

## **Article 24 DISTRICT POLICE**

The District recognizes that District Police 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. Any reference to a “work day” in this article includes all seven (7) days of the week. 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 unit members include Police Officers, Police Officer Trainees, Community Service Officers (CSO’s), Community Service Officer Trainees, Police Dispatcher/Records Technicians, Police Dispatcher/Records Technician Trainees, the Police Systems Administrator and the Administrative Assistant III.)

### **§ 24.1 Probationary Period**

**§ 24.1.1** New Police Officers, and Police Dispatcher/Records Technicians and promoted 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 Police Officer trainee in Peace Officers Standards and Training (P.O.S.T.) or in a non-training role. New Community Service Officers shall serve a probationary period of six (6) months.

**§ 24.1.2** Probationary unit members 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 Evaluations**

**§ 24.2.1** 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.

**§ 24.2.2** The Performance Measures and Evaluation form replaces the Performance Appraisal Report for Police Officer form (Appendix C.4).

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

**§ 24.2.4** At the request of a permanent unit member in District Police, the unit member may receive an annual employee performance evaluation. Otherwise the District will follow the evaluation timing in Article 4.

**§ 24.2.5** The appeal process shall be the same as detailed in Article 4.7, Appeal, Section 4.7.1.

## **Article 24 DISTRICT POLICE (Continued)**

### **§ 24.3 P.O.S.T. Training**

**§ 24.3.1** The District will pay the cost of a P.O.S.T. police academy, all required uniforms/equipment, and a monthly training salary while a unit member is attending a P.O.S.T. police academy. Any 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 1 (one) on the Classified Salary Schedule of the grade for a Police Officer.

**§ 24.3.2** Advancement to Step 2, 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.

### **§ 24.4 Shift Assignments**

The District Police Department is a 24/7 operation which requires shifts for Police Officers and Police Dispatch/Records Technicians to include evenings, graveyards, weekends, and periods where the District is closed such as legal holidays. For Police Officers and Police Dispatcher/Records Technicians, any shifts that include a weekend day will be a part of a compressed schedule (i.e. a 4/10 or 3/12 schedule). For Community Service Officers, any shifts that include a weekend day will require that they be assigned to a 4/10 work schedule.

Each unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours with consecutive workdays and consecutive rest days.

The reporting location to which each Police Officer, Community Service Officer, Police Dispatcher/Records Technician is assigned is based on the shift sign up.

**§ 24.4.1** Police Officers, Community Service Officers, Police Dispatcher/Records Technicians shall rotate shifts every six (6) months. Available shifts, including reporting locations for CSOs, 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 their supervisor's discretion prior to shift selection by other unit members.

**§ 24.4.2** Shift rotation sign up schedules shall be provided to unit members and SEIU 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.

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

## **Article 24 DISTRICT POLICE (Continued)**

### **§ 24.4 Shift Assignments (Continued)**

**§ 24.4.4** Maximum Hours in 24-Hour Period: The maximum hours unit members 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.

**§ 24.4.5** A District Police unit member who 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.

### **§ 24.5 Filling Vacant Shifts**

**§ 24.5.1** When a Police Officer or Police Dispatcher/Records Technician shift becomes vacant, the District Police supervisor should make an attempt to fill a vacant shift with the utilization of overtime based upon staffing levels, operational needs, and officer safety.

A good faith effort shall be made to fill the vacant shift. All unit members in the same classification will be given the opportunity to fill the vacant shift with the utilization of overtime. A Police Officer or Police Dispatcher/Records Technician being requested to fill a vacant shift may work a partial shift at the unit member's discretion, in cooperation with the supervisor.

## **Article 24 DISTRICT POLICE (Continued)**

### **§ 24.6 Shift Changes**

**§ 24.6.1** Unit members whose shifts are subject to involuntary shift changes shall be notified of the change either in person, phone conversation, text, or email. If the unit member is notified verbally, a written notification shall be made soon thereafter. If the notification is made by text or email Management may not add the change to the schedule before receiving confirmation of notification from the employee.

**§24.6.2** Unit members shall receive at least one-hundred and sixty-eight (168) hours (seven (7) calendar days) notice of involuntary shift changes for assignments of three (3) days or more, except in cases of unforeseeable circumstances.

### **§ 24.7 Uniform Allowance**

**§ 24.7.1** The District shall provide for a uniform allowance of \$759.75 for Police Dispatcher/Records Technicians, \$861.05 for Community Service Officers, and \$911.70 for Police Officers per fiscal year allowance for replacement, additional uniforms, equipment, maintenance and cleaning of uniforms for District Police unit members. Clothes/equipment damaged or lost in the performance of duty will be replaced by the District separate from the annual allowance.

**§ 24.7.2** Newly hired uniformed District Police unit members will initially be supplied the uniforms and equipment necessary to perform the functions of their position. Any newly required equipment will be initially supplied. 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.

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

### **§ 24.8 Police Officer Discipline**

**§ 24.8.1** The parties recognize that disciplinary action relating to the classification of 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.

## **Article 24 DISTRICT POLICE (Continued)**

### **§ 24.9 Workers' Compensation**

**§ 24.9.1** 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 Police Officers conflict with the terms of this Agreement, the Labor Code shall be controlling.

### **§ 24.10 Training**

**§ 24.10.1** 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)

### **§ 24.11 Police Officers Association**

**§ 24.11.1** 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.

### **§ 24.12 Chain of Command**

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

### **§ 24.13 SRJC District Police Department Policy Manual**

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

## **Article 24 DISTRICT POLICE (Continued)**

### **§ 24.14 Special Assignment**

**§ 24.14.1** Any District Police unit member actively serving in a P.O.S.T. prescribed and approved Field Training Officer (FTO), Communications Training Officer (CTO), Certified Instructor (i.e. firearms, defensive tactics, etc.), or Detective assignment, will be eligible for a 5% premium for each specialty for all hours in paid status. Eligibility for this premium will be guaranteed for three years unless removed for disciplinary or other cause that the unit member has been notified of and given the opportunity to correct. Each specialty shall be for a three year period. After the initial three year period, annual 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.

**§ 24.14.2** Any District Police unit member who is actively serving in a Cadet Coordinator assignment, will be eligible for a 2.5% premium for all hours in paid status. At least two unit members in the District Police department shall serve in this capacity concurrently. Eligibility for this premium will be guaranteed for three years unless removed for disciplinary or other cause that the unit member has been notified of and given the opportunity to correct. After the initial three-year period, annual renewal of the assignment will be at the discretion of the Chief.

### **§ 24.15 Labor Code Section 4850**

**§ 24.15.1** Police Officers shall be entitled to benefits and rights as defined under California Labor Code Section 4850, et seq. Unit members are also eligible for District sponsored Disability benefits (see Article 12 or contact Human Resources).

### **§ 24.16 Holiday Pay**

**§ 24.16.1** 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 a unit member is less than full-time, the pay will be pro-rated to the unit member's FTE (full-time equivalent) on the day of the holiday.

### **§ 24.17 Rest Periods**

**§ 24.17.1** If the District fails to provide a unit member 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.

**Article 24 DISTRICT POLICE (Continued)**

**§ 24.17 Rest Periods (Continued)**

**§ 24.17.2 Sworn Unit Members**

Paid meal periods for sworn unit members shall be part of the total hours worked within the scheduled shift and shall be compensated at the unit member'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 unit members are considered out of service, but subject to calls for service; reasonable efforts shall be made to utilize in-service, sworn unit members to handle routine calls for service during the paid meal period. Although sworn unit members 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 unit members shall be governed under state law according to the provisions of California Labor Code Section 512(a).

**§ 24.17.3 Police Dispatcher/Records Technicians**

Paid meal periods for Police Dispatcher/Records Technicians shall be part of the total hours worked within the scheduled shift and shall be compensated at the unit member'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, Police 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 Police 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 District Police Department, unless authorized by a supervisor. The paid meal periods for Police Dispatcher/Records Technicians shall be covered by other Police Dispatcher/Records Technicians, sworn unit members, or other unit members authorized by the Chief of Police. Paid meal periods for Police Dispatcher/Records Technicians shall be governed under state law according to the provisions of California Labor Code Section 512(a).

**§ 24.17.4 Community Service Officers**

Paid meal periods for Community Service Officers (CSO) shall be part of the total hours worked within the scheduled shift and shall be compensated at the unit member'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, CSO unit members are considered out of service, but subject to calls for service; reasonable efforts shall be made to utilize in-service unit members to handle routine calls for service during the paid meal period. Although CSO's are paid for their meal periods, they shall be allowed the paid meal period away from their patrol vehicles and common workstations. Paid meal periods for CSO's shall be governed under state law according to the provisions of California Labor Code Section 512(a).

## **Article 24 DISTRICT POLICE (Continued)**

### **§ 24.18 Professional Incentive**

**§ 24.18.1** The District will pay a monthly incentive to unit members in the Police Officer and Police Dispatcher/Records Technician classifications who are employed full-time, part-time, permanent or probationary for job related Police Officer Standards and Training (POST) Certificates which exceed the normal established job requirements. Eligible unit members will be compensated a monthly amount, as follows:

- POST Intermediate Certificate: two percent (2%) of base salary
- POST Advanced Certificate: two percent (2%) of base salary, for a total of four percent (4%) of base salary.

Beginning July 1, 2020 these percentages increased to two and one half percent (2.5%) of base salary for each POST Certificate, for a total of five percent (5%) of base salary.

### **§ 24.19 Safety PERS**

**§ 24.19.1** On March 30, 2017, the District and SEIU agreed to implement Safety PERS for all sworn 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 P).