GRIEVANCE RESOLUTION AGREEMENT
Between
THE COLLEGE OF THE SEQUOIAS
And The
COLLEGE OF THE SEQUOIAS TEACHERS ASSOCIATION

The College of the Sequoias ("College") and the College of the Sequoias Teachers Association ("COSTA" or "Association") hereby enter into this Grievance Resolution Agreement in full and final resolution of COSTA’s June 8, 2011 grievance regarding increases in co-pay for emergency room visits required in conjunction with unit members’ health coverage beginning October 1, 2011.

This Settlement Agreement is made for the following purposes and with reference to the following facts:

RECITALS

A. By email dated June 8, 2011, COSTA filed its grievance alleging a reduction of medical benefits based on a change in the health insurance provided to COSTA bargaining unit members through California’s Valued Trust. The Association challenged the increase in the co-pay charged per emergency room visit from $35.00 to $75.00, and alleged that this increased co-pay constitutes a reduction in the health insurance benefits plan.

B. COSTA’s grievance further alleged that as of the October 1, 2011, the effective date of the foregoing increase in the co-pay per emergency room visit, the College violated section 10.1 of Article X on “Employee Benefits” by failing to provide a benefit plan equivalent to or better than the plan in force on the date of ratification of the parties’ 2007-2010 Master Agreement and further violated section 4.1 of Article IV on “Maintenance/Application of Standards” by reducing the benefits enjoyed by faculty as of the effective date of the Master Agreement.

C. The College denies COSTA’s allegations that it failed to provide medical plan benefits equivalent to or better than the plan in force on date the Master Agreement was ratified and further denies any violation of either Article X, section 10.1, or Article IV, section 4.1 of the Master Agreement.

D. The parties met several times after the filing of the grievance in order to discuss a potential resolution to the matters in dispute. When talks no longer were productive, the State Mediation and Conciliation Service was notified, an arbitrator (Christopher Burdick) was selected by a strike off method, and an arbitration hearing was scheduled to take place on the 25th and 26th of June 2012.

E. The Parties wish to enter into this Settlement Agreement to resolve the grievance filed June 8, 2011 and avoid further expense and litigation.

NOW THEREFORE, the Parties agree to the following terms and mutual promises in full and final settlement of this dispute:

TERMS OF AGREEMENT

1. EMERGENCY ROOM CO-PAY REIMBURSEMENT. The College agrees to reimburse each COSTA unit member and retiree for increases in the co-pay per emergency room visit in excess of $35 per visit up to a maximum of $100 per visit.
a. **Time for Filing Emergency Room Co-Pay Reimbursement Claims.** All claims for reimbursement of increases in the amounts paid for emergency room visits in excess of $35 per visit up to a maximum of no more than $100 per visit between October 1, 2011 and August 31, 2012 shall be submitted no later than September 30, 2012 to the Foundation for Medical Care, 3335 S. Fairway, Visalia, CA 93277. All claims for reimbursement for increases in emergency room co-pays after September 1, 2012 shall be submitted to the Foundation for Medical Care for processing within thirty (30) calendar days of the date in which the unit member/retiree paid the increase in the emergency room co-pay.

b. **Documentation Required for Emergency Room Co-Pay Increase Reimbursement.** Any claim for reimbursement for the increase in emergency room co-pay must be presented on the claim form provided by the Foundation for Medical Care together with receipts or other documentation evidencing payment of the co-pay. A copy of such claim form, entitled “COSTA Employee/Retiree Emergency Room Co-Pay Claim Form,” in a format suitable for printing, will be available on the COS website.

c. **Reimbursement Claim Processing.** The District will arrange for and pay the costs associated with the processing of emergency room visit co-pay reimbursement claims through the Foundation for Medical Care. Only those reimbursement claims submitted in accordance with the time lines as set forth in Section 1a above and accompanied by the documentation required by Section 1b above will be processed for reimbursement. Assistance will be available to those needing help in filling out the claim form. Reimbursements shall be made within a reasonable time following proper claim submission.

2. **EMERGENCY ROOM CO-PAY IN EXCESS OF $100 PER VISIT.** In the event that the California’s Valued Trust increases the emergency room co-pay to an amount that exceeds $100 per visit, the College and COSTA agree to meet and negotiate the parties’ respective obligations with regard to payment of the amount in excess of $100 per visit. If, after engaging in good faith negotiations, the parties are unable to resolve this issue, nothing in this Agreement shall be construed to waive or otherwise limit either party’s rights with regard to payment of co-pay amounts in excess of $100 per emergency room visit.

3. **COSTS TO ADMINISTER AGREEMENT.** Subject to the requirements of Section 6 below, the District shall pay all costs to administer this Grievance Resolution Agreement to the extent of the following:

a. As stated in Section 1a above, the College shall arrange for and pay the costs, fees, and charges incurred for the services of the Foundation for Medical Care in processing all emergency room co-pay reimbursements.

b. The College shall pay the cancellation fees as charged by arbitrator Christopher Burdick.

4. **WITHDRAWAL OF GRIEVANCE WITH PREJUDICE.** In consideration of the foregoing, COSTA agrees to withdraw the above-referenced grievance with prejudice.

5. **FUTURE NEGOTIATIONS.** The College and COSTA agree that this Grievance Resolution Agreement shall remain in effect unless otherwise negotiated, modified or terminated by mutual written agreement of the parties.
6. **NO ADMISSION OF LIABILITY.** This Agreement and Release does not constitute an admission of liability or wrongdoing by any party.

7. **GENERAL RELEASE.** COSTA hereby releases the College, its officers, agents, executives, employees and trustees, both existing and prospective, successors and assigns from any and all claims, demands, grievances, arbitrations, unfair practice charges, debts, liabilities, accounts, obligations, costs, expenses, liens, actions, causes of action (at law, in equity, or otherwise), rights, rights of action, rights of indemnity (legal or equitable), rights to subrogation, rights to contribution and remedies of any nature whatsoever, known or unknown, suspected or unsuspected, whether based on tort, contract, statute, or other legal or equitable theory of recovery, which COSTA may have against the College, arising out of the facts and circumstances which are the basis of, or could have been raised by, or in connection with the above-referred grievance.

The Parties further agree that all rights under Section 1542 of the Civil Code of the State of California are hereby expressly waived. Section 1542 of the Civil Code referred to hereinafter reads as follows:

_A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR._

8. **ENTIRE AGREEMENT AND SEVERABILITY.** This Grievance Resolution Agreement constitutes the entire agreement and understanding between the parties regarding the emergency room co-pay grievance filed on June 8, 2011. There are no oral understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Grievance Resolution Agreement. All prior understandings, terms, or conditions are deemed merged into this Grievance Resolution Agreement. The parties further agree that should any portion of this Grievance Resolution Agreement be deemed unenforceable by a court of competent jurisdiction, the unenforceable provision shall be severed from the remainder of this Grievance Resolution Agreement and shall not affect the validity and enforceability of the remainder of the Agreement.

9. **MUTUAL AGREEMENT.** The Parties agree to cooperate and work in good faith with each other regarding implementation of the Grievance Resolution Agreement. Parties further acknowledge that this Grievance Resolution Agreement was mutually drafted through the cooperation of the parties.

10. **AUTHORITY TO EXECUTE.** Each party acknowledges and warrants that it has authority to enter into this Grievance Resolution Agreement and, further, that the person or persons executing this Grievance Resolution Agreement on their behalf are fully authorized to do so.

11. **ATTORNEYS’ FEES AND COSTS.** Each party agrees that it shall bear its own attorneys’ fees and costs incurred in this matter, up to and including the execution of this Grievance Resolution Agreement.

12. **BOARD RATIFICATION.** The Parties understand and agree that this Grievance Resolution Agreement shall be effective only upon ratification by the College of the Sequoias Community College District Board of Trustees. Arbitrator Chris Burdick shall retain jurisdiction in the matter of COSTA’s June 8, 2011 grievance until this Grievance Resolution Agreement is ratified by the Board of Trustees. If the Board of Trustees fails to ratify this Agreement, the June 8, 2011 grievance will
be submitted to arbitration, a date or dates for the arbitration hearing will be scheduled and Mr. Burdick shall serve as the presiding arbitrator.

Executed on the 25th day of June, 2012:

**For the Association:**

Ed Sense, President
COSTA

Kevin Picciuto, Chair
COSTA Grievance Committee

- Lisa Greer, President-Elect
COSTA

Paul Tidwell, Benefits Chair
COSTA

**For the District:**

Stan Carrizosa,
Superintendent/President

John Bratsch,
Dean, Human Resources/Legal