

COLLEGE OF THE SEQUOIAS COMMUNITY COLLEGE DISTRICT
Board of Trustees Meeting
July 12, 2021

RATIFICATION OF TENTATIVE AGREEMENT **12**
REACHED BETWEEN THE DISTRICT AND CSEA ON A NEW
COLLECTIVE BARGAINING AGREEMENT (JULY 1, 2021
THROUGH JUNE 30, 2024)

Status:	Action
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 California School Employees Association (“CSEA”).

Facts

On July 1, 2021, the negotiating teams from the District and CSEA reached a tentative agreement on a successor collective bargaining agreement – effective July 1, 2021 through June 30, 2024 (see attached). CSEA bargaining unit members have already ratified this agreement.

Recommended Action

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

Tentative Agreement
between the
College of the Sequoias Community College District
and the
California School Employees Association, Chapter 408
on a
New Collective Bargaining Agreement (July 1, 2021 through June 30, 2024)

FACTS

1. The College of the Sequoias Community College District (“District”) and the California School Employees Association, Chapter 408 (“CSEA”) are parties to a collective bargaining agreement defining the terms and conditions of employment relating to classified bargaining unit members.
2. The District and CSEA are operating under a three-year, collective bargaining agreement (July 1, 2020 through June 30, 2023).
3. Pursuant to this collective bargaining agreement, both parties sunshined reopener collective bargaining proposals at the March 8, 2021 Board of Trustees meeting.
4. At the April 12, 2021 Board of Trustees meeting, a public hearing was heard on the District and CSEA’s reopener collective bargaining proposals.
5. The District and CSEA met and negotiated on June 1, 2021 and June 8, 2021 and reached the following agreements:

AGREEMENTS

1. For the 2020-2021 fiscal year, the Classified Salary Schedules (Appendices F, G and H) will be increased by an additional 2% -- retroactive to July 1, 2020.
2. After a calculation of the 2% increase in Agreement #1, and in consideration of the impacts of the COVID-19 pandemic and addressing changes in working conditions and work location, including additional expenses incurred while working remotely, the District will provide each bargaining unit member with a one-time, off-schedule stipend in the amount of 3% of their annual base salary for 2020-2021 (based on the 2020-2021 Classified Annual Schedule {Appendix G}, less applicable statutory deductions). This one-time, off-schedule stipend will be paid in a lump sum in the next regular pay period following ratification of this agreement and is funded through the

District's receipt of "Higher Education Emergency Relief Funds ("HEERF") distributed from the Coronavirus Response and Relief Supplemental Appropriations Act, 2021.

3. For the 2021-2022 fiscal year, the Classified Salary Schedules (Appendices F, G and H) will be increased by an additional 4% effective July 1, 2021.
4. For the 2022-2023 fiscal year, the Classified Salary Schedules (Appendices F, G and H) will be increased by whatever is greater: either an additional 2.5% or 1% plus the funded Cost of Living Adjustment (COLA) published for California Community Colleges.
5. For the 2023-2024 fiscal year, the Classified Salary Schedules (Appendices F, G and H) will be increased by whatever is greater: either an additional 2.5% or 1% plus the funded Cost of Living Adjustment (COLA) published for California Community Colleges.
6. Effective July 1, 2021, the following language changes/deletions within the CSEA Master Agreement shall take effect (*Note: new master agreement language is boldfaced and underlined, while deleted master agreement language is struck-through.*

10.1.1 **Effective with the 2021-2022 medical plan year, the** The District shall contribute an annual maximum of ~~\$16,710.00~~ **\$16,812.00** toward the cost of premiums for 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 bargaining unit member through monthly payroll deduction.

10.1.1.1 **For the 2022-2023 and 2023-2024 medical plan years, the District and CSEA agree to share equally (i.e., 50%/50%) in any increase in premium cost for 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 classified member through payroll deduction. The increase in the amount of annual premium for major medical and prescription coverage shall be calculated based upon the increase in the annual premium cost for SISC 90A effective October 1, 2022 (for the 2022-2023 medical plan year) and October 1, 2023 (for the 2023-2024 medical plan year). The intended effect of this agreement is that the District's total maximum contribution toward the cost of major medical and prescription coverage shall be increased as specified above and that CSEA bargaining unit employees will contribute through payroll deduction, the cost of the 50% increase.**

ARTICLE XXV

CAMPUS DISTRICT POLICE DEPARTMENT

25.3 Overtime Assignment:

The District may direct and authorize Campus District Police Department staff to work in excess of eight (8) hours in one (1) day, or 10 hours if on 4-day work week, or in excess of forty (40) hours in one week on an overtime basis.

25.5.1 Newly hired police officers shall be provided uniforms and equipment deemed necessary by the District prior to the start of their Field Training Program.

25.5.2 On an annual basis, as needed, Campus Police Officer personnel shall be provided: police officers shall receive a \$500 clothing stipend/allowance. This stipend shall paid in the police officers July paycheck and its purpose is to reimburse police officers for maintaining their uniforms to ensure they are clean and in good repair.

- A.) ~~Four (4) long-sleeve (winter issue) and four (4) short-sleeve (summer issue) shirts with appropriate identification patch(es).~~
- B.) ~~Four (4) uniform pants.~~
- C.) ~~One (1) leather duty belt with accessories (i.e. gun, ammunition, handcuffs with holder; radio with holster; baton and ring, an operable container of mace.~~
- D.) ~~Two (2) winter diekeys~~
- E.) ~~Tuffy jacket~~
- F.) ~~Vest~~
- G.) ~~Formal Hat~~
- H.) ~~Footwear~~

25.5.1.3 ~~The District shall provide cleaning/laundrying service for Campus Police Department personnel uniforms.~~ The District will provide a monthly stipend of \$50 for cleaning/laundrying of District Police Department personnel uniforms and the maintenance of their boots and equipment.

25.5.2 ~~Wet-weather gear (raincoat) marked "Police" shall be made available only to Campus Police Officer personnel as required.~~

**Re-number existing 25.5.3 to 25.5.4*

25.5.4 ~~Uniforms and equipment shall be returned to the District upon separation from employment.~~

25.5.5 Safety Equipment Provided: Upon their hire, the District shall provide the following

safety equipment to district police officers:

- a) One Regulation Semi-Auto Pistol/3 magazines
- b) One 26" Baton
- c) One Badge
- d) Oleoresin Capsicum Spray
- e) Ammunition
- f) One Department Approved Vest (Body Armor)
- g) One Taser
- h) Duty Gear (Holster, belt, magazine pouch, handcuff case.)
- i) (1) Ballistic Helmet
- j) (1) Rifle plate/Carrier
- i) Body Worn Camera

25.5.6 All safety equipment shall be returned to the District upon separation from employment.

25.9 On-Call Time

25.9.1 Definition: On-call time is a period of time in addition to normal work time during which a police officer is not working but is required to be available for call back.

25.9.2 Requirements: On-call duty requires police officer so assigned:

25.9.2.1 To be reachable by telephone, radio or other means established by the Department;

25.9.2.2 To respond to work quickly if called back;

25.9.2.3 To refrain from activities which might impair their ability to perform their assigned duties should they be called back;

25.9.2.4 District police officers will rotate an on call after hours status. Police officers shall be compensated at (1) hour of comp time at regular pay, or (1) hour of salary per day of being on call.

25.9.2 Call-Back Time

25.9.2.1 If a district police officer must physically return to campus while on call back time, they shall be compensated for at least two (2) hours at their overtime rate, regardless of the actual time worked.

25.9.2.2 If a district police officer is called while on call-back time but can perform the task off-campus (such as by remote software – alarm access,

door control) in less than an hour, their compensation shall fall within the parameters of Section 25.9.2.4 above.

**Re-number existing 25.9 to 25.10*

31.1 Term of Agreement:

This Agreement shall be effective July 1, 2020 2021 through June 30, 2023 2024.

31.2 Re-opener Provisions:

Each party shall have the option to re-open salary, benefits and up to two (2) articles during the spring semesters of 2021 and 2022. Each party shall ~~sunshine openers on or before March 1 of the appropriate year.~~

With the exception of Reclassifications (Article XIX), neither party shall have the option to open up any other articles during the term of this agreement.

31.32 Continuation of Agreement:

If the District and CSEA have not executed a successor to this Agreement by its expiration on June 30, 2023 2024 this Agreement shall remain in full force and effect until a successor Agreement is negotiated.

///

///

///

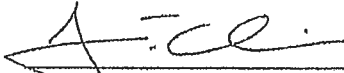
///

///

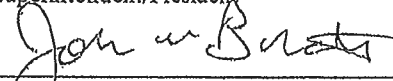
7. All other items within the CSEA Master Agreement not mentioned within this Tentative Agreement shall remain status quo.

Tentative Agreement signed: July 1, 2021

For the District




Brent Calvin
Superintendent/President



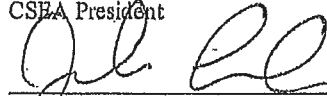
John Bratsch
Dean, Human Resources/Legal Affairs

Brent Davis
Academic Dean

For CSEA

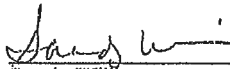


Heather Zantos
CSEA President

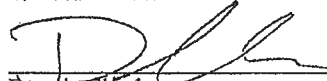


Jordan Lamb
CSEA Chief Negotiator

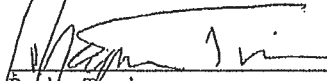
Nick Terry
CSEA Vice-President



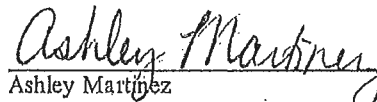
Sandy Williams
CSEA Member



Donnie Charles
CSEA Member



Regina Trevino
CSEA Member



Ashley Martinez
CSEA Member

Vanessa Cervantez
CSEA LRR