

Memorandum of Understanding
Between CCE and PCCD
08/24/2020

This Memorandum of Understanding ("MOU") is entered by and between the PALOMAR COMMUNITY COLLEGE DISTRICT ("District") and the COUNCIL OF CLASSIFIED EMPLOYEES ("CCE"), collectively "the parties" in an effort to resolve a dispute between CCE and the District over the interpretation of the Health and Welfare Benefits portion of the Budget Mitigation MOU signed June 20, 2020.

WHEREAS, on June 20, 2020, the parties entered into the Budget Mitigation MOU ("Budget Mitigation MOU");

WHEREAS, Article I of the Budget Mitigation MOU sets forth design changes to employee medical and dental plans offered by the District and the amount and frequency of employee required contribution for each plan offered by the District;

WHEREAS, a dispute has occurred between the parties over the amount and frequency of employee required contributions for District offered health and dental plans under the terms of the Budget Mitigation MOU;

WHEREAS, the District contends that the employee contribution amounts identified in Exhibit 1 represent monthly payment amounts for the period of October 1, 2020-September 30, 2021 for each health and dental plan option;

WHEREAS, CCE contends that the terms of Article I set forth that the employee contribution amounts identified in Exhibit 1 represent tenths payment amounts for each health and dental plan option;

WHEREAS, the parties met on August 17, 2020, and again on August 20, 2020, in an effort to resolve the dispute;

WHEREAS, the open enrollment period for the 2020-2021 fiscal year - - the period when employees can enroll in a health insurance plan and dental insurance plan options provided by the District - - closes on August 31, 2020 (hereinafter "Open Enrollment");

WHEREAS, after Open Enrollment closes, the District will know the health care and dental plan to which each classified employee enrolled; and

NOW THEREFORE, in an effort to resolve the dispute amicably and avoid the time and expense of a protracted grievance process, the parties agree to the following:


1. No later than September 7~~8~~, 2020, the District agrees to provide CCE all documents and/or information necessary for CCE to determine the health care and dental plan to which each classified employee enrolled.
2. The parties agree to meet no later than September 14, 2020, to review data from classified employee health and dental benefits plan enrollment and to discuss options for resolving the dispute over the interpretation of Article I of the Budget Mitigation MOU.

3. The parties agree to suspend the grievance process set forth in Article 19 of the District/CCE Collective Bargaining Agreement (Board Ratified on July 11, 2017)(hereinafter "District/CCE Agreement") up to and until September 14, 2020, as it applies to the potential grievance between the parties regarding the amount and frequency of employed required contributions pursuant to the terms of Article I and Exhibit 1 of the Budget Mitigation MOU. The intent and purpose behind the parties' agreement to suspend the grievance process are to allow the parties the opportunity to discuss the resolution of the above-stated grievance after completion of Open Enrollment.
4. If a mutual agreement to the parties' dispute is not reached by September 14, 2020, the parties agree to expedite the grievance procedure set forth in Article 19 of the District/CCE Agreement by bypassing "Step One" through "Step Four" of the Formal Procedure set forth in paragraph 19.2.2 and going directly to the arbitration provisions set forth in "Step Five." The parties agree it is in their mutual interest to have their dispute resolved expeditiously by going directly to arbitration.
5. If a mutual agreement to the parties' dispute is not reached by September 14, 2020, the parties will begin the Arbitrator selection process set forth in the 2nd bullet point of paragraph 19.2.2 of the District/CCE Agreement no later than September 21, 2020.
6. The parties agree that the scope of the arbitration will be limited to the interpretation of Article I and Exhibit 1 of the Budget Mitigation MOU.

IN WITNESS WHEREOF, the parties, whose signatures appear below, by signing this MOU, acknowledge and agree that they have read this document and further agree that this MOU is entered into freely, voluntarily, and without duress.

Dated: August 27, 2020

CCE/AFT, Local #4522

By: 
Anel Gonzalez (Aug 28, 2020 08:37 PDT)

Anel Gonzalez, President

Dated: August ___, 2020

PCCD

By: 

Linda Beam

Acting Assistant Superintendent/
Vice President, Human Resource Services









MOU - CCE Employee Contribution

Final Audit Report

2020-08-28

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