



**AGREEMENT BETWEEN THE  
BOARD OF TRUSTEES  
OF THE  
MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT  
AND THE  
UNIVERSITY PROFESSIONAL AND TECHNICAL EMPLOYEES - COMMUNICATION  
WORKERS OF AMERICA (“UPTE-CWA”)**

**As of July 1, 2019 – June 30, 2022**

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## **PREAMBLE**

This is an Agreement made and entered into the 1<sup>st</sup> day of July, 2017 between the Mt. San Jacinto Community College District, hereinafter referred to as "District" and the University Professional and Technical Employees – Communication Workers of America (“UPTE-CWA”), hereinafter referred to as "Union."

The District and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the District and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union’s status as exclusive bargaining representative of all employees covered by this Agreement. Each party shall bring to the attention of all employees in the unit covered by this Agreement, including new hires, their obligation to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

### **ARTICLE I.     RECOGNITION**

- 1.1     The District confirms its recognition of the University Professional and Technical Employees – Communication Workers of America (“UPTE-CWA”), as the exclusive representative for that unit of employees (hereinafter referred to as the “Unit”) certified by the Public Employees Relation Board in Case No. LA-RR-1063-E dated December 18, 2000. The Unit will consist of all librarians and academic employees assigned to the associate faculty salary schedule.
  
- 1.2     Excluded are all regular full-time faculty; contract faculty; faculty paid by stipend; faculty interns; faculty assigned to fee-based classes; faculty assigned to non-state-apportionment generating classes; faculty employed for less than 32 hours per semester; coaches and all management, supervisory, confidential, and classified employees, as well as all individuals not otherwise specifically identified as being members of the bargaining unit.

- 1.3 Classified, confidential, management and supervisory employees, though excluded from the bargaining unit, may be included in the Associate hiring pools. However, work performed under this contract would be covered for purposes of representation.

**ARTICLE II. DISTRICT RIGHTS**

- 2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers, are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required and how they are to be selected; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities and make all room and office assignments; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline Unit Members as authorized by all applicable codes. All such matters, unless otherwise provided for in this agreement, are excluded from the grievance procedure.
- 2.2 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. Additionally, the District retains the sole discretion and right to determine the impacts and effects of all matters outside the scope of representation as defined by the Educational Employment Relations Act (CA Government Code 3540 et seq.)
- 2.3 In cases of extreme emergency\* necessitating closure of the college and/or suspension of classes, any provisions of this agreement conflicting with the necessary emergency procedures shall be suspended for the duration of the emergency. The District shall, within

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\*Extreme emergency shall mean sudden and unexpected calamities such as earthquake, fire, flood and other occurrences, which interfere with normal operation of the college.

one (1) day or as soon as is physically possible, meet with Union representatives and attempt to reach an agreement on which sections of this agreement are affected and for what duration.

- 2.4 In cases of financial emergency, any provisions and terms of this agreement affected by reduction in funding to the District shall be suspended and reopened for negotiation when the District files public notice that current operating standards cannot be met and stipulates the amount of reduced funds.

### **ARTICLE III. NON DISCRIMINATION**

- 3.1 Neither the District nor the Union shall unlawfully discriminate against any unit member because of rights guaranteed by the Educational Employment Relations Act. Perceived acts of discrimination shall be addressed immediately. Such discrimination is subject to unfair practice procedures and shall be grievable under Article 12 of this Agreement. A bargaining unit member who makes a claim of unlawful discrimination pursuant to this Article, shall except as otherwise allowed or provided by law, be deemed to have waived any and all other rights, procedures, and remedies that are not otherwise set forth in the grievance procedure pursuant to Article XII of this agreement.

### **ARTICLE IV. UNION RIGHTS**

- 4.1 The Union shall have the following rights in addition to any rights contained in other portions of the Agreement:
- 4.1.1 The right of access to areas in which employees work during non-duty hours, such as lunch and rest periods, provided there is no interference with District operations.
  - 4.1.2 The right to use designated institutional bulletin boards, and mail boxes and other means of communication, subject to reasonable regulations by the District.
  - 4.1.3 The right to use designated District facilities and equipment during release time or non-duty hours, subject to the established sign-up procedures and regulations, provided that all costs of materials are borne by the Union.
  - 4.1.4 Within sixty (60) days after the execution of this Agreement, the District shall print or duplicate and provide without charge a copy of this Agreement to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided by the District, without

charge, with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

4.1.5 Reasonable release time shall be available to authorized representatives of the Union to engage in bargaining and in processing of grievances in accordance with the requirements of the Educational Employment Relations Act. The District will consider release if the union reimburses the District. All such release time must be at a minimum and not disrupt classes.

4.1.6 The Union's authorized representative shall be granted access to public documents in the possession of the District, which relate to wages, hours and other terms and conditions of employment within the meaning of the Educational Employment Relations Act. Except as otherwise expressly required by law, such access shall be granted only during their non-duty hours and at such times so as to minimize interference with normal District operations.

(See 13.5)

4.1.7 The exclusive representative and members of the bargaining unit shall ensure that there will be no display of conduct which is in violation of the law. The CWA agrees not to use District's mail service for purposes of urging the support or defeat of any ballot measure or candidate, including but not limited to, any candidate for election to the Governing Board of the District in accordance with California Education Code section 7054. Additionally, the Union and members of the bargaining unit agree that they will not use District services, supplies, or equipment for the purpose of urging support or defeat of any ballot measure or candidate, including but not limited to, any candidate for election to the Governing Board of the District pursuant to California Education Code section 7054

## **ARTICLE V. WORKLOAD AND ASSIGNMENT**

### **5.1 Assignment of Associate Faculty**

The District retains the right to make assignments for all bargaining unit employees.

5.1.1 In consultation with the department chair or District designee, the appropriate administrator may schedule and assign bargaining unit employees up sixty-seven percent (67%) of a full-time teaching load.

5.1.2 Nothing contained in this section nor in any article of the Agreement shall be construed to allow bargaining unit employees to be assigned a load over the limit permitted for temporary employees as per the Education Code.

5.1.3 Special Project Classes. Those classes identified as “Honors” or “Directed Studies” classes, because they also contain honor students, shall be compensated at \$75.00 per honor student, up to a maximum of \$ 375.00 per class. Those class assignments containing only honor students shall be considered part of the instructor’s standard workload and will be compensated the same as any regular load assignment.

## 5.2 Scheduling of Associate Faculty

To meet the needs of the District, the scheduling and assignment of bargaining unit members shall be at the discretion of the appropriate department chairs, deans, vice presidents, or other appropriate administrators.

5.2.1 Bargaining unit employees are “temporary employees” in accordance with the Education Code Section 87482.5. Nothing contained in this section nor in any article of this agreement places a legal obligation on the District to provide continuing employment for bargaining unit employees.

5.2.2 When there is need for additional faculty service beyond that provided by regular and/or contracted employees, the following factors shall be considered in developing the schedule for Associate Faculty. As referenced in this article, “consideration” means that there is careful thought, attention, or deliberation regarding the decision. Consideration does not mean guarantee, but it requires an importance being given to the scheduling of bargaining unit employees.

Factors (not in priority order) to be considered are:

- Service with the college – Bargaining unit members will receive priority consideration for assignments, based upon the number of semesters previously taught for the District.
- Educational preparation, specialization, and recency in their discipline.
- Satisfactory performance on their last evaluation.
- Availability for teaching as reported on the Associate Faculty Availability Information form submitted to the District by the deadline specified in 5.2.6.
- Recognized accomplishments that demonstrate expertise and skill in the field of study, beyond that achieved through formal education or unique qualities that would enrich the educational offerings of the District.

5.2.3 The preceding factors are to be weighed only when making the initial assignment of courses for any given semester.

5.2.4 The District may cancel or change an assignment for administrative reasons. Bargaining unit members may be compensated when appropriate for canceled classes. The District will compensate an Associate Faculty member a flat course preparation fee of \$150.00 whose class is canceled during the week prior to the beginning of the semester or term, or during the first week of regular instruction, and who does not receive any other teaching or non-teaching assignment. The District shall pay no compensation for the canceled classes if the Associate Faculty member is offered and accepts another class or non-teaching assignment by the District. The District will compensate an Associate Faculty member whose class is canceled after the first week of regular instruction for the actual hours worked of the semester length or equivalent class. Consideration for assignment does not guarantee that a bargaining unit member will be assigned to a particular teaching or non-teaching load or pattern of scheduling as assignments may vary from semester to semester. However, the District will attempt to accommodate scheduling requests as long as these requests do not conflict with standard policies or with the agreement between the bargaining unit and the District.

5.2.5 In order to provide a mechanism by which the District can be advised of the availability of a given bargaining unit member for future employment, the District shall distribute, once during each semester of every academic year, an Associate Faculty Availability Information Form to the bargaining unit employee who shall return the form to the District (See Appendix D)

### 5.3 Working Environments for Associate Faculty

5.3.1 The District understands, in order for Associate Faculty to perform their duties in accordance with District standards and expectations that The District will provide appropriate Faculty/Staff parking permits conferring the right to park in designated areas on each campus or off-campus site, under established District and local laws, at no charge to the Associate Faculty member. Associate Faculty members understand that they will be wholly responsible for payment of any and all fines levied by the District or local authorities for parking violations.

5.3.2 The District will provide Associate Faculty with workroom space on each of the two campuses, San Jacinto and Menifee, which will be available to all Associate Faculty members whenever classes are in session and/or the College is officially open for business. This workroom will be reasonably equipped with, at least, worktables and



chairs, interoffice/ intercampus mailboxes, basic office and instructional supplies (pens, pencils, markers, paper, staplers, etc.), bulletin board, a telephone for the use of Associate Faculty members in support of their instructional activities and working computers with software appropriate to maintain instructional service. Additionally, the District will provide and maintain photocopying equipment for use by Associate Faculty within the guidelines and procedures set forth in writing by the District. Furthermore, the District will make every effort to provide semi-private space in the workroom for Faculty use to conduct student conferences. The District has the right to determine the location and size of the space provided for the use of Associate Faculty. However, if the workroom is to be substantially changed or relocated, the District will inform the Associate Faculty members, in writing, at least three (3) weeks prior to the change.

5.3.3 The District will compensate, at the appropriate hourly rate, all meetings, training sessions, or other non-instructional activities required by the District. All meetings, training sessions, or other non-instructional activities that are offered to Associate Faculty as optional or enrichment activities, may be offered as compensated activities under the existing FLEX program at the discretion of the District under the current FLEX guidelines.

5.3.4 In the spirit of shared governance, Associate Faculty who are elected/selected to serve on the District Safety Committee or Facilities Committee as official representatives of the UPTE/CWA membership will receive a stipend of \$150 per semester of service.

Associate Faculty who are elected to serve on the Academic Senate will receive a stipend of \$250 per semester. Associate Faculty members will be required to attend a minimum of 75 percent of the regularly scheduled meetings held by the committee or Academic Senate to be eligible for the stipend. Attendance will be verified by official committee minutes, which must be submitted by the Associate Faculty along with the Human Resources Service Request (HRSR) for payment.

5.4 Creditable Service (CalSTRS) under Education Code Section 22138.5: This section of the education code requires that each collective bargaining agreement that applies to a member subject to the minimum standard specified in EC22138.5 shall specify the number of hours of creditable

service that equals “full-time” pursuant to section 22138.5(c)(5) and shall make specific reference to this section. Accordingly, the full-time equivalent (FTE) creditable service for instructors employed on a part-time basis (members covered under this collective bargaining agreement) shall be “five hundred twenty-five instructional hours or 700 laboratory/non-teaching hours” per school year (academic year).

#### **ARTICLE VI. COMPENSATION**

Compensation for members of the bargaining unit shall include but not be limited to:

Salary/Wages  
Salary/Wages/Fringe Impact  
Step Increase

- 6.1 Salary Schedule-See Appendix A
- 6.2 Special Projects – see section 5.1.3
- 6.3 Equity Funding Distribution – Appendix B

#### **ARTICLE VII. HEALTH AND WELFARE BENEFITS**

7.1 Associate faculty members will be eligible for Health and benefits as required by state and federal law requirements, including, but not limited to, the federal Patient Protection and Affordable Care Act. The District shall have the right in its sole discretion to take any actions necessary and appropriate concerning compliance with state and federal law.

#### **ARTICLE VIII. CLASS SIZE**

8.1 The District shall have the sole discretion to determine class size. Class sizes shall be consistent with class sizes assigned to full-time faculty.

#### **ARTICLE IX. EVALUATION PROCEDURES AND PERSONNEL FILES**

9.1 Evaluation of Bargaining unit members will be conducted in accordance with the following procedures. Each unit member will be evaluated during the first semester of teaching in the District and at least once every six regular semesters thereafter. The following will apply:

9.1.1 Bargaining unit members will be notified at least two weeks in advance that the evaluation will be taking place. This notification will include information regarding the procedure for evaluation and the individual who will be performing the peer evaluation. Every effort will be made to schedule the evaluation at a time that is

mutually convenient for the bargaining unit member and the evaluator, and at a time that allows the evaluator to see the best practices of the bargaining unit member.

9.1.2 All evaluations will include a student evaluation of instruction.

- Student evaluations will typically be completed no sooner than the 12<sup>th</sup> week of instruction during a regular semester length course, or no sooner than the  $\frac{2}{3}$  point in a shorter length course; or no later than typically the 16<sup>th</sup> week of instruction during a regular semester length course, or the equivalent in a shorter length course.
- Bargaining unit members may have student evaluation surveys made of selected or of all courses that they are teaching in the semester being evaluated at the discretion of the District.
- Students will be asked to anonymously complete a standard evaluation form as adopted for District use in evaluation of all Faculty. This form will ask questions on course effectiveness to be answered with a numerical ranking and also allow for individual student comments.

9.1.3 All evaluations will include a peer review to be made by a faculty member or administrator who is familiar with standard teaching practices and procedures in the discipline being evaluated.

- Peer review will be completed no sooner than the 8<sup>th</sup> week of instruction during a regular semester length course, or no sooner than the  $\frac{1}{2}$  point in a shorter length course; nor no later than the 16<sup>th</sup> week of instruction during a regular semester length course, or the equivalent in a shorter length course.
- Peer review may occur in selected or in all courses being taught in the semester being evaluated at the discretion of the District.
- The District will develop a standard peer review form to be used in classroom observations in all disciplines. This form will consider a unit member's performance in several standard teaching areas and in classroom effectiveness and allow for extensive observational comments by the evaluator. The peer review observation report will note areas of strength and areas of improvement in the unit member's performance.
- A copy of the completed observation form will be given to the bargaining unit member being evaluated within five (5) working days of the evaluation.
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9.1.4 All evaluations will include a Self-Evaluation to be submitted by the bargaining unit

member.

- Self-evaluations will be completed no sooner than the 8<sup>th</sup> week of instruction during a regular semester length course, or no sooner than the ½ point in a shorter length course; nor no later than the 16<sup>th</sup> week of instruction during a regular semester length course, or the equivalent in a shorter length course.
- Self-evaluations may occur in selected or in all courses being taught in the semester being evaluated at the discretion of the District.
- The District will develop a self-evaluation form to be used by bargaining unit members in all disciplines. This self-evaluation form will include space for the unit member to describe his/her teaching philosophy, strategy, methodology and practices. It will also include space for the unit member to describe particular successes or challenges encountered during the semester.
- The bargaining unit member will turn in the self-evaluation form no later than the last regularly scheduled day of instruction for the course(s) being evaluated.

9.1.5 An administrator of the District or an appropriate designee will compile a final evaluation report. It is preferred that whenever possible the individual who conducted the peer evaluation also be the one to prepare the final evaluation report. The evaluation report will consist of the following:

- A report on the student evaluations, which will include a summary of the numerical results, a typed copy of all individual student comments, and a copy of the evaluation form used.
- A final copy of the peer evaluation report; which will include a copy of the peer evaluation observation form, peer review report of student evaluation results, and a peer review of the self-evaluation form. This report will note overall strengths of the unit member and note any areas in need of improvement or corrective actions (if any) to be taken by the unit member.
- The report will be mailed to the unit member's home address after grades have been submitted for the semester evaluated, but no later than four weeks after the end of the semester evaluated. The unit member will have the opportunity to respond in writing to the evaluation report; all responses must be submitted to the District within two weeks of receipt of the final evaluation report.

- The final evaluation report and written response (if any) will be included in the member's personnel file and may be used as a basis for consideration of future teaching or non-teaching assignments.

9.1.6 Nothing in this article shall preclude the District from conducting additional evaluations at its discretion.

## **ARTICLE X. LEAVES**

10.1 The District will provide sick leave to (associate faculty) Unit Members. Sick leave will be provided each semester at a rate equal to  $\text{lecture hours} \div 14$  and  $(\text{lab hours} \times .67) \div 14$ . A unit member may utilize a maximum of 3 weeks of sick leave in any single semester (i.e. an individual teaching a single 3 unit class could take up to 9 hours of sick leave or an individual having a full 60% load could take up to 27 hours of sick leave). The District retains the right to either replace or retain a substitute for any unit member absent for more than the 3 week period outline above. The provisions of this section exclude accelerated classes.

10.2 Sick Leave provided under this section will be computed using the above formula applied to the actual number of lecture and lab hours as reflected on the final payroll for the semester. Additionally, sick leave that remains unused at the end of the semester will be accumulated and be available at the beginning of the next regular semester the unit member is employed to work. The limitations on use of sick leave stated in section 10.1 apply. As a condition of payment for sick leave, the District may require the employee to provide a verification of the illness through the employee's physician.

10.3 Bereavement Leave – Associate Faculty shall be entitled to a maximum of three (3) days leave of absence, without loss of salary on account of death of any member of his/her immediate family. "Immediate Family" is defined as mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee.

## **ARTICLE XI. TRANSFERS AND VACANCIES**

11.1 It is the District's intent to provide reasonable continuity and predictability to the process for determining class assignments to Unit Members recognizing that:

- 11.1.1 Unit Members must meet minimum qualifications, or through equivalency, to serve as an academic employee in a Community College.
- 11.1.2 Unit members are at will employees and the District has the right to assign Unit Members based upon the needs of the District.
- 11.1.3 Assignment to a class is contingent upon full-time faculty receiving a full contract load plus one overload
- 11.1.4 Every effort will be made to provide notice of class assignment or cancellation of classes within a reasonable period of time.

## **ARTICLE XII. GRIEVANCE PROCEDURE**

### 12.1 Definitions

12.1.1 Grievance-A "grievance" is a written allegation by a grievant, or the Union, submitted as herein specified, claiming that there has been a misinterpretation, misapplication or violation of the specific terms of this Agreement.

12.1.1.1 "Grievance" as defined in this Agreement shall be brought through this Grievance Procedure. A grievance shall not include and this grievance procedure shall not apply to any of the following:

- a. Any matter upon which the District is without authority to act;
- b. Any alleged violation of law that does not also state a violation of a specific provision of this Agreement;
- c. The contents of performance ratings of members of the unit;
- d. Any attempt to alter or change this Agreement;
- e. Any non-renewal of a bargaining unit member's employment contract (however, upon written request of a non-renewed employee, the District shall consult with that employee. The employee may have representation present during the meeting);
- f. Any other matter not included in the definition stated in Section 12.1.1.

12.1.2 Grievant - A "grievant" may be any unit member covered by the terms of this agreement.

12.1.3 Day - A "day" (for purposes of this Grievance Article) is any day in which the administration office of the District is regularly open for business.

## 12.2 Miscellaneous

12.2.1 Failure by the grievant or Union to file the grievance at any level of this procedure shall be considered as a permanent withdrawal of the matter.

12.2.2 Failure by the District to respond to the grievance within the time limits of this procedure shall be deemed as a denial of the grievance and entitles the grievant or the Union to proceed to the next step.

12.2.3 Time limits under this Article XII may be waived by mutual written agreement.

12.2.4 The grievant is entitled to representation at every step of this grievance procedure.

12.2.5 Any grievance which arose prior to the effective date of this Agreement or which does not comply with the terms and requirements of a grievance shall not be processed under this Grievance Procedure.

## 12.3 Level I – Initial Filing

12.3.1 It is the responsibility of unit members who believe that they have a bona-fide complaint concerning their working conditions to discuss the issue with their department chair within twenty (20) working days of the time a unit member knew or reasonably should have known of an alleged grievance.

12.3.2 Within five (5) working days, the department chair shall give his/her oral response to the unit member. If such informal response does not resolve the problem to the unit member's, or Union's satisfaction, and if the complaint constitutes a grievance as herein defined, the unit member, or Union, may file a formal grievance in accordance with the following procedure.

## 12.4 Level II – Appeal to the Dean

The grievance shall be presented in writing by signing and completing all parts of the grievance form provided by the District. It shall be submitted to the appropriate Dean or designee (such designee shall hold the title of Dean or above) within five (5) working days from the conclusion of the informal resolution process (12.3).

12.4.1 The Dean shall consider and discuss the grievance in a meeting with the

grievant/Union to be held within five (5) working days of the presentation of the grievance. Within five (5) working days after the conclusion of the meeting, the Dean will submit the response thereto in writing to the grievant.

#### 12.5 Level III – Appeal to Vice President

If the written response of the Dean or their designee does not result in a resolution of the grievance, the grievant/Union, may appeal the grievance by presenting it to the appropriate Vice-President or designee (such designee shall hold the title of Vice-President or above), within five (5) working days of the receipt of the Dean's response.

12.5.1 The Vice-President or designee may investigate the grievance and shall set a meeting within five (5) working days with the grievant/Union, and such other personnel as appropriate to consider the grievance. Within five (5) working days after the conclusion of the meeting, the Vice-President or their designee will respond to the grievance in writing.

12.5.2 The parties may mutually agree to use a state mediator in a single mediation session unless otherwise agreed, in an effort to resolve the grievance. Any additional sessions shall be by mutual agreement of both parties.

#### 12.6 IV Mediation

12.6.1 The parties may mutually agree to use a state mediator unless otherwise agreed, in an effort to resolve the grievance.

12.6.2 If the written response of the Vice President or his/her designee does not result in a resolution of the grievance/union may appeal the response by filing a request with the District for mediation. Such request must be received in the District's office within 30 working days of the grievant/Union's receipt of the Vice President's response.

12.6.3 The role of the mediator is to assist the parties in resolving any/all issues. The mediator shall not have the authority to make decisions that is binding upon either party.

12.6.4 If after a reasonable time period the parties are not able to reach agreement (or if the mediator deems further mediation sessions unnecessary): the District or the grievant/Union may proceed to Level V of the grievance process.



## 12.7 Level V- Appeal to the Board of Trustees

Either the grievant/Union may appeal the decision of the Superintendent/President or designee to the Board of Trustees within fifteen (15) working days of the date of the decision rendered by Superintendent/President. If the Board of Trustees does not act on the appeal within forty-five (45) working days, the Superintendent/President or designee's decision shall be considered the full and complete resolution of the grievance and implemented in accordance with its terms. The decision of the Board of Trustees will be final.

### **ARTICLE XIII. ORGANIZATIONAL SECURITY/AGENCY FEES**

- 13.1 The UPTE-CWA membership ratification of this Agreement shall constitute notice to the District that UPTE-CWA has implemented this Article, providing for fair share service fee collection. However, membership in the Union shall be the personal choice of each employee in the bargaining unit. This section provides for membership dues or fair share service fee collection. The termination of the Agreement, however, shall not constitute a basis for cessation of said implementation.
- 13.2 No later than thirty (30) days following the date of ratification, the District shall provide UPTE-CWA with computer readable data containing the name, employee identification number, title, campus mailing address, home mailing address, appointment type, last date of hire with continuous employment, pay rate and department for each employee who is employed in the bargaining unit in the last payroll period preceding that date.
- 13.3 At least three (3) weeks prior to the start of each semester after the implementation of the Article, the District shall provide UPTE-CWA with computer readable data containing the name, employee identification number, title, campus mailing address, home mailing address, appointment type, date of hire, pay rate, and department for each employee in the bargaining unit in the last payroll period preceding that date.
- 13.4 The District shall provide UPTE-CWA with computer readable data containing the name, employee identification number, title, campus mailing address, home mailing address, appointment type, date of hire, pay rate, and department for each newly hired bargaining unit

member as soon as practicable, but no later than (30) thirty days of his/her appointment.

- 13.5 At least once each month following implementation of this Article, the District will provide UPTE-CWA with computer readable data indicating the changes that have occurred within the bargaining unit (e.g., new hires, salary adjustments, transfers, promotions, discharges or other terminations, home addresses, etc.). This data will include containing the name, employee identification number, title, campus mailing address, home mailing address, appointment type, date of hire, pay rate, and department for each affected bargaining unit member.
- 13.6 UPTE-CWA will provide the District with the formula for calculating membership dues for members and fair share service fees for non-members. Upon notice to the District from UPTE-CWA, the District shall begin deducting membership dues for members and fair share service fees for non-members from the wages of bargaining unit members and shall thereafter continue to do so on a monthly basis. As soon as practicable after deducting said dues and fees, the District shall remit said dues and fair share service fees to UPTE-CWA on a monthly basis. At the same time, the District will provide a list (in computer readable data form) of the bargaining unit members from whom deductions have been taken, including their name, employee identification number, total gross monthly pay, title, department and amount of dues/fees deducted.
- 13.7 If through error, the full amount due to be deducted is not deducted and remitted to UPTE-CWA, the District will, upon written request from UPTE-CWA and notice to the affected employee, provide subsequent deductions until the shortage is corrected. For its part, UPTE-CWA shall promptly refund to the employee any deductions erroneously withheld from the employee's wages by the District and paid to UPTE-CWA.
- 13.8 The parties acknowledge that the agency shop organizational security arrangement described in this article is subject to subsequent changes, if any, arising in applicable law, including decisional law.
- 13.9 An employee who is a verified member of a religious body within the meaning of Section 3546.3 of the Government Code shall not be required to financially support the Union as a condition of employment. Such employee, in lieu thereof, shall file a detailed written objection with the Union and the District. The employee must establish the basis for the religious exemption and request that the Union pay a sum equal to his/her fair share service fee to one of the four non-religious, non-labor, charities exempt from taxation under Section

501 (c) (3) of Title 26 of the Internal Revenue Code as designated in this Agreement. If accepted, the Union agrees to forward such amounts to the designated charity.

1. Mt. San Jacinto College Foundation
2. American Red Cross
3. Pediatric Aids Foundation
4. United Way

13.9.1 Any employee claiming religious exemption as set forth above and who requests that the grievance procedure of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance procedure.

#### **ARTICLE XIV. SAVINGS AND SEVERABILITY PROVISION**

14.1 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 except to the extent permitted by law, but all other provisions will continue in full force and effect.

The parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for the severed Article or Section.

#### **ARTICLE XV. COMPLETION OF MEET AND NEGOTIATION**

15.1 During the term of this agreement, the Union and the District mutually and expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Union at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

15.2 In Connection with negotiations for the 2021-22 academic year, either the District or UPTE/SWA shall be entitled to reopen negotiations for the next Academic Year, with up to two articles and compensation being able to be reopened. In order to reopen negotiations, a party wishing to reopen negotiations must notify the other party on or before October 1, 2021, and must provide its initial proposals to the other party no later than October 28, 2021.

15.3 The parties agree that the understandings and agreements arrived at by the parties after the exercise of the right of collective bargaining under the Educational Employment Relations Act are set forth in this agreement and as such constitute the full and complete commitments of both parties.

**ARTICLE XVI. SAFETY**

16.1 Reporting: Unit members have a responsibility to advise the District immediately of any conditions on school premises which constitute an unreasonable danger to the health, safety or welfare of students, employees or the public.

16.2 Safety Committee: The District shall allow for unit member representation on any committee appointed by the District for the purpose of investigating, developing and promulgating safety programs which significantly affect unit members.

16.3 The District will provide to Associate Faculty members copies of all safety documents which are appropriate to their job performance in the following manner:

16.3.1 Appropriate reporting forms will be made available in the Associate Faculty workrooms on both campuses, in the Instruction Offices on both campuses, and any other location deemed appropriate by the District.

16.3.2 Sections of the MSJC Safety Policy Manual that are directly relevant to classroom activities will be included in the Faculty Handbook, which is distributed to Associate Faculty members each semester.

16.3.3 At least one (1) copy of the complete MSJC Safety Policy Manual will be made available to Associate Faculty in the Associate Faculty workrooms and Instruction Offices on both campuses.

16.3.4 A brief presentation on the requirements Associate Faculty must follow to insure a safe working environment will be included at the Associate Faculty orientation held at the beginning of each Fall and Spring semester.

The District continues its commitment to provide every employee a safe working environment. Unit Members will not be required to work under unsafe conditions or to perform tasks which would endanger them. Alternately, Unit Members will be required to report, in writing, any unsafe conditions. The District will respond to the Unit Member's report.

- Be safe in the workplace
- Report unsafe conditions

- Expect a response
- Expect a resolution

**ARTICLE XVII. CONCERTED ACTIVITIES**

- 17.1.1 The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 17.1.2 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 17.1.3 It is understood that in the event this Article is violated, the District shall be entitled to withhold from the Union any rights, privileges or services provided for in this Agreement or in the District policy.

**ARTICLE XVIII. TERM**

This agreement shall be and remain in effect up to and including June 30, 2022.

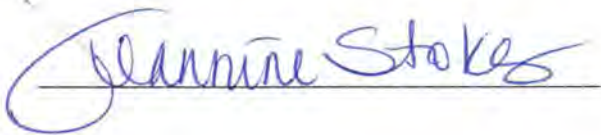
This Agreement shall cover the 2019-2020, 2020-2021 and 2021-2022 academic years, and shall terminate June 30, 2022.

Negotiations for the 2019-2020 and 2020-2021 academic years are closed.

Signed and entered into this \_\_\_\_ day of \_\_\_\_\_

Mt. San Jacinto Community College District

University Professional and Technical  
Employees-Communication Workers  
Of America (UPTE-CWA)



**APPENDIX A**

**ASSOCIATE FACULTY**

**HOURLY SALARY SCHEDULE**

Board Approved [March 4, 2019]

- a. A four-percent (4%) increase to all steps commencing August 1, 2019**
- b. A two-percent (2%) increase to all steps from their 2019-20 levels commencing August 1, 2020.**

**4 % increase effective August 1, 2019**

<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
52.493	55.331	58.169	61.006	63.844

**2 % increase effective August 1, 2020**

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
53.542	56.438	59.332	62.226	65.121

#### LABORATORY/NONTEACHING HOURLY RATES

1-6 Semesters	Step 1
7-12 Semesters	Step 2
13+ Semesters	Step 3

#### LECTURE HOURLY RATES

1-6 Semesters	Step 3
7-12 Semesters	Step 4
13+ Semesters	Step 5

### APPENDIX B

#### Equity Funding Distribution Formula

1. Seniority Points – each associate faculty member will receive one point for each semester they have worked for the District beginning in 1998. The maximum number of seniority points which can be earned is 16 (eight semesters)
2. Workload Points – the maximum allowable workload for associate faculty is 60% of a full-time load. Each associate faculty members' workload is recorded and paid in contact hours. An associate faculty member may have an assignment of up to 60% of 162 lecture contact hours, 216 laboratory contact hours or a percentage combination of the two. Workload points are computed as follows:
  - a. Contact Lecture hours divided by 18 = "x" # of points up to 9
  - b. Contact Laboratory hours divided by 54 = "x" # of points up to 4
3. Individual Total Points – are determined by adding #1 (seniority points) and # 2 (load points) above.
4. Determining the multiplier factor - the factor will be determined by adding the individual total points together to arrive at a Grand Point Total for all employees on the distribution roster. Next divide each individual total by the grand total to arrive at the "factor" (fraction of 1) which becomes the multiplier.

5. The total amount of the state equity distribution is then multiplied by each individual's factor. This determines the dollar amount each individual will be entitled to as their part of the semester's equity distribution.

**APPENDIX C**

**ASSOCIATE FACULTY STATEMENT OF GRIEVANCE / FORMAL PROCEDURE**  
Mt. San Jacinto Community College

Employee Name: <input type="checkbox"/>			
City/State/Zip: <input type="checkbox"/>		Telephone Number: <input type="checkbox"/>	
Date of Alleged Grievance: <input type="checkbox"/>		Date Formal Grievance is Filed (Step 2): <input type="checkbox"/>	

**Informal Grievance – Step 1**

Date Grievant Notified Division Chair/Director (Step 1): <input type="checkbox"/>	Date Division Chair/Director gave verbal response (Step 1): <input type="checkbox"/>
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Specific articles and sections alleged to have been violated:
Note: Written statements/responses can be attached if more space is needed.
Employee's statement of alleged violation and grievance. State specific facts about what has occurred. Provide full facts necessary to support your position.



