MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT
AND
THE SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT PEACE OFFICERS' ASSOCIATION

Salary Increase Effective July 1, 2013

This Memorandum of Understanding ("MOU") is made effective July 1, 2013, and has been jointly prepared by the designated representatives of the San Joaquin Delta Community College ("District"), and the designated representatives of the San Joaquin Delta Community College District Peace Officers' Association (POA) the exclusively recognized employee organization within the District for all employees in the classified service, excluding supervisory, management, confidential, student workers, substitute, and short-term employees, to modify provisions of the Master Contract ("Contract") between the District and POA for the period ending June 30, 2013 ("MOU"), as follows:

WHEREAS, the District was facing a severe financial crisis resulting in an estimated $8,009,300 General Fund operating budget deficit in Fiscal Year 2012-2013 (FY12-13) if the Governor's tax initiative (Proposition 30) passed, and an estimated General Fund operating deficit of $11,809,300 if the tax initiative did not pass in the November 2012 state-wide election; and

WHEREAS, on September 28, 2012, the parties entered into an agreement providing for, among other things, payment of a 3.46% base salary in settlement of POA's "me too" salary demand over a period of time as follows:

1. **Settlement of the "Me Too" Salary Demand.**
    a. Worst Case Scenario: In exchange for adoption of the hours of furlough described in[the September 28, 2012 MOU], the parties agree that the "Me Too" salary demand shall be partially satisfied with the implementation of a 0.5% base salary increase, effective October 1, 2012. The parties further agree that future negotiations regarding the remaining 2.96% will continue as additional funding becomes available.
    b. Best Case Scenario: If the Governor's tax initiative passes, the furlough deduction will cease November 2012 and the District shall repay the payroll deductions described above for the month of October, less any furlough hours taken by employees. The parties agree that the "Me Too" salary demand will be partially satisfied with a total 2.23% base salary increase (0.5% applied October 1, 2012 and 1.73% retroactively applied upon passage of the Governor's tax initiative effective July 1,

WHEREAS, the Governor's tax initiative was passed November 2012 and therefore, the base salary schedules for all positions represented by POA were increased

1.73% effective July 1, 2012 for a total of 2.23% pursuant to the September 2012 MOU, leaving a balance of 1.23%; and

WHEREAS, the District's revenue outlook has improved due to passage of Proposition 30, and the District has realized operational savings due to cost-reduction initiatives implemented by the District in the last two years, allowing for a 1.23% base salary increase to be applied effective July 1, 2013; and

WHEREAS, the parties agree POA's salary demand of 3.46% will be fully satisfied with the July 1, 2013 base salary increase upon ratification by POA and adoption by the District's Board of Trustees.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of

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Understanding effective this 30 day of June, 2013.

For: San Joaquin Delta College:

By: Dianna R. Gonzales
Dianna R. Gonzales
Director of Human Resources

For: San Joaquin Delta Community College Peace Officers' Association

By:
Jim Bock
President, POA

David Main
Director, Police Services & Public Safety Programs

By:
Dr. Kathleen Hart
Superintendent/President