

Article 24 DISTRICT POLICE

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

Both parties agree to split the cost of conducting an actuarial study to determine the costs of Safety PERS between the District and the LEA.

§ 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.

Article 24 DISTRICT POLICE (Continued)

§ 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 length of the workday shall be designated in accordance with the provisions set forth in this Agreement. Each unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours with consecutive workdays and consecutive rest days.

The location to which each District Police Officer, Community Service Officer, Police Dispatcher/Records Technician is assigned to shall be determined by District needs.

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

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§ 24.5 Shift Assignments (Continued)

§ 24.5.2 Shift rotation sign up schedules shall be supplied and posted by District Police management by November 1 and May 1 of each year and 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.

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

§ 24.5.4 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.

§ 24.5.5 A District Police unit member that is required to appear before any judicial court or hearing under official subpoena, related to District Business only, shall be compensated at least two (2) hours at the appropriate rate of pay under this Agreement, irrespective of the actual time worked. If the unit member's appearance at any judicial court or hearing exceeds two (2) hours, the unit member shall be compensated at the appropriate rate of pay under this Agreement. This article shall not apply during a unit member's normally scheduled workday and work hours.

If a unit member is placed on court standby by the District Attorney's office or other official court officer, the unit member shall immediately contact an on-duty supervisor and advise of the court standby status. A unit member placed on court standby shall be compensated as described under Article 6.16.1 of this Agreement.

In the event that a unit member scheduled for a graveyard shift is subpoenaed to court on a day that immediately precedes the unit members last scheduled shift, and the unit member is scheduled to work again the same night as the scheduled court or hearing date, the unit member shall be allowed to use personal necessity leave up to the exact amount of time spent in court for the purpose of returning home to rest. The unit member shall be allowed to subtract from the scheduled work schedule and report to work after the unit member's regularly scheduled start time [example: a unit member works 6:00 pm – 6:00 am, appears in court from 1:00 pm – 3:00 pm, and is scheduled to return to work at 6:00 pm that night; the unit member would be allowed to deduct two hours personal necessity leave and report to work at 8:00 pm instead of 6:00 pm; reference section 88207 California Education Code]. Unit members using Personal Necessity under this article shall complete the appropriate Notice of Absence form and submit it to their immediate supervisor. In the event of an emergency or unsafe coverage issues, a supervisor may order the unit member to report for duty at the regularly scheduled time.

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§ 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.

§ 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)

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§ 24.10 Law Enforcement Association (LEA)

§ 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 Law Enforcement Association (LEA). The LEA may use District facilities and communication systems for the purpose of discussing these issues and concerns. The request to use District facilities will follow established District guidelines.

§ 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.

§ 24.13 Special Assignments

§ 24.13.1 Any District Police employee serving in a P.O.S.T. prescribed and approved Field Training Officer (FTO), Communications Training Officer (CTO) or Detective assignment, will be eligible for a 5% premium for all hours in paid status. Eligibility for this premium will be guaranteed for three years unless removed for cause. Renewal of the assignment will be at the discretion of the Chief. This is in order to maintain continuous up to date training techniques and professional growth as prescribed by P.O.S.T.

§ 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.

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§ 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.

§ 24.16 Rest Periods

§ 24.16.1 If the District fails to provide an employee a rest period, the District must pay one additional hour of "straight time" compensation for each workday that the rest period is not provided. This time will be submitted on a time sheet and will indicate which supervisor was contacted for relief for the break. This additional hour is not counted as hours worked for purposes of overtime calculations.