

Article 24 DISTRICT POLICE

(District Police Department employees include District Police Officers, District Police Officer Trainees, Community Service Officers and Community Service Officer/Dispatchers.)

§ 24.1 Probationary Period

§ 24.1.1 New District Police Officers and Community Service Officer/Dispatchers and promoted District Police Officers and Community Service Officer/Dispatchers shall serve a one (1) year probationary period.

§ 24.1.2 The probationary period will begin on the first day of paid service as a District Police Officer trainee in Peace Officers Standards and Training (P.O.S.T.) or in a non-training role.

§ 24.1.3 Probationary employees are exempt from the assignment rotation schedule for at least six (6) months after completing Field Training Officer (FTO) assignment, up to the one (1) year probationary period.

§ 24.2 Employment Agreement

§ 24.2.1 The District will pay the cost of P.O.S.T. and a monthly training salary while a unit member is attending P.O.S.T. with the condition that the unit member signs a contract to work for the District as a District Police Officer for thirty-six (36) months after graduation from P.O.S.T.

§ 24.2.2 If the unit member under contract leaves the position of District Police Officer before the contract is satisfied, that unit member agrees to pay the remaining pro-rated amount back to the District.

This payment to the District must be made on or before the last day of employment as a District Police Officer.

§ 24.3 Evaluations

§ 24.3.1 Evaluations will be done on the Performance Measures and Evaluation form for Police Officers. Evaluations will be done at three (3) months, six (6) months and eleven (11) months.

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§ 24.3 Evaluations (Continued)

§ 24.3.1.1 The Performance Measures and Evaluation form replaces the Performance Appraisal Report for Police Officer form (Appendix D.4).

§ 24.3.2 District Police Officers on probation and those past probation may be evaluated more frequently when there is reasonable cause for such an evaluation.

§ 24.3.3 The appeal process shall be the same as detailed in Section 4.5.1, Appeal.

§ 24.4 P.O.S.T. Training

§ 24.4.1 Effective July 1, 2001 any District Police Officer the District hires who is not P.O.S.T. certified and attends P.O.S.T. while a unit member of the District will receive Step A on the Classified Salary Schedule of the grade for a Police Officer.

§ 24.4.2 Advancement to Step B, July 1, will only take place if the officer has completed P.O.S.T. on or before April 1, of that year.

§ 24.5 Shift Assignments

The location each Police Officer, Community Service Officer, Community Service Officer/Dispatch is assigned to shall be determined by District needs.

§ 24.5.1 Shift differential of 5% will be applicable for graveyard and swing shifts defined in Section 6.18, Shift Differential.

§ 24.5.2 District Police Officers, Community Service Officers, Community Service Officers/Dispatch shall rotate shifts approximately every six (6) months. Available shifts shall be selected in descending order of seniority, with the most senior officer selecting first, provided that each officer must select a different shift assignment than the prior six (6) month assignment. The last remaining shift shall be assigned to the least senior officer. While on probation an officer may be assigned to a shift at his or her supervisor's discretion prior to shift selection by other officers.

§ 24.5.3 Shift Change: Request for shift preference must be received by the Chief of Police on or before June 1 and December 1 of each year. Shift change will take place approximately January 1 and July 1 of each year.

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§ 24.5 Shift Assignments (Continued)

§ 24.5.4 Police Officer, Community Service Officer, Community Service Officer/Dispatcher shifts are subject to change dependent on the needs of the District. Shifts are eligible for the shift differential per Article 6.18.

§ 24.5.5 Maximum Hours in 24-Hour Period: The maximum hours employees will work in a 24-hour period is sixteen (16) hours. It is preferred that they not work more than twelve (12) hours. There may be necessary exceptions due to operational emergencies.

§ 24.6 Uniform Allowance

§ 24.6.1 The District shall provide for a \$750.00 per fiscal year allowance for replacement, additional uniforms, equipment, and cleaning of uniforms for District Police Department employees. Clothes/equipment damaged in the performance of duty will be replaced by the District separate from the annual allowance.

§ 24.6.2 Newly hired uniformed Police Department employees will initially be supplied the uniforms and equipment necessary to perform the functions of their position. All uniforms and equipment supplied remain the property of the District. Upon separation of employment, these uniforms and equipment shall be returned.

§ 24.6.3 Upon separation with the District, Police Officers may purchase their body armor (vest) at a pro-rated rate.

§ 24.7 District Police Discipline

§ 24.7.1 The parties recognize that disciplinary action relating to the classification of District Police Officer are subject to the provisions of Section 3300-3311, Chapter 9.7, Division 4, Title 1 of the Government Code. To the extent that the terms of this Agreement conflict with the provisions of the Government Code as specified herein, the provisions of the Government Code shall be controlling.

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§ 24.8 Workers' Compensation

§ 24.8.1 The parties recognize that certain provisions of the California Labor Code apply to selected groups of public safety officers. In the event that any provisions of the Labor Code applying to District Police Officers conflict with the terms of this Agreement, the Labor Code shall be controlling.

§ 24.9 Training

§ 24.9.1 For the purpose of discipline and pay, mandatory training will be considered "assigned work." Failure to attend mandatory training without appropriate authorization may be cause for disciplinary action. (See Section 21.5.1.9 - Insubordination)

§ 24.10 Police Officer's Association (POA)

§ 24.10.1 While SEIU is the recognized collective bargaining agent, the parties recognize that public safety members have professional issues of concern that are addressed through the SRJC District Police Officers Association (POA). The POA may use District facilities for the purpose of discussing these issues and concerns. The request to use District facilities will follow established District guidelines. On-duty officers will not participate in POA meetings.

§ 24.11 Chain of Command

§ 24.11.1 The District Police chain of command is described in the SRJC District Police Department Policy Manual.

§ 24.12 SRJC District Police Department Policy Manual

§ 24.12.1 The parties acknowledge that the SRJC District Police Policy Manual will conform with the terms of this Agreement and applicable federal and state laws.

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§ 24.13 Special Assignments

§ 24.13.1 Any District Police Officer serving in a P.O.S.T. prescribed and approved Field Training Officer (FTO) or Detective assignment, will be eligible for a stipend of \$175.00 per month. Eligibility for this stipend will be maintained as long as the officer fills this assignment.

§ 24.13.2 A new FTO assignment will be effective one month prior to the anticipated hire date for a new District Police Officer.

§ 24.14 Labor Code Section 4850

§ 24.14.1 The District agrees to support SEIU's efforts to extend the provisions of Section 4850 of the Labor Code to cover District Police Officers.

§ 24.15 Holiday Pay

§ 24.15.1 In lieu of time off for holidays, Police Officers and Community Service Officers/Dispatch will be paid an additional 8 hours of straight time for each District recognized, negotiated holiday (see Article 10.1.1 for a list of holidays). The holiday(s) will be paid in the month following the actual holiday(s) and will be reported to PERS as special compensation. If an employee is less than full-time, the pay will be pro-rated to the employee's FTE (full-time equivalent) on the day of the holiday.