conditions are expressed in the planning of the annual budget, beginning with the preliminary budget, for consideration and prioritization along with other needs and interests identified within the college.

## ARTICLE 26 - TERM

- 26.0 The Association and the District agree to extend the term of this Agreement through June 30, 2012.

This Agreement shall become effective on July 1, 2009. Executed this November 19, 2010.

**For the Napa Valley College Faculty Associations/CTA/NEA**

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Diane Van Deusen, President

**For the Napa Valley Community College District**

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Dr. Edna V. Baehre, Superintendent/President

**NAPA VALLEY COMMUNITY COLLEGE DISTRICT  
REGULAR/CONTRACT FACULTY  
ACADEMIC SALARY SCHEDULE**

<u>STEP</u>	<u>*2009-2010</u>
1.....	\$46,920
2.....	49,511
3.....	52,101
4.....	54,700
5.....	57,289
6.....	59,881
7.....	62,473
8.....	65,065
9.....	67,657
10.....	70,251
11.....	72,842
12.....	75,435
13.....	78,029
14.....	80,617
15.....	83,211
16.....	85,958
Longevity Increment I.....	\$2,072
Longevity Increment II.....	\$3,279
Division Chair Stipend (10% of Step 10).....	\$7,025
Program Coordinator Stipend (6.3% of Step 1).....	\$2,956
Job Block I Stipend (3.8% of Step 1).....	\$1,783
Job Block II Stipend Fall 2009 (See Article 8.10.7).....	\$2,892
Job Block II Stipend for Tenured Faculty Spring 2010 (See Article 8.10.7).....	\$3,659
Head Coach Stipend (6.5% of Step 1).....	\$3,050

APPENDIX B

NAPA VALLEY COMMUNITY COLLEGE DISTRICT  
Part-Time, Hourly Credit Salary Schedule  
**2009-2010**

**SCHEDULE 1**  
(Instructional/Counseling Hours)

<u>STEP</u>	<u>HOURLY RATE</u>
1	\$ 53.56
2	55.70
3	57.93
4	60.26
5	62.66
6	65.16
7	67.76

**SCHEDULE 2**  
(Office hours and Part-Time Faculty Orientation)

<u>STEP</u>	<u>HOURLY RATE</u>
1	\$ 39.09
2	40.65
3	42.28
4	43.97
5	45.73
6	47.55
7	49.46

NAPA VALLEY COMMUNITY COLLEGE DISTRICT  
 Part-Time, Hourly Credit Salary Schedule  
**2010-2011**

**SCHEDULE 1**  
 (Instructional/Counseling Hours)

<u>STEP</u>	<u>HOURLY RATE</u>
1	\$ 50.08
2	52.08
3	54.16
4	56.34
5	58.59
6	60.92
7	63.36

**SCHEDULE 2**  
 (Office hours and Part-Time Faculty Orientation)

<u>STEP</u>	<u>HOURLY RATE</u>
1	\$ 39.09
2	40.65
3	42.28
4	43.97
5	45.73
6	47.55
7	49.46

APPENDIX D

DD PLANS

PLEASE CONTACT THE OFFICE OF HUMAN RESOURCES FOR CURRENT BASIC AND  
BUY-UP DELTA DENTAL OPTIONS

VSP PLANS

PLEASE CONTACT THE OFFICE OF HUMAN RESOURCES FOR CURRENT BASIC AND  
BUY-UP VISION SERVICE PLAN (VSP) OPTIONS

## APPENDIX F

The 2009-2010 Academic Calendar is available at the following link:

[http://www.napavalley.edu/Academics/Instruction/Documents/Academic\\_Calendar\\_2009\\_2010.pdf](http://www.napavalley.edu/Academics/Instruction/Documents/Academic_Calendar_2009_2010.pdf)

## APPENDIX G

The 2010-2011 Academic Calendar is available at the following link:

[http://www.napavalley.edu/Academics/Instruction/Documents/Academic%20Calendar%202010\\_2011.pdf](http://www.napavalley.edu/Academics/Instruction/Documents/Academic%20Calendar%202010_2011.pdf)

## APPENDIX H

### MEMORANDUM OF UNDERSTANDING RETIREMENT PLANS

The following retirement plans and pre-retirement reduction in workload plans are included in District Board Policy as referenced below.

Reduction of Workload:	Board Policy H0940 Education Code Sections 22713, 87483
STRS Employer "Pickup":	Internal Revenue Code Section 414 (h) (2) Board of Trustees Resolution 19.96 (Adopted November 14, 1996)

Questions regarding these plans should be addressed to the District Office of Human Resources.

**MEMORANDUM OF UNDERSTANDING  
MODIFICATION TO CONTRACT (TENURE-TRACK) FACULTY EVALUATION PROCESS FOR  
HEALTH OCCUPATIONS, TECHNICAL DIVISION  
AND LEARNING RESOURCES FACULTY**

Napa Valley Community College District hereinafter "District", and the Napa Valley College Faculty Association, hereinafter "Association", agree as follows:

The current Contract (Tenure-track) Faculty Evaluation Process, dated January 24, 2006, states:

*"Each nontenured faculty member will be evaluated by an Academic Senate TRT consisting of the Division Chair of the evaluatee's division, a tenured faculty member from within the division, and one tenured faculty member from outside the division who will be the chairperson. The Academic Senate Vice President for Evaluation will oversee the tenure review process.*

*In cases in which the direct supervisor of a faculty member is an administrator, the administrator and an additional faculty member shall be TRT members."*

In the absence of a division chair, the administrative dean assigned to that area will serve in place of the division chair. This modification to the TRT will remain in place until incorporated into future evaluation guidelines and/or faculty agreements.

*Signed by Diane Van Deusen, NVC Faculty Association on October 11, 2006, and Laura Ecklin, Dean, Human Resources on October 6, 2006*

APPENDIX J

**MEMORANDUM OF UNDERSTANDING**

**PSYCHIATRIC TECHNICIAN and RESPIRATORY THERAPY  
COORDINATOR ASSIGNMENTS  
FOR 2010-2011**

Napa Valley Community College District, hereinafter "District," and the Napa Valley College Faculty Association, hereinafter "Association" agree as follows:

The program coordinators for the Respiratory Therapy and Psychiatric Technician programs will receive forty percent reassigned time for the 2010-2011 academic year only. These program coordinators will not receive the program coordinator stipend per Article 8.9.3 for these assignments.

The faculty member coordinating the Psychiatric Technician Accelerated Program at Napa State Hospital for the 2010-2011 academic year will receive a stipend of \$2,956.00. The stipend will cease if this program at Napa State Hospital ends. If this program ends midyear, this program coordinator will receive a prorated amount of this stipend based on the number of days completed in the academic year.

This agreement pertains to these program coordinators only. No other program coordinator shall be covered by this agreement. Both parties agree that this MOU shall not be a precedent for the future negotiations.

This MOU terminates upon execution.

*2009-2010 MOU Signed by Diane Van Deusen, President, NVC Faculty Association, and Laura Ecklin, Dean, Human Resources on May 29, 2009.*

*2010-2011 MOU Signed by Diane Van Deusen, President, NVC Faculty Association, and Laura Ecklin, Dean, Human Resources on May 11, 2010.*

**MEMORANDUM OF UNDERSTANDING  
A.D.N. PRECEPTORSHIP**

Napa Valley Community College District, hereinafter "District," and the Napa Valley College Faculty Association, hereinafter "Association," agree to the following working conditions for NURS 250. The MOU revises and updates provisions of the previous A.D.N. Preceptorship MOU signed in 1996. The provisions of this MOU are effective January 18, 2006.

Definitions for shifts related to faculty schedule:

Day shift: 7 a.m. – 3 p.m.  
Evening shift: 3 p.m. – 11 p.m.  
Night shift: 11 p.m. – 7 a.m.

Assignment:

NURS 250 is a six-week lecture/lab course that includes theory, clinical and on-call hours. On-call hours, including night shift, are credited one lecture/lab hour for each three hours on-call. The following provisions will apply:

1. The A.D.N. faculty who supervise preceptees will be on-call for all hours the instructors' students are on duty during the day and evening shifts Monday through Friday. NURS 250 instructors will conduct routine conferences with preceptees, preceptors, staff or others during these on-call times. A.D.N. faculty supervising preceptees will be given 180 pre-load factor hours (149.4) of credit toward their annual teaching load for NURS 250.
2. NURS 250 faculty will be available on-call 1.5 weekend days and evenings during the preceptorship clinical schedule on a rotational basis. When other weekends require faculty coverage, the Associate Dean/Director or designee will take the call.
3. During NURS 250, the time and location of faculty office hours may be adjusted based on student need.
4. A stipend of \$600 will be paid to a faculty member for being on-call during night shift for one six-week period of NURS 250. This assignment will be on a voluntary basis. If no qualified faculty member volunteers, then the on-call night shift will be assigned on a rotational basis. The \$600 stipend may be split if more than one faculty member volunteers or is assigned. If the faculty member who is on-call must meet with a student at a hospital during night shift, the faculty member will be paid the hourly instructor rate for the time required.

This memo of understanding will expire at the end of the Spring 2008 semester and will be evaluated during Fall 2007.

*MOU Signed by Denise Rosselli, President, NVC Faculty Association, on January 4, 2006 and Scott Miller, Interim Dean, Human Resources on January 9, 2006*

## APPENDIX L

### **MEMORANDUM OF UNDERSTANDING NURSING FACULTY RECRUITMENT AND RETENTION GRANT WEEKEND AND EVENING CLINICAL STIPENDS**

Napa Valley Community College District, hereinafter "District," and the Napa Valley College Faculty Association, hereinafter "Association" agree as follows:

The District has received a Nursing Faculty Recruitment and Retention Program Grant, which covers fiscal year 2006-2007 through fiscal year 2010-2011. This grant includes funding to pay contract/regular and part-time, hourly nursing faculty a special stipend for serving as clinical instructors on the weekends and evenings. Evening clinical hours are those starting at or after 4:30 p.m. Weekend clinical hours refer to all hours worked on Saturdays and/or Sundays.

Part-time, hourly nursing faculty teaching courses that include weekend and evening clinical instruction and contract/regular faculty teaching courses that include weekend and evening clinical instruction as overloads will continue to be paid for courses using the normal process for paying part-time instructors and overload assignments. Contract/regular nursing faculty teaching courses that include weekend and evening clinical instruction as part of their regular load shall receive compensation for their load pursuant to the Faculty Association/District agreement.

For the duration of this grant only, all nursing faculty teaching weekend and evening clinical hours will also receive an additional stipend at the end of the academic year. The amount of individual stipends will be determined based on total hours worked as weekend and evening clinical instructors and the available salary grant funds designated for this purpose. At the end of each academic year, the A.D.N Associate Dean, Dean of Health Occupations, and Vice President of Instruction will determine how many total weekend and clinical hours have been taught by hourly and contract/regular nursing faculty during each semester.

Weekend and evening clinical faculty will then receive a stipend based on their total number of hours of weekend and evening clinical instruction multiplied by a per hour stipend. The per hour stipend shall be calculated based on the available grant funds for the corresponding academic year, as determined by the Vice President of Business and Finance and the Vice President of Instruction, divided by the total number of weekend and evening clinical instruction hours.

The Health Occupations Department will submit requests for contract for these assignments, and the instructors will submit timecards in order to be compensated. These stipends will be paid during the duration of this grant only. If grant funds are exhausted, stipends will no longer be available.

These stipends will not be paid to faculty teaching NURS 250 courses. Compensation for teaching NURS 250 is addressed in a separate MOU.

Contract/regular faculty may receive a Recruitment and Retention Stipend and a Weekend and Evening Clinical Stipend for the same academic year provided the total payment of these stipends does not exceed \$6,000.00 per academic year. Additionally, the total amount granted to any person under this MOU and the Recruitment and Retention Stipend MOU cannot exceed \$20,000 over the five-year grant period.

This agreement pertains to evening and weekend clinical nursing instructors only. No other instructors shall be covered by this agreement.

*MOU Signed by Diane Van Deusen, President, NVC Faculty Association, on October 16, 2007 and Laura Ecklin, Dean, Human Resources on October 22, 2007*

**MEMORANDUM OF UNDERSTANDING**  
**NURSING FACULTY RECRUITMENT AND RETENTION PROGRAM GRANT**  
**RECRUITMENT AND RETENTION STIPENDS**

Napa Valley Community College District, hereinafter "District," and the Napa Valley College Faculty Association, hereinafter "Association" agree as follows:

The District has received a Nursing Faculty Recruitment and Retention Program Grant, which covers fiscal year 2006-2007 through fiscal year 2010-2011. This grant includes funds to pay contract/regular nursing faculty a special stipend for returning to teach full-time as a nursing instructor after completing a full year of teaching as a full-time contract/regular nursing faculty member. It is the intention of the grant that contract/regular nursing faculty receive such a stipend upon completion of their first through fifth years of teaching as a contract/regular instructor. The stipend payments shall end after the fifth year payment and faculty members shall be compensated based on their appropriate step of the Regular/Contract Faculty Academic Salary Schedule. These stipends will be paid for service during the 2006-2007 through 2010-2011 academic years only.

Stipends will be distributed as follows:

Up to \$5,382.00 after first year of service  
Up to \$4,485.00 after second year of service  
Up to \$3,588.00 after third year of service  
Up to \$2,691.00 after fourth year of service  
Up to \$1,794.00 after fifth year of service

Specifically, an instructor serving his/her first year of service during the fall 2006 and spring 2007 semesters will receive the first year's stipend during the fall 2007 semester. An instructor serving his/her first year of service during the spring 2007 and fall 2007 semesters will receive the first year's stipend during the spring 2008 semester.

If in any grant year there are insufficient funds to pay stipends based on the above, the grant funds will be distributed through a prorated scale.

Contract/regular faculty may receive a Recruitment and Retention Stipend and a Weekend and Evening Clinical Stipend for the same academic year provided the total payment of these stipends does not exceed \$6,000.00 per academic year. Additionally, the total amount granted to any person under this MOU and the Weekend and Evening Clinical Stipend MOU cannot exceed \$20,000 over the five-year grant period.

This agreement pertains to contract/regular nursing instructors only. No other instructors shall be covered by this agreement.

*MOU Signed by Diane Van Deusen, President, NVC Faculty Association and Laura Ecklin, Dean, Human Resources on October 12, 2007*

## APPENDIX N

### **MEMORANDUM OF UNDERSTANDING** 2009-2010 Workdays for Contract/Regular Counseling Faculty

Napa Valley Community College District, hereinafter "District", and the Napa Valley College Faculty Association, hereinafter "Association", agree as follows:

Article 6.1.1 of the 2006-2009 NVCCD/NVC Faculty Association/CTA/NEA Agreement addresses academic work year and additional days for counselors. A counselor's assignment includes the 175-day academic year and 23 additional days. The Career Center Coordinator's assignment includes the 175-day academic year and 28 additional days. The additional days for the 2009-2010 academic year are to be completed between July 2009 and June 2010.

For the 2009-2010 academic year, counselors and the Career Center Coordinator may exchange up to 10 days of the 2009-2010 175-day academic year for working the same number of days outside of the 175-day academic year, but no later than June 30, 2010. This will provide necessary counseling services during the summer and allow counselors to address students' needs. This will also result in some savings in part-time faculty compensation.

On a voluntary basis, counselors will select days from the 175-day calendar and replacement days in order of their seniority ranking number. The counselor with the most seniority ranking will select his/her replacement days first. These requests will be forwarded to the supervisor and Counseling Division Chair for approval. The Division Chair will notify each counselor if his/her request is approved by January 20, 2010. A copy of the request and approval will be forwarded to the Office of Human Resources and the Vice President, Student Services.

This agreement pertains to contract/regular counseling faculty only and will remain in place for the 2009-2010 year. Both parties agree that this MOU shall not set precedent for future negotiations.

*MOU Signed by Diane Van Deusen, President, NVC Faculty Association and Laura Ecklin, Dean, Human Resources on December 16, 2009*

**MEMORANDUM OF UNDERSTANDING**  
2010-2011 Workdays for Contract/Regular Counseling Faculty

Napa Valley Community College District, hereinafter "District", and the Napa Valley College Faculty Association, hereinafter "Association", agree as follows:

Article 6.1.1 of the 2006-2009 NVCCD/NVC Faculty Association/CTA/NEA Agreement addresses academic work year and additional days for counselors. A counselor's assignment includes the 175-day academic year and 23 additional days. The Career Center Coordinator's assignment includes the 175-day academic year and 28 additional days. The additional days for the 2010-2011 academic year are to be completed between July 2010 and June 2011.

For the 2010-2011 academic year, counselors and the Career Center Coordinator may exchange up to 10 days of the 2010-2011 175-day academic year for working the same number of days outside of the 175-day academic year, but no later than June 30, 2011. This will provide necessary counseling services during the summer and allow counselors to address students' needs. This will also result in some savings in part-time faculty compensation.

On a voluntary basis, counselors will select days from the 175-day calendar and replacement days in order of their seniority ranking number. The counselor with the most seniority ranking will select his/her replacement days first. These requests will be forwarded to the supervisor and Counseling Division Chair for approval. The Division Chair will notify each counselor if his/her request is approved by May 15, 2010. A copy of the request and approval will be forwarded to the Office of Human Resources and the Vice President, Student Services.

This agreement pertains to contract/regular counseling faculty only and will remain in place for the 2010-2011 year. Both parties agree that this MOU shall not set precedent for future negotiations.

*MOU Signed by Diane Van Deusen, President, NVC Faculty Association on January 19, 2010 and Laura Ecklin, Dean, Human Resources on January 20, 2010*

## APPENDIX P

### Napa Valley College Administrative Procedures

#### SUMMER SESSION SICK LEAVE USAGE FOR PART-TIME, HOURLY CREDIT INSTRUCTORS

1. No faculty member accrues sick leave for teaching/counseling during the summer session.
2. Part-time, hourly instructors may use sick leave that was accrued during the fall and spring semesters to cover an absence during the summer session.
3. Contract/regular faculty may use sick leave that was accrued while teaching an overload during the fall and spring semesters to cover an absence for a part-time, hourly instructor assignment during the summer session.
4. Contract/regular faculty who have exhausted all leave earned from teaching overloads or have never accumulated sick leave from teaching overloads may use accumulated leave earned from their contract/regular position to cover an absence for a part-time, hourly instructor assignment during the summer session.
5. All part-time, hourly faculty teaching during the summer may use accumulated sick leave hours for Kin Care and Personal Necessity Leave up to a maximum of nine hours. (Refer to Faculty Agreement for definitions of Kin Care and Personal Necessity Leave.)
6. Any absence due to illness or injury which exceeds five (5) days duration shall be supported by a written statement of a licensed health care practitioner indicating the reason and length of disability. Absences of a shorter duration shall also be supported by a medical verification acceptable to the District, if so requested.
7. Whenever possible, a part-time, hourly summer instructor must contact his/her immediate supervisor as soon as the need to be absent is known, but in no event less than one-half hour prior to the start of the first work assignment, except in case of emergency. Failure to provide adequate notice without reasonable cause shall be grounds for denial of leave with pay.
8. If the employee fails to notify the Office of Instruction or the Student Services Office by 3:00 p.m. of the preceding workday, of his/her intent to return to work, and if such failure results in a substitute being secured, then the employee shall not be allowed to return to work for the day in question.
9. Contract/regular instructors may never use leave accumulated from teaching overloads to cover an absence in their contract/regular position.

OHR 6/17/04

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