MEMORANDUM OF UNDERSTANDING

between

THE DESIGNATED REPRESENTATIVES OF THE CITY OF REDDING

and

THE DESIGNATED REPRESENTATIVES

of the

REDDING PEACE OFFICERS ASSOCIATION -

MISCELLANEOUS EMPLOYEES

EFFECTIVE: January 26, 1989
AMENDED: May 21, 1991, to be effective May 12, 1991
AMENDED: September 20, 1994, to be effective September 11, 1994
AMENDED: December 2, 1997, to be effective September 7, 1997
AMENDED: April 3, 2001, to be effective March 4, 2001
AMENDED: July 6, 2004, to be effective June 5, 2004
AMENDED: January 4, 2011, to be effective December 26, 2010
AMENDED: December 15, 2015 to be effective December 16, 2015
AMENDED: February 19, 2019 to be effective February 20, 2019

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 21st day of February, 1989, by and between the designated representatives of the CITY OF REDDING (a public agency as defined in Section 3501(c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as the City, and the designated representatives of the Redding Peace Officers Association (a recognized employee organization as defined in Section 3501(b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as Association;

W I T N E S S E T H:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the City, the Association and the general public may benefit therefrom, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the City;

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1: PREAMBLE

1.1 The parties acknowledge the provisions of Chapter 10 (Section 3500, et. seq.) of Division 4 of Title 1 of the Government Code of the State of California.

1.2 It is the policy of the City and the Association not to, and neither party will, interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, color, sex, sexual orientation, citizenship status, marital status, ethnicity, age (for people 40 and older), religion, gender identity, gender expression, genetic information, national origin and ancestry, political affiliation, creed, military or veteran status, physical disability, mental disability, medical condition or any other characteristic protected by state or federal law.

1.3 The City is engaged in rendering services to the public and the City and the Association recognize their mutual obligation for the continuous rendition and availability of such services.

1.4 The duties performed by employees of the City as part of their employment pertain to and are essential to the operation of a municipality and the welfare of the public dependent thereon. During the term of this Memorandum of Understanding, employees shall not partially or totally abstain from the performance of their duties for the City. The Association shall not call upon or authorize employees individually or collectively to engage in such activities and shall make a reasonable effort under the circumstances to dissuade employees from engaging in such activities. Those employees who do individually or collectively, partially or totally abstain from the performance of their duties for the City shall be subject to disciplinary action up to and including discharge from employment without recourse.

1.5 City employees shall perform loyal and efficient work and service and shall use their influence and best efforts to protect the properties of the City and its service to the public and shall cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.

1.6 The City and the Association shall cooperate in promoting harmony and efficiency among City employees. The parties have met and conferred in good faith and have reached agreement on procedures set forth in this Memorandum of Understanding for resolution of disputes between the parties. The Association agrees that it will follow the procedures as set forth in this Memorandum of Understanding or the bargaining process required by the Meyers-Milias-Brown Act and will make every effort to persuade its members to also use the established procedures, rather than to use any other method or forum such as appeals directly to the news media or the City Council for resolution of problems or disputes arising out of this Memorandum of Understanding.

1.7 Notwithstanding anything to the contrary, the Redding Peace Officers' Association recognizes and accepts the right of City of Redding management to manage the City. This recognition includes acceptance of the fact that the management rights listed below are not subject to either grievance procedures or the meeting and conferring in good faith process provided for by the Meyers-Milias-Brown Act. It is agreed by the parties to this Memorandum that management rights include, by way of illustration and not by way of limitation, the following: (a) the full and exclusive control of the management of the City; (b) the supervision of all operations, methods, processes and means of performing any and all work, the control of the property and the composition, assignment, direction and determination of the size of its working forces; (c) the right to determine the work to be done by employees; (d) the right to change or introduce new or improved operations, methods, means or facilities; and (e) the right to hire, schedule, promote, demote, transfer, release and lay off employees and the right to suspend, discipline and discharge employees and otherwise to maintain an orderly, effective and efficient operation.

ARTICLE 2: RECOGNITION

2.1 The City recognizes the Association as the "Majority Representative" of all employees of the City Police Department who hold a classification listed on Exhibit "A" of this Memorandum of Understanding. The provisions of this Memorandum of Understanding hereinafter set forth shall apply only to those employees of the City of Redding for whom the Redding Peace Officers' Association is the established majority representative.

2.2 Official representatives of the Association will be permitted access to City property to confer with City employees on matters of employer-employee relations, but such representatives shall not interfere with work in progress without agreement of Management.

2.3 The City will provide the Association adequate bulletin board space for the purpose of posting thereon matters relating to official Association business.

2.4 The City and the Association will not interfere with, intimidate, restrain, coerce or discriminate against any employee because of the employee's membership or non-membership in the Association or the employee's activity on behalf of the Association.

2.5 Any employee, at the employee's request, shall be permitted representation by an Association representative. The foregoing shall apply to reprimands and disciplinary actions, providing there is not unreasonable delay in obtaining representation.

2.6 Joint Association-Management meetings shall be held as often as agreed upon by the Association and Management. The purpose of these meetings shall be to promote harmony and efficiency and to improve communications between employees and all levels of

management. The meeting agenda shall be determined by those in attendance and there shall be no restrictions on the subject matter, provided the meetings shall not substitute for normal grievance procedures or for formal negotiations between the parties. Those in attendance shall consist of the Association's Negotiating Committee and the City's Police Chief, the City's Personnel Director and such other management personnel as determined by the Personnel Director. The meetings shall be summarized in written minutes. Except that the provisions of this section shall be observed, the meetings shall be self-organizing.

2.7 Whenever the parties are engaged in the periodic meeting and conferring in good faith for the purpose of modifying or amending the provisions of this Memorandum of Understanding, no more than three (3) employees shall participate as Association representatives with no more than two (2) employee representatives being absent from the same shift. In order to avoid hardships on either the City or employee representatives, the City may transfer such employee representatives to day shift duty for the purpose of enabling employees to participate in the meeting and conferring process.

ARTICLE 3: ASSOCIATION SECURITY

3.1 The City shall deduct from their wages, the regular membership dues of employees who are members of the Association and who individually and voluntarily authorize such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

3.2 Deductions shall be made from the first and second payroll periods of each month in approximately equal amounts and a check for the total deductions shall be submitted to the Redding Peace Officers' Association within five (5) working days of the date the deductions are withheld from the employee's check. Deductions may include individual insurance and benefit programs.

3.3 The form of check-off authorization shall be approved by both the City and the Association.

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Any grievance which may arise between the Association or any of its members and the City, with respect to the interpretation or application of any of the terms of this Memorandum of Understanding and with respect to such matters as the alleged discriminatory or arbitrary discharge, demotion or discipline of an individual employee, shall be determined by the provisions of this article, except that such matters as are included in the definition of impasse as set forth in Resolution No. 2012-091 are not a grievance. Probationary employees shall not be entitled to invoke Article 4, Grievance Procedure, with regard to matters of discharge, or demotion. This shall not, however, prevent a probationary employee from exercising any other rights under this Memorandum of Understanding. Every employee designated by the City to hear the grievance of a subordinate shall have the authority to settle that grievance.

4.2 For matters regarding MOU interpretation the following provisions will apply:

4.2(a) The initial step in the adjustment of a grievance shall be a discussion between the Association's President or Vice President, or any other person designated by the grievant, and the immediate Management Supervisor directly involved, Division Head or Department Director as applicable, who will answer within ten (10) calendar days. This step shall be started within

thirty (30) calendar days of the date of the action complained of or the date the grievant became aware of the incident which is the basis for the grievance. This step may be taken during the working hours of the Association President or Vice President. The foregoing steps may be supplemented by written presentations as well as the oral discussions required above. The notice of the time, date and location of all meetings between the grievant's representatives and management representatives must be in writing.

4.2(b) Step Two: If the initial step in resolving the grievance (step one) was at a lower administrative level than the Chief of Police, and the grievance was not resolved at Step One, the second step shall be a discussion between the Association's President or Vice President or representative and the Chief of Police who shall answer within ten (10) calendar days. This step shall be taken within ten (10) calendar days of the date of the Department Director's answer in Step One.

4.2(c) Step Three: If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance, in writing, by the Association President or Vice President or representative to the City Manager or designee (Assistant City Manager or Deputy City Manager), who shall answer, in writing, within ten (10) calendar days. The third step shall be taken within ten (10) calendar days of the date of the answer in Step Two.

4.2(d) Step Four: If a grievance is not resolved in the third step, the fourth step shall be referral to arbitration. The fourth step shall be taken within twenty (20) calendar days of the date of the answer in Step Three.

4.3 For matters regarding disciplinary situations involving more than a reprimand (i.e., discharge, demotion or suspension) the following procedures will apply: 1) Disciplinary grievances must be filed within (10) calendar days of receiving a final Notice of Discipline; 2) Disciplinary grievances shall commence at step 1 of this procedure, at the Chief of Police level, and may continue to step 4. Probationary employees shall not be entitled to invoke Article 4, Grievance Procedure, with regard to matters of discharge, or demotion. This shall not, however, prevent a probationary employee from exercising any other rights under this Memorandum of Understanding.

4.3 (a) The initial step in resolving the grievance shall be a discussion between the Association's President or Vice President or representative designated as such by the grievant and the Chief of Police, who shall answer within ten (10) calendar days.

4.3 (b) Step Two: If a grievance is not resolved in the initial step, the second step shall be the presentation of the grievance in writing by the Association President or Vice President or representative designated as such by the grievant to the Personnel Director, who shall answer in writing within ten (10) calendar days. The second step shall be taken within ten (10) calendar days of the date of the answer in the initial step.

4.3 (c) Step Three: If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance in writing by the Association President or Vice President or representative designated as such by the grievant to the City Manager or designee (Assistant City Manager or Deputy City Manager), who shall answer in writing within ten (10) calendar days. The third step shall be taken within ten (10) calendar days of the date of the answer in the second step.

4.3 (d) Step Four: If a grievance is not resolved in the third step, the fourth step shall be referral to arbitration. The fourth step shall be taken within twenty (20) calendar days of the

date of the answer in step three.

4.3 (e) An arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. The City and the Association shall mutually agree to the arbitrator. If the City and the Association fail to reach mutual agreement on the appointment of an arbitrator, each side shall submit a list of five (5) names to the other. Each party shall, at a meeting of its representatives, alternately strike a name from the list of ten (10) names. The first party to strike a name shall be determined by lot. At the point in time when one (1) name remains, that person shall be the appointed arbitrator. The costs of arbitration shall be borne equally by the City and the Association. The City and the Association shall pay the compensation and expenses for their respective witnesses. At the Association's request, the City shall release employees from duty to participate in proceedings.

4.3 (f) The arbitrator shall hold such hearings and shall consider such evidence as to the arbitrator appears necessary and proper. The first hearing shall be held within ninety (90) calendar days of the date of referral to arbitration. The decision of the arbitrator shall be final and binding on the City and the Association and the aggrieved employee, if any, provided that such decision does not in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding.

4.4 Failure by either party to meet any of the aforementioned time limits as set forth in Sections 4.2 (a-d) or 4.3 (a-f) will result in forfeiture by the failing party; except however, that the aforementioned time limits may be extended by mutual written agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this Memorandum of Understanding, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

4.5 Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the City and to have such grievances adjusted without the intervention of the Association, provided that the adjustment shall not be inconsistent with this Memorandum of Understanding, and further provided that the Association's President shall be given an opportunity to be present at such adjustment.

ARTICLE 5: SAFETY

5.1 The City Council desires to maintain a safe place of employment for City employees and to that end City management shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

5.2 Regular meetings will be held on all jobs to plan the job and emphasize safety in its performance.

5.3 Safety meetings will be held upon reasonable notification that either party to this agreement requests one.

ARTICLE 6: DISABILITY AND UNEMPLOYMENT

6.1 Supplemental Benefits for Industrial Injury: Whenever any Regular employee, who has completed their initial probationary period, and who is a member of the Public Employees' Retirement System is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of the employee's duties, which comes within the

application of the Workers' Compensation and Insurance Chapters of the State Labor Code, the employee shall become entitled, to compensation at the rate of eighty-five percent (85%) of the employee's regular salary, in lieu of temporary disability payments, if any, which would be payable under the State Labor Code, for the period of such disability but not exceeding six (6) months, or until such earlier date as the employee is retired on permanent disability pension. At the conclusion of six (6) months of receipt of supplemental benefits at the rate of eighty-five percent (85%) of regular salary, any Regular employee who is still unable to return to work and is still receiving temporary disability indemnity payments shall become entitled to receive supplemental benefits at the rate of seventy percent (70%) of the employee's regular salary for the period of such disability but not exceeding six (6) months or until such earlier date as the employee is retired on permanent disability pension through the Public Employees' Retirement System. In consideration of this benefit, the Regular employee shall pay over to the City any temporary or permanent disability compensation received, whether from Workers' Compensation, employee group insurance benefits or unemployment compensation benefits provided for under State law, and shall affirmatively assist the City in obtaining any such benefits to which the employee may be entitled but has not yet received arising out of such disability, but such payment from the employee to the City from such sources shall not exceed in amount the supplemental benefits paid to the employee by the City in accordance with the provisions of this paragraph.

6.2 An employee who is absent by reason of industrial disability may be returned to work by the City and given temporary light duties within the employee's ability to perform, with the consent of the employee's physician. The duration of any such period of temporary work shall be determined by City. Such employee shall be compensated at the then current rate of pay of the employee's regular classification while engaged in such temporary duties. The City may require an employee being considered for return to work after an absence caused by disability or illness to submit to a medical examination by a physician or physicians approved by City for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the employee's position without hazard to himself, or to the employee's fellow employees, or to the employee's own permanent health.

6.3 If a third party is found to be responsible for the employee's industrial injury and the employee recovers a judgment in damages from said third party, then all supplemental benefits received as provided for in Section 6.1 not already repaid from the other sources mentioned in Section 6.1 shall be repaid to the City by the employee.

6.4 Vacation and sick leave shall be accrued while a Regular employee is absent from work as a result of a job related disability and receiving the supplemental benefits to Workers' Compensation temporary disability compensation as set forth in 6.1 for the period of such disability, but not exceeding one (1) year. All Regular employees who are not in a City paid status and on leave receiving Workers' Compensation temporary disability benefits shall receive group insurance coverage during the period in which they are receiving temporary disability compensation for up to a maximum of a cumulative total of five (5) years, which includes the period in which the employee is receiving supplemental disability benefits as set forth in 6.1, provided the employee pays his or her share, if any, of the monthly group medical insurance program premium. Holidays which occur during the period for which an employee is receiving temporary disability compensation shall not be recognized by such employee for compensation purposes.

ARTICLE 7: EMPLOYEE STATUS

7.1 Employees will be designated as Regular or Full Time Temporary depending upon the purpose for which they are hired and their length of continuous service with the City.

7.2 A Regular employee is an employee hired for a full time position that has been regularly established as an authorized position and is of indeterminate duration, status code three (3). A Regular employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature as the employee becomes eligible Regular employees shall serve a probationary period of one (1) year upon initial appointment to Regular status. Probationary employees shall not be eligible for leave of absence, supplemental benefits for industrial injury, funeral leave for non-immediate family members, educational incentive pay, preference or re-employment rights as a result of demotion or layoff, or items of a similar nature. An employee's probationary period shall be extended by the duration of any unpaid absence of ten (10) or more consecutive workdays. A probationary period may also be extended at the discretion of City management for a period not to exceed three (3) months for the purpose of enabling a more extensive review and evaluation of a probationary employee prior to the employee obtaining permanent status. A probationary employee shall be notified in writing of such an extension not less than ten (10) working days prior to the expiration of the probationary period.

7.3 A Full Time Temporary employee is defined as an employee hired for occasional or seasonal work for a period not to exceed one thousand (1,000) hours in a fiscal year, status code seven (7). A Full Time Temporary employee shall receive not less than the minimum rate for the job but shall not and will be eligible for sick leave pay per California law, but shall not be eligible for holiday pay, vacation pay, insurance coverage, retirement plan participation, nor shall an employee accrue seniority or promotion and transfer rights, or leave of absence rights. Temporary employees serve at will. If a Full Time Temporary employee is reclassified to Regular status, the employee shall be credited with all continuous service in determining eligibility for such benefits as may accrue to the employee in the new status.

ARTICLE 8: WAGES AND CLASSIFICATIONS

8.1(a) Employees shall be paid a wage rate based upon their work performance. Upon initial appointment to a classification, an employee shall normally be paid the lowest wage rate for that classification. An employee may, however, be paid a wage rate above the lowest wage rate if circumstances justify it. Notwithstanding the following requirements relative to periods of employment at a salary step, the Chief of Police may recommend salary step increases at an earlier time or more than one step increase at a time. Step increases require City Manager, or his/her designee's approval and may be granted when an employee achieves an overall performance evaluation rating of Meets Job Standards or higher as follows: After twenty-six (26) full pay periods of employment in each and every successive Compensation Step in the Compensation Ranges listed in Exhibit "A". A full pay period as used herein is defined as one in which the employee works or is paid for time off for at least half of the regularly scheduled work hours. The effective date of a higher wage step shall be the first day of the pay period following qualification for the new step.

8.1(b) Should an employee wish to appeal a denial of a step increase, the employee may do so by submitting an appeal (1) to the Chief of Police, and if not resolved, (2) to an advisory committee comprised of two (2) representatives designated by the Association and one (1) representative designated by Police management. The committee will consider the appeal and make an advisory recommendation to the Personnel Director whose decision will be final. Such appeal must be made within thirty (30) days of the date of denial of the merit increase.

8.2 Wages shall be paid at bi-weekly intervals on Thursdays for a pay period ending no earlier than the preceding Saturday. If a pay day falls on a holiday, payment shall be made on the preceding workday. All new employees must make arrangements to have their pay deposited to a bank account via electronic transfer.

8.3 When an employee is temporarily assigned to work in a classification higher than the employee's regular classification, the employee shall be paid at the rate established for the higher classification, with a minimum of four (4) hours and time computed to the next full hour, except when the work is performed outside of the regular work hours and the duration is less than four (4) hours. When an employee is temporarily assigned to work in a higher classification which has a wage range overlapping the wage range of the employee's regular classification, the employee shall be paid at the wage rate of the classification to which the employee is temporarily assigned, which is next higher to the employee's present wage rate, but not more than the top wage rate of the temporary classification.

8.4 When an employee is temporarily assigned to work in a classification lower than the employee's regular classification, the employee's rate of pay will not be reduced.

8.5 For purposes of wage rate progression in a temporary classification, the time worked by an employee in other than the employee's regular classification shall also be accrued in such temporary classification.

8.6 Attached hereto and made a part hereof is Exhibit "A" titled "Schedule of Wage Rates."

8.7(a) Attached hereto and made a part hereof is Exhibit "B" entitled "Job Definitions."

8.7(b) Attached hereto and made a part hereof is Exhibit "C" entitled "Minimum Performance Standards for Community Service Officers, Property and Evidence Technicians, and Crime Scene Technician";

8.7 (c) Attached hereto and made a part hereof is Exhibit "D" entitled "Substance Abuse Policy.

8.8(a) Whenever any employee is assigned to work a regularly scheduled shift which begins between 12 Noon and 12:00 Midnight, the employee shall receive shift differential pay of three and one-half percent (3 1/2%), in addition to the employee's regular hourly pay rate.

8.8(b) Whenever any employee is assigned to work a regularly scheduled shift which begins between 12:00 Midnight and 4:00 a.m., the employee shall receive shift differential pay of five percent (5%), in addition to the employee's regular hourly pay rate.

8.9 An educational incentive of two and one half percent (2.5%) shall be added to the base pay of those Regular employees with an A.A. or A.S. degree or sixty (60) semester units of

credit. Effective on March 4, 2001, five percent (5%) shall be added to the base pay of those Regular employees with a Bachelors degree, or one hundred twenty (120) semester units.

8.10 Bilingual pay of two and one half percent (2 ½%) shall be added to the base pay of qualified employees who have been designated by the Chief of Police, or designee, to utilize bilingual skills.

8.11 For those assignments of Field Training Officer and ID Technician, as identified by the Chief of Police via Personnel Order, a specialty pay of five percent (5%) over base pay will be paid but shall be limited to such time as they are performing that specific function.

ARTICLE 9: HOURS AND OVERTIME

9.1 All Regular employees will receive full time employment for each workweek employed, provided they report for duty and are capable of performing their work. This is not to be interpreted that the City does not retain the right to lay off or release employees on account of lack of work or other valid reason at the end of the work week.

9.2 Each employee shall report for work at the employee's regularly established headquarters and shall return thereto at the conclusion of the day's work and the time spent in traveling between such headquarters and the job site shall be considered as time worked.

9.3 A workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, and a basic workweek is defined to consist of five (5) consecutive workdays of eight (8) hours each. The basic workweek may begin on any day of the week or at any hour of the day during the workweek. The basic workweek indicated above may be modified by mutual agreement of the City and the affected employee (s) in those situations where such a modification serves the interests of both the City and its employees.

9.4 Overtime is defined as (a) time worked in excess of forty (40) hours in a work week, (b) time worked in excess of eight (8), nine (9), or ten (10) hours as applicable on a scheduled workday, (c) time worked on a non-workday, (d) time worked outside of regular hours on a workday, and (e) time worked on a holiday. Overtime shall be computed to the nearest one-quarter (1/4) hour. Time worked as defined in (a) or (c) above as a result of a shift change shall not be regarded as overtime for compensation purposes. In such cases where the basic workweek has been modified by mutual agreement pursuant to 9.3, these overtime requirements may be waived pursuant to applicable law.

9.5 Working overtime requires prior approval by an immediate supervisor or other City management staff. Overtime compensation shall be paid at a rate equivalent to one and one-half (1½) times the regular rate of pay or, at the employee's option, the employee may elect to receive time off with pay at the rate of one and one-half (1 ½) hours off for each overtime hour worked. Employees who request compensatory time off with seventy-two (72) hours advance notice will have their request approved provided such leave does not create an "undue hardship," as outlined in the federal regulations. Requests for compensatory time off without seventy-two (72) hours advance notice may be considered on a case-by-case basis. The maximum compensatory time off available for any employee at any time shall be limited to the maximum allowable CTO accumulation pursuant to the federal Fair Labor Standards Act. In the event overtime is worked when an employee has the maximum accumulation of compensatory time off, two hundred forty (240) hours, the employee shall be paid for the overtime worked as set forth above. Employees whose employment with the City is terminated for any reason shall, at the time of termination,

receive any unused compensatory time off previously earned.

9.6 If an employee performs overtime work immediately following the end of the employee's regular shift, the employee shall be paid overtime compensation only for the actual time worked. Employees who are required to report for work on their non-workdays or on holidays they are entitled to have off or outside of their regular hours on workdays, shall be paid overtime compensation for the actual time worked, but in no event for less than two (2) hours compensation for each call-out, except however, that employees shall not be paid more than time and one-half the regular rate of pay for any given time period. If an employee who is called for such work outside of the employee's regular hours on a workday continues to work into the employee's regular hours, the employee shall be paid overtime compensation only for the actual time worked.

9.7 Overtime shall be distributed as equally as is practicable among those employees who are qualified and available and who volunteer for overtime work and the City shall not require employees who have worked overtime to take equivalent time off during a workday without pay.

9.8 Community Service Officers shall select shift and days off by seniority within classification with the department. Such selection shall be subject to change based on departmental needs and/or administrative adjustments. As much notice as is practical shall be provided when changes, shifts, and days off are made. In the event Management proposes to change shift schedules, the Association will be notified and given the opportunity for input.

9.9(a) Community Service Officers assigned to field operations or the telephone response unit shall select watch and days off by seniority within classification with the Department, except as otherwise provided herein. Shift rotation will be scheduled every four (4) months beginning the first day of the pay period closest to January 1, May 1, and September 1. An officer will not be permitted to remain on a given shift in excess of twelve (12) consecutive months. Community Service Officers may be assigned to days off and a watch based on Departmental needs and/or administrative adjustments. As much notice as is practical will be provided when making assignments based upon Departmental needs and/or administrative adjustments. Any administrative adjustment in assignment made after completion of a watch sign up shall not give an employee the right to bump for another watch, a change in days off, or vacation.

ARTICLE 10: SENIORITY

10.1 Seniority is defined as total length of continuous service with the City. In determining an employee's seniority, the continuity of the employee's service will be deemed to be broken by termination of employment by reason of (1) resignation, (2) discharge for cause, (3) layoff, (4) failure to return immediately on the expiration of a leave of absence or acceptance of other full time employment while on leave, and (5) absence without pay, without a leave of absence, in excess of three (3) workdays. Continuity of service will not be broken and seniority will accrue when an employee is (a) inducted, enlists or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine or under any Act of Congress which provides that the employee is entitled to reemployment rights, (b) on duty with the National Guard, (c) absent due to industrial injury, or (d) on leave of absence. Seniority, as defined in this section, does not apply to preference for shift scheduling or vacation scheduling.

ARTICLE 11: PROMOTION AND TRANSFER

11.1 All promotions and transfers shall be in accordance with standards and procedures as determined by the City.

11.2 All promotions and transfers of employees covered by the Memorandum of Understanding shall be on a probationary basis applicable to the position being filled. At any time during the probationary period of the City may terminate the appointment. If an appointment is terminated, the employee shall be returned to either the employee's previous classification and pay rate, or some other classification that is mutually acceptable to the employee and the City, except whenever the City discharges the employee from employment with the City. Any unpaid absences during a probationary period shall cause the probationary period to be extended by the length of the absence.

ARTICLE 12: DEMOTION AND LAYOFF

12.1 When it becomes necessary for the City to lay off Regular employees, the City will give employees involved as much notice as possible, but in no event will such employees receive less than two (2) weeks notice of layoff. Where probationary or temporary employees are to be laid off, no notice of layoff need be given.

12.2 Layoff in all cases due to lack of work will be determined by an employee's seniority. An employee whose job is being eliminated may elect to displace an employee in a lower paid classification and if the employee's seniority is greater than that of the employee in the lower paid classification.

12.3 Regular employees who are laid off, or choose to retire rather than be laid off, will be given preference in filling future vacancies for a period up to two (2) years, in the reverse order in which employees were laid off, providing they keep the City advised of their current address. Notifications of position vacancies shall be by registered mail to the employee's last known address, as supplied by the employee. Re-employment shall be based upon the laid-off employee's ability to meet current employment standards. If an employee does not accept re-employment, the employee's name shall be removed from the re-employment list and the employee shall no longer have re-employment rights. If a laid-off employee is subsequently re-hired off a reemployment list into a classification covered under the terms of this Memorandum of Understanding, the employee's unpaid sick leave balance, original hire date, and vacation accrual rate shall be reinstated.

12.4 Notwithstanding the provisions of this Article, the City and the Association may agree to other procedures during the term of this Memorandum of Understanding.

ARTICLE 13: LEAVE OF ABSENCE

13.1 Leave of absence may be granted to Regular employees by the City Manager for urgent and substantial reason, up to a maximum of one (1) year, providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work. Inability to return to work after an employee's sick leave has been exhausted will be considered as an urgent and substantial reason and in such cases a leave will be granted.

13.2 A leave of absence will commence on and include the first workday on which the employee is absent and terminates with and includes the workday preceding the day the employee returns to work.

13.3 All applications for leave of absence shall be made in writing except when the employee is unable to do so. The conditions under which an employee will be restored to employment on the termination of leave of absence shall be clearly stated by the City in conjunction with the granting of a leave of absence. Upon an employee's return to work after a leave of absence, the employee will be reinstated to the employee's former position and working conditions, providing that the employee is capable of performing the duties of the former position, except that if there has been a reduction of forces or the employee's position has been eliminated during said leave, the employee will be returned to the position the employee would be in had the employee not been on a leave of absence.

13.4 An employee's status as a Regular employee will not be impaired by such leave of absence and the employee's seniority will accrue.

13.5 If an employee fails to return immediately on the expiration of the employee's leave of absence or if the employee accepts other full time employment while on leave, the employee will thereby forfeit the leave of absence and terminate the employee's employment with the City.

13.6 An employee on a leave of absence as provided herein shall not accrue vacation or sick leave benefits nor maintain group insurance coverage. An employee may, however, at the employee's option and expense, maintain the employee's group insurance coverage providing the full monthly premium is received in the Finance Department of the City on or before the first day of the month for which the premium is intended. Notwithstanding the above, however, if the leave of absence is as a result of exhaustion of sick leave benefits, an employee's group insurance may be maintained for up to three (3) calendar months in one 12 month period on the normal premium-sharing formula, providing the employee pays the employee's share of the premium on a timely basis.

ARTICLE 14: EXPENSES

14.1 Whenever an employee uses his or her personal automobile for the City's convenience, the employee will be reimbursed therefore at the same rate per mile as established for Unrepresented City employees.

14.2 Whenever employees use their personal vehicle for the employee's/employer's convenience for out of City travel on official City business, the total allowance for transportation shall in no case exceed the cost of tourist-class air passage if such service is available. (This would include any additional expenses that would be incurred for lodging, per diem allowances, meals and other expenses.) If air service is not available, the allowance for use of a personal vehicle, shall be subject to authorization by the Finance Officer.

14.3 The City is not responsible for any loss or damage, operating maintenance or repair expenses to personal vehicles used on City business.

14.4 When travel by air has been offered and the employee elects, with Department Director approval, to utilize ground transportation, travel time will be allowed on the same basis as if the employee had traveled by air. The employee will charge to the City only the time that would have been required to make the trip using airline transportation. All time in excess of air

travel time will be charged to the employee. Exceptions may be authorized by the Finance Officer in cases where it is beneficial to the City for the employee to use their personal vehicle.

14.5 Employees who have a temporary work assignment at such distance that it is impractical for them to return to their regular place of abode will be allowed actual personal expenses for board and lodging for the duration of such assignment provided they board and lodge at places to be approved by the City. Except in the circumstance described in Section 14.4 above, the time spent by such employees in traveling to such temporary assignment at its beginning, to and from home on holidays and weekends, and from such temporary assignment at its conclusion and any reasonable expense incurred thereby will be paid by the City.

14.6 Meal allowance will be reimbursed at the same rate as established for Unrepresented employees. Meal allowance is included in an individual's gross wages as determined by the Internal Revenue Service (I.R.S.).

14.7 When meals are included in the registration fees or transportation charges, adjustment of meal allowance will be made.

14.8 Any request for more than the normal meal allowance must be accompanied by a written explanation as to the reason for the excess, a copy of an itemized receipt indicating actual charges for each item purchased, and must be approved by the Finance Officer. Alcoholic beverages are not a reimbursable expense.

14.9 Reimbursement for reasonable costs other than meals and lodging incurred for the following incidental expenses shall be permitted providing such expenses are justified and itemized:

Registration
Tips and other gratuities
Taxi, bus and other local transportation fares
Business telephone calls and telegrams
Other justifiable incidental expenses

14.10 Employees will be reimbursed for actual expenses only. Any savings realized by employees by ride sharing, lower accommodation costs, etc., shall accrue to the City.

ARTICLE 15: SICK LEAVE

15.1 Sick leave with pay shall be accumulated for each Regular employee at the rate of forty-six thousandths (.046) of an hour for each regular hour worked or on paid leave. (Accrual rate approximately one (1) day per month, or 3.68 hours per pay period.)

Full Time Temporary employees (Status 7) will accrue paid sick leave at a rate of one hour for every 30 hours worked which is equivalent to a rate of .033 per hour worked. Full Time Temporary employees (Status 7) will be eligible to use the sick leave accrual on the 90th day of employment, and will be limited to 24 hours or three days of paid sick leave in each year of employment per California state law. A minimum increment of sick leave usage is two hours.

15.2 Sick leave shall be allowed for a non-work related absence due to: (a) the inability of an employee to be present or perform the employee's duties because of personal physical or mental illness, off duty injury or confinement for medical treatment; (b) personal medical or dental appointments which are impractical to schedule outside of regular working

hours; (c) the need to be present during childbirth, surgery, critical illness or injury involving members of the immediate family as defined in 16.1, for up to forty (40) hours per incident; and (d) the need to attend sick or injured immediate family members as defined in Section 16.1 for up to forty-eight (48) hours per calendar year.

15.3 Management may require satisfactory evidence of illness or disability before payment for sick leave will be made. The City may also require an employee requesting to return to work after sick leave or leave of absence for medical or psychiatric reasons to submit to an examination by a physician or physicians approved by City for the purpose of determining that such employee is physically or mentally fit and able to perform the duties of the employee's former position without hazard to himself or to the employee's fellow employees or to the employee's own permanent health. Such examination or examinations shall be at the sole expense of the City, and the employee shall be placed on leave with pay for the purposes of such examination.

15.4 If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, the employee shall receive pay for the holiday as such and it shall not be counted as a day of sick leave.

15.5 Any employee who, after ten (10) years of continuous service to the City terminates employment, shall be paid at the employer's regular pay rate for thirty-three and one-third percent (33 1/3%) of the employee's accumulated sick leave hours. For employees with 15 years or more, but less than twenty (20) years of continuous service, the percentage set forth above shall be increased to forty-five (45) percent. For employees with twenty (20) years or more continuous service the percentage set forth above shall be increased to sixty (60) percent.

15.6 Effective March 15, 2015, upon retirement, any sick leave pay out the employee is eligible to receive will be transferred into the VantageCare Retirement Health Savings Plan on a pre-tax basis. The sick leave pay out amount will be calculated using the percentage levels described in Section 15.5 above. However, if the sick leave pay out is less than $5,000, then the employee is not entitled to participate in the VantageCare Retirement Health Savings Plan and shall receive a cash payout as described in Section 15.5 above. Any sick leave amount remaining will be used as service credit toward the employee's retirement benefit through CalPERS, pursuant to the contract between the City of Redding and CalPERS.

15.7 Whenever any employee exhausts all categories of paid time off as a result of a non-work related illness or injury, with approval of the employee's Department Director, the Personnel Director and the City Manager, an employee may receive up to eighty (80) hours advanced sick leave with pay. If the employee returns to duty, such advanced sick leave shall be returned to the City from subsequent sick leave accruals. If the employee terminates City employment, such advanced sick leave shall be repaid to the City.

ARTICLE 16: FUNERAL LEAVE

16.1 Regular employees who are absent from work due to the death of a member of the employee's "immediate family" shall receive compensation at the regular rate of pay for the time necessary to be absent from work, but not to exceed forty (40) working hours. "Immediate family" as used herein includes only employee's spouse, children, grandchildren, brothers, sisters, parents, or grandparents of either spouse or other persons who are living in the employee's immediate household.

16.2 Regular employees who are absent from work to attend the funeral of a person other than an immediate family member shall give as much advance notice as possible and shall receive compensation at the regular rate of pay for the time necessary to be absent from work, but not to exceed one (1) regularly scheduled work day per funeral. A maximum of twenty-four (24) hours may be utilized for this type of leave in a calendar year.

16.3 An employee must be in a paid status on both scheduled workdays immediately adjacent to funeral leave in order to receive pay for such leave.

ARTICLE 17: HOLIDAYS

17.1 Regular employees, except as otherwise provided herein, shall be entitled to have the following holidays off with pay:

	DESCRIPTION OF HOLIDAY	Normal Shift Hours		
		8	**9**	**10**
A	January 1st	X	X	X
B	The third Monday in January, known as Martin Luther King, Jr. Day	X	X	X
C	Lincoln Day	X	X	X
D	The third Monday in February, known as President's Day	X	X	X
E	The last Monday in May, known as Memorial Day	X	X	X
F	July 4th	X	X	X
G	First Monday in September, known as Labor Day	X	X	X
I	The second Monday in October, known as Columbus Day	X	X	X
J	November 11th, known as Veteran's Day	X	X	X
K	Thanksgiving	X	X	X
L	Friday after Thanksgiving	X	X	X
M	The last half of the normal work shift before Christmas	X	X	X
N	December 25th	X	X	X
"X" Means Holiday is observed	TOTAL HOLIDAY HOURS PER CALENDAR YEAR	100	112.5	125

If any of the foregoing holidays fall on a Sunday, the Monday following shall be observed as the holiday, except by those employees who are regularly scheduled to work on Sunday other than on an overtime basis. Employees who are regularly scheduled to work on Sundays shall observe such holidays on Sunday. If any of the foregoing holidays fall on a Saturday, the preceding Friday shall be observed as the holiday, except by those employees who are regularly scheduled to work on Saturday other than on an overtime basis. Employees who are regularly scheduled to work on Saturdays shall observe such holidays on Saturday. If any of the foregoing holidays fall on any day from Monday through Friday, inclusive, and that day is a regularly scheduled non-workday for an employee, such employee shall be entitled to receive another workday off with pay to be scheduled in the same manner as vacation days are normally scheduled. Employees who work alternative work schedules commonly known as 9/80's, 4/5-9's, or 4/10's will be entitled to holiday pay for eight (8) or nine (9) hours as applicable. Department minimum staffing levels on all of the above listed holidays is required to ensure appropriate public safety services to the citizens of the City of Redding. For purposes of this article, minimum staffing for holiday overtime purposes includes only those Community Service Officers who are assigned to

the Field Operations Division and who are regularly scheduled or otherwise required to report for duty on the holiday. Notwithstanding the foregoing, an employee may take off, with pay, on his or her birthday or anytime during the pay period in which the birthday occurs, or the birthday maybe deferred and scheduled as vacations are normally scheduled. When an employee works on their birthday, the employee shall receive pay at the straight time rate.

17.2 Notwithstanding the foregoing, employees may be scheduled to work on holidays, in which event any such employee will, in addition to the employee's holiday pay, be compensated therefore at the overtime rate of pay for all time worked on such days. An employee may, however, at the employee's option, elect to observe that holiday at another time to be scheduled in the same manner as vacation days are normally scheduled, in which event any such employee will only be compensated for time worked on that day at the overtime rate of pay, and shall not receive holiday pay for such day.

17.3 If an employee is in a non-pay status on either workday immediately adjacent to the holiday, the employee shall not receive pay for the holiday.

ARTICLE 18: VACATIONS

18.1(a) Regular employees of the City shall accrue vacations with pay as follows:

	ACCRUAL RATE PER HOUR	FROM	THROUGH PAY PERIOD	APPROXIMATE ACCRUAL RATE	YEARS OF SERVICE
A	.039	Date of Employment	104th	2 weeks	1-4
B	.058	105th	234th	3 weeks	After 4
C	.068	235th	364th	3 ½ weeks	After 9
D	.077	365th	494th	4 weeks	After 14
E	.087	495th	624th	4 ½ weeks	After 19
F	.096	625th	--	5 weeks	After 24

18.1(b) A full pay period as used in this Article is defined as one in which the employee works or is paid for time off for at least half of the regularly scheduled work hours.

18.2(a) Effective September 11, 1994, the maximum vacation time which can be accrued by a Regular employee is four hundred (400) hours.

18.2(b) It is City policy that employees take their normal vacation each year at such time or times as may be approved by the Department.

18.2(c) In the event of departmental cancellation of a previously scheduled vacation or of a paid leave of absence due to industrial injury where such employee would exceed the maximum vacation accrual, the accumulation of vacation hours may exceed the four hundred (400) hour maximum. In the event of a paid leave of absence due to an illness or injury that is not job related, the Chief of Police may approve the accumulation of vacation hours in excess of the four hundred (400) hour maximum. Whenever such excess accruals occur, the employee shall have one year from the date the vacation was cancelled or from the date the employee returns to work from illness or injury to utilize the excess accrual. Any excess accrual that remains at the end of such period shall be forfeited.

18.3 Vacation cannot be accrued while an employee is in a non-pay status.

18.4 Vacations will be scheduled throughout the calendar year. Employees with greater seniority within classification with the Department will be given preference over those with less seniority in the selection of a vacation period; provided, however, that if the senior employee splits the employee's vacation by requesting less than a full year's allowance to be scheduled on consecutive workdays, the employee's preferential rights shall only apply on one period in that calendar year prior to all other employees being given consideration in the selection of their first choice vacation period. Vacation scheduling shall be completed at the same time as watch sign-ups.

18.5 The City shall not require an employee to take the employee's vacation in lieu of sick leave or leave of absence on account of illness.

18.6 If a holiday which an employee is entitled to have off with pay occurs on a workday during the employee's vacation period, such employee will be entitled to an additional day of vacation and will be compensated for same.

18.7 Employees whose employment with the City is terminated for any reason shall, at the time of termination, receive any unused vacation period previously earned.

18.8 The City will, at the employee's option, compensate employees for accumulated vacation during any fiscal year as follows:

MINIMUM ACCRUAL	MAXIMUM HOURS PAYABLE
120	40
240	80
360	120

18.9 A voluntary vacation donation program is hereby established in which any employee (herein referred to in this policy as the donor) may donate unused vacation hours to another employee (herein referred to in this policy as the recipient); such donation will be made on the basis of value (dollar basis) so that vacation hours from the donor will be converted to dollars and then to the appropriate vacation hour level for the recipient.

The recipient will be required to meet the criteria of having exhausted all paid leave, including advanced sick leave benefits, due to a non-work related injury or illness and not be eligible for long term disability benefits. Donated hours will be posted on a date of receipt basis until the recipient need is met.

Employees requesting to take advantage of this program as a recipient will make application on an approved form signed by their Department Director, Personnel Director, and the City Manager. Employees wishing to donate vacation hours can do so on forms for this use in the Personnel office. All donations will be treated on a confidential basis.

ARTICLE 19: UNIFORMS

19.1 With the exception of newly hired employees, an annual uniform allowance in the

amount outlined below shall be paid in equally divided installments on a bi-weekly basis with the City's regular payroll processing. Newly hired employees upon initial appointment will receive the full amount indicated below. In July following in the employee's hire date, regardless of time with the Police Department, the employee will begin receiving bi-weekly installments with the regular payroll. The annual uniform allowances shall be as follows, effective upon contract ratification:

Community Service Officer	$900.00
Community Work Program Officer	$900.00
Property and Evidence Technician	$900.00
Crime Scene Technician	$900.00

19.2 The City shall pay the reasonable cost of repair or replacement of uniforms, glasses, watches, or other personal property up to three hundred dollars ($300) damaged in the course of employment. This provision does not apply to items lost or damaged as a result of negligence of the employee.

19.3 The City will propose no change in uniform standards during the term of this MOU that will result in increased cost to the employee.

ARTICLE 20: MISCELLANEOUS

20.1 A Regular employee who is summoned for jury duty and is thus unable to perform the employee's regular duties will be paid for the time lost at the employee's regular rate of pay. An employee must be in a paid status on both scheduled workdays immediately adjacent to jury duty leave in order to receive pay for such leave.

20.2 Any employee, at the employee's request, shall be permitted to review the employee's own personnel file. The file may not, however, be removed from the Personnel Office.

20.3 An employee who disagrees with the evaluator's statements or conclusions with respect to the employee evaluation report shall have the right to review such evaluation report with the City's Personnel Director and, upon request, shall have the right to have an Association representative present. The employee may also attach a written rebuttal to the employee evaluation, providing it is done within thirty days of the employee's receipt of the evaluation.

20.4 Employee home addresses and telephone numbers will not be released to anyone other than authorized City personnel without the permission of the employee.

20.5 Prior to any negative or derogatory documents being placed in the personnel file, the affected employee shall receive a copy and be given the opportunity to attach a written rebuttal.

20.6 A release time bank is hereby established. Association members may voluntarily donate earned leave time to the time bank for use by Association officials while conducting Association business. Donated time will be deducted from the employee's earned leave.

20.7 The City will provide appropriate self-defense training for Community Service Officers, as determined by the City from time to time. Such self-defense training will not be construed to mean that Community Service Officers will need such training in normal day to day job situations.

20.8 Employees will be allowed to engage in political activity only during off-duty hours and while out of uniform.

20.9 Whenever disciplinary action is imposed, all documents supporting such discipline shall be provided to the employee.

20.10 Whenever any investigation of alleged misconduct is being undertaken, the employee shall be informed of the nature of the investigation at the beginning of the meeting; the meeting shall be conducted at a reasonable time during the employee's duty hours; the employee shall be informed in advance of the name, rank, and command of the officer conducting the meeting; no more than two (2) management representatives shall conduct questioning at the same time, and the employee shall not be subjected to offensive language.

20.11 Reference is made to Exhibit "D" titled Substance Abuse Policy. Such substance abuse policy is not subject to the grievance procedure. Any disciplinary action taken, however, against an employee as a result of an alleged violation of the substance abuse policy, will be subject to the grievance procedure.

ARTICLE 21: EMPLOYEE BENEFIT PROGRAMS

21.1 Retirement Plan: All Regular employees are covered by the California Public Employees' Retirement System (CalPERS) program pursuant to an existing contract with the Public Employees' Retirement System.

All CalPERS eligible employees, covered, under Tier 1, agree to cost sharing of the CalPERS employer contribution rate in accordance with Government Code Section 20516, as soon as administratively possible. The additional contribution of pensionable earnings will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

Effective upon CalPERS contract amendment, for Tier 1:

- Increase contribution rate one percent (1%).

Additionally, all CalPERS eligible employees will pay the full cost of the 1959 Survivors' Benefit Program.

(a) **Tier 1** – Employees Considered to be "Classic CalPERS Members"

Regular employees hired prior to January 1, 2013, and those considered to be "Classic CalPERS Members" will be covered under the 2.0% at age 55 retirement benefit formula with the 12 highest paid consecutive months final compensation provision. Employees will be covered by the Indexed level of 1959 Survivors' Benefit Program (Government Code Section 21382.4), Post-Retirement Survivors allowance, credit for unused sick leave; and certain military service credit. The employee contribution of seven percent (7%) of pensionable earnings will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis. Regular employees vested in Tier 1 who leave City employment and subsequently are rehired will be re-employed with Tier 1 status for CalPERS benefits.

Except as provided below, the City will provide employees hired prior to January 5, 2011, with the Public Agency Retirement System (PARS) 0.5% at age 55 supplemental retirement benefit formula for each year of regular City service, any CalPERS service and CalPERS service credit purchased and credited to the employee's City of Redding CalPERS account while an employee of the City as a supplement to the CalPERS benefit, so long as the employee is vested with five (5) years of City service.

Effective December 27, 2020, all employees eligible for the PARS defined benefit will make a mandatory PARS contribution of 1.71%, on a pre-tax basis per pay period.

(b) **Tier 2** –Employees hired on or after January 1, 2013, considered to be "New CalPERS Members"

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), employees hired on or after January 1, 2013, will be covered by the 2.0% at age 62 retirement formula with the 36 highest consecutive months final compensation provision as a "New CalPERS Member" if the employee 1) has not been a member of a California Public Retirement System, or 2) had prior CalPERS/reciprocity service with a break in service of six months or longer. Employees will be covered by the Indexed level of 1959 Survivors' Benefit Program (Government Code Section 21382.4), Post-Retirement Survivors allowance, credit for unused sick leave; and certain military service credit. Also pursuant to PEPRA, New CalPERS Members will be responsible for paying one-half of the total normal cost rate for the retirement benefit on a bi-weekly pre-tax basis.

Employees hired on or after January 5, 2011, will not be eligible for the Public Agency Retirement System (PARS) 0.5% at age 55 supplemental retirement benefit formula.

(c) Effective January 3, 2016, Full-Time Temporary employees not included within Section 21.1 above shall be covered by the PARS – 457 Plan. Participating employees will pay one half of the contribution or 3.75 percent (3.75%) for the benefit through a bi-weekly payroll deduction on a pre-tax basis. The City will pay the remainder of the contribution or 3.75 percent (3.75%).

21.2(a) Group Health and Welfare Insurance Coverage: All Regular employees are eligible to participate in a group health and welfare insurance benefit program which includes the medical, prescription, dental, vision, life and long term disability insurance plans, effective the first day of employment. The City shall pay the cost of the program for both employee and dependents as indicated below.

(1) Life Insurance: Twice annual salary for employee, $3,000 for employee's dependents. The City will pay the full cost of the premiums. More specific benefit information is provided in the carrier booklet.

(2) Health Benefits: The City's contribution toward the monthly group health and welfare insurance composite premium rate was ninety percent (90%) and the employee began paying ten percent (10%) of the rate through a bi-weekly payroll deduction. The ten percent (10%) co-share of premium will be recalculated every January 1st to coincide with the renewal of the City's Group Health Insurance Plan. The City established a Section 125 Plan effective with the first pay period the ten percent (10%) co-share was taken from their pay. This redirected the portion of the employee's salary to pay, on a pre-tax basis, the employee's contribution toward the medical, and prescription, dental and vision insurance composite premium rate. Effective December 26,

2011, all eligible employees will receive a ten percent (10%) premium co-share offset in their pay. The City reserves the right to modify the group insurance composite rate structure to establish classes of coverage and rates in an effort to create a rate structure more compatible to employee claims experience.

Beginning Calendar Year 2017, the City will offer two health plans, a "Base Plan" and an optional "Buy Up Plan". All eligible employees will be enrolled in the "Base Plan" and will have the option on a voluntary basis to enroll in the "Buy Up Plan" initially, and during the open enrollment period for each subsequent calendar year. Changes will be effective at the beginning of the following calendar year. The City's contribution toward the monthly group health and welfare insurance composite premium rate for the "Base Plan" shall be ninety percent (90%) and the employee will pay ten percent (10%) of the premium rate through a bi-weekly payroll deduction. Employees electing to enroll in the "Buy Up Plan" will be responsible for premiums beyond the City's contribution of 90% of the "Base Plan" composite rate.

The City and the Union agree to meet and confer during the term of this agreement over changes to the group health premium contribution formula/structure when another City of Redding employee group agrees to a change in premium formula/structure.

Employees with spousal coverage will be allowed to "opt out" of the City's group health and welfare insurance coverage (cease paying their share of the premium) January 1, 2017. Employees "opting out" of the City's group health benefits must provide proof of alternative health care coverage on an annual basis during the open enrollment period.

For specifics regarding the City's Group Health and Welfare Benefit Plan, refer to the Benefit Summary Plan Description.

Prescription Benefit: Coverage also includes a prescription drug card program with co-payments as shown in the following table:

Retail (34 days' supply)	Co-Pays Effective 1/1/17
Generic	$10.00
Brand	$50.00
No Generic Available	$20.00
Mail (90 days' supply)	
Generic	$20.00
Brand	$100.00
No Generic Available	$40.00

(3) Dental Benefits: For specifics regarding the City's Dental Plan, refer to the Benefit Summary Plan Description.

(4) Long Term Disability: For specifics regarding the City's Long Term Disability Plan, refer to the Benefit Summary Plan Document.

(5) Vision Benefits: For specifics regarding the City's Vision Plan, refer to the Benefit Summary Plan Description.

The City may if practicable, modify the group insurance program set forth above by adding

utilization review and by creating preferred provider organization programs which create financial incentives for the employee to use such preferred provider services, but do not reduce any current benefit level nor impose any penalty for the employee who elects not to use a preferred provider's services. Effective July 1, 2011, or when agreed to by the RPOA Sworn employees, whichever is later, health benefits not provided by Blue Shield will no longer be offered.

21.2(b) Tier 1 – Group Health Benefits at Retirement for Employees Hired Prior to January 5, 2011

All active employees hired prior to January 5, 2011, who retire from the City and are eligible for CalPERS benefits upon separation of service shall be eligible for the City to pay a 50% proportionate share of costs of the insurance premium should the active employee transitioning to retirement elect to participate in the group health, dental and vision plan also made available to active employees. To initially qualify for the benefit, the employee must go directly from active status to retiree status with CalPERS. To maintain a qualified status, and to continue to receive the benefit, the retired employee must continue the group medical insurance during retirement without a break in coverage. Payments by the City will be discontinued upon termination of group medical insurance coverage by the City retiree or loss of qualified status by the retiree. Following the death a retiree, the surviving spouse, if any, may continue the insurance and the City will continue the benefit on the same terms and conditions for the life of the surviving spouse. The City will not contribute payments on behalf of any retiree hired prior to January 5, 2011, except as set forth above. (Employees who retired prior to July 1, 2001, are eligible for health coverage only.)

(c) Tier 2 – Hired On or After January 5, 2011

All active employees hired on or after January 5, 2011, who retire from the City during the term of this MOU and who have five (5) or more years of City service (and are eligible for CalPERS benefits upon separation of service) shall be eligible for the City to pay shall pay a proportionate share of the cost of the insurance premiums in accordance with the following formula: two percent (2%) for every year of active service with the City of Redding up to a maximum of fifty percent (50%) should the employee transitioning to retirement elect to participate in the group health, dental and vision plan also made available to active employees. To initially qualify for the benefit, the employee must go directly from active status to retiree status with CalPERS. To maintain a qualified status, and to continue to receive the benefit, the retired employee must continue the group medical insurance during retirement without a break in coverage and the retired employee and their covered spouses who reach Medicare A/B eligibility age must enroll in Medicare. Payments by the City will be discontinued upon termination of group medical insurance coverage by the City retiree or loss of qualified status by the retiree. Following the death a retiree, the surviving spouse, if any, may continue the insurance and the City will continue the benefit on the same terms and conditions for the life of the surviving spouse. (The City will not contribute payments on behalf of any retiree hired after January 5, 2011, except as set forth above.

(d) Retiring employees who were hired or worked under a different Memorandum of Understanding (MOU) or City Resolution shall be vested with the greatest retiree premium co-share formula in effect and for which that employee qualified for during his or her term of employment.

(e) Beginning Calendar Year 2017, the City will offer two health plans, a "Base Plan" and

an optional "Buy Up Plan". All retired employees participating in the group health plan will be enrolled in the "Base Plan" and will have the option on a voluntary basis to enroll in the "Buy Up Plan" initially, and during the open enrollment period for each subsequent calendar year. Changes will be effective at the beginning of the following calendar year. The City shall pay a proportionate share of the cost of the "Base Plan" insurance premiums as outlined above in sections 21.2(a) and 21.2(b). Participating retired employees electing to enroll in the "Buy Up Plan" will be responsible for premiums beyond the City's contribution of the "Base Plan" composite rate. The City's proportionate share for payments referenced above in 21.2(a) and 21.2(b) shall apply only to the premium for the "Base Plan."

21.3 Effective December 26, 2010, the City will deduct $50 from each member's pay, the first and second pay period per month (totaling $100) pretax, and transmit the funds to the Peace Officers Research Association of California (PORAC) Retiree Medical Reimbursement Trust. The bargaining unit will have the right to increase the deduction for the Trust and/or establish a leave separation contribution during the term of the contract, subject to IRS rules.

21.4 Effective March, 15, 2015, the City will deduct 1% of gross taxable earnings, per pay period, pre-tax, from each members' compensation and transmit the funds to the VantageCare Retirement Health Savings Plan (RHS). In addition, any eligible sick leave pay out made upon retirement of RPOA Miscellaneous members will be contributed to the VantageCare RHS per Section 15.5 and 15.6. (Note: From side letter March 5, 2015 – section was to be 21.2(d) but needs to be 21.4 instead; added 15.6 reference as well.)

21.5 The City and the Union agree to reopen negotiations if any changes to the Affordable Care Act affect matters within the scope of representation.

ARTICLE 22: TERM

22.1 This Memorandum of Understanding, having taken effect as of the 26th day of January, 1989, shall continue into full force and effect until the 30th day of December 2023, and thereafter from year to year unless written notice of change or termination shall be given by either party no later than ninety (90) days prior to the expiration date above or the expiration date of any year thereafter, except, however, that it shall only become effective with approval of the City Council of City. The City agrees to hold the initial bargaining session for the successor Memorandum of Understanding within forty-five (45) days after the receipt of the initial proposal of the Association for Miscellaneous Employees, provided that such date is no earlier than ninety (90) days prior to the termination date of the existing Memorandum of Understanding.

22.2 Whenever notice is given for changes, the general nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.

22.3 This Memorandum of understanding shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

22.4 Any provision of this Memorandum of Understanding which may be in conflict with any Federal or State law, regulation or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict; the balance of this Memorandum of Understanding, however, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

CITY OF REDDING

s/ Robert M. Christopherson
Robert M. Christopherson
City Manager

s/Charles R. Reynolds
Charles R. Reynolds
Director of Labor Relations

s/Robert P. Blankenship
Robert P. Blankenship
Chief of Police

s/Jesse G. McKinney
Jesse G. McKinney
Police Lieutenant

s/James G. Bristow
James G. Bristow
Director of Personnel Services

Approved as to form:

s/Randall A. Hays
Randall A. Hays
City Attorney

PEACE OFFICERS ASSOCIATION of REDDING

s/ Dave Mundy
Dave Mundy
President

s/Steve Allen
Steve Allen
Labor Representative

s/Michael J. Leonard
Michael J. Leonard
Negotiator

s/Michael D. Martin
Michael D. Martin
Negotiator

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the 19th of February 2019, to be effective February 20, 2019.

CITY OF REDDING	REDDING PEACE OFFICERS ASSOCIATION
City Manager	President
s/Bill Avery Bill Avery Negotiator	s/Steve Allen Steve Allen Negotiator
s/Sheri DeMaagd Sheri DeMaagd Personnel Manager	s/Bob Brannon Bob Brannon Negotiator
s/Shawn Avery Shawn Avery Senior Personnel Analyst	s/Kristen Gurley Kristen Gurley Negotiator

IN WITNESS WHEREOF, the parties have executed these Amendments to the Memorandum of Understanding, to be effective February 20, 2019.

Barry Tippin
City Manager

Brian Moore
President, RPOA Misc.

Sheri DeMaagd
Asst. City Manager/Personnel Director

Steve Allen
Labor Representative

William Avery
Negotiator

Bob Brannon
Negotiator

Shawn Avery
Personnel Manager

Kristen Gurley
Negotiator

PEACE OFFICERS ASSOCIATION OF REDDING—MISCELLANEOUS EMPLOYEES
SCHEDULE OF WAGE RATES
Effective: January 1, 2017

		Hourly Wage Rate - Salary Step						
J/C	**Classification**	**1**	**2**	**3**	**4**	**5**	**6**	**7**
365	Property and Evidence Technician	$18.94	$19.88	$20.88	$21.92	$23.02	$24.17	$25.38
386	Community Service Officer	$18.94	$19.88	$20.88	$21.92	$23.02	$24.17	$25.38
378	Crime Scene Technician	$19.85	$20.84	$21.88	$22.98	$24.13	$25.33	$26.60
387	Community Work Program Officer	$19.85	$20.84	$21.89	$22.98	$24.13	$25.34	$26.60

FULL TIME TEMPORARY - STATUS 7 EMPLOYEES

380	Property and Evidence Technician	$18.22	$19.13	$20.09	$21.10	$22.15	$23.26	$24.42
381	Community Service Officer	$18.22	$19.13	$20.09	$21.10	$22.15	$23.26	$24.42
382	Crime Scene Technician	$19.13	$20.09	$21.10	$22.15	$23.26	$24.42	$25.64

For those assignments of Field Training Officer and ID Technician, a specialty pay of five percent (5%) over base pay will be paid but shall be limited to such time as they are performing that specific function.

Note: Pay rates are calculated utilizing a standardized formula to apply a difference of 5% between steps and small differences may occur due to rounding.

PEACE OFFICERS ASSOCIATION OF REDDING—MISCELLANEOUS EMPLOYEES
SCHEDULE OF WAGE RATES
Effective: December 27, 2020

		Hourly Wage Rate - Salary Step						
J/C	**Classification**	**1**	**2**	**3**	**4**	**5**	**6**	**7**
365	Property and Evidence Technician	$19.22	$20.18	$21.19	$22.25	$23.36	$24.53	$25.76
386	Community Service Officer	$19.22	$20.18	$21.19	$22.25	$23.36	$24.53	$25.76
378	Crime Scene Technician	$20.15	$21.16	$22.21	$23.32	$24.49	$25.71	$27.00
387	Community Work Program Officer	$20.15	$21.16	$22.21	$23.32	$24.49	$25.71	$27.00

FULL TIME TEMPORARY - STATUS 7 EMPLOYEES

380	Property and Evidence Technician	$18.50	$19.42	$20.39	$21.41	$22.48	$23.61	$24.79
381	Community Service Officer	$18.50	$19.42	$20.39	$21.41	$22.48	$23.61	$24.79
382	Crime Scene Technician	$19.42	$20.39	$21.41	$22.48	$23.61	$24.79	$26.03

For those assignments of Field Training Officer and ID Technician, a specialty pay of five percent (5%) over base pay will be paid but shall be limited to such time as they are performing that specific function.

Note: Pay rates are calculated utilizing a standardized formula to apply a difference of 5% between steps and small differences may occur due to rounding.

PEACE OFFICERS ASSOCIATION OF REDDING—MISCELLANEOUS EMPLOYEES
SCHEDULE OF WAGE RATES
Effective: December 26, 2021

		Hourly Wage Rate - Salary Step						
J/C	**Classification**	**1**	**2**	**3**	**4**	**5**	**6**	**7**
365	Property and Evidence Technician	$19.51	$20.49	$21.51	$22.58	$23.71	$24.90	$26.14
386	Community Service Officer	$19.51	$20.49	$21.51	$22.58	$23.71	$24.90	$26.14
378	Crime Scene Technician	$20.45	$21.47	$22.55	$23.67	$24.86	$26.10	$27.41
387	Community Work Program Officer	$20.45	$21.47	$22.55	$23.67	$24.86	$26.10	$27.41

FULL TIME TEMPORARY - STATUS 7 EMPLOYEES

380	Property and Evidence Technician	$18.77	$19.71	$20.70	$21.73	$22.82	$23.96	$25.16
381	Community Service Officer	$18.77	$19.71	$20.70	$21.73	$22.82	$23.96	$25.16
382	Crime Scene Technician	$19.71	$20.70	$21.73	$22.82	$23.96	$25.16	$26.42

For those assignments of Field Training Officer and ID Technician, a specialty pay of five percent (5%) over base pay will be paid but shall be limited to such time as they are performing that specific function.

Note: Pay rates are calculated utilizing a standardized formula to apply a difference of 5% between steps and small differences may occur due to rounding.

PEACE OFFICERS ASSOCIATION OF REDDING—MISCELLANEOUS EMPLOYEES
SCHEDULE OF WAGE RATES
Effective: December 25, 2022

		Hourly Wage Rate - Salary Step						
J/C	**Classification**	**1**	**2**	**3**	**4**	**5**	**6**	**7**
365	Property and Evidence Technician	$19.90	$20.89	$21.94	$23.04	$24.19	$25.40	$26.67
386	Community Service Officer	$19.90	$20.89	$21.94	$23.04	$24.19	$25.40	$26.67
378	Crime Scene Technician	$20.86	$21.90	$23.00	$24.15	$25.35	$26.62	$27.95
387	Community Work Program Officer	$20.86	$21.90	$23.00	$24.15	$25.35	$26.62	$27.95

FULL TIME TEMPORARY - STATUS 7 EMPLOYEES

380	Property and Evidence Technician	$19.15	$20.11	$21.11	$22.17	$23.28	$24.44	$25.66
381	Community Service Officer	$19.15	$20.11	$21.11	$22.17	$23.28	$24.44	$25.66
382	Crime Scene Technician	$20.11	$21.11	$22.17	$23.28	$24.44	$25.66	$26.95

For those assignments of Field Training Officer and ID Technician, a specialty pay of five percent (5%) over base pay will be paid but shall be limited to such time as they are performing that specific function.

Note: Pay rates are calculated utilizing a standardized formula to apply a difference of 5% between steps and small differences may occur due to rounding.

PEACE OFFICERS ASSOCIATION OF REDDING—MISCELLANEOUS EMPLOYEES
EXHIBIT "B": JOB DEFINITIONS

COMMUNITY SERVICE OFFICER

Under supervision, an employee engaged in performing a wide variety of non-hazardous, non-sworn law enforcement duties. The employee may be required to drive a vehicle and must possess the appropriate State of California driver's license. Employee's background of training and education must be such to qualify the employee to perform duties with skill, efficiency, safety, tact, and diplomacy. Such duties include, but are not limited to, provide general assistance and direction to the public by way of personal and telephone contacts; respond to citizen inquiries and requests; conduct abandoned vehicle investigations and impound of abandoned vehicles to include processing the vehicles for abatement; inspect businesses and residences to determine susceptibility to criminal attack and recommend security precautions; after training, to facilitate neighborhood watch group meetings and other informative public meetings; perform traffic control and related duties; respond to non-hazardous municipal code violations; serve subpoenas and conduct house checks; investigate and report property damage accidents and other collision investigations as necessary; inspect vehicles for correction of cited deficiencies; interview of misdemeanor suspects in specific cases when a sworn officer is present; report certain felony crimes against property; preparation of reports and appropriate preliminary follow-up investigations; plan, coordinate and oversee the activities and participants of police sponsored community work program; and performs other related duties as assigned.

Additionally, the Community Service Officer may be assigned to the various divisions of the Police Department and their sub-units.

COMMUNITY WORK PROGRAM OFFICER

Under supervision, an employee engaged in performing a wide variety of non-hazardous, non-sworn law enforcement duties. The employee may be required to drive a vehicle and must possess the appropriate State of California driver's license. Employee's background of training and education must be such to qualify the employee to perform duties with skill, efficiency, safety, tact, and diplomacy. Such duties include, but are not limited to, plan, coordinate, oversee, and provide general assistance and direction to the public by way of personal and telephone contacts; respond to citizen inquiries and requests; conduct abandoned vehicle investigations and impound of abandoned vehicles to include processing the vehicles for abatement; inspect businesses and residences to determine susceptibility to criminal attach and recommend security precautions; after training, to facilitate neighborhood watch group meetings and other informative public meetings; perform traffic control and related duties; respond to non-hazardous municipal code violations; serve subpoenas and conduct house checks; investigate and report property damage accidents and other collision investigation as necessary; inspect vehicles for correction of cited deficiencies; interview of misdemeanor suspects in specific cases when a sworn officer is present; report certain felony crimes against property; preparation of reports and appropriate preliminary follow-up investigations; plan, coordinate and oversee the activities and participant of law enforcement/correctional and social service community programs; assists police personnel by handling non-hazardous situations, meets the general public in the field and performs other related duties as assigned.

Additionally, the Community Work Program Officer may be assigned to the various division of the Police Department and their sub-units.

CRIME SCENE TECHNICIAN

Under supervision, an employee engaged in performing a wide variety of non-hazardous, non-sworn law enforcement duties. The employee may be required to drive a vehicle and most possess the appropriate State of California driver's license. Employee's background of training and education must be such to qualify the employee to perform duties with skill, efficiency, safety, tact, and diplomacy. Such duties include, but are not limited to, performing technical tasks in the collection and preservation of evidence at a crime scene such as lifting fingerprints, collecting body fluids and clothing, dislodging bullets, and making plaster impressions; packaging evidence for storage; ensures proper procedures are followed; photographing a wide variety of situations to ensure proper documentation of the crime scene; preparing reports and records of crime scenes and evidence collected; preparing diagrams; testifying in court regarding the crime scene and the evidence collected; performing duties related to other area of civilian police activities as necessary; reporting to crime scenes to collect evidence on a 24-hour basis as needed and perform related duties as assigned.

PROPERTY AND EVIDENCE TECHNICIAN

Under direction, an employee engaged in the receipt, control, preservation, and disposition of all evidence and property in custody of the Police Department, and the maintenance of records related thereto. The employee's duties include, but are not limited to, assigning the proper storage location within the property areas, preserving evidentiary integrity of the property, maintaining automated record-keeping systems of all evidence and property, assuring a continual chain of evidence, disposition of miscellaneous property, arranging for destruction of weapons, narcotics, and drugs and performs other related duties as assigned. The employee must be aware and knowledgeable of the law and City rules and regulations relative to property\evidence storage and release. The employee will function as a liaison with other governmental agencies as well as citizens, and must possess clerical, routine typing (30 wpm), bookkeeping and data entry skills. The employee's background of training and experience shall qualify the employee to perform the duties with skill, efficiency, tact, and diplomacy.

PEACE OFFICERS ASSOCIATION OF REDDING—MISCELLANEOUS EMPLOYEES
EXHIBIT "C"

PERFORMANCE EVALUATION INSTRUCTIONS FOR COMMUNITY SERVICE OFFICERS AND PROPERTY AND EVIDENCE TECHNICIANS

INTRODUCTION: Performance standards have been developed and communicated to employees in order to establish clear expectations of work performance.

PERFORMANCE STANDARDS: A set of standards has been developed defining the responsibilities of employees. Regardless of assignment or job title, certain performance standards are expected to be maintained. These standards are intended to clearly define expectations and form the basis upon which performance will be evaluated.

PERFORMANCE EVALUATION: The evaluation form used to rate employee performance has been designed to reflect each of the performance standard categories. In each category, an employee will be rated using the following performance factors: **Exceeds Standards**, **Meets Standards**, or **Below Standards**. A rating which most closely represents an employee's performance in each category shall be made.

It is important to complete the identifying information requested at the top of the first page of the evaluation form.

RATINGS DEFINED: The following descriptions are supplied to clearly define performance expected in order to earn a specific rating:

Exceeds Standards: Consistently performs above standard.
Meets Standards: Consistently meets the established standard.
Below Standards: Results fall short of meeting job requirements. (*Does not meet the standard as noted in the comments section of the evaluation and through prior counseling.*)
Not Applicable: Performance standard not applicable to current assignment.

Examples of performance incidents justifying the rating in each, as well as the overall rating, shall be listed in the comments section of the evaluation form.

COMPENSATION: Employees are paid within a wage range. Upon initial appointment, an employee is normally paid the lowest wage rate for that classification. Those employees who receive evaluations indicating they are rated overall **Meets or Exceeds Standards** will be advanced to the next scheduled wage step.

Any employee who receives an overall **Below Standards** may be denied a step increase. However, no employee will be "surprised" with a substandard rating, in that a prior counseling session shall have occurred with the employee describing the deficiency and providing time for correction; refer to **Standard Performance Policy**.

STANDARD PERFORMANCE POLICY: Substandard performance hurts the organization by forcing other employees to carry a greater portion of the day-to-day workload. Every attempt will be made to encourage employees to perform at a level where all standards are being met and/or exceeded. To this end, two clauses have been added to these instructions, as follows:

CLAUSE #1:

- If an employee is not meeting performance expectations, the employee's supervisor will meet with the employee to clarify how the employee is perceived not to be meeting the standard.

- If **Below Standards** work is critical enough that the employee's rating might be adversely affected, the supervisor will inform the employee and together they will develop a plan to correct the deficiency. The plan will be summarized in writing.

- If the employee successfully implements the plan and performance is corrected, the employee will be rated as **Meets Standards** in this element; if not, the employee will **not** get a **Meets Standards** rating in that element.

CLAUSE #2:

- If the plan referenced above becomes unattainable, the employee should initiate immediate contact with the employee's supervisor to review the plan, discuss problem areas or make appropriate adjustments.

MINIMUM PERFORMANCE STANDARDS FOR COMMUNITY SERVICE OFFICERS AND PROPERTY AND EVIDENCE TECHNICIANS

The following minimum performance standards have been adopted to assist each supervisor in evaluating an employee's effectiveness. There are three objectives for setting these performance standards:

I. The Improvement of Employee Effectiveness - The performance evaluation report will:
   A. Inform the employee of what is expected and how well the employee is meeting those expectations.
   B. Give the employee recognition and reward for good work.
   C. Measure the employee in terms of job requirements.
   D. Stimulate self-development.
   E. Help the supervisor decide on pay step increase.
   F. Serve as a guide for future personnel actions such as promotions, disciplinary actions, transfers, etc.

II. The Improvement of Supervisory Effectiveness - The performance evaluation report will:
   A. Provide for supervision consistency in application of performance standards and evaluation of personnel on all watches.
   B. Identify training needs of subordinates in general and individually.
   C. Provide the supervisor with a continuous record of the employee's performance history enhancing the quality of annual performance evaluations.

III. The Improvement of the Personnel Process - The performance evaluation report will:

   A. Indicate weaknesses in selection procedures.
   B. Elevate employee morale by recognition of competent service.
   C. Help the City and Department check on the need for and reasonableness of established performance standards.

D. Provide a check on the accuracy of job descriptions, classifications, recruitment, and selection process.
E. Indicate training needs and evaluate the effectiveness of training activities which will demonstrate the need for changes in or the clarification of rules, regulations, policies, and procedures.

In addition to the above minimum performance standards, standards have also been developed pertaining to an employee's specific assignment in various divisions or programs within the department.

MINIMUM PERFORMANCE STANDARDS FOR COMMUNITY SERVICE OFFICERS ASSIGNED TO FIELD OPERATIONS

I. PRODUCTIVITY

A. Level of activity should be comparable to peers in like conditions, taking into consideration such influences as work schedule, including days off, special enforcement activities, training assignments, number of hours actually worked, etc.
B. A majority of efforts should be in response to citizen inquiries and requests for information regarding criminal and civil matters as it pertains to police services.
C. Self-initiated duties include, but are not limited to:
    1. Parking enforcement.
    2. Abandoned auto removal.
    3. On-view activities such as violations which create no hazard to enforce, illegally posted signs, etc.
    4. Assisting beat officers with non-hazardous duties such as vehicle impounds, victim/witness transportation, etc.

II. REPORTS

A. Follow agency format and guidelines, see Attachment "A."
B. Complete reports by the end of watch unless approved by supervisor.
C. At least 80 percent of reports must be useable (easily corrected by a supervisor in the time it normally takes to review) upon first submittal to supervisor. This means that no more than 20 percent can be kicked back because of:

    1. Incomplete preliminary and follow-up investigation;
    2. Spelling, grammar, sentence structure, or legibility;
    3. Errors, omissions;
    4. Elements omitted; and
    5. Improper format.

This standard applies to employees who have been released from the formal FTO program.

III. INTERNAL RELATIONS: Employees are expected to conduct work in a manner which supports the overall group effort. If differences with co-workers and supervisors develop, the employee is expected to resolve them in a constructive manner. This means the employee is expected to:
A. Treat co-workers and supervisor with the same respect the employee desires.
B. Avoid behavior which disrupts the employee's work or the work of others.
C. Avoid racial, religious, ethnic, sexual slurs, and comments that might offend.

D. When differences develop, handle them constructively by actively trying to resolve or negotiate ways to work together harmoniously.

IV. EXTERNAL RELATIONS: Employees are expected to conduct work in a manner likely to foster good citizen relations and support for the agency and not generate patterns of sustained complaints. This means the employee is expected to:

A. Treat citizens with respect;
B. Refuse to accept gratuities.
C. Avoid profanity, use of racial, religious, ethnic, and sexual slurs, sarcasm, and derogatory remarks.

V. SAFETY: Employees are expected to conduct work in a manner which is most likely to protect the employee and others from harm and facilities and equipment from damage. This means employees are expected to:

A. Follow Department policy and procedure in the use of vehicles and equipment.
B. Follow Department policy and procedure when providing traffic control.

C. Employees are to use good judgment in recognizing potentially hazardous areas/situations and take steps to distance themselves from the area/situation.
D. Follow departmental radio communications procedures.

VI. WORK HABITS AND PROFESSIONAL APPEARANCE: Employees are expected to adhere to a productive work ethic, to exercise good personal hygiene, and present a neat and professional image. This means employees will be expected to:

A. Arrive at the beginning of roll call in uniform, with all necessary equipment ready for duty.
B. Be on the street within five minutes after briefing unless approved otherwise by Supervisor.
C. Assure Code 7's do not exceed 30 minutes, excluding reasonable travel time after clearance. Coffee breaks will be limited to two (2) and are not to exceed 15 minutes each, excluding reasonable travel time after clearance. Code 7 break locations must be given to Dispatch upon arrival.
D. Answer radio when called or Dispatch should be advised of location and status.
E. Remain in field until ten minutes to end of shift, but available to end of shift. Exceptions are to be cleared with supervisor.
F. Complete assignments and projects by due date or renegotiate with supervisor in advance.
G. Meet or exceed minimum standards of uniform and grooming policy.
H. Notify the Supervisor at the point in the shift where overtime is going to be needed.
I. Comply with court standby policy.
J. Return citizen phone calls as soon as possible.
K. Maintain Department-provided mail slots in useable condition.
L. Maintain area of responsibility, i.e., office, work station, locker room, gym, report room, and squad room, etc., in a neat condition.
M. Follow the chain of command.
N. Any sick leave used is to be for legitimate medical reasons according to current City policy.

VII. EQUIPMENT USE AND MAINTENANCE: Employees are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance. This means employees will be expected to:

A. Keep vehicles free of contraband, evidence, and debris.

B. Keep fuel tank no less than one-half full at end of shift.
C. Conduct circle checks of vehicle before and after shift and report damage or deficiencies to supervisor on appropriate form.
D. Lock vehicle when leaving it in public areas unless officer safety dictates otherwise.
E. Return equipment used to its proper location.
F. Report all lost, stolen or damaged departmental equipment while it is in possession.

MINIMUM PERFORMANCE STANDARDS FOR COMMUNITY SERVICE OFFICERS ASSIGNED TO INVESTIGATIONS

I. PRODUCTIVITY - ALL ASSIGNMENTS

A. Level of activity should be comparable to peers in like conditions, taking into consideration such influences as work schedule, including days off, special enforcement activities, training assignments, number of hours actually worked, etc.

WHILE ASSIGNED TO MISSING PERSONS, JUVENILE RUNAWAY FOLLOW-UP AND FINANCIAL CRIMES:

A. A majority of efforts should be directed toward clearance of the cases assigned .
B. Properly manage cases assigned, which include:
   1. Case prioritization, working the most critical cases first based on solvability factors or supervisory direction.
   2. Maintaining case files which contain case documentation, notes, reports, and any other materials pertinent to the investigation.
   3. Keeping supervisors apprised of case status, issues which arise that reflect on the department (positively or negatively), and any problems affecting ability to manage caseload.

PRODUCTIVITY WHILE ASSIGNED TO CRIME PREVENTION:

A. Satisfactory preparation and presentation of Crime Prevention events, programs, and meetings.
B. Maintain communication/cooperation with other City departments and other public and private agencies.
C. Conduct residential and commercial security surveys and attend Police Planning Committee meetings.
D. Provide other Crime Prevention presentations as requested, i.e., robbery, personal safety, gangs, drug awareness, business security, child safety, rape awareness, etc.
E. Assist in the Volunteer Program as needed and conduct volunteer background interviews.
F. Prepare and facilitate Southeast Asian Task Force meetings.
G. Answer miscellaneous Crime Prevention questions via phones, mail, etc., as they arise and update and maintain Crime Prevention calendar.
H. Identify innovative methods to promote community Crime Prevention in the Public and private sector.

PRODUCTIVITY WHILE ASSIGNED TO COMMUNITY WORK PROGRAM:

A. Plans, organizes, and coordinates activities and availability of resources in an efficient and effective manner.
B. Prepares work schedules, assigns resources and assists participants with assignments and effectively communicates tasks and expected outcomes.
C. Provides direction and oversees the activities of participants. Work is performed according to standard. Activities are monitored and inspected to ensure quality, timeliness, accuracy and completeness. Problems are resolved in a professional, creative and timely manner.

II. REPORTS

A. Follow agency format and guidelines, see Attachment "A."
B. Complete reports in a timely manner as directed by supervisor.
C. At least 80 percent of reports must be useable (easily corrected by a supervisor in the time it normally takes to review) upon first submittal to Supervisor. This means that no more than 20 percent can be kicked back because of:

1. Incomplete preliminary and follow-up investigation;
2. Spelling, grammar, sentence structure, or legibility;
3. Errors, omissions;
4. Elements omitted; and
5. Improper format.

This standard applies to employees who have been released from the formal FTO program.

III. INTERNAL RELATIONS: Employees are expected to conduct work in a manner which supports the overall group effort. If differences with co-workers and supervisors develop, the employee is expected to resolve them in a constructive manner. This means the employee is expected to:
A. Treat co-workers and supervisor with the same respect the employee desires.
B. Avoid behavior which disrupts the employee's work or the work of others.
C. Avoid racial, religious, ethnic, sexual slurs, and comments that might offend.
D. Maintain flexibility within the unit to assist any subunit or clerical staff when the need arises.
E. When differences develop, handle them constructively by actively trying to resolve or negotiate ways to work together harmoniously.
F. Develop and maintain positive working relationships with allied agencies, i.e., District Attorney's office, allied law enforcement agencies, parole, schools, etc.
G. Follow the chain of command.

IV. EXTERNAL RELATIONS: Employees are expected to conduct work in a manner likely to foster good citizen relations and support for the agency and not generate patterns of sustained complaints. This means the employee is expected to:

A. Treat citizens with respect;
B. Refuse to accept gratuities.
C. Avoid profanity, use of racial, religious, ethnic, and sexual slurs, sarcasm, and derogatory remarks.
D. Be aware of victims' rights and emotional well-being while conducting investigation, and remain sensitive to the needs of victims.

E. Be informed, knowledgeable, and supportive of existing local services and programs for victims.
F. Advise victims of crimes of the status and closing of investigations.
G. Provide assistance to other agencies in a timely manner.
H. Conduct self in a manner which will not generate sustained complaints or claims against you or the City of Redding.

V. SAFETY: Employees are expected to conduct work in a manner which is most likely to protect the employee and others from harm and facilities and equipment from damage. This means employees are expected to:

A. Follow Department policy and procedure in the use of vehicles and equipment.
B. Follow Department policy and procedure when providing traffic control.
C. Employees are to use good judgment in recognizing potentially hazardous areas/situations and take steps to distance themselves from the area/situation.
D. Follow departmental radio communications procedures.

IN ADDITION TO ABOVE, WHILE ASSIGNED TO COMMUNITY WORK PROGRAM:

A. Work is conducted in a manner which is most likely to protect self and others from harm.
B. Work is conducted in a manner which is most likely to protect facilities and equipment from damage.
C. Ensures facilities and work locations are free of unsafe conditions in conformance with federal, state, local and departmental safety regulations.

VI. WORK HABITS AND PROFESSIONAL APPEARANCE: Employees are expected to adhere to a productive work ethic, to exercise good personal hygiene, and present a neat and professional image. This means employees will be expected to:

A. Dress in business attire or uniform. For male CSO's this means a dress shirt with appropriate tie and dress pants. During hot weather, and with supervisory approval, open-collar shirts may be worn. For female CSO's this means skirts, dresses, blouses, or dress slacks. Blue denim-type jeans or shorts are not acceptable. The appropriateness of the attire will be at the discretion of the division supervisors and commanders.
B. Arrive for work on time and maintain a schedule approved by Supervisor.
C. Assure Code 7's do not exceed 60 minutes, including reasonable travel time after clearance. Coffee breaks will be limited to two (2) and are not to exceed 15 minutes each, including reasonable travel time after clearance. Code 7 break locations must be given to Dispatch upon arrival.
D. Answer radio when called or Dispatch should be advised of location and status.
E. Check department mail folder daily for messages.
F. Complete assignments and projects by due date or renegotiate with supervisor in advance.
G. Notify the Supervisor at the point in the shift where overtime is going to be needed.
H. Comply with court standby policy.
I. Return citizen phone calls as soon as possible.
J. Maintain area of responsibility, i.e., office, work station, locker room, gym, report room, and squad room, etc., in a neat condition.
K. Wear pager and have it turned on during on-duty hours.

L. Any sick leave used is to be for legitimate medical reasons according to current City policy.

VII. EQUIPMENT USE AND MAINTENANCE: Employees are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance. This means employees will be expected to:

A. Keep vehicles free of contraband, evidence, and debris.
B. Keep fuel tank no less than one-half full at end of shift.
C. Conduct circle checks of vehicle/equipment before and after shift and report damage or deficiencies to supervisor on appropriate form.
D. Lock vehicle when leaving it in public areas unless officer safety dictates otherwise.
E. Return equipment used to its proper location.

F. Report all lost, stolen or damaged departmental equipment while it is in possession.
G. Keep assigned radio or pager charged and in good working order.

MINIMUM PERFORMANCE STANDARDS FOR COMMUNITY SERVICE OFFICERS ASSIGNED TO SERVICES

I. PRODUCTIVITY

A. Level of activity should be comparable to peers in like conditions, taking into consideration such influences as work schedule, including days off, special enforcement activities, training assignments, number of hours actually worked, etc.
B. A majority of efforts should be in response to citizen inquiries and requests for information regarding criminal and civil matters as it pertains to police services.
C. Work cooperatively with other Department personnel to achieve the overall goals of the Department.
D. Self-initiated duties include, but are not limited to:
   1. Answering telephone calls.
   2. Computer entries.
   3. Assisting with certain clerical functions.
   4. Researching Community Service Officer related projects.

II. REPORTS

A. Follow agency format and guidelines, see Attachment “A.”
B. Complete reports by end of watch unless approved by supervisor.
C. At least 80 percent of reports must be useable (easily corrected by a supervisor in the time it normally takes to review) upon first submittal to Supervisor. This means that no more than 20 percent can be kicked back because of:

   1. Incomplete preliminary and follow-up investigation;
   2. Spelling, grammar, sentence structure, or legibility;
   3. Errors, omissions;
   4. Elements omitted; and
   5. Improper format.

This standard applies to employees who have been released from the formal FTO program.

III. INTERNAL RELATIONS: Employees are expected to conduct work in a manner which supports the overall group effort. If differences with co-workers and supervisors develop, the employee is expected to resolve them in a constructive manner. This means the employee is expected to:

A. Treat co-workers and supervisor with the same respect the employee desires.
B. Avoid behavior which disrupts the employee's work or the work of others.
C. Avoid racial, religious, ethnic, sexual slurs, and comments that might offend.
D. When differences develop, handle them constructively by actively trying to resolve or negotiate ways to work together harmoniously.

IV. EXTERNAL RELATIONS: Employees are expected to conduct work in a manner likely to foster good citizen relations and support for the agency and not generate patterns of sustained complaints. This means the employee is expected to:

A. Treat citizens with respect;
B. Refuse to accept gratuities.
C. Avoid profanity, use of racial, religious, ethnic, and sexual slurs, sarcasm, and derogatory remarks.

V. SAFETY: Employees are expected to conduct work in a manner which is most likely to protect the employee and others from harm and facilities and equipment from damage. This means employees are expected to:

A. Follow Department policy and procedure in the use of vehicles and equipment.
B. Employees are to use good judgment in recognizing potentially hazardous areas/situations and take steps to distance themselves from the area/situation.
C. Follow departmental radio communications procedures.
D. Follow Departmental phone procedures.

VI. WORK HABITS AND PROFESSIONAL APPEARANCE: Employees are expected to adhere to a productive work ethic, to exercise good personal hygiene, and present a neat and professional image. This means employees will be expected to:

A. Arrive in uniform, with all necessary equipment ready for duty.
B. Assure Code 7's do not exceed 30 minutes, excluding reasonable travel time after clearance. Coffee breaks will be limited to two (2) and are not to exceed 15 minutes each. Code 7 break locations must be given to Dispatch.
C. Answer radio or phone when called.
D. Complete assignments and projects by due date or renegotiate with supervisor in advance.
E. Meet of exceed minimum standards of uniform and grooming policy.
F. Notify supervisor at the point in the shift where overtime is going to be needed.
G. Comply with court standby policy.
H. Return citizen phone calls as soon as possible.
I. Maintain Department-provided mail slots in useable condition.
J. Maintain area of responsibility, i.e., office, work station, locker room, gym, report room, and squad room, etc., in a neat condition.
K. Follow the chain of command.
L. Any sick leave used is to be for legitimate medical reasons according to current City policy.

VII. EQUIPMENT USE AND MAINTENANCE: Employees are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance. This means employees will be expected to:

A. Keep area free of contraband, evidence, and debris.
B. Return equipment used to its proper location.
C. Report all lost, stolen or damaged departmental equipment while it is in possession.

MINIMUM PERFORMANCE STANDARDS FOR COMMUNITY SERVICE OFFICERS ASSIGNED AS COURT LIAISON

I. PRODUCTIVITY

A. Level of activity should be comparable to peers in like conditions, taking into consideration such influences as work schedule, including days off, special enforcement activities, training assignments, number of hours actually worked, etc.

B. Duties include but are not limited to:
1. All complaint-based reports, arrest reports, and other necessary reports, including correspondence, are processed and delivered to the Shasta County District Attorney's Office or Court Offices prior to any mandated deadline.
2. All reports, supplements, and crime complaint applications are completed in accordance with Department time requirements.
3. Ensure that all necessary documents are attached to the Court/District Attorney Office copies.
4. Follow-up required by the court officer is completed in a timely manner.

II. INTERNAL RELATIONS: Employees are expected to conduct work in a manner which supports the overall group effort. If differences with co-workers and supervisors develop, the employee is expected to resolve them in a constructive manner. This means the employee is expected to:

A. Treat co-workers and supervisor with the same respect the employee desires.
B. Avoid behavior which disrupts the employee's work or the work of others.
C. Avoid racial, religious, ethnic, sexual slurs, and comments that might offend.
D. When differences develop, handle them constructively by actively trying to resolve or negotiate ways to work together harmoniously.

III. EXTERNAL RELATIONS: Employees are expected to conduct work in a manner likely to foster good citizen relations and support for the agency and not generate patterns of sustained complaints. This means the employee is expected to:

A. Treat citizens with respect;
B. Refuse to accept gratuities.
C. Avoid profanity, use of racial, religious, ethnic, and sexual slurs, sarcasm, and derogatory remarks.

IV. SAFETY: Employees are expected to conduct work in a manner which is most likely to protect the employee and others from harm and facilities and equipment from damage. This means employees are expected to:

A. Follow Department policy and procedure in the use of vehicles and equipment.
B. Follow Department policy and procedure when providing traffic control.
C. Employees are to use good judgment in recognizing potentially hazardous areas/situations and take steps to distance themselves from the area/situation.
D. Follow departmental radio communications procedures.

V. WORK HABITS AND PROFESSIONAL APPEARANCE: Employees are expected to adhere to a productive work ethic, to exercise good personal hygiene, and present a neat and professional image. This means employees will be expected to:

A. Assure Code 7s do not exceed 60 minutes, excluding reasonable travel time after clearance. Coffee breaks will be limited to two (2) and are not to exceed 15 minutes each, excluding reasonable travel time after clearance.
B. Complete assignments and projects by due date or renegotiate with supervisor in advance.
C. Meet of exceed minimum standards of uniform and grooming policy.
D. Notify Supervisor at the point in the shift where overtime is going to be needed.
E. Return citizen phone calls as soon as possible.
F. Maintain Department-provided mail slots in useable condition.
G. Maintain area of responsibility, i.e., office, work station, locker room, gym, report room, and squad room, etc., in a neat condition.
H. Follow the chain of command.
I. Any sick leave used is to be for legitimate medical reasons according to current City policy.

VII. EQUIPMENT USE AND MAINTENANCE: Employees are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance. This means employees will be expected to:

A. Keep vehicle free of contraband, evidence, and debris.
B. Keep fuel tank no less than one-half full at end of shift.
C. Conduct circle checks of vehicle before and after shift and report damage or deficiencies to supervisor on appropriate form.
D. Lock vehicle when leaving it in public areas unless officer safety dictates otherwise.
E. Return equipment used to its proper location.
F. Report all lost, stolen, or damaged departmental equipment while it is in possession.

MINIMUM PERFORMANCE STANDARDS FOR COMMUNITY SERVICE OFFICERS ASSIGNED TO ABANDONED VEHICLE ABATEMENT (AVA) PROGRAM

I. PRODUCTIVITY

A. Level of activity should be comparable to peers in like conditions, taking into consideration such influences as work schedule, including days off, special enforcement activities, training assignments, number of hours actually worked, etc.
B. A majority of efforts should be in response to citizen inquiries for information and requests for enforcement pertaining to abandoned vehicles.
C. The AVA Community Services Officer is also responsible for:
   1. Maintaining AVA records.
   2. Public education and awareness presentations.
   3. Preparation of lien sale paperwork for volunteer.
   4. Conduct inspections of vehicle inventory at department's impound/storage yard to determine vehicle status and complete preparations for vehicles to be released.
   5. Completing AVA quarterly and fiscal year reports.
   6. Advising vehicle/property owners within required time frames of their responsibility for removing vehicles.

D. Self-initiated duties include, but are not limited to:
   1. Identifying and tagging abandoned vehicles.
   2. Abandoned vehicle removal.
   3. Assisting beat officers with non-hazardous duties such as vehicle impounds, traffic control, etc., if no one else is available.

II. REPORTS

A. Follow agency format and guidelines, see Attachment "A."
B. Complete reports by the end of watch unless approved by supervisor.
C. At least 80 percent of reports must be useable (easily corrected by a supervisor in the time it normally takes to review) upon first submittal to supervisor. This means that no more than 20 percent can be kicked back because of:
   1. Incomplete preliminary and follow-up investigation;
   2. Spelling, grammar, sentence structure, or legibility;
   3. Errors, omissions;
   4. Elements omitted; and
   5. Improper format.

This standard applies to employees who have been released from the formal FTO program.

III. INTERNAL RELATIONS: Employees are expected to conduct work in a manner which supports the overall group effort. If differences with co-workers and supervisors develop, the employee is expected to resolve them in a constructive manner. This means the employee is expected to:
A. Treat co-workers and supervisor with the same respect the employee desires.
B. Avoid behavior which disrupts the employee's work or the work of others.
C. Avoid racial, religious, ethnic, sexual slurs, and comments that might offend.
D. When differences develop, handle them constructively by actively trying to resolve or negotiate ways to work together harmoniously.

IV. EXTERNAL RELATIONS: Employees are expected to conduct work in a manner likely to foster good citizen relations and support for the agency and not generate patterns of sustained complaints. This means the employee is expected to:

A. Treat citizens with respect;
B. Refuse to accept gratuities.
C. Avoid profanity, use of racial, religious, ethnic, and sexual slurs, sarcasm, and derogatory remarks.

V. SAFETY: Employees are expected to conduct work in a manner which is most likely to protect the employee and others from harm and facilities and equipment from damage. This means employees are expected to:

A. Follow Department policy and procedure in the use of vehicles and equipment.
B. Follow Department policy and procedure when providing traffic control.
C. Employees are to use good judgment in recognizing potentially hazardous areas/situations and take steps to distance themselves from the area/situation.
D. Follow departmental radio communications procedures.

VI. WORK HABITS AND PROFESSIONAL APPEARANCE: Employees are expected to adhere to a productive work ethic, to exercise good personal hygiene, and present a neat and professional image. This means employees will be expected to:

A. Arrive at the beginning of roll call in uniform, with all necessary equipment ready for duty.
B. Be on the street within five minutes after briefing unless approved otherwise by Supervisor.
C. Assure Code 7's do not exceed 30 minutes, excluding reasonable travel time after clearance. Coffee breaks will be limited to two (2) and are not to exceed 15 minutes each, excluding reasonable travel time after clearance. Code 7 break locations must be given to Dispatch upon arrival.
D. Answer radio when called or Dispatch should be advised of location and status.
E. Complete assignments and projects by due date or renegotiate with supervisor in advance.
F. Meet or exceed minimum standards of uniform and grooming policy.
G. Notify the Supervisor at the point in the shift where overtime is going to be needed.
H. Comply with court standby policy.
I. Return citizen phone calls as soon as possible.
J. Maintain Department-provided mail slots in useable condition.
K. Maintain area of responsibility, i.e., office, work station, locker room, gym, report room, and squad room, etc., in a neat condition.
L Follow the chain of command.
M. Any sick leave used is to be for legitimate medical reasons according to current City policy.

VII. EQUIPMENT USE AND MAINTENANCE: Employees are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance. This means employees will be expected to:

A. Keep vehicles free of contraband, evidence, and debris.
B. Keep fuel tank no less than one-half full at end of shift.
C. Conduct circle checks of vehicle before and after shift and report damage or deficiencies to supervisor on appropriate form.

D. Lock vehicle when leaving it in public areas unless officer safety dictates otherwise.
E. Return equipment used to its proper location.
F. Report all lost, stolen or damaged departmental equipment while it is in possession.

MINIMUM PERFORMANCE STANDARDS FOR COMMUNITY SERVICE OFFICERS ASSIGNED TO TRAFFIC UNIT

I. PRODUCTIVITY

A. Level of activity should be comparable to peers in like conditions, taking into consideration such influences as work schedule, including days off, special enforcement activities, training assignments, number of hours actually worked, etc.
B. A majority of efforts should be in response to citizen inquiries and requests for information regarding criminal and civil matters as it pertains to police services.
C. Duties include, but are not limited to:
   1. Traffic accidents, assist on 11-80's and fatals.
   2. Set up and maintenance of SMART trailers.
   3. Assist with Abandoned Vehicle Abatement when needed.
   4. Prepare/Conduct public presentations as needed.
   5. Assist with special education programs.
   6. Assist with special events.

II. REPORTS

A. Follow agency format and guidelines, see Attachment "A."
B. Complete reports by the end of watch unless approved by supervisor.
C. At least 80 percent of reports must be useable (easily corrected by a supervisor in the time it normally takes to review) upon first submittal to supervisor. This means that no more than 20 percent can be kicked back because of:
   1. Incomplete preliminary and follow-up investigation;
   2. Spelling, grammar, sentence structure, or legibility;
   3. Errors, omissions;
   4. Elements omitted; and
   5. Improper format.

This standard applies to employees who have been released from the formal FTO program.

III. INTERNAL RELATIONS: Employees are expected to conduct work in a manner which supports the overall group effort. If differences with co-workers and supervisors develop, the employee is expected to resolve them in a constructive manner. This means the employee is expected to:

A. Treat co-workers and supervisor with the same respect the employee desires.
B. Avoid behavior which disrupts the employee's work or the work of others.
C. Avoid racial, religious, ethnic, sexual slurs, and comments that might offend.
D. When differences develop, handle them constructively by actively trying to resolve or negotiate ways to work together harmoniously.

IV. EXTERNAL RELATIONS: Employees are expected to conduct work in a manner likely to foster good citizen relations and support for the agency and not generate patterns of sustained complaints. This means the employee is expected to:

A. Treat citizens with respect;
B. Refuse to accept gratuities.

C. Avoid profanity, use of racial, religious, ethnic, and sexual slurs, sarcasm, and derogatory remarks.

V. SAFETY: Employees are expected to conduct work in a manner which is most likely to protect the employee and others from harm and facilities and equipment from damage. This means employees are expected to:

A. Follow Department policy and procedure in the use of vehicles and equipment.
B. Follow Department policy and procedure when providing traffic control.
C. Employees are to use good judgment in recognizing potentially hazardous areas/situations and take steps to distance themselves from the area/situation.
D. Follow departmental radio communications procedures.

VI. WORK HABITS AND PROFESSIONAL APPEARANCE: Employees are expected to adhere to a productive work ethic, to exercise good personal hygiene, and present a neat and professional image. This means employees will be expected to:

A. Arrive at the beginning of roll call in uniform, with all necessary equipment ready for duty.
B. Be on the street within five minutes after briefing unless approved otherwise by Supervisor.
C. Assure Code 7's do not exceed 30 minutes, excluding reasonable travel time after clearance. Coffee breaks will be limited to two (2) and are not to exceed 15 minutes each, excluding reasonable travel time after clearance. Code 7 break locations must be given to Dispatch upon arrival.
D. Answer radio when called or Dispatch should be advised of location and status.
E. Remain in field until ten minutes to end of shift, but available to end of shift. Exceptions are to be cleared with supervisor.
F. Complete assignments and projects by due date or renegotiate with supervisor in advance.
G. Meet or exceed minimum standards of uniform and grooming policy.
H. Notify the Supervisor at the point in the shift where overtime is going to be needed.
I. Comply with court standby policy.
J. Return citizen phone calls as soon as possible.
K. Maintain Department-provided mail slots in useable condition.
L. Maintain area of responsibility, i.e., office, work station, locker room, gym, report room, and squad room, etc., in a neat condition.
M. Follow the chain of command.
N. Any sick leave used is to be for legitimate medical reasons according to current City policy.

VII. EQUIPMENT USE AND MAINTENANCE: Employees are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance. This means employees will be expected to:

A. Keep vehicles free of contraband, evidence, and debris.
B. Keep fuel tank no less than one-half full at end of shift.
C. Conduct circle checks of vehicle before and after shift and report damage or deficiencies to supervisor on appropriate form.
D. Lock vehicle when leaving it in public areas unless officer safety dictates otherwise.
E. Return equipment used to its proper location.
F. Report all lost, stolen or damaged departmental equipment while it is in possession.

ATTACHMENT "A"

ELEMENTS NECESSARY FOR A COMPLETE INVESTIGATION

1. All pertinent blocks on the face page of the report shall be filled in.

2. RP/Victim information on the face sheet shall include the following information if available: Last name, first name, middle name, AKA's if any, sex/race, DOB, current street address, current home phone and current business phone if any.

3. Witness information shall include the following information if available: Last name, first name, middle name, AKA's if any, sex/race, DOB, current street address, current home phone, and current business phone number if available.

4. Suspect information shall contain the following information if available: Last name, first name, middle name, AKA's if any, sex/race, DOB, height, weight, hair color and length, eye color, distinguishing features to include but not limited to marks/scars and tattoos, driver's license number, social security number, clothing description if applicable, last known address, home phone and business phone if available.

   In cases such as Missing Persons or Runaway Juveniles where victim information is critical, the following should be included on the face page and supply the same information as is required for a suspect lead:

5. The elements of the crime being investigated must be clearly established and documented in the report. If the crime is a specific intent crime, the specific intent must be established and documented in the report.

6. A complete and thorough statement must be obtained from every RP, victim, witness, and suspect which is contacted. Attempts should be made to contact those involved parties who are not present at the time. If contact is not made, a notation should be included in the report that an attempt was made to contact that person and the reason for the lack of contact (i.e., suspect unable to be located).

7. An attempt must be made to look for and collect all evidence of the criminal act. The attempt and the act of collection must be elaborated in the report. To state "No evidence was located" is not sufficient. You must state what steps you took to locate and collect evidence (i.e., I visually inspected the area for footprints or I dusted the point of entry for latent prints). If you are unable to look for or collect evidence, you must state the reason in your report (i.e., unable to dust for prints due to the surface of the car being wet from the rain).

8. You must indicate in your report what specifically was done with the evidence (i.e., it was placed in the property room or it was mailed to DOJ). If appropriate, the evidence collected must be listed on the back of the face sheet of the report as "H".

9. All supporting documents of the crime or information about the suspect as 10-28's, L1's, rap sheets, medical release forms, sexual assault forms, or elder abuse forms should be completed and attached to the report.

10. The report must contain proper grammar, spelling, and sentence structure.

11. Reports must be clearly written so the facts of the case can be easily understood.

12. Reports must be concise. Repetitive statements and information not relevant to the case should be excluded.

13. All pertinent blocks on the face page of the report shall be filled in.

14. RP/Victim information on the face sheet shall include the following information if available: Last name, first name, middle name, AKA's if any, sex/race, DOB, current street address, current home phone and current business phone if any.

15. Witness information shall include the following information if available: Last name, first name, middle name, AKA's if any, sex/race, DOB, current street address, current home phone, and current business phone number if available.

16. Suspect information shall contain the following information if available: Last name, first name, middle name, AKA's if any, sex/race, DOB, height, weight, hair color and length, eye color, distinguishing features to include but not limited to marks/scars and tattoos, driver's license number, social security number, clothing description if applicable, last known address, home phone and business phone if available.

    In cases such as Missing Persons or Runaway Juveniles where victim information is critical, the following should be included on the face page and supply the same information as is required for a suspect lead:

17. The elements of the crime being investigated must be clearly established and documented in the report. If the crime is a specific intent crime, the specific intent must be established and documented in the report.

18. A complete and thorough statement must be obtained from every RP, victim, witness, and suspect which is contacted. Attempts should be made to contact those involved parties who are not present at the time. If contact is not made, a notation should be included in the report that an attempt was made to contact that person and the reason for the lack of contact (i.e., suspect unable to be located).

19. An attempt must be made to look for and collect all evidence of the criminal act. The attempt and the act of collection must be elaborated in the report. To state "No evidence was located" is not sufficient. You must state what steps you took to locate and collect evidence (i.e., I visually inspected the area for footprints or I dusted the point of entry for latent prints). If you are unable to look for or collect evidence, you must state the reason in your report (i.e., unable to dust for prints due to the surface of the car being wet from the rain).

20. You must indicate in your report what specifically was done with the evidence (i.e., it was placed in the property room or it was mailed to DOJ). If appropriate, the evidence collected must be listed on the back of the face sheet of the report as "H".

21. All supporting documents of the crime or information about the suspect as 10-28's, L1's, rap sheets, medical release forms, sexual assault forms, or elder abuse forms should be completed and attached to the report.

22. The report must contain proper grammar, spelling, and sentence structure.

23. Reports must be clearly written so the facts of the case can be easily understood.

24. Reports must be concise. Repetitive statements and information not relevant to the case should be excluded.

CITY OF REDDING POLICE DEPARTMENT
PART 1 - COMMUNITY SERVICE OFFICER PERFORMANCE EVALUATION

_____ Date of this report _____
Last Name First Name Initial

Position _____For period from _____ to

Division _____

Length of service with Department _____years

In present position _____years

PART 2 PERFORMANCE FACTORS:

EXCEEDS STANDARDS: Consistently performs beyond established minimum performance standards, and contributes beyond current job responsibilities. Produces results of exceptional quality. Demonstrates unusual talent, ability, or expertise.

MEETS JOB STANDARDS: Consistently fulfils minimum performance standards. Contributes effectively to City objectives. If new to the job, learning process equals expectations.

BELOW STANDARDS: Results fall short of meeting minimum performance standards. Does not necessarily indicate completely unsatisfactory or unacceptable performance, but addresses a performance area which needs additional attention or effort. If new to the job, further development is needed to consistently meet job requirements.

NOT APPLICABLE: Performance standard is not applicable to current assignment.

INSTRUCTIONS: Examples of performance incidents justifying ratings in each of the rating categories shall be listed in the comments section of the evaluation form.

1 -	Exceeds Standards	3	-	Below Standards
2 -	Meets Job Standards	N/A	-	Not Applicable

PART 3 PERFORMANCE STANDARDS

	PERFORMANCE RATING			
I. PRODUCTIVITY				
☐ Level of activity as compared to peers in like conditions.	1	2	3	N/A
☐ Majority of effort is in response to citizen inquiries, and information requests pertaining to current assignment.	1	2	3	N/A
☐ Self-initiated duties that do not pose a hazard to perform: - parking enforcement, abandoned auto removal, illegally posted signs; and - assisting officers with duties, such as vehicle impounds, victim/witness transportation, etc.	1	2	3	N/A

☐ Work effort is focused on the clearance of assigned cases.	1	2	3	N/A
☐ Proper management of assigned cases based on: - solvability factors or supervisor direction, those cases of highest priority are worked first; - proper maintenance of case files; and - supervisors are kept apprised of case status and issues that reflect on the Department.	1	2	3	N/A
☐ Satisfactory preparation and presentation of Crime Prevention events, programs, and meetings.	1	2	3	N/A
☐ Communications and cooperation with other public and private agencies are maintained.	1	2	3	N/A
☐ Security surveys are conducted and police planning committee meetings are attended.	1	2	3	N/A
☐ Crime Prevention presentations are provided as requested.	1	2	3	N/A
☐ Assistance is given to the Volunteer Program as needed to include volunteer background interviews.	1	2	3	N/A
☐ Preparation and facilitation of Southeast Asian Task Force meetings as needed.	1	2	3	N/A
☐ Responds to questions regarding Crime Prevention matters and maintains the Crime Prevention calendar.	1	2	3	N/A
☐ Identifies innovative methods to promote community crime prevention in the public and private sector.	1	2	3	N/A
☐ Cooperate with other department personnel to achieve the overall goals of the department.	1	2	3	N/A
☐ Self-initiated duties, such as answering telephone calls, computer entries, clerical functions, and related CSO functions are performed as expected.	1	2	3	N/A
☐ Deadlines are met in the processing and delivery of necessary reports to the court and district attorney's office.	1	2	3	N/A
☐ All reports, supplements, and complaint applications are completed on time.	1	2	3	N/A
☐ Reports are compiled for completeness prior to submittal to the district attorney's office or court.	1	2	3	N/A
☐ Required follow-up is completed in a timely manner.	1	2	3	N/A
☐ Abandoned vehicle abatement records are properly maintained.	1	2	3	N/A
☐ Public education and awareness presentations are conducted	1	2	3	N/A

as required.

☐ Lien sale documents are prepared correctly and timely for the assigned volunteer's distribution.	1	2	3	N/A
☐ Department's impound/storage facility is routinely inspected to determine each vehicle's status. Preparations are made to release vehicles as soon as legally possible.	1	2	3	N/A
☐ Abandoned vehicle abatement annual and quarterly reports are satisfactorily completed prior to their due dates.	1	2	3	N/A
☐ Advisement of vehicle/property owners of their responsibility for vehicle removal are made within required time frames.	1	2	3	N/A
☐ Self-initiated duties, which include identifying, tagging, and removal of abandoned vehicles and assisting beat officers with non-hazardous duties.	1	2	3	N/A
☐ Traffic accidents, assist on 11-80's and fatals.	1	2	3	N/A
☐ Set up and maintenance of SMART trailers.	1	2	3	N/A
☐ Assist with abandoned vehicle abatement when needed.	1	2	3	N/A
☐ Prepare/conduct public presentations as needed.	1	2	3	N/A
☐ Assist with special education programs.	1	2	3	N/A
☐ Assist with special events.	1	2	3	N/A

COMMENTS:

II. REPORTS

☐ Prepared reports follow agency format and guidelines.	1	2	3	N/A
☐ Reports are completed in a timely manner.	1	2	3	N/A
☐ At least 80 percent of all reports prepared are useable (prepared correctly or easily corrected by a report reviewer in the time it normally takes to review and not an error outside the CSO's control) upon first submittal to a sergeant.	1	2	3	N/A

This standard applies to CSO's who have been released from the formal FTO Program.

COMMENTS:

III. INTERNAL RELATIONS

☐ Work is conducted in a manner which supports the overall group effort.	1	2	3	N/A

☐ Differences with coworkers and supervisors are resolved in a constructive manner.	1	2	3	N/A

COMMENTS:

IV. EXTERNAL RELATIONS

☐ Work is conducted in a manner which is likely to foster good citizen relations and support for the agency.	1	2	3	N/A
☐ Work is completed in a manner which does not generate patterns of sustained complaints.	1	2	3	N/A

COMMENTS:

V. SAFETY

☐ Work is conducted in a manner which is most likely to protect the employee and others from harm.	1	2	3	N/A
☐ Work is conducted in a manner which is most likely to protect facilities and equipment from damage.	1	2	3	N/A

COMMENTS:

VI. WORK HABITS AND PROFESSIONAL APPEARANCE

☐ Adheres to a productive work ethic.	1	2	3	N/A
☐ Exercises good personal hygiene.	1	2	3	N/A
☐ Presents a neat and professional image.	1	2	3	N/A
☐ Attendance.	1	2	3	N/A

COMMENTS:

VII. EQUIPMENT USE AND MAINTENANCE

☐ Use and care for Department equipment is done in a manner most likely to ensure good working order and appearance.	1	2	3	N/A

COMMENTS:

PART 4 - OVERALL EVALUATION

____ Exceeds Standards ____ Meets Job Standards ____ Below Standards

The overall rating is not intended to be an average of the ratings on individual performance factors. In every job, some results and factors are more important than others and should be given greater weight. Should a regular employee disagree with his/her overall rating or any portion thereof (for any element that is rated less than Meets Job Standards), the employee has the right to have the Personnel Director review the Performance Evaluation. The employee shall have the right to have an Association Representative present. The Personnel Director's review

and decision relating to the Performance Evaluation will be final. Such appeal to the Personnel Director must be made within 30 days of the date the employee receives the Performance Evaluation.

COMMENTS:

PART 5 - EMPLOYEE DEVELOPMENT

I have participated in discussion of overall job performance and setting of new objectives.

COMMENTS:

PART 6 – CERTIFICATION

The employee's signature does not necessarily mean the employee is in total agreement with the remarks or ratings. Employee has the right to candidly express his/her opinion on this evaluation.

Interview conducted with: _____ Date _____
Signature of Employee

Employee comments: _____
_____
_____

Signature of Supervisor _____ Date _____
Supervisor

Signature of Division Commander _____ Date _____

Signature of Department Head _____ Date _____

Comments for Division and/or Department Head: _____
_____
_____
_____
_____

If comments are made by the Department Head, the employee must initial, indicating he has seen these comments prior to routing to the Personnel Office.

I have reviewed the comments made by the Department Head _____
Employee's Initials

"EXHIBIT C"
MINIMUM PERFORMANCE STANDARDS FOR
COMMUNITY WORK PROGRAM OFFICER

I.PRODUCTIVITY

A. Properly manage cases assigned, which includes:
   1. Case prioritization, working the most critical cases first based on solvability factors or supervisory direction.
   2. Maintaining case files which contain case documentation, notes, reports and any other materials pertinent to the investigation.
   3. Keeping supervisors apprised of case status, issues which arise that reflect on the department (positively or negatively), and any problems affecting ability to manage caseload.

B. Plans, organizes, and coordinates activities and availability of resources in an efficient and effective manner.

C. Prepares work schedules, assigns resources and assists participants with assignments and effectively communicates tasks and expected outcomes.

D. Provides direction and oversees the activities of participants. Work is performed according to standard. Activities are monitored and inspected to ensure quality, timeliness, accuracy and completeness. Problems are resolved in professional, creative and timely manner.

E. Effectively communicate with allied agencies.

II.REPORTS

A. Follow agency format and guidelines, see Attachment "A".

B. Complete reports in a timely manner as directed by supervisor.

C. At least 80 percent of reports must be useable (easily corrected by a supervisor in the time it normally takes to review) upon the first submittal to Supervisor. This means that no more than 20 percent can be kicked back because of:

   1. Incomplete preliminary and follow-up investigation;
   2. Spelling, grammar, sentence structure, or legibility;
   3. Errors, omissions;
   4. Elements omitted; and
   5. Improper format.

This standard applies to employees who have been released from the formal FTO program.

III. INTERNAL RELATIONS: Employees are expected to conduct work in a manner which supports the overall group effort. If differences with co-workers and supervisors develop, the employee is expected to resolve them in a constructive manner. This means the employee is expected to:

A. Treat co-workers and supervisors with same respect the employee desires.
B. Avoid behavior which disrupts the employee's work or the work of others.
C. Avoid racial, religious, ethnic, sexual slurs, and comments that might offend.

D. Maintain flexibility within the unit to assist any subunit or clerical staff when the need arises.
E. When differences develop, handle them constructively by actively trying to resolve or negotiate ways to work together harmoniously.
F. Develop and maintain positive working relationships with allied agencies, i.e.. District Attorney's office, allied law enforcement agencies, parole, schools, ect.
G. Follow the chain of command.

IV. EXTERNAL RELATIONS:Employees are expected to conduct work in a manner likely to foster good citizen relations and support for the agency and not generate patterns of sustained complaints. This means the employee is expected to:

A. Treat citizens with respect.
B. Refuse to accept gratuities.
C. Avoid profanity, use of racial, religious, ethnic, and sexual slurs, sarcasm, and derogatory remarks.
D. Be aware of victims' rights and emotional well-being while conducting investigation, and remain sensitive to the needs of victims.
E. Be informed, knowledgeable, and supportive of existing local services and programs for victims.
F. Advise victims of crimes of the status and closing of investigations.
G. Provide assistance to other agencies in a timely manner.
H. Conduct self in a manner which will not generate sustained complaints or claims against you or the City of Redding.

V. SAFETY: Employees are expected to conduct work in a manner which is most likely to protect the employee and others from harm and facilities and equipment from damage. This means employees are expected to:

A. Follow department policy and procedure while using vehicles and equipment.
B. Follow Department policy and procedure when providing traffic control.
C. Employees are to use good judgment in recognizing potentially hazardous areas or situations and take steps to distance themselves from the area/situation.
D. Follow departmental radio communications procedures.
E. Work is conducted in a manner which is most likely to protect self and others from harm.
F. Work is conducted in a manner which is most likely to protect facilities and equipment from damage.
G. Ensures facilities and work locations are free of unsafe conditions in conformance with federal, state, local and departmental safety regulations.

VI. WORK HABITS AND PROFESSIONAL APPEARANCE: Employees are expected to adhere to a productive work ethic, to exercise good personal hygiene, and present a neat and professional image. This means employees will be expected to:

A. The Community Work Program Officer should wear class C uniform, unless otherwise directed.
B. Arrive for work on time and maintain a schedule approved by Supervisor.
C. Assure Code 7's do not exceed 60 minutes, including reasonable travel time after clearance. Coffee breaks will be limited to two (2) and are not to exceed 15 minutes each, including reasonable travel time after clearance. Code 7 break locations must be given to Dispatch upon arrival.

D. Answer radio when called or Dispatch should be advised of location and status.
E. Check department mail folder daily for messages.
F. Complete assignments and projects by due date or renegotiate with supervisor in advance.
G. Notify the Supervisor at the point in the shift where overtime is going to be needed.
H. Comply with court standby policy.
I. Return citizen phone calls as soon as possible
J. Maintain area of responsibility, i.e.. Office, work station, assigned vehicle and trailer, equipment, locker room, gym report room, and squad room, etc., in a neat condition.
K. Wear pager/cell phone and have it turned on during on-duty hours.
L. Any sick leave used is to be for legitimate medical reasons according to current City policy.

VII. EQUIPMENT USE AND MAINTENANCE: Employees are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance. This means employees will be expected to:

A. Keep vehicles free of contraband, evidence, and debris.
B. Keep fuel tank no less than one-half full at end of shift.
C. Conduct circle checks of vehicle/equipment before and after shift and report damage or deficiencies to supervisor on appropriate form.
D. Lock vehicle when leaving it in public areas unless officer safety dictates otherwise.
E. Return equipment used to its proper location.
F. Report all lost, stolen or damaged departmental equipment while it is in possession.
G. Keep assigned radio or pager/cell phone charged and in good working order.

MINIMUM PERFORMANCE STANDARDS FOR
CRIME SCENE TECHNICIANS

I. PRODUCTIVITY

A. Adhere to current laws, regulations, and codes covering the collection, preservation, handling, receipt, storage, and release of property and evidence.
B. Level of activity should be comparable to peers in like conditions, taking into consideration such influences as work schedule, including days off, special enforcement activities, training assignments, number of hours actually worked, etc.
C. Employees are responsible for:
   1) Performing technical tasks in the collection and preservation of evidence at a crime scene such as lifting fingerprints, collecting body fluids and clothing, dislodging bullets, and making plaster impressions; packaging evidence for s storage; ensures proper procedures are followed and photographing a wide variety of situations to ensure proper documentation of the crime scene.
   2) Preparing reports, diagrams, notes and records of crime scenes and evidence collected.
   3) Testifying in court regarding the crime scene and the evidence collected.
   4) Performing duties related to others areas of civilian police activities as necessary.
   5) Reporting to crime scenes to collect evidence on a 24-hour basis as needed.
   6) Performing related duties as assigned.
D. Employees are expected to work cooperatively with other department personnel to achieve the overall goals of the department.

II. INTERNAL RELATIONS: Employees are expected to conduct work in a manner which supports the overall group effort. If differences with co-workers and supervisors develop, the employee is expected to resolve them in a constructive manner. This means the employee is expected to:

A. Treat co-workers and supervisor with the same respect the employee desires.
B. Avoid behavior which disrupts the employee's work or the work of others.
C. Avoid racial, religious, ethnic, sexual slurs, and comments that might offend.
D. When differences develop, handle them constructively by actively trying to resolve or negotiate ways to work together harmoniously.

III. EXTERNAL RELATIONS: Employees are expected to conduct work in a manner likely to foster good citizen relations and support for the agency and not generate patterns of sustained complaints. This means the employee is expected to:

A. Treat citizens with respect;
B. Refuse to accept gratuities.
C. Avoid profanity, use of racial, religious, ethnic, and sexual slurs, sarcasm, and derogatory remarks.
D. Provide assistance to other agencies in a timely manner.
E. Conduct self in a manner which will not generate complaints or claims against the employee or the City of Redding.

IV. SAFETY: Employees are expected to conduct work in a manner which is most likely to protect the employee and others from harm and facilities and equipment from damage. This means employees are expected to:

A. Follow Department policy and procedure in the use of vehicles and equipment.

V. WORK HABITS AND PROFESSIONAL APPEARANCE: Employees are expected to adhere to a productive work ethic, to exercise good personal hygiene, and present a neat and professional image. This means employees will be expected to:

A. Be ready for work and at the employee's work station at the beginning of the employee's shift.
B. Limit conversations which interfere with the employee's work or the work of others.
C. Be willing to accept all work assigned and perform the menial, as well as the more challenging tasks.
D. Leave and maintain a clean work area upon completion of shift.
E. Uniform and grooming standards are to be in accordance with the department's uniform manual.
F. Any sick leave used is to be for legitimate medical reasons according to current City policy.
G. Complete assignments and projects by due date or renegotiate with supervisor.
H. Notify the Supervisor if overtime is going to be needed.
I. Return citizen phone calls as soon as possible.
J. Follow the chain of command.

VI. EQUIPMENT USE AND MAINTENANCE: Employees are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance. This means employees will be expected to:

A. Employees are expected to use and care for department equipment in a manner most likely to ensure good working order and appearance.
B. Report damage to any departmental equipment while it is in possession.

C. Complete a malfunction report each time equipment breaks down. Place a call for service if the equipment is needed immediately or leave the malfunction report for day shift records personnel to arrange for repairs.

MINIMUM PERFORMANCE STANDARDS FOR
PROPERTY AND EVIDENCE TECHNICIANS

I. PRODUCTIVITY

A. Adhere to current laws, regulations, and codes covering the handling, receipt, storage, maintenance, and release of property and evidence.

B. Level of activity should be comparable to peers in like conditions, taking into consideration such influences as work schedule, including days off, special enforcement activities, training assignments, number of hours actually worked, etc.

C. Employees are responsible for:

1. Maintaining property records automated and manual with 95 percent accuracy and 100 percent accuracy after audit.
2. Preserving evidentiary integrity.
3. Assuring a continual chain of evidence.
4. Arrange for destruction of weapons, and drugs.
5. Arrange for miscellaneous auctions.

D. Employees are expected to work cooperatively with other Department personnel to achieve the overall goals of the department.

II. INTERNAL RELATIONS: Employees are expected to conduct work in a manner which supports the overall group effort. If differences with co-workers and supervisors develop, the employee is expected to resolve them in a constructive manner. This means the employee is expected to:

A. Treat co-workers and supervisor with the same respect the employee desires.
B. Avoid behavior which disrupts the employee's work or the work of others .
C. Avoid racial, religious, ethnic, sexual slurs, and comments that might offend.
D. When differences develop, handle them constructively by actively trying to resolve or negotiate ways to work together harmoniously.

III. EXTERNAL RELATIONS: Employees are expected to conduct work in a manner likely to foster good citizen relations and support for the agency and not generate patterns of sustained complaints. This means the employee is expected to:

A. Treat citizens with respect;
B. Refuse to accept gratuities.
C. Avoid profanity, use of racial, religious, ethnic, and sexual slurs, sarcasm, and derogatory remarks.
D. Provide assistance to other agencies in a timely manner.
E. Conduct self in a manner which will not generate complaints or claims against the employee or the City of Redding.

IV. SAFETY: Employees are expected to conduct work in a manner which is most likely to protect the employee and others from harm and facilities and equipment from damage. This means employees are expected to:

A. Follow Department policy and procedure in the use of vehicles and equipment.

V. WORK HABITS AND PROFESSIONAL APPEARANCE: Employees are expected to adhere to a productive work ethic, to exercise good personal hygiene, and present a neat and professional image. This means employees will be expected to:

A. Be ready for work and at the employee's work station at the beginning of the employee's shift.

B. Limit conversations which interfere with the employee's work or the work of others.
C. Be willing to accept all work assigned and perform the menial, as well as the more challenging tasks.
D. Leave and maintain a clean work area upon completion of shift.
E. Uniform and grooming standards are to be in accordance with the Department's Uniform Manual.
F. Any sick leave used is to be for legitimate medical reasons according to current City policy.
G. Complete assignments and projects by due date or renegotiate with supervisor.
H. Notify the Supervisor if overtime is going to be needed.
I. Return citizen phone calls as soon as possible.
J. Follow the chain of command.

VI. EQUIPMENT USE AND MAINTENANCE: Employees are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance. This means employees will be expected to:

A. Employees are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance.
B. Report damage to any Departmental equipment while it is in possession.
C. Complete a malfunction report each time equipment breaks down. Place a call for service if the equipment is needed immediately or leave the malfunction report for day shift records personnel to arrange for repairs.

CITY OF REDDING ALTERNATIVE EVALUATION FORM

DATE:

TO:

FROM:

SUBJECT: Annual Performance Evaluation for _____
Name
Evaluation Period _____ to _____

I have reviewed the most recent performance evaluation for this employee and have determined that:

- ❑ The employee has reached the highest step in their classification,
- ❑ The last performance review on file is not older than 15 months,
- ❑ The last performance review rated the employee at "meets job standards" or better,
- ❑ There are no significant changes in duties,
- ❑ This simplified version may only be used every other year.

Therefore, this memo will serve in lieu of the annual performance evaluation for this evaluation period. The current performance evaluation and this alternative procedure have been discussed with the employee and the employee is in agreement.

It is understood that the standard performance evaluation will be completed at the end of the next evaluation period.

_____ _____
Employee Date

_____ _____
Supervisor Date

_____ _____
Department Director Date

Comments _____

_____

_____

_____

EXHIBIT "D"
REDDING POLICE DEPARTMENT
SUBSTANCE ABUSE POLICY

Section

Section I.	POLICY
Section II.	MANAGEMENT AND SUPERVISORY RESPONSIBILITIES
Section III.	TRAINING
Section IV.	SUBSTANCES FOR WHICH TESTING WILL OCCUR
Section V.	SUBSTANCE TESTING PROCEDURES
Section VI.	REHABILITATION
Section VII.	DISCIPLINARY ACTION
Section VIII.	MEDICAL REVIEW OFFICER
Section IX.	CONFIDENTIALITY
Section X.	SEVERABILITY
Attachment "A"	CUT-OFF LEVELS FOR SUBSTANCE ABUSE TESTING
Attachment "B"	RESPONSIBILITIES OF THE MEDICAL REVIEW OFFICER
Attachment "C"	CONSENT FORM TO DRUG TESTING

I. POLICY

It is the policy of the City of Redding (City) to foster and provide a drug and alcohol-free workplace for all employees. A drug and alcohol-free workplace protects the safety of the public as well as the City's valuable employee resources.

A. POLICY PHILOSOPHY

Police department employees represent the City to the general public in highly visible and often stressful situations. As a result, police officers must make critical decisions that affect both public safety and the safety of fellow employees.

Because the role of law enforcement is so crucial to the general welfare of the community, it is held to a higher standard of scrutiny and conduct than the general public. This is particularly important in the use of alcohol or drugs. Consequently, substance abuse cannot be tolerated by members of this Department.

B. POLICY PURPOSES

The purposes of the City's Substance Abuse Policy are:

1. To implement a fair and balanced approach to eliminating substance abuse and its effects on job performance;
2. To encourage voluntary rehabilitation.

C. APPLICATION OF POLICY

This policy shall apply to all employees in the RPOA bargaining unit of the Police Department.

D. GUIDING PRINCIPLES

There are three guiding principles underlying the City's policy on a drug and alcohol-free workplace. They are:

1. Education: The City believes that education and training of all employees in the effects and treatment of substance abuse will contribute to a safer and more efficient workplace for everyone.

2. Deterrence/Enforcement: The City is committed to eliminating the effects of substance abuse in the workplace. The substance abuse policy will be strictly enforced. Violation of its requirements may be cause for discipline, up to and including termination of employment.

3. Treatment: The City is committed to helping employees with admitted substance abuse problems overcome those problems, where feasible, and encourages voluntary rehabilitation.

E. RULES

In furtherance of the substance abuse policy, the City has formulated clear rules and penalties to ensure compliance. Violation of these rules may result in disciplinary action up to and including discharge. The primary rules are:

1. The use of illegal drugs and the illegal use of prescription drugs or controlled substances are prohibited.

2. The manufacture, sale, distribution, or possession of illegal or controlled drugs, and any attempt to offer to sell or distribute illegal or controlled drugs by any employee at any time except in the performance of the employees responsibilities is prohibited.

3. Employees shall not report for work or be in stand-by or on-call status while they have in their system alcohol, illegal drugs, or prescription drugs that will adversely affect their alertness, coordination, reaction, response or safety, unless so authorized or directed by a supervisor.

4. The use or possession of alcohol while on duty, including lunch and breaks, or in the workplace except in the performance of the employees responsibilities is prohibited. The possession of an unopened, sealed container of alcohol, because of an unsolicited delivery, is not a violation of this rule, provided that the employee/recipient immediately notifies his/her supervisor of such delivery.

5. Employees who appear to be affected on the job by drug or alcohol use may be required to submit to drug/alcohol testing pursuant to section V.

6. Any employee taking prescription medications which may affect job performance must report this treatment to his or her immediate supervisor prior to reporting for duty and provide a prescription within twenty four (24) hours if requested.

7. Employees shall report on duty conduct prohibited by this policy immediately to their supervisor when employees have a reasonable basis to believe that another employee is engaging in such activities.

8. A copy of this policy will be delivered to each current and each new employee. Such delivery shall be acknowledged in writing. Each employee shall read and abide by the provisions of this policy.

II. MANAGEMENT RESPONSIBILITIES

Management will:

A. Be fully conversant with the policies and procedures set forth herein;

B. Train employees in the policies and procedures concerning substance abuse, and in the dangers of such abuse;

C. Be knowledgeable about the City's program for substance abuse rehabilitation;

D. Be aware of substance abuse indicators (see illustrative list at V, 2);

E. Document all instances of violations of this policy;

F. Conduct investigations promptly and properly when suspicion exists that an employee may be impaired or affected by drug or alcohol use;

G. Conduct investigations promptly and properly when the presence or use of drugs or alcohol in the workplace or during work time, including lunch or breaks, is suspected.

H. When the results of investigations indicate that discipline is warranted, impose fair and reasonable discipline in an appropriate manner consistent with the elements of the individual case.

I. Monitor the participation and progress of employees in rehabilitation or aftercare programs.

III. TRAINING

The City will develop and conduct drug/alcohol awareness training sessions for all employees concerning this Policy, and the personal, safety and work effects of drug and alcohol use. Management will require attendance at such training sessions.

Management will use its best efforts to ensure that all supervisors are trained in substance abuse observation techniques at the earliest possible time following appointment to a supervisory rank.

IV. SUBSTANCES FOR WHICH TESTING WILL OCCUR

The City will test for substances included by the United States Department of Health and Human Services (DHHS) and will test in accordance with the Substance Abuse and Mental Health Services Administration (SAMHSA) standards as such lists exist at the time of testing. Currently substances included under SAMHSA standards are as follows:

A. Marijuana (cannabinoids)
B. Cocaine
C. Opiates (narcotics such as heroin, morphine, codeine and other medicinal narcotics)
D. Phencyclidine (PCP)
E. Amphetamines (racemic amphetamine, dextroamphetamine, and methamphetamine)
F. Alcohol
G. Barbiturates
H. Benzodiazepines
I. Methaqualone

V. SUBSTANCE TESTING PROCEDURES

A. CATEGORIES OF TESTING

The City will conduct the following types of drug/alcohol tests:

1. Voluntary - When an allegation against an employee not rising to the level required for reasonable suspicion testing occurs, an employee may volunteer to submit to drug/alcohol testing at the employer's expense with prior approval of the City.

2. Reasonable Suspicion - Employees must submit to tests for alcohol and/or for illegal and controlled substances when the employee is reasonably suspected of being impaired or affected by drug or alcohol use.

a. Reasonable suspicion for testing means suspicion based on specific personal observation of two (2) supervisors, unless only one supervisor is practically available.

The observing supervisor(s) must have been trained in the detection of drug and alcohol use, and shall describe and document:

(1) Specific personal and articulative observations concerning the appearance, behavior, speech, or performance of the employee; or

(2) Violation of a safety rule, or other unsafe work incident which, after further investigation of the employee's behavior, leads the supervisor(s) to believe that drug or alcohol use may be a contributing factor; or

(3) Other physical, circumstantial, or contemporaneous indicators of drug or alcohol use.

b. While observations and reports of third parties do not of themselves constitute reasonable suspicion, they may trigger an internal or administrative investigation. A drug/alcohol test may be required as a part of such investigation.

When such tests are ordered, the supervisor will document the circumstances leading to the issuance of the order, including the names of all witnesses.

3. Internal or Administrative Investigations

In the absence of reasonable suspicion, when conducting internal or administrative investigation, supervisors will consider sending the involved employee for drug/alcohol testing. Examples of when such testing may be required are:

a. Involvement in an accident while on duty that results in injury to the employee or another person, or in significant property damage.

b. Involvement in a critical incident while performing law enforcement duties. For this purpose a critical incident shall be defined as:

(1) Use of deadly force,
(2) Accidental/intentional discharge of a firearm (not including range practice),
(3) An application of force resulting in serious injury or death,
(4) A complaint of the use of excessive force which caused serious injury,
(5) Other life threatening incidents.

To the extent feasible under the circumstances, an employee subjected to a substance test as part of a criminal investigation will also be tested under these procedures.

When such tests are ordered, the supervisor will document the reasons for the test in a written order, including the circumstances and names of all witnesses. The decision to test shall not be arbitrary or capricious and good cause shall be evident.

4.Random

Random drug/alcohol testing will be required for all department peace officers in the unit.

The universe for selection purposes will consist of all sworn peace officers in the Police Department.

The City will determine when such testing shall occur. Selection for random testing will be made by an outside vendor. Numeric designations rather than employee names will be provided to the vendor for the selection process. When random tests are ordered, the collection of the test specimen will occur during or at the end of the employee's normal work shift. To the extent operationally feasible as determined by the City, a lot of one or more names provided by the vendor for testing purposes will be tested before a subsequent lot of one or more names are tested.

B. TESTING PROCESS

The testing or processing phase, including the cut-off levels for tested substances (Attachment "A"), will be consistent with SAMSHA standards as they exist at the time of testing and will be performed at a SAMSHA certified facility.

1. The order to submit to a substance test may initially be given verbally. Subsequently, the employee will be given the order in writing setting forth the reasons therefore and signed by the Chief of Police, a Police Captain or a Watch Commander. Such written order will be issued as soon as is practicable after the initial order is given for the test, but may not be issued until after the test is administered.

2. The employee will be advised of his/her right to have a representative present prior to testing. A reasonable amount of time will be allowed for a representative to appear. If no representative is available within a reasonable time, the testing procedure will begin.

3. The employee must submit to a drug/alcohol test and sign a Release and Consent Form. Failure to submit to a drug/alcohol test or to sign the Release and Consent Form will be considered to be insubordination for failure to follow a direct order. An employee taking such action will be placed on leave-without-pay and may be subject to discipline up to and including discharge from City employment.

4. Except for random testing, an employee sent for non-voluntary testing will be placed on leave-with-pay status until the test results are rendered to the department.

5. When notifying the appropriate collection facility that an employee is being transported for testing, the employee will not be identified by name. However, at the point of collection the employee will be identified to the Medical Review Officer or his designee, in accordance with SAMHSA standards. The representative may join them should he/she desire to do so.

6. A supervisor will transport and/or accompany the employee to the collection facility, except when random testing.

7. The drug test will consist of a urine test. The procedures for collection of the urine sample will be in compliance with SAMHSA standards. An initial positive report will not be considered positive; rather it will be classified as confirmation pending.

8. The confirmation test will be a GC/MS procedure in compliance with SAMHSA standards. The confirmation test will use the same sample as taken in the initial step. Notification of positive test results to the Chief of Police or his designee will be held until the confirmation test results are obtained. In those cases where the second test confirms the presence of drugs in the sample, the sample will be retained for a minimum of six (6) months to allow further testing if requested.

9. Employees who have been subjected to a drug/alcohol test where no alcohol or illegal drugs were found will receive a report so stating and then shall return to work.

10. If the test result is positive, the Medical Review Officer will provide an opportunity for the employee to discuss whether there is a legitimate medical explanation for the test results.

11. Verified drug/alcohol test results will be sent directly to the Chief of Police from the Medical Review Officer.

12. The Chief of Police, or designee, will provide an opportunity for the employee to meet with him/her and discuss the drug/alcohol test result.

13. If the result is positive, rehabilitation and/or disciplinary action will be determined and administered by the Chief of Police or his designee.

14. An employee who does not pass a drug/alcohol test may request that the original urine sample be analyzed again at the employee's expense at the rate charged to the City. Such analysis shall conform to SAMHSA standards and shall be performed by the SAMHSA certified laboratory. The SAMHSA laboratory may be designated by the employee but must be located in California.

15. Each step in the collecting and processing of the urine specimen will be documented to establish procedural integrity and the chain of evidence.

16. Time required to participate in a non-voluntary testing procedure outside of an employee's normal work shift will be considered time worked for overtime purposes.

VI. REHABILITATION

A. METHODS OF REFERRAL

Employees may be referred to rehabilitation programs in the following manners:

1. Voluntary Self-Referral

   An employee who has a legal drug and/or alcohol abuse problem can voluntarily refer him/herself to a Licensed Substance Abuse Counselor for treatment. The Counselor will evaluate the employee and make a specific determination of appropriate treatment.

   Voluntary self-referral does not relieve the employee of the obligation to submit to drug/alcohol testing as may be required by management pursuant to this policy.

2. Referral by Department Management

   Employees with positive legal drug/alcohol test results may be directed by the Chief or his designee to submit to evaluation by a Counselor and if recommended by the Counselor, to participate in a substance abuse rehabilitation program.

   For the purpose of this section "legal drug" shall be defined as over-the-counter and/or prescription drugs.

B. REHABILITATION AND AFTERCARE PROGRAMS

1. The terms and conditions of the rehabilitation program and the aftercare program will be determined on a case-by-case basis by the Counselor and the Chief of Police, or his designee, in a meeting with the employee. While such terms and conditions will be discussed with the employee, they are ultimately subject to the decision of the Chief or his designee. The employee will be required to abide by such terms and conditions. Refusal or failure to do so may be grounds for disciplinary action up to and including termination.

2. The employee may be placed in a medically supervised rehabilitation program, which may include full in-patient hospital care or outpatient rehabilitation care, provided by a City approved drug/alcohol rehabilitation facility.

3. If recommended by the Counselor and treatment facility, the employee may apply for a leave of absence to the limits as outlined in the M.O.U. (Memorandum of Understanding) between the City and the RPOA.

4. The Counselor and the treatment facility, if used, must certify in writing to the Chief of Police of the employee's successful treatment completion and release to work.

5. After the employee has successfully completed the rehabilitation program, the employee will be placed in an aftercare program.

6. The employee may, at the recommendation of the Counselor and at the discretion of the Chief of Police, be permitted to return to work in his/her job classification during outpatient rehabilitation or during aftercare. To qualify for such return to work the employee must reasonably be expected to perform his/her job responsibilities.

7. Prior to returning to work the employee may be scheduled for an examination, including a drug/alcohol test at the discretion of the Chief of Police.

8. Employees participating in rehabilitation and aftercare programs, as a condition of such participation, will be subject to drug/alcohol testing as may be deemed appropriate by the Chief or his designee.

9. Any changes or modifications in the rehabilitation or aftercare programs must be approved by the Chief of Police.

10. The employee may use appropriate accrued leave as provided in personnel rules and/or in the MOU during absences for rehabilitation and aftercare programs. If no such accrued leave is available, the employee will be in a non-pay status.

11. Costs associated with all rehabilitation and aftercare programs are the responsibility of the employee. However, the employee may use City provided group health insurance benefits, if they apply, to such programs. The City will utilize rehabilitation and aftercare programs authorized under the City's group health insurance plan where available.

12. The number of times an employee can participate in a rehabilitation and aftercare program will be determined by the Chief of Police.

13. Records regarding an employee's rehabilitation program, aftercare program, and the Return to Work Agreement will be in the possession of the Counselor, department management,

and the Personnel Director until such time as the employee is released from the rehabilitation and aftercare programs. At that time City retained records will be transferred to the Personnel Department and there maintained in accordance with Section X of this Policy.

VII DISCIPLINARY ACTION

The City may take disciplinary action up to and including discharge against any employee who:

A. Tests positive for alcohol or for substances, as identified in Section IV in an amount which meets or exceeds the cut-off levels established by SAMHSA, as they exist at the time of testing (Attachment "A"),

B. Refuses required testing pursuant to this Policy,

C. Adulterates or otherwise interferes with accurate testing required pursuant to this Policy,

D. Fails to comply with the provisions of the return to work and aftercare programs,

E. Has used illegal drugs while employed as a peace officer by the City of Redding,

F. Has abused prescription drugs while employed as a peace officer by the City of Redding,

G. Violates a rule in Section I(E) of this Policy.

Disciplinary action will be consistent with the City's established Policies.

VIII. MEDICAL REVIEW OFFICER

A. Only a qualified Medical Review Officer (MRO) in accordance with SAMHSA standards will receive laboratory results generated by drug/alcohol testing.

B. The responsibilities of the MRO are outlined in Attachment "B". These responsibilities are consistent with SAMHSA standards. If such standards relating to the role of the MRO change so shall Attachment "B".

IX. CONFIDENTIALITY

The results of any drug and/or alcohol test will not be revealed to any person other than the City Manager, Assistant City Manager, Chief of Police (or designee), Personnel Director (or designee), and the rehabilitation/aftercare counselor, unless ordered by means of proper legal procedure and appropriate legal authority, such as a court ordered subpoena, or in connection with City discipline or a grievance or arbitration proceeding initiated by or on behalf of the individual without the express written authorization of the employee.

A. To maintain confidentiality, records pertaining to Substance Abuse Policy administration, the rehabilitation and aftercare programs, the specimen collection process and individual drug/alcohol test records will not be a part of the individual personnel files.

B. All documents identified in this section will be secured and maintained in the Personnel Department under the custodianship of the Personnel Director.

C. All documents relating to drug/alcohol testing, the circumstances concerning such testing, or the administration of other aspects of this Policy will be retained a minimum of five years. Such records will include; but not be limited to:

- Supporting documents for reasonable suspicion,
- Documents supporting testing decisions in internal or administrative investigations,
- Records of the specimen collection process to indicate specimen identification, accountability, and chain of custody,
- Records of test results and any information provided by the affected individual concerning legitimate medical reasons for positive results and re-tests,
- A master list of individual names and matching identification numbers for all cases,
- Records regarding an employee's rehabilitation program, aftercare program, and the Return to Work Agreement.

D. Invoices for services provided by collection sites, laboratories, and Medical Review Officers shall be directed to the Chief of Police or his designee, and reference only the case number of the individual involved.

When a drug/alcohol test is ordered, the collection facility shall be notified only that an employee is being transported for testing. The employee is not to be identified by name. However, at the point of collection the employee will be identified to the Medical Review Officer, in accordance with SAMHSA standards.

F. To provide for the maintenance of confidentiality as required above, supervisors will be informed on a need-to-know basis of the reason for the authorized leave status of the employee.

X. SEVERABILITY

If any court should hold any part of this Policy invalid, such decision shall not invalidate any other part of this Policy.

CURRENT CUT-OFF LEVELS FOR SUBSTANCE ABUSE TESTING ATTACHMENT "A"

	TEST RESULTS			
	Initial Test		Confirmation Test	
Drug or Drug Class	Method	Cut Off	Method	Cut Off
Amphetamines	EMIT	1000 ng/ml	GC/MS	500 ng/ml
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml
Benzodiazepines	EMIT	200 ng/ml	GC/MS	100 ng/ml
Cannabinoid 100	EMIT	50 ng/ml	GC/MS	15 ng/ml
Cocaine Metabolite	EMIT	300 ng/ml	GC/MS	150 ng/ml
Methaqualone	EMIT	300 ng/ml	GC/MS	100 ng/ml
Opiates	EMIT	2000 ng/ml	GC/MS	2000 ng/ml
Phencyclidine	EMIT	25 ng/ml	GC/MS	25 ng/ml
Alcohol	EA	50 mg/dl	GC	50 mg/dl

ATTACHMENT "B"

A. Medical Review Officer shall review results.

An essential part of the drug/alcohol testing program is the final review of results. A positive test result does not automatically identify an employee as having used drugs/alcohol in violation of this substance abuse policy. An individual with a detailed knowledge of possible alternate medical explanations is essential to the review of results. This review shall be performed by the Medical Review Officer prior to the transmission of results to employer administrative officials.

B. Medical Review Officer - qualifications and responsibilities.

The Medical Review Officer shall be a licensed physician with knowledge of substance abuse disorders. The role of the Medical Review Officer is to review and interpret positive test results obtained through the employer's testing program. In carrying out this responsibility, the Medical Review Officer shall examine alternate medical explanations for any positive test result. This action could include conducting a medical interview with the individual, review of the individual's medical history, or review of any other relevant biomedical factors. The Medical Review Officer shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The Medical Review Officer shall not, however, consider the results of urine samples that are not obtained or processed in accordance with SAMHSA standards.

C. Positive test result.

Prior to making a final decision to verify a positive test result, the Medical Review Officer shall provide the tested individual an opportunity to discuss the test result with him/her. It is primarily the responsibility of the tested individual to initiate this discussion. However, to facilitate such a discussion, the Medical Review Officer will send a certified letter to the tested individual regarding the need to discuss the test result with him/her. During the five (5) working days following such certified mailing, the Medical Review Officer will make reasonable efforts to contact the individual. If after the five working day period there has been no contact, the Medical Review Officer will forward the test results to the Chief of Police or designee.

D. Verification for opiates; review for prescription medication.

Before the Medical Review Officer verifies a confirmed positive result for opiates, he/she shall determine that there is clinical evidence--in addition to the urine test--of unauthorized use of any opium, opiate, or opium derivative (e.g., morphine/codeine). (This requirement does not apply if the employer's GC/MS confirmation testing for opiates confirms the presence of 6-monoacetylmorphine.)

E. Reanalysis authorized.

Should any question arise as to the accuracy or validity of a positive test result, only the Medical Review Officer is authorized to order a reanalysis of the original sample and such retests are authorized only at laboratories certified by D.H.H.S. The Medical Review Officer shall authorize a reanalysis of the original sample on timely request of the employee, as applicable in this Substance Abuse Policy.

F. Result consistent with legal drug use.

If the Medical Review Officer determines there is a legitimate medical explanation for the positive test result, the Medical Review Officer shall report the test result to the employer as negative.

G. Result scientifically insufficient.

Additionally, the Medical Review Officer, based on review of inspection reports, quality control data, multiple samples, and other pertinent results, may determine that the result is scientifically insufficient for further action and declare the test specimen negative. In this situation the Medical Review Officer may request reanalysis of the original sample before making this decision. The laboratory shall assist in this review process as requested by the Medical Review Officer by making available the individual responsible for day-to-day management of the urine drug testing laboratory or other employee who is a forensic toxicologist or who has equivalent forensic experience in urine drug testing, to provide specific consultation as required by the City.

ATTACHMENT "C"
SAMPLE

RELEASE OF INFORMATION
CONSENT TO DRUG TESTING

I, _____, do hereby give my consent to _____, to perform urinalysis on me for the presence of certain drugs and/or alcohol. I further authorize _____ to release test results obtained from this examination in accordance with the procedures contained in the City of Redding Substance Abuse Policy applicable to my job classification to the City of Redding.

* * * * *

I am now taking, or have taken, the following medications within the past thirty (30) days:

NAME OF DRUG	CONDITION FOR WHICH TAKEN	PRESCRIBING DOCTOR OR OVER THE COUNTER (OTC)

DATED: _____ _____
SIGNATURE

_____
IDENTIFICATION

DATED: _____ _____
WITNESS