

Side Letter of Understanding

BETWEEN THE WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT AND THE WEST VALLEY-MISSION POLICE OFFICERS ASSOCIATION (POA) – PORAC Region 1

May 7, 2019

The West Valley-Mission Community College District (“District”) and West Valley-Mission Police Officers Association (“POA”) – PORAC Region 1 (collectively referred to herein as the “parties”) hereby enter into a side letter agreement as follows:

WHEREAS, Article 14.2 - Work Day states: The work day shall be designated by the District Chief of Police or designee for each bargaining unit assignment. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours. There shall not be less than an eight (8) hour period between the end of one work shift and the start of the next work shift. If called to work within the eight hour period between the end of one work shift and the start of the next work shift, the employee shall receive overtime at time and one-half (1 ½) the employee’s base rate of pay for all consecutive hours worked from the time the employee is called back through the end of the employee’s next work shift; and

WHEREAS, Article 14.6 - Exchange of Shift Schedules states: Officers may switch shift schedules for a period of six (6) months if mutually agreed and approved by the Sergeant, Lieutenant, or the Chief of Police on a case by case basis; and

WHEREAS, Article 14.8 - Shift Adjustments states: The Chief of Police or his/her designee may adjust assigned shifts based on operational considerations at his/her discretion. Such adjustments are subject to the following limitations: 1) Each individual member shall not be subject to more than 12 shift adjustments in a 6-month period; and 2) The Department must provide at least 14 days advance notice regarding a shift adjustment, via department-wide email; and

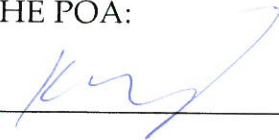
WHEREAS, The District and the POA signed a side letter on November 6, 2018, acknowledging that the parties had met and conferred over department operational issues pertaining to shift adjustments under section 14.8 and duration of specialty assignments under section 12.5 of the collective bargaining

agreement, and recognizing that these sections implicated particular operational interests and concerns that required input from Department Administration, the parties separated the issues from contract negotiations and scheduled direct discussions by and between Department Administration, the POA leadership and the Vice Chancellor of Administrative Services. The meetings took place and following successful conclusion of discussions;

NOW, THEREFORE, the parties hereby agree as follows:

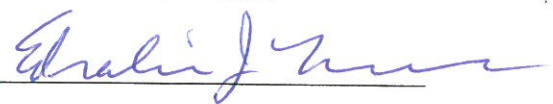
1. For the purpose of section 14.8, each shift adjustment means a temporary change to an employee's selected or assigned shift. A shift adjustment is equivalent to: One, two, three or four consecutive work days.
2. The following are exceptions to the shift adjustment limitations identified in section 14.8:
 - Administrative - Personnel/HR actions (Investigations, long-term injury/illness and or leaves of absences).
 - Required Training – P.O.S.T Continuing Professional Training (CPT), Firearms/Range, Arrest Control/Defensive Tactics, Active Shooter, CPR/First-Aid, FTO Update, Firearms Instructor Update and required wait-listed classes
3. Prior to adjusting an employee(s) shift, the department will look into all viable options to minimize the impact on other employees' schedules.

FOR THE POA:



Dated: 05-07-2019

FOR THE DISTRICT:



Dated: 5-7-2019