Memorandum of Understanding
Between
San Joaquin Delta Community College District
And the
San Joaquin Delta College Police Officers' Association

Master Contract Article 6.12 – Permanent Intermittent Positions

WHEREAS, the San Joaquin Delta College Police Officers' Association (POA) is the exclusively recognized employee organization within the San Joaquin Delta College (College) for employees within the police services unit, as identified in Article I of the Master Contract, as amended, and

WHEREAS, the College and POA entered into a Master Contract (Contract) that governs the parties' understanding of the terms and conditions of employment for employees represented by POA for the period ending June 30, 2013; and

WHEREAS, the College and POA, having met and conferred in good faith, wish to modify Article 6.1, 6.10, 6.12, 10.1.

NOW, THEREFORE, the College and POA do agree Article 6.1, 6.10.4, 6.12, 10.1 of the Contract is modified to read as follows (underscore indicates new language):

6.1.1 Nothing in this section shall prohibit an individual member of the unit and the District from implementing a ten (10) hour, four (4) day, week, or some other flexible schedule that includes a ten (10) hour, or twelve (12) hour workday. If the four/flex plan a modified schedule involving as ten, or twelve hour workday is implemented the employee shall not earn overtime for hours in excess of eight in one day, unless the hours work are in addition to their regular shift schedule but should earn overtime in excess of ten in one day the ten, or twelve hour flexible schedule they are assigned.

6.10.4 Minimum Call in Time – Delete entire section and re-write as follows

6.10.4.1 Unscheduled Shift Coverage – Any employee called in to work a coverage shift, shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement. In addition the employee shall receive one (1) hour pay to compensate for disruption. Should the minimum call-in time meet the requirements of section 6.7 of this agreement, the time will be compensated as overtime pay. Compensation for hours worked does not include travel time to the worksite.

6.10.4.2, Department Meetings / Training – Any employee scheduled to attend Department meetings outside of a scheduled shift shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this
agreement. Should the minimum call-in time meet the requirements of section 6.7 of this agreement, the time will be compensated as overtime pay. Compensation for hours worked does not include travel time to the worksite.

6.12 Permanent Intermittent / Part-Time Positions:

6.12.1 Permanent intermittent and part-time is a status of employment, rather than a separate classification of employee. Permanent intermittent or part-time status may be established for any classification identified in Article 1 – Recognition, based on operational needs of the department. The job classifications and job descriptions for regular, full-time positions shall be used to establish permanent intermittent duties and pay rates including shift differential premium, overtime, and holiday pay.

6.12.2 Permanent intermittent status employees are regular classified employees who are assigned hours based upon operational needs of the department and are not guaranteed any set number of hours, are or a regular schedule, and who may work on an on-call basis. Permanent intermittent employees may not work more than 62.5% of the hours that a regular full-time employee in the same classification may work in any fiscal year.

6.12.3 Permanent part-time status employees are regular classified employees who are assigned a regular shift schedule and hours based upon operational needs of the department and are guaranteed a minimum of 24 hours per week.

6.12.34 Permanent intermittent or part-time police officers may be used to staff special events where there is a designated funding source, other than general funds, during a District emergency, or with prior approval from the District.

6.12.45 Permanent intermittent and part-time employees shall not be used in lieu of, or to displace or replace regular full-time bargaining unit employees. The requesting manager must demonstrate a compelling need to fill a position with a permanent intermittent employee, due to time, duration, and schedule of duties to be performed.

6.12.56 Permanent intermittent and part-time employees shall be utilized to ensure that temporary, or student workers are not being used to fill ongoing staffing needs. The use of permanent intermittent employees does not limit a manager's ability to fill temporary, substitute or short-term positions.
6.12.57. Permanent intermittent and part-time employees shall be entitled to sick leave, and all other benefits conferred by law in classified employees. Permanent intermittent employees shall be entitled to all leaves and benefits granted by the governing board to a majority of the regular full-time employees in the same classified position, with exception to medical benefits; but such leaves and benefits shall be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such permanent intermittent employees bear to eight hours per day, 40 hours per calendar week, four calendar week per month, or 12 calendar months during the school year.

6.12.8. Permanent intermittent employees who are required to work on an holiday as defined in the Contract shall be compensated for all hours worked at time and one half, plus an additional day off. Permanent intermittent employees who qualify for holiday pay and do not work the holiday shall be compensated at a rate of 62.5% of the 8 hour day.

6.12.9. Permanent part-time employees who are required to work on an holiday as defined in the Contract shall be compensated for all hours worked at time and one half, plus an additional day off. Permanent part-time employees who qualify for holiday pay and do not work the holiday shall be compensated at a rate based upon the percentage at which they were hired of the 8 hour day.

40.6 Holiday Eligibility: Except as otherwise provided in this Article an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding to be effective this 18th day of April, 2012.

For the College:

Dianna R. Gonzales
Director of Human Resources

For POA:

Jim Bock
President

David Main
Director, Police Services & Public Safety Programs