Letter of Understanding
Between
San Joaquin Delta Community College District
And the
San Joaquin Delta College Police Officers’ Association

A. Background:

The current contract between the parties contains the following provision for overtime pay:

6.7 Overtime: Except as otherwise provided herein, all required overtime hours, as defined in this section, shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work permitted. Overtime is defined to include any time in increments of not less than fifteen (15) minutes worked in excess of eight (8) hours worked in any one day, unless on the four-ten plan, or on any one shift or in excess of forty (40) hours worked in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time, except as provided in 6.1.1 above. (emphasis added)

Additionally, the contract provides the following additional compensation:

6.9.1 Any employee in the Bargaining Unit whose assigned work shift commences between 3:00 p.m. and 11:00 p.m. shall be paid a shift differential premium of three (3) percent above the regular rate. (emphasis added)

6.9.2 Any employee in the Bargaining Unit whose assigned work shift commences between 11:00 p.m. and 7:00 a.m. shall be paid a shift differential premium of six (6) percent above the regular rate. (emphasis added)

16.5.1 Officers and Sergeants: Effective July 1, 2007, Officers and Sergeants shall receive a monthly incentive of two and one half percent (2.5%) of their monthly salary if they possess an Intermediate POST certificate or five percent (5%) for an Advanced POST certificate. (emphasis added)

16.5.2 Dispatcher
16.5.2.1 Effective July 1, 2006, bargaining unit members who possess or thereafter obtain a Records Supervisor Certificate from POST shall receive an annual stipend in the amount of $500.

The District has been interpreting “regular rate of pay” as “base pay.” Accordingly, payment of overtime has not included shift differential compensation as provided in Article 6.9, or the POST certification incentives as provided in Article 16.5.1 for Police Officers. In both Articles 6.9 and 16.6.1, the additional compensation provided is a percentage of the employee’s regular rate of pay (Article 6.9) or their monthly salary (Article 16.5.1.), as compared with a flat amount (stipend) as provided in Article 16.5.2.1.
B. Regular Rate of Pay – defined:

The parties agree that “regular rate of pay” for purposes of calculating overtime shall include, in addition to the employee’s base salary, compensation that is based on the employee’s base salary, such as shift differential and the POST pay identified herein. Additional compensation that is a flat amount or a stipend, such as, but not limited to OST pay for dispatchers, uniform allowance, or other pay that is not based on a percentage of the employee’s base pay shall not be included in the calculation of overtime.

C. Payment of Overtime:

Consistent with the understanding of the parties:

1. Overtime shall be based on time worked in excess of 8 hours in a day or in excess of 40 hours in a week, unless assigned to an alternate shift (e.g., 10 hour or 12 hour shifts).

2. “Time worked” shall be interpreted consistent with Education Code § 88027 as follows:

   For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.

3. The District shall include the payments of shift differential and applicable POST incentives in the calculation of overtime effective with the September 2012 paycheck, in addition to other additional compensation that is based on the employee’s base rate of pay.

4. Additional compensation that is not based on an employee’s base rate of pay, such as, but not limited to, uniform allowance, POST stipends, will not be included in the calculation of the overtime rate of pay.

Additionally, the District shall recalculate payments of overtime effective with the August 2012 paycheck and retroactive for a period of two and one half years and shall pay the difference in a lump sum to current employees who were represented by POA during this time frame (March 2010 through August 2012) no later than the December 2012 paycheck.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding to be effective this September 28, 2012.

For the College:  

Dianna R. Gonzales  
Director of Human Resources

For POA:  

Jim Bock  
President

David Main  
Director, Police Services & Public Safety Programs