

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE NAPA VALLEY COMMUNITY COLLEGE DISTRICT AND
NAPA VALLEY COLLEGE FACULTY ASSOCIATION**

Pursuant to the Educational Employment Relations Act, the Napa Valley Community College District (District) and the Napa Valley College Faculty Association (Association) agree as follows:

Beginning with the 2020-2021 academic year, Article 11, Regular/Contract Faculty Leave Provisions, and Article 15, Part-Time, Hourly Unit Member Leave Provisions of the NVCCD/NVCFA/CCA/CTA/NEA agreement will be revised as noted below:

**ARTICLE 11 - REGULAR/CONTRACT FACULTY
LEAVE PROVISIONS REVISIONS**

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). The unit member must identify the relevant article under 11.5.1 that the personal necessity pertains to but is not required to supply a reason of more specific nature. Personal Necessity leave usage shall be in accordance with Article 11.4.3:

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 unit member's 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 The following qualify as allowable Personal Necessity Leave, pursuant to Article 11.5.1.4:~~

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

~~11.5.1.6 11.5.1.5.3~~ Child-related activities outlined in Article 11.6.6.

~~11.5.1.7 11.5.1.4~~ Other personal necessities which are allowed at the discretion of the Executive Director, Human Resources, 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. Imminent danger to the person or home of the unit member, occasioned by flood, fire, earthquake or similar serious nature which cannot be disregarded by the unit member as reported to, and acknowledged by, the immediate supervisor or dean.

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11.5.1.8 Other personal matters or emergencies as reported to, and acknowledged by, the immediate supervisor or dean provided that under no circumstances shall leave be available for the purposes of extension of a holiday or vacation, or for recreational activities.

~~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 comply with District procedures for notification. Under all circumstances, unit members shall verify in writing~~ A unit member must contact immediate supervisor as soon as the need to be absent is known, but in no event less than one-half (1/2) 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.

After returning from personal necessity leave, the unit member shall complete and submit a Request for Leave Form leave form furnished by the District containing the dates involved. The unit member's signature shall signify that the personal necessity leave was used only for a purposes set forth in 11.5.1. Any absence which exceeds five (5) days duration shall be supported by proper documentation indicating the reason for the absence. The District may require proper documentation indicating the reason for leave that exceeds five (5) consecutive workdays duration. Unit members will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

ARTICLE 15 - PART-TIME, HOURLY AND TEMPORARY, FULL-TIME UNIT MEMBER LEAVE PROVISIONS

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 for hourly unit members and six (6) days per academic year for full-time unit members. The unit member must identify the relevant article under 15.4.2 that the personal necessity pertains to but is not required to supply a reason of more specific nature. Personal Necessity leave usage shall be in accordance with Article 15.3.3.

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~~ the member's 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.

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~~15.4.2.5 The following qualify as allowable Personal Necessity Leave, pursuant to Article 15.4.2.4:~~

~~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~~ ~~15.4.2.5.2~~ Illness of the unit member's immediate family when additional leave is needed beyond that allowed by Protected Sick Leave. (See Article 15.2 for definition of immediate family.)

~~15.4.2.6~~ ~~15.4.2.5.3~~ Child-related activities outlined in Article 15.5.5.

~~15.4.2.7 Other personal necessities which are allowed at the discretion of the Executive Director, Human Resources, 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 proper documentation indicating the reason for the absence. Imminent danger to the person or home of the unit member, occasioned by flood, fire, earthquake or similar serious nature which cannot be disregarded by the unit member as reported to, and acknowledged by, the immediate supervisor or dean.~~

~~15.4.2.8 Other personal matters or emergencies as reported to, and acknowledged by, the immediate supervisor or dean provided that under no circumstances shall leave be available for the purposes of extension of a holiday or vacation, or for recreational activities.~~

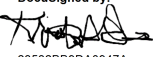
~~15.4.2.3 Before the utilization of personal necessity leave, a unit member must obtain prior written approval from the immediate supervisor, except for cases related to 15.4.2.1, 15.4.2.2, and 15.4.2.5.1 of this Article. Should circumstances outlined in 15.4.2.1, 15.4.2.2, and 15.4.2.5.1 arise, the unit member shall comply with District procedures for notification. Under all circumstances, unit members shall verify in writing. A unit member must contact immediate supervisor as soon as the need to be absent is known, but in no event less than one-half (1/2) 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.~~

~~After returning from personal necessity leave, the unit member shall complete and submit a Request for Leave Form leave form furnished by the District containing the dates involved. The unit member's signature shall signify that the personal necessity leave was used only for the purpose set forth in 15.4.2. The District may require proper documentation indicating the reason for leave that exceeds five (5) consecutive workdays duration. Unit members will be subject to appropriate discipline if the leave was used for purposes other than stipulated.~~

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By signing this MOU, without waiving or limiting any legal or contractual rights the parties may have:

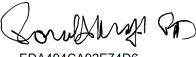
- A. This agreement does not preclude the negotiation of additional terms or compensation as part of the successor collective bargaining agreement.
- B. This agreement will be incorporated into the successor agreement.

DocuSigned by:

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Kristie Iwamoto
President, NVC Faculty Association

5/29/2020 | 4:10 PM PDT

Date

DocuSigned by:

EDA494CA92E74D6

Dr. Ronald Kraft
Superintendent/President

5/30/2020 | 7:51 AM PDT

Date

OHR 05/20/2020