Letter of Understanding
Between
San Joaquin Delta Community College District
And
San Joaquin Delta College Teachers Association

A. Background

This Letter of Understanding (LOU) follows the processing of SJDCTA’s February 9, 2011 grievance through Step Five of Article VIII. San Joaquin Delta College Teachers Association (SJDCTA) and the San Joaquin Delta College (the District) agreed, under Article 8.1.3.4, to start the grievance at Step Four of Article VIII of the Master Contract of 2010-2013, with the Superintendent/President. While the parties agreed to start the grievance at Step Four, there was not a meeting of the minds between the District and SJDCTA about what it meant to start the grievance at Step Four. SJDCTA believed that starting the grievance at Step Four meant the grievance would go directly to a hearing (Article 8.1.3.5). The District, however, believed that starting the grievance at Step Four meant that it would conduct its initial review of the grievance as filed at Step Four (Superintendent/President), and respond to the written grievance, prior to any Step Four hearing.

The District issued its response, dated February 20, 2011, rejecting the grievance on the basis that the “issues raised do not form the appropriate basis for a grievance.” SJDCTA’s response, date stamped in Human Resources on March 14, 2011, restated SJDCTA’s position, citing violations of Board Policy and Article 8.1.2.1, specifically, “safety conditions of employment.” The matter was presented to the Board of Trustees during its April 5, 2011 meeting as a Level Five Grievance Appeal from SJDCTA. During the discussion of this item, SJDCTA, based on its interpretation of Article VIII, took issue with the fact the matter was not properly before the Board as the matter should have gone to a hearing as provided under Step IV. The Board voted to uphold then Interim President, Dr. Cota’s decision, rejecting the grievance.

B. Future Grievances Under Article VIII

This LOU between SJDCTA and the District is intended to clarify the scope of the term “safety conditions of employment” contained in Article 8.1.2.1.

“Safety conditions of employment” as referenced in Article 8.1.2.1, means a term and condition of employment under EERA (Government Code § 3543.2). As defined by PERB, “safety conditions of employment” are not limited to floods, earthquakes and signage, and can, depending on the factual circumstances of the particular case include matters concerning a unit member’s working environment, such as matters relating to wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, class load, or procedures to be used for the evaluation of faculty members, as contained in negotiated agreements or Board policy or administrative procedures.

For the District:

Dianna R. Gonzales
Director of Human Resources
Date

For the Association:

James L. McBride
Chief Negotiator
Date

Dr. Kathleen Hart
Acting President/Superintendent
Date