

TENTATIVE AGREEMENT

October 7, 2022

This Tentative Agreement is entered into by and between the Mt. San Jacinto Community College District (“MSJ” or “District”) and the University Professional and Technical Employees – Communication Workers of America (“UPTE-CWA”). MSJC and UPTE-CWA may be referred to herein as “Party” or collectively as “Parties”.

Any issue, subject or matter discussed by the District and the UPTE-CWA during negotiations over the 2021-2022 bargaining proposals not contained in the document shall be considered withdrawn by the party presenting it. Any “oral agreement” or “understanding” not reflected in writing herein shall have no force or effect.

NOW, THEREFORE, the Parties hereto agree as follows:

Article V: Workload and Assignment

The Mt. San Jacinto Community College District proposes the following modifications to

Article 5

Article 5.1.3 – status quo.

Article 5.3.4 –

In the spirit of ~~shared~~ **participatory** governance, Associate Faculty who are elected/selected to serve on the District ~~shared~~ **participatory** governance committees official representatives of the UPTE/CWA membership will receive a stipend of ~~\$150.00~~ ~~\$400.00~~ ~~\$250.00~~ ~~\$350.00~~ **\$250.00** per semester of service. Associate Faculty members will be required to attend a minimum of 75% of the regularly scheduled meeting held by the committees.

~~Additionally, Associate Faculty who are selected to serve on committees considered part of the college’s shared governance structure, including but not limited to: Curriculum Committee, Career Education Advisory Committee, Strong Workforce Program Committee, Campus and Community Engagement Committee, Physical Resources Committee, Diversity and Equity Committee, etc., will receive a stipend of \$400.00 per semester of service.~~

Associate Faculty who are elected to serve on the Academic Senate will receive a stipend of ~~\$70~~**250.00** 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.

Remainder of Article 5.3.4 – Status quo.

~~5.3.5 Non-teaching associate Faculty who work hourly schedules will be allowed a paid thirty-minute (30) lunch break and two paid fifteen (15) minute breaks when working more than six (6) hours in any work day.~~

5.3.5 Non-teaching associate Faculty who work hourly schedules will be allowed a ~~paid~~ thirty-minutes (30) lunch break and two paid fifteen (15) minute breaks when working more than six (6) hours in any workday.

Article 5.3.5 6

Extensive Lab rates to be effective in the next semester following full ratification of the tentative agreement. Determining an Extensive Preparation Laboratory will be based on the following:

1. In addition to requiring planning and substantially more preparation on the part of the instructor, the class also requires that the student learn basic discipline specific academic information and skills in order to be an effective participant in the class.
2. Typically, such classes have as a primary function the teaching of new and additional concepts which are more than reinforcement of principles taught in the lecture component of the course. An extensive preparation laboratory class may be thought of as a stand-alone course, requiring extensive homework assignments and exams.
3. Criteria for determining an extensive preparation laboratory are as follows:
 - i. The laboratory requires the active, continuing presence of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.
 - ii. The laboratory requires extensive student preparation from text and lecture material prior to and after each laboratory session;
 - iii. The laboratory requires evaluation of student performance on a regular basis in the same manner as in a Lecture class;
 - iv. The laboratory is connected to an extensive classroom lecture program and is supplemented with assigned readings; and
 - v. The laboratory requires that instructors are involved with professional development equivalent to that in lecture courses to maintain proficiency in the areas covered by the laboratory work.

The District proposes status quo for the remainder of Article 5.

Article 6: Compensation

The District proposes a ~~four~~ **Six and one-half** percent ~~(4%) (4.5%) (6.5%) retro to July 1, 2022, for all those who are still in active status~~ across the board salary increase effective 60 days after full ratification of the tentative agreement.

The District proposes a one time off schedule payment of \$661.00 for all unit members who are still in active status effective 60 days after full ratification of the tentative agreement.

Negotiations for the 2021-2022 academic year are closed.

Oct 7, 2022

Oct 10, 2022

Date

Date

Jeannine Stokes

Sandra Blackman

[Sandra Blackman \(Oct 10, 2022 06:42 PDT\)](#)

Jeannine Stokes, for
Mt. San Jacinto Community College District

Sandra Blackman, for
University Professional and Technical
Employees-Communication Workers
Of America (UPTE-CWA) Local 9119







MSJC.CWA.UPTA 9.26.2022 TA

Final Audit Report

2022-10-10

Created:	2022-10-07
By:	Jeannine Stokes (jstokes@msjc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA09IL5e0YfI4x3LsjTuqnYaejAf1YX9td

"MSJC.CWA.UPTA 9.26.2022 TA" History

-  Document created by Jeannine Stokes (jstokes@msjc.edu)
2022-10-07 - 9:12:13 PM GMT - IP address: 23.242.115.130
-  Document e-signed by Jeannine Stokes (jstokes@msjc.edu)
Signature Date: 2022-10-07 - 9:12:51 PM GMT - Time Source: server- IP address: 23.242.115.130
-  Document emailed to Sandra Blackman (sblackman@msjc.edu) for signature
2022-10-07 - 9:12:52 PM GMT
-  Email viewed by Sandra Blackman (sblackman@msjc.edu)
2022-10-07 - 9:12:57 PM GMT - IP address: 40.94.30.254
-  Document e-signed by Sandra Blackman (sblackman@msjc.edu)
Signature Date: 2022-10-10 - 1:42:27 PM GMT - Time Source: server- IP address: 172.248.115.115
-  Agreement completed.
2022-10-10 - 1:42:27 PM GMT