

**COLLEGE OF THE SEQUIOIAS COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees Meeting**  
July 13, 2020

**RATIFICATION OF TENTATIVE AGREEMENT  
REACHED BETWEEN THE DISTRICT AND COSTA ON  
2020-2021 REOPENERS**

**8**

<b>Status:</b>	<b>Action</b>
Presented by:	John Bratsch Dean, Human Resource Services & Legal Affairs

**Issue**

The Board of Trustees must ratify all collective bargaining tentative agreements reached between College of the Sequoias Community College District (“District”) and the College of the Sequoias Teachers Association (“COSTA”).

**Facts**

In June of 2020, negotiation teams from the District and COSTA reached a tentative agreement on 2020-2021 reopeners (see attached). COSTA faculty members have already ratified this tentative agreement.

**Recommended Action**

It is recommended the Board of Trustees ratify the tentative agreement reached between the District and COSTA.

## **TENTATIVE AGREEMENT**

between the

**COLLEGE OF THE SEQUOIAS COMMUNITY COLLEGE DISTRICT (DISTRICT)**

and the

**COLLEGE OF THE SEQUOIAS TEACHERS' ASSOCIATION (COSTA)**

on

**REOPENERS (2020-2021)**

### **FACTS**

1. The College of the Sequoias Community College District ("District") and the College of the Sequoias Teachers' Association ("COSTA") are parties to a collective bargaining agreement defining the terms and conditions of employment relating to full-time faculty members.
2. The District and COSTA are currently operating under a three-year collective bargaining agreement (July 1, 2019 through June 30, 2022).
3. Under the terms of this agreement, for the 2020-2021 academic year, salary (Article IX) and benefits (Article X) shall be an automatic openers and each party shall have the option of opening up two (2) additional articles.
4. At the March 9, 2020 Board of Trustees meeting, the District sunshined and re-opened: Article VIII ("Workload"); Article IX ("Salaries"); Article X ("Employee Benefits"); and, Article XXIV ("Division Chair Duties and Responsibilities"). At the same Board Meeting, COSTA sunshined and re-opened: Article IX ("Salaries"); Article X ("Employee Benefits"); Article XV ("Conferences, Conventions and Functions"); and, Article XXVIII ("Evaluations").
5. Unfortunately, shortly after both parties sunshined its respective reopener bargaining proposals, the COVID-19 crisis erupted throughout the nation and California. Among other effects, COSTA members began working remotely and are expected to continue to do so through at least July 2020. Additionally, COS' funding for 2020-2021 was severely impacted.
6. In light of the above, the District and COSTA nevertheless negotiated the above re-openers and reached the following agreements:

## AGREEMENTS

1. Both parties agree the “Academic Salary Schedule” and the “Faculty Academic Overload Salary Schedule” will not increase for the 2020-2021 academic year. (Bargaining unit members, however, shall receive their normal individual step advancements).
2. Both parties agree to postpone the following sunshined items until the Spring of 2021:
  - a. Article VIII (“Workload”);
  - b. Article XXIV (“Division Chair Duties and Responsibilities”); and,
  - c. Article XV (“Conferences, Conventions and Functions”).
3. Both parties still agree to negotiate, as soon as practical:
  - a. Fall 2020 and Spring 2021 evaluations;
  - b. Return to onsite work; and,
  - c. Any/all issues related to the COVID-19 crisis.
4. Finally, effective July 1, 2020, the following language changes/deletions within the COSTA Master Agreement shall take effect (*Note: new master agreement language is boldfaced and underlined, while deleted master agreement language is struck-through. Articles not referenced shall remain status quo*):

10.1 The District will offer medical, dental and vision coverage to all unit members and their eligible dependents. Unit member subscribers will be provided with the option to select from multiple alternative medical and prescription insurance plan(s). Effective with the ~~2019-2020~~ **2020-2021** medical plan year (October 1 through September 30), the medical and prescription insurance plans offered through SISC will be: 100-A Rx 5/20; 100-A Rx 10/35; 100-C Rx 9/35; 100-D Rx 7/25; and, 90-A Rx 7/25. Following the ~~2019-2020~~ **2020-2021** medical plan year, the District will consider alternative plan options suggested by COSTA. Following the ~~2019-2020~~ **2020-2021** medical plan year, in the event the District selects a provider different than SISC, the District and COSTA shall mutually agree on the alternative medical and prescription plan options to be made available to all eligible Unit members. For employees under the age of 70, the District will further provide a \$100,000 level term life insurance policy for the primary subscriber only. \*For employees 70 or over, the District will provide a \$50,000 level term life insurance policy for the primary subscriber only. For purposes of the health plan and the level term life insurance policy, primary subscriber means all full-time unit members. ~~The District’s financial obligation to provide the above coverage shall be limited to the following:~~

*\*Note: ~~As of July 1, 2019, the District has three full-time faculty members who are 70 or older. Upon ratification of this Agreement, the District agrees to provide a \$100,000 level term life insurance policy for these three full-time faculty members through June 30, 2020. Effective July 1, 2020, these three full-time faculty members shall be limited to a \$50,000 level term life insurance policy as indicated in §10.1.~~*

10.1.1 Effective on October 1, 2019 2020, the District shall contribute an annual maximum of ~~\$16,554.00~~ \$16,710.00 toward the cost of major medical and prescription coverage for each full-time bargaining unit member and any cost for such coverage in excess of the District's contribution shall be paid by the full-time faculty member through monthly payroll deduction. The District's maximum annual premium contribution of ~~\$16,554.00~~ \$16,710.00 toward major medical and RX prescription insurance coverage and the annual premium cost for dental and vision of \$1,845 shall remain in effect unless and until negotiated otherwise.

**For the Association:**

  
\_\_\_\_\_  
David Hurst, COSTA President

**For the District:**

  
\_\_\_\_\_  
Brent Calvin, Superintendent/President

\*Tentative Agreement signed: June 15, 2020