

Article 24 DISTRICT POLICE

The District recognizes the fact that the District Police Department is a public safety organization and, as such, is required to be continuously staffed; 24 hours a day, 7 days a week, 365 days a year. The Department is a California Peace Officer Standards and Training (POST) certified agency that complies with all state standards for recruitment and training. (District Police Department employees include District Police Officers, District Police Officer Trainees, Community Service Officers Community Service Officer Trainees, Police Dispatcher/Records Technicians, Police Dispatcher/Records Technician Trainees and the Police Systems Administrator.)

§ 24.1 Probationary Period

§ 24.1.1 New District Police Officers, and Police Dispatcher/Records Technicians and promoted District Police Officers and Police Dispatcher/Records Technicians shall serve a one (1) year probationary period. 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.

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

§ 24.2 Employment Agreement

§ 24.2.1 The District will pay the cost of a P.O.S.T. police academy and a monthly training salary while a unit member is attending a P.O.S.T. police academy 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 a P.O.S.T. police academy.

§ 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 of the monthly training salary 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. If payment is not received, he/she will be billed by the District for the amount which the District is owed.

Article 24 DISTRICT POLICE (Continued)

§ 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.

§ 24.3.1.1 The Performance Measures and Evaluation form replaces the Performance Appraisal Report for Police Officer form (Appendix C.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 Article 4.7., Appeal, Section 4.7.1.

§ 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 a P.O.S.T. police academy 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 a P.O.S.T. police academy 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.

Article 24 DISTRICT POLICE (Continued)

§ 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.

Article 24 DISTRICT POLICE (Continued)

§ 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 or lost 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 to the District.

§ 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 Article 21, Disciplinary Action, Section 21.5.1.9 - Insubordination)

Article 24 DISTRICT POLICE (Continued)

§ 24.10 Police Officers Association

§ 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 Police Officers Association (POA). The POA 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 District Police Officers shall be entitled to benefits and rights as defined under California Labor Code Section 4850, et seq. Employees are also eligible for District sponsored Disability benefits (see Article 12 or contact the Human Resources Department).

Article 24 DISTRICT POLICE (Continued)

§ 24.15 Holiday Pay

§ 24.15.1 In lieu of time off for holidays, Police Officers and Police Dispatcher/Records Technicians 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 it is worked. 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.

§ 24.16.2 Sworn Employees

Paid meal periods for sworn employees shall be part of the total hours worked within the scheduled shift and shall be compensated at the employee's current rate of pay as described under Articles 6, 7, and 24 of the Agreement between Sonoma County Junior College District and SEIU 1021. During paid meal periods, sworn employees are considered out of service, but subject to calls for service; reasonable efforts shall be made to utilize in-service, sworn employees to handle routine calls for service during the paid meal period. Although sworn employees are paid for their meal periods, they shall be allowed the paid meal period away from their patrol vehicles and common work stations. Paid meal periods for sworn employees shall be governed under state law according to the provisions of California Labor Code Section 512(a).

§ 24.16.3 Dispatcher/Records Technicians

Paid meal periods for dispatcher/records technicians shall be part of the total hours worked within the scheduled shift and shall be compensated at the employee's current rate of pay as described under Articles 6, 7, and 24 of the Agreement between Sonoma County Junior College District and SEIU 1021. During paid meal periods, dispatcher/records technicians are considered out of service, but subject to call-back in the event of an emergency or routine incident; they will monitor their radio and stay in close proximity to their work stations. Although dispatcher/records technicians are paid for their meal periods, they shall be allowed the paid meal period away from the communications center and common work stations, but shall remain within the premises of the Police Department, unless authorized by a supervisor. The paid meal periods for dispatcher/records technicians shall be covered by other dispatcher/records technicians, sworn employees, or other support staff authorized by the Chief of Police. Paid meal periods for dispatcher/records technicians shall be governed under state law according to the provisions of California Labor Code Section 512(a).

Article 24 DISTRICT POLICE (Continued)

§ 24.17 Safety PERS

§ 24.17.1 On March 30, 2017, the District and SEIU agreed to implement Safety PERS for all sworn District Police Officers. This includes a formula of 2.7% at 57 years of age for classic and new members. Additional information can be found in the MOU (Appendix R).

This page intentionally left blank.