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

WORK FURLOUGHS FISCAL YEAR 2012/13

This Memorandum of Understanding ("MOU") is made effective September 1, 2012, 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 is 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 passes (Best Case Scenario), and an estimated General Fund operating deficit of $11,809,300 if the tax initiative does not pass in the November 2012 state-wide election (Worst Case Scenario); and

WHEREAS, to address the current financial crisis and reduce payroll costs, the District and POA have agreed to the implementation of work furloughs to address POA’s “fair share” of the $3.0M planned expenditure reduction needed for FY12-13 under Worse Case Scenario needed for FY12-13;

NOW, THEREFORE, the District and POA, after meeting and conferring in good faith, have reached the following understanding regarding the implementation of work furloughs in Fiscal Year 2012-2013 and resolution of the “Me Too” salary demand:

1. **Furlough Hours.**
   a. Each full-time (1.0 fte) 12-month POA represented employee shall take 80 furlough hours (leave from work without pay) between September 1, 2012, and June 30, 2013.
   b. Each less than full-time POA represented employee shall take furlough hours (leave from work without pay) between October 1, 2012 and June 30, 2013 based on the employee’s pro-rata FTE entitlement.
   c. The District agrees that additional concessions will not be required by POA during FY12-13 to make up the difference of the planned expenditure reduction of $3.0M of the Worse Case Scenario presented in the Tentative Budget adopted by the District’s Board of Trustees ("the Board") June 19, 2012. The parties further acknowledge the Tentative
Budget adopted by the Board contained projections based on information available to the District at the time and agree to meet and confer regarding changes to either the revenue or expenditure projections prior to presentation of the FY 12/13 Adopted Budget to the Board of Trustees if additional reductions are necessary, as well as after the November election if the Governor’s tax initiative fails.

2. **Equalized Monthly Salary Reductions.** Salary reductions for the furlough hours described in paragraph 1 herein shall be equalized so that each POA represented employee shall have 8 hours, or the employee’s pro-rata share of the FTE entitlement if less than full-time, at the employee’s regular hourly rate of pay, reduced from each paycheck beginning with the September 2012 paycheck and ending with the June 2013 paycheck.

3. **Scheduled Furlough Days.** POA members will not observe a standardized furlough calendar. Rather, each POA member shall schedule furlough days in advance with their supervisor, not to exceed the amount of pay deducted as the employee’s furlough deduction for the fiscal year.

4. **Use of Accrued Leaves in Coordination with Furloughs.** POA represented employees shall be permitted to use their accrued vacation leave, sick leave, and/or compensatory time off (CTO) on a coordinated basis (e.g. adjacent to) furlough days unless approval of such leave creates an undue hardship on the District.

5. **Vacation and Sick Accrual Not Affected.** Notwithstanding the occurrence of furloughs, POA members shall continue to receive the full amount and application of accrued vacation leave, accrued sick leave in accordance with the provisions of Article XII (Vacation Plan) and XIII (Leaves).

6. **Impact of Furloughs and CalPERS.** The parties acknowledge that the furloughs herein are mandatory furloughs as described in AB 1651 and will be implemented consistent with the provisions of AB 1651 as described in the CalPERS Circular dated October 21, 2010, which is attached as Exhibit B and incorporated herewith.
7. **Separation from District Service before June 30, 2013.** Any POA represented employee who separates from District service before the final 8 hour furlough deduction, or their pro-rata share for less than full-time employees, on June 30, 2013, and after having used furlough hours shall have his or her final compensation reduced by the sum of the number of furlough hours the employee has actually used minus the number of furlough hours actually deducted from the employee’s pay warrants multiplied by the employee’s regular hourly rate of pay. Conversely, any employee who separates from District service before June 30, 2013, having had furlough deductions in excess of the actual number of furlough hours the employee has used, shall have his or her final compensation credited by a like amount. Furlough hours not taken will not carry-over, nor be cashed out at any time.

8. **Settlement of the “Me Too” Salary Demand.**
   a. **Worst Case Scenario:** In exchange for adoption of the hours of furlough described in paragraph 1 herein, 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, 2012). The parties further agree that future negotiations regarding the remaining 1.23% will continue as additional funding becomes available.

9. **Disputes.** Any dispute arising from the interpretation and application of this MOU shall be resolved in accordance with the grievance procedures set forth in Article XVII of the Contract.

10. **Effect of MOU.** Except as modified herein, all provisions of the Contract in effect between the parties shall remain in effect. If there is a conflict between any provision of the Contract and this MOU, the provisions of this MOU shall take precedent.

11. **Effect of Waiver.** No waiver by the parties to this MOU or any breach of any term or provision of this MOU shall be construed to be, nor be a waiver of any
preceding, concurrent or succeeding breach of the same, or any other term of provision hereto. No waiver shall be binding unless made in writing and signed by the party or parties against whom the waiver is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding effective this 28th day of September, 2012.

For: San Joaquin Delta College:  
By: Dianna R. Gonzales  
Director of Human Resources

For: San Joaquin Delta Community College  
Pease Officers’ Association  
By: Jim Bock  
President, POA

David Main  
Director, Police Services & Public Safety Programs