

Agreement

Between

Monterey Peninsula Airport District

And

**Monterey Peninsula Airport District
Peace Officers' Association**

**For the Period
July 1, 2014 to June 30, 2017**

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1. **PERIOD OF AGREEMENT.** This agreement is for the period July 1, 2014 through June 30, 2017. If a successor agreement is not executed by June 30, 2017, this agreement shall remain in force until a new agreement is executed. No amendment to this agreement shall be binding unless reduced to writing and executed by authorized representative(s) of the parties.
2. **RECOGNITION.** Pursuant to resolution of the Board of Directors of the Monterey Peninsula Airport District (hereinafter referred to as MPAD) and provisions of applicable State law, the Monterey Peninsula Airport District Peace Officers' Association (hereinafter referred to as the Association) is recognized as the exclusive representative for meeting and conferring on matters within the scope of representation of all full time regular sworn members of the Police Department including those in the classification of Police Officer, Sergeant and Lieutenant. As used herein "employee" refers only to such members of the Police Department.
3. **PURPOSE.** The purpose of this agreement is to promote harmonious relations, cooperation and understanding between MPAD and the employees represented by the Association and to provide an orderly and equitable means of resolving differences that may arise, and to set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment for the personnel represented by the Association.
4. **ASSOCIATION ACTIVITIES ON MPAD PREMISES.** For conduct of business, the association may use MPAD premises as follows:
 - a. **Authorized Meetings.** One (1) monthly meeting of all employees covered by this contract, and two (2) monthly meetings of the Executive Board.
 - b. **Additional Association Activities.** Except as set forth in section 4(a), other Association activities on MPAD premises require written approval from the Director of Public Safety (Police Chief).
5. **ASSOCIATION AND PORAC MEMBERSHIP.**
 - a. **Withholding.** MPAD agrees to withhold Association dues in accordance with the procedures set forth in this section.
 - b. **Authorization.** Association members in good standing may authorize payment of dues to the Association through payroll withholding. To request dues withholding, a completed authorization form shall be submitted to MPAD Administration (payroll clerk). Withholding shall become effective at the beginning of the first pay period for which the payroll closing date is not less than five (5) days after receipt of the withholding authorization by MPAD Administration (payroll clerk).

- c. **Revocation.** To cancel the Association dues withholding allotment, employees shall complete and submit the appropriate form to MPAD Administration (payroll clerk). Revocation shall become effective at the beginning of the next pay period for which the payroll closing date is not less than five (5) days after receipt of the appropriate form by MPAD Administration (payroll clerk).
 - d. **PORAC Membership.** Membership in PORAC is optional, but Association members desiring to obtain health care coverage through the PORAC Health Care plan must be members of PORAC. Association members in good standing may authorize the payment of PORAC membership costs through payroll withholding. Requests for such withholding or cancellation of such withholding shall be made and processed in the same manner as requests for withholding or cancellation of withholding of Association dues.
6. **PERSONNEL REDUCTION IN FORCE (RIF).** In the event of police personnel reduction in force, employees to be retained shall be selected primarily on the basis of seniority. Also considered will be job performance evaluation and the recommendation of supervisory personnel. No new employees shall be hired until all laid-off employees have been given the opportunity to return to work.
7. **DISMISSALS.** Employees are tenured once off probation and shall not be discharged without just cause. Employees discharged for cause shall have the right to appeal said discharge by filing with MPAD's General Manager a written appeal within ten (10) days of said discharge. The discharged employee shall have all those rights allotted him/her by the Peace Officer Bill of Rights.
8. **SALARY AND OTHER COMPENSATION.**
Meet and Confer. Salary and compensation shall be a meet and confer item.
- a. **Salary Schedule.** The salary schedule with the increase agreed to by MPAD and the Association will be adopted by the board during the FY2017 budget and will be effective on July 1, 2016.
 - b. **Standard Step Increases.** Contingent upon a satisfactory performance for the applicable performance period, a step increase shall be granted annually. Step increases shall become effective at the beginning of the first pay period following the anniversary date of initial employment, or the anniversary of the most recent step increase or of the most recent promotion.
 - c. **New Hires.** Newly hired Police Officers will remain in a probationary status at step one for a minimum period of twelve (12) months.
 - d. **Accelerated Increase.** An accelerated step increase may be granted at the discretion of MPAD management, in accordance with MPAD policies governing such increases.
 - e. **Promotion.** Upon promotion to a higher position classification, employees shall receive a monthly increase of base salary of not less than Fifty Dollars (\$50.00).

- f. **Promotional Exam Selection Committee.** Ranking police officers from outside agencies may be used by MPAD in a promotional process. MPAD will notify the Association of those officers selected and will ensure they will be fair and impartial in the selection process. Of the members from outside agencies who are proposed for the Selection Committee, the Association will have the option of rejecting one.
- g. **Promotional Probation.** Any promotional employee who fails his or her one (1) year probationary period will be entitled to return to his or her prior pay step and classification unless flagrant violations are involved. The junior department employee(s) would be subject to lay-off.
- h. **Uniform Allowance.** Employees represented by the Association shall receive an allowance of Eighty dollars (\$80.00) per month for uniform upkeep and maintenance.
- i. **Educational Incentive Pay.** Employees hired on or prior to June 30, 2014 and serving in other than the Police Chief classification, and serving in step two or higher of their pay classification shall receive, in addition to their regular monthly salary, education incentive pay, upon submission of proof of completion of study at an accredited degree granting institution, as follows:

Thirty Units. Two and one-half percent (2.5 %) of base salary for completion of thirty (30) credit units, of which at least eighteen (18) units shall be for course work in Administration of Justice/Police Science or a related field.

Associate Degree. Five percent (5%) of base salary for completion of an AA or AS Degree in Administration of Justice/Police Science or a related field. Any employee receiving educational incentive pay pursuant to this subsection shall not simultaneously be eligible to receive educational incentive pay under any preceding section.

Bachelor's Degree. Seven percent (7%) of base salary for completion of BA or BS Degree in Administration of Justice/Police Science, Public Administration, Management or a related field. Any employee receiving educational incentive pay pursuant to this subsection shall not simultaneously be eligible to receive educational incentive pay under any preceding section.

Previous Education. Employees who have completed MPAD educational requirements prior to being hired by MPAD shall be eligible to receive educational incentive pay after successful completion of their F.T.O. Program.

Non-Retroactivity. Educational incentive pay shall become effective at the beginning of the first pay period for which the payroll closing date is not less than five (5) days after receipt of proof of eligibility by MPAD Administration (payroll clerk). Retroactive educational incentive pay is not authorized.

No Future Educational Incentives. Police Officers hired after July 1, 2014 shall not be eligible for an Educational Incentive, but will remain eligible for Educational Reimbursement as provided in the MPAD Employee Handbook.

9. **EQUIPMENT.**

a. **Safety Equipment.** MPAD agrees to supply the following equipment: (1) leather gear, (2) service weapon, (3) handcuffs, (4) ammunition, (5) baton, (6) rain-gear, (7) flashlight and batteries, (8) ballistic vest, (9) 12-gauge shotgun (minimum 1 for Department), and (10) chemical agent.

b. **Other Equipment.** MPAD agrees to supply two California Penal Codes for the Police Department. A current copy of the California Vehicle Code shall be kept in each patrol vehicle and in the Police Offices of MPAD. A copy of the "MPAD Police Directives Manual" shall be made available to each employee represented by the Association.

c. **Ownership of Equipment.** Equipment provided by MPAD pursuant to section 9 of this agreement shall remain the property of MPAD and shall be returned to MPAD upon termination of employment with MPAD.

10. **PERFORMANCE EVALUATION.**

a. **Standard Evaluation.** Written performance evaluations shall be made annually for each employee.

b. **Probationary Officers.** Probationary (trainee) officers shall be evaluated according to the Field Training Officer Program and then monthly until probation is completed.

c. **Evaluation Record.** Each employee shall receive a copy of each evaluation, and a copy shall be placed in the employee's personnel record.

11. **HOLIDAYS.** All employees shall be entitled to the following paid holidays:

1. First Day of January (New Year's Day)
2. Third Monday in January (Martin Luther King Day)
3. Third Monday in February (President's Day)
4. Last Monday in May (Memorial Day)
5. Fourth Day in July (Independence Day)
6. First Monday in September (Labor Day)
7. Second Monday in November (Veterans' Day)
8. Fourth Thursday in November (Thanksgiving Day)
9. Day after Thanksgiving
10. Twenty-fourth Day of December (Christmas Eve)
11. Twenty-fifth Day of December (Christmas Day)

12. **OVERTIME.**

a. **Defined.** Overtime is any time worked in excess of forty (40) hours per week, (or ten [10] hours per day if on a ten [10] hour day schedule). Overtime shall be paid at time-and-a-half. Employees serving in the Police Chief classification shall not be entitled to overtime pay.

b. **Compensatory Time Off (CTO)** Non-exempt employees may request "Comp" time at time and one-half in lieu of overtime pay. All "comp" time must receive your supervisor's prior authorization. To take "comp" time, you should request approval from your supervisor as far in advance as possible. All requests will be reviewed based on a number of factors, including business needs, staffing requirements, order of requests and possibly seniority. The maximum accrued "comp" hours that you may have at any one time will not exceed 480 hours. If the earned but unused "comp" hours reach this maximum, additional hours will be "capped" and any overtime worked will be paid at overtime rates. Upon separation of employment, you will be paid for unused "comp" time.

c. **Holidays.** Holiday *pay for days* worked shall be *two (2) times the hourly rates. Overtime on holiday shall be paid at two and one-half (2 1/2) times the hourly rate of pay.* Compensation for holidays falling on an officer's scheduled day off shall be provided by giving the officer compensating time off at a straight time rate for the length of the officer's normal shift. Employees serving in the Police Chief classification shall not be entitled to premium pay for holidays.

d. **Call Back.** Employees called back for duty after completing a work day, or called in on a scheduled day off, or who are required to report to court during other than scheduled work hours, shall be paid a minimum of two (2) hours overtime.

13. **SHIFT ASSIGNMENTS.**

a. **Bid Provision.** Shift assignments shall be bid, and assignments shall be made on the basis of seniority within classification.

b. **Off-Duty Education Coordination.** To accommodate off-duty education, to the extent that it is compatible with MPAD requirements, shift changes shall be coordinated with the semester or quarter start dates of local educational institutions providing instruction in the fields of Administration of Justice/Police Science.

c. **Shift Exchange.** Employees shall have the privilege to exchange shifts when the change does not interfere with the operation or diminish the effectiveness of the Police Department and is authorized by affected supervisors.

14. **VACATION TIME.** Vacation entitlement shall be accrued for continuous service, as follows:

a. **After First Six (6) Months.** Forty (40) hours.

b. **After One (1) Year.** Eighty (80) hours per year (includes the 40 hours accrued after the first [6] months).

c. **Five (5) or More Years.** One hundred Twenty (120) hours per year.

d. **Ten (10) or More Years.** One hundred sixty (160) hours per year.

e. **Vacation Time Accumulation Limit.** Employees may accumulate up to two

hundred forty (240) hours of unused vacation, after which point no further vacation shall accrue. MPAD will endeavor to notify Association members of when their individual vacation time accumulation is about to be reached.

15. **SICK LEAVE.**

a. **Accrual.** Sick leave with pay shall accrue at a rate equal to the accrual rate for vacation time. There is no restriction for sick leave accumulation.

b. **Verification.** A physician's certificate or other evidence may be required if there is reasonable cause to believe an employee may be abusing sick leave.

c. **Unused Sick Leave.**

(1) **Applied to Retirement.** MPAD will maintain enrollment of employees in the State of California Public Employees' Retirement System "Unused Sick Leave" Plan.

(2) **Sick Leave Pay-Off.** MPAD agrees to pay up to one (1) month's pay for unused sick leave upon retirement.

d. **On the Job Injury.** Whenever any employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his or her duties, he or she shall become entitled to leave of absence without loss of salary for the period of the disability, but not exceeding one (1) year, or until such earlier date as he or she is retired on a permanent disability pension, and is actually receiving disability pension payments, or advanced disability pension payments pursuant to Labor Code section 4850.3. In order to obtain such leave of absence without loss of salary, the disabled employee must remit to MPAD all disability indemnity received by the disabled employee from MPAD's insurance carriers during the period of such leave. This subsection d of section 15 shall cease to be operative at any time that benefits under Labor Code section 4850 or any successor or similar statute are made available to MPAD police employees.

16. **JURY DUTY.** Employees that perform jury duty during working hours shall be granted time off with pay. The employee shall remit to MPAD all compensation received for jury duty, except reimbursement for mileage.

17. **STATE DISABILITY INSURANCE** Effective July 1, 2010, and at all times thereafter, each employee shall pay 100% of the costs for State Disability Insurance (SDI).

18. **BEREAVEMENT LEAVE.**

a. **General.** In the event of a death in an employee's immediate family, the employee may be granted bereavement leave without deduction in pay for a period that is deemed by MPAD's General Manager to be reasonable, normally not to exceed three (3) days, but more time may be granted depending on the relationship of the employee and the decedent and the amount of time required to travel to the funeral service. Any leave so granted shall not be charged to the employee's sick leave or annual leave.

- b. **Immediate Family.** Immediate family shall normally be understood to mean the employee's spouse, parents, children, siblings, grandparents, mother-in-law and father-in-law.
19. **LEAVE OF ABSENCE.** A leave of absence for personal reasons may be granted at the sole discretion of the MPAD's General Manager.
20. **RETIREMENT.**
- a. **3% at Age 50 Plan.** Employees who became members of CalPERS on or prior to December 31, 2012, "Classic Members", and did not take a prior "cash distribution" shall be maintained in the "3% at 50" Retirement Plan for the local Safety Officers, State of California Public Employees' Retirement System (PERS).
- b. **2.7% at Age 57 Plan.** Employees who became members on or after January 1, 2013, "New Member" shall be in the "2.7% at 57" Retirement Plan for the local Safety Officers, State of California, Public Employees' Retirement System (PERS).
- c. **Contribution.** Contribution rates for both the employee and the District are published annually by the CalPERS Actuarial Department, and are available at the Airport District Offices.
- d. **Accumulated Vacation Pay Off.** Up to two hundred forty (240) hours for unused time.
- e. **One-Year Compensation.** MPAD will maintain the PERS optional benefit PERL Section 20042 providing for retirement benefits to be based on the highest twelve (12) consecutive months for purposes of determining final compensation.
21. **SAFETY ITEMS.** MPAD agrees to "meet and confer" on Safety Items.
22. **GRIEVANCE PROCEDURE.** A grievance is defined as any disagreement by any employee over the application of personnel policy, or any personnel action that an employee alleges to be unfair. Procedures for resolving grievances are as follows:
- a. **Supervisor Action.** Grievances may be submitted to the employee's immediate supervisor. If the grievance has not been settled within five (5) working days from receipt of the grievance by the supervisor, the grievant may submit the matter to the Director of Public Safety (Police Chief), unless the Police Chief is the grievant or the immediate supervisor. If the Police Chief is the grievant's immediate supervisor then the grievant may next submit the grievance to MPAD's General Manager. If the Police Chief is the grievant, then the Police Chief may submit the grievance directly to MPAD's General Manager.
- b. **Police Chief Action.** If within five (5) working days from receipt of the grievance by the Police Chief the grievance has not been settled, the grievant may submit the matter to MPAD's General Manager.

- c. **General Manager Action.** If the grievance has not been settled within ten (10) working days from receipt of the grievance by MPAD's General Manager, the grievant may submit the matter to MPAD's Board of Directors.
- d. **Board of Directors' Action.** MPAD's Board of Directors shall normally consider grievances at their first meeting which is not less than thirty (30) days following receipt of the grievance by MPAD's Board of Directors. The decision of MPAD's Board of Directors shall be final, unless they choose to allow binding arbitration. The arbitrator will be agreed upon by both parties and selected from the American Arbitration Association.

23. **HEALTH AND INSURANCE BENEFITS.** MPAD agrees to provide the following health and insurance benefits to the extent that they continue to be available during the term of this agreement:

- a. **Medical In Lieu Payments.** The District shall pay each employee the sum of five hundred dollars (\$500) provided that employee elects not to receive any Medical coverage, and further provided the employee provides, to the satisfaction of the District, proof that he or she qualifies for and has obtained alternate health coverage for that month. The District shall not pay both the Medical In Lieu and also provide Medical coverage for any employee.
- b. **Retirees** For retirees of at least age 50 and having a minimum of 10 years of service with MPAD, PERS health care benefits are available for the retiree only (i.e., not dependents). MPAD shall contribute toward the premium for such coverage an amount equivalent to 3% of such premium for each year of service with PERS, including sick leave accruals, but not to exceed a total of 90% of such premium. The retiree will be responsible for all other costs, including income taxes.
- c. **Flexible Spending Account (FSA)** Separate and apart from the cost of premiums, MPAD shall contribute to the Cafeteria Plan for each active employee the sum of \$100 per month.
- d. **Cafeteria Plan.** MPAD has established an IRC Section 125 Cafeteria Plan in which active employees may participate. Through the Cafeteria Plan employees may choose from the health care plan options offered from time to time over the term of this agreement. At the inception of this agreement, the health care plan options shall include PERS Care, PERS Choice, and (for PORAC members) PORAC Health Care. MPAD's contribution to the Cafeteria Plan for the cost of health care coverage shall at the inception of this agreement be as follows:

1. **Current Employees:**

- a. **Medical Coverage.** Effective July 1, 2010, MPAD agrees to contribute 93% of the cost of a Major Medical Insurance Program for employees and dependents. The employee shall bear the remainder of this cost of 7%. (Employee 7% contribution shall be calculated after deduction of PERS required employer contribution)

- b. **Dental Coverage.** MPAD agrees to contribute 100% of the cost of a Dental Program for employees and dependents.
- c. **Life Insurance.** MPAD agrees to contribute 100% of the cost of a basic Life Insurance program in an amount not less than \$20,000.
- d. **Group Vision Care.** MPAD agrees to contribute 100% of the cost of Group Vision Care Plan for employees only.
- e. **Changes to Coverage.** The District agrees to keep the Association informed of all changes and negotiations of new, or updating of the present, medical, dental, life insurance and vision care plans.
- f. **Employee Costs.** For medical, dental, and vision care, received by the employee or his/her covered dependents, the employee shall be responsible for payment of annual deductibles and the amount in excess of the amount allowed under the insurance programs carried by MPAD.

2. Employees Hired after July 1, 2010:

- a. **Medical Coverage.** Effective July 1, 2010, MPAD agrees to contribute 85% of the cost of a Major Medical Insurance Program for employees and dependents. The employee shall bear the remainder of this cost of 15%. (Employee 15% contribution shall be calculated after deduction of PERS required employer contribution)
- b. **Dental Coverage.** MPAD agrees to contribute 100% of the cost of a Dental Program for employees and dependents.
- c. **Life Insurance.** MPAD agrees to contribute 100% of the cost of a basic Life Insurance program in an amount not less than \$20,000.
- d. **Group Vision Care.** MPAD agrees to contribute 100% of the cost of Group Vision Care Plan for employees only.
- e. **Changes to Coverage.** The District agrees to keep the Association informed of all changes and negotiations of new, or updating of the present, medical, dental, life insurance and vision care plans.
- f. **Employee Costs.** For medical, dental, and vision care, received by the employee or his/her covered dependents, the employee shall be responsible for payment of annual deductibles and the amount in excess of the amount allowed under the insurance programs carried by MPAD.

24. **NON-DISCRIMINATION.** The parties agreed that they shall not discriminate against any employee or Association member because of race, color, creed, sex or national origin, or because of membership or non-membership in an association or any activities on behalf of the Association.

25. **SEVERABILITY.** In the event that any provision of this agreement shall be, declared by any court of competent jurisdiction, or by any State or Federal law or regulation, or should a decision by any court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided in this agreement, or impose additional obligations on MPAD, the parties shall "meet and confer" on the provision affected. In such event, all other provisions of this agreement not affected shall continue in full force and effect.

26. **FULL UNDERSTANDING, MODIFICATION AND WAIVER.**

a. **General.** This agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any and all prior or existing memoranda of understanding, understandings, or agreements, whether formal or informal, are hereby superseded and terminated in their entirety.

b. **Existing Practices.**

(1) **Cited in Agreement.** Existing practices and/or benefits provided by ordinance or resolution of MPAD's Board of Directors and which are referenced in this Agreement shall continue in accordance with the terms of this Agreement.

(2) **Not Cited in Agreement.** Existing practices and/or benefits which are not referenced in this Agreement shall continue without change unless modified or abolished by mutual agreement of the parties.

c. **Good Faith Intent.** It is the intent of the parties that ordinances, resolutions, rules and regulations enacted pursuant to this agreement be administered and observed in good faith.

d. **Meet and Confer.** Although nothing in this agreement shall preclude the parties from mutually agreeing to "meet and confer" on any subject within the scope of this agreement, it is agreed that neither party may require the other party to "meet and confer" on any matter not covered herein or any other matter not within the scope of the representation.

27. **AUTHORIZED REPRESENTATIVES:** To administer the terms and provisions of the applicable ordinances, resolutions, rules and regulations for this agreement, the following shall apply:

a. **MPAD Representatives.** MPAD's principal agent shall be MPAD's General Manager, or his designated representative.

b. **Association.** The association's principal agent shall be the President of the Association, or his duly authorized representative.

28. **MANAGEMENT RIGHTS.** MPAD retains the following rights during the period of this agreement:

a. **Staffing Level.** It is within the sole discretion of MPAD to determine the

staffing level of the Police Department.

b. **Reduction in Force (RIF).** MPAD reserves the right to institute reduction in force action (RIF) when necessitated by airline strikes, major reduction in service, critical economic conditions, or government legislation. MPAD agrees that before any reduction in force of police personnel is made, all other MPAD departments will be reviewed before a reasonably fair reduction in MPAD staff is made. MPAD agrees to make reasonable efforts to notify laid-off officers and employees of any openings in the police department. MPAD agrees that laid-off officers and employees that are returned to service for MPAD shall keep their same rank, pay step compensation, and status they had prior to being laid-off.

c. **Insurance.** Whereas MPAD shall maintain adequate medical/dental/optical insurance coverage for employees, MPAD reserves the right to consider medical/dental/optical insurance options and alternatives and to select the insurance programs deemed by MPAD to be the most appropriate.

d. **Meet and Confer.** All of the above MPAD rights will follow the "meet and confer" process.

29. **SALARY SCHEDULE.** The salary schedule set forth by the district for Police Officers shall be in full force and effect through and including June 30, 2016. Commencing July 1, 2016 the salary schedule shall be adjusted to reflect a three percent (3%) increase in compensation.

Police Officer Part Time. Police Officer step 1 hourly rate is less 10%. Part time officers are temporary employees and entitled to only the basic benefits required by state or federal law.

Special Assignment Pay.

Employees providing Field Training and designated as a Field Training Officer (FTO) by the Police Chief, or his/her designee, shall be entitled to a two and one-half percent (2.5%) increase in their base hourly rate for all hours actually worked as an FTO.

Night Differential Pay. All full-time employees working between the hours of 10:00pm and 6:00am shall receive an additional two and one-half percent (2.5%) above their hourly rate of pay for hours actually worked during the defined time period.

30. **PRIOR AGREEMENT SUPERSEDED.** The agreement between MPAD and the Association for the period July 1, 2010 – December 31, 2011 is hereby superseded.

IN WITNESS WHEREOF, the parties have caused this contract to be signed this ____ day of February, 2015.

Monterey Peninsula Airport District

Monterey Peninsula Airport District
Police Officers Association

Tonja Posey
Human Resources/Risk Manager

Damon Hickerson
President, POA

David A. Prentice, Partner
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Thomas E. Greer, AAE
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