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**TENTATIVE AGREEMENT BETWEEN THE
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
AND THE SAN MATEO COMMUNITY COLLEGE FEDERATION OF TEACHERS,
LOCAL 1493, AFT, AFL-CIO
June 6, 2022**

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This Tentative Agreement between the San Mateo Community College District and the San Mateo Federation of Teachers, Local 1493, AFL-CIO, is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

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ARTICLE 17
GRIEVANCE PROCEDURE

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17.1 DEFINITIONS: The following definitions shall apply to the grievance procedure:

17.1.1 A “grievance” is defined as an alleged violation of a specific article or section of this Agreement that personally and adversely affects the grievant.

17.1.2 A “working day” is any day of service in the calendar year.

17.1.3 A “grievant” may be an employee, group of employees, or the Union. The Union may file grievances over alleged violations of the contract.

17.1.4 A “party in interest” is a person or persons making a claim of grievance or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

17.1.5 A “complaint” is an allegation that there has been a misinterpretation, misapplication, inequitable application, or violation of any policy of the District to the extent that the individual believes to have been adversely affected. Complaint issues relating to District Rules and Regulations or District Policy are not subject to grievance and are heard through standard administrative channels.

17.2 PURPOSE: The purpose of this grievance procedure is to provide for the processing of a claim of grievance, and to secure, at the lowest possible level, solutions to problems that arise under this Agreement.

17.2.1 This grievance procedure is intended to supplement but not supplant normal and usual procedures for solving personnel problems. Problems involving matters other than alleged violations of a specific article or section of this Agreement are to be resolved through standard administrative channels.

17.3 LEVEL I: A grievance will first be discussed orally with the grievant’s immediate supervisor with the objective of resolving the matter informally. In the event the grievant is not satisfied with the attempted or suggested resolution by informal means, the grievant may submit a formal grievance in writing to the College President with a copy to the immediate supervisor. The date of receipt by the College President of the written grievance will be considered the “filing date.”

52 17.3.1 No grievance shall be recognized unless it shall have been presented at Level I
53 within thirty (30) working days after the grievant knew or, with reasonable
54 diligence, should have known of the act or condition and its aggrieving nature
55 that forms the basis of the grievance, and if not so presented, the grievance will
56 be considered as waived.
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58 17.3.2 A written statement at Level I shall include:
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- 60 1. a description of the specific grounds for the grievance, including names,
61 dates and places necessary for a complete understanding of the
62 grievance;
63
- 64 2. a listing of the specific article or section of this Agreement alleged to have
65 been violated; and
66
- 67 3. a listing of specific actions requested of the District that will remedy the
68 grievance.
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70 17.3.3 If a formal grievance has been filed, the grievant may: (a) discuss the grievance
71 personally, or (b) request that a representative accompany him/her. In all cases,
72 a Level I meeting will be scheduled within seven (7) working days of the filing
73 date, unless a later date is mutually agreed to.
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75 17.3.4 The College President shall, within ten (10) working days following the meeting to
76 discuss the grievance, render his/her decision and the reasons therefore, in
77 writing, to the grievant. A copy of the decision at this level shall be sent to the
78 Vice Chancellor, Human Resources and the Union.
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80 **17.4 LEVEL II:** If the grievant is not satisfied with the disposition of the grievance at Level I,
81 the grievant may file ~~for~~ a Level II hearing appeal within ten (10) days of the receipt of
82 the Level I decision, or within fifteen (15) days of the close of the hearing meeting at
83 Level I if no Level I decision has been rendered, whichever is sooner. Grievants not
84 complying with the above time constraints for filing at Level II will be deemed to have
85 waived their rights to a Level II hearing appeal. A grievant filing for a Level II hearing
86 appeal will forward the written grievance to the Office of the Chancellor. The written
87 statement at Level II shall include the following:
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- 89 1. all of the information required for the Level I grievance statement;
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- 91 2. a list of the reasons why the College President's proposed resolution of
92 the grievance is unacceptable;
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- 94 3. a listing of specific actions requested of the District which will remedy the
95 grievance; and
96
- 97 4. a request for a conference with the Chancellor or designee if desired.
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99 17.4.1 The grievant and/or Union may request a conference with the
100 Chancellor/designee. If the grievant and/or Union requests a conference at Level
101 II, the request shall be granted. When a hearing conference has been
102 requested at ~~a~~ Level II meeting, it will be scheduled within ten (10) working days
103 of the appeal date, unless a later date is mutually agreed upon. The grievant,

104 may request the presence of a Union representative or representatives at any
105 conference.

106
107 17.4.2 The Chancellor/designee shall render a written decision to the grievant within ten
108 (10) working days after the conference at Level II if one has been requested, or
109 within (10) working days after receipt of the grievance if no conference is held.
110 Information copies of the decision shall be sent by the Chancellor/designee to the
111 grievant's immediate supervisor, the College President, the Union, and to any
112 representative designated by the grievant.

113
114 **17.5 LEVEL III:** If the grievant is not satisfied with the disposition of the grievance at Level II,
115 the grievant may request, through the Union, that the grievance be arbitrated. Such
116 written request shall be filed in the office of the Assistant Chancellor for Human
117 Relations within ten (10) working days after receipt of the written decision at Level II. The
118 Union shall retain the right to determine which grievances may proceed to arbitration.

119
120 17.5.1 A Certified Shorthand Reporter shall be employed to record verbatim the entire
121 arbitration hearing if requested by either the Union or the District. In any case in
122 which a shorthand reporter is involved, the parties shall share equally the cost of
123 such reporter including per diem, mileage, and other out-of-pocket expenses. If
124 the arbitrator requests a shorthand reporter, the parties shall likewise share
125 equally the cost of such reporter. The cost of transcripts shall be borne by the
126 party ordering such transcripts. All other expenses shall be borne by the party
127 causing them to be incurred.

128
129 17.5.2 When arbitration has been requested, the parties shall contact the California
130 State Conciliation Service for a list of arbitrators. The Union and the Vice
131 Chancellor, Human Resources, or his/her designee, shall alternately strike
132 names from such list until only one (1) name remains. This person shall be
133 designated as the arbitrator, and shall proceed to hear the grievance.

134
135 17.5.3 The function of the arbitrator shall be:

- 136
137 a) To hold a hearing concerning the grievance, and
138
139 b) To render an advisory award within thirty (30) days after the close of the
140 hearing.

141
142 17.5.4 Once the arbitrator has been selected, hearings shall commence and be held at
143 the convenience of the arbitrator. However, hearings shall be confined to working
144 days.

145
146 17.5.5 Unless mutually agreed to by both parties, neither the District nor the Union shall
147 be permitted to assert any grounds or evidence before the arbitrator that was not
148 previously disclosed to the other party. The arbitrator shall consider only those
149 issues that have been properly carried through prior steps as required by the
150 provisions of this grievance procedure.

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152 17.5.6 The arbitrator shall not render any award that conflicts with or alters this
153 Agreement or violates State and/or Federal. It is understood, however, that the
154 arbitrator shall interpret the Agreement in accordance with acceptable rules of
155 contract construction.

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17.5.7 The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper and fix the effective date of any such award or finding.

17.5.8 Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the Union and the District.

17.6 **LEVEL IV:** Either the grievant or the responding party may appeal the advisory award of the arbitrator to the Board of Trustees within ten (10) working days after the receipt of such advisory award.

17.6.1 The Board of Trustees shall render its decision within twenty (20) working days after receipt of the appeal at this level, or twenty (20) working days after receipt of the transcript of the arbitration hearing, whichever comes later. The decision of the Board of Trustees shall be final and binding on all parties, except that no rights of the grievant to further legal action shall be abrogated.

17.7 **GENERAL PROVISIONS:** The following general provisions shall apply:

17.7.1 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.

17.7.2 Time allowances set forth at each level may be extended by mutual consent of the grievant and the responding party and extensions will be made based upon vacation schedules if so requested by either the Union or the District.

17.7.3 Should the hearing of any grievance require that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

17.7.4 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

17.7.5 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

17.7.6 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control that is relevant to the issues raised by the grievance.

17.7.7 Any grievance that arose prior to the effective date of this Agreement shall not be processed according to these procedures.

17.8 **BINDING ARBITRATION PILOT**

The District and the Union Agree to a pilot of three years (3) of binding arbitration to replace advisory arbitration in Article 17, which shall begin the first business day after adoption of the successor Agreement by the Governing Board. Immediately upon expiration of the three-year period, the Binding Arbitration Pilot will automatically sunset and the award of arbitration will again be advisory unless the parties mutually agree

208 through negotiations to continue binding arbitration. "Year" for the purposes of this Article
209 means 365 calendar days.

210
211 Binding Arbitration shall be available only with regard to disputes that are otherwise
212 subject to grievance through Level III (Arbitration) pursuant to Article 17 (Grievances) and
213 Article 25 (Discipline). Access to binding arbitration shall be further limited as follows:
214

215 Tenure-track and tenured faculty. For the purposes of the Binding Arbitration Pilot issues
216 relating to permanent (i.e., tenure-track and tenured) faculty will be eligible for binding
217 arbitration, except that nothing related to the Tenure Review process shall be subject to
218 binding arbitration.


219
220 Temporary faculty. For the purposes of the Binding Arbitration Pilot

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222 All contract disputes pertaining to Article 19.2 shall be subject to advisory arbitration only.
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224 All other matters pertaining to non-permanent employees under Article 19 will be eligible
225 for binding arbitration for part-time faculty members, only if the temporary faculty member
226 has received two (2) consecutive satisfactory evaluations or has been given an
227 assignment for eight (8) semesters with no negative evaluations.
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229 The number of grievances eligible for binding arbitration shall be capped at three per year
230 during this pilot period.
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232 San Mateo County Community
233 College District

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235 Randy Erickson (Jun 6, 2022 23:33 PDT)

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San Mateo Federation of Teachers, Local 1493,
AFT, AFL-CIO

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235 Joaquin J. Rivera (Jun 9, 2022 11:49 PDT)

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Final Audit Report

2022-06-09

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