

**MEMORANDUM OF UNDERSTANDING**

**between**

**THE DESIGNATED REPRESENTATIVES OF THE CITY OF REDDING**

**and**

**THE DESIGNATED REPRESENTATIVES**

**of the**

**REDDING PEACE OFFICERS ASSOCIATION**

EFFECTIVE:	July 1, 1974 (Insofar as legally possible)
AMENDED:	May 29, 1975, to be effective June 29, 1975
AMENDED:	June 20, 1978, to be effective June 25, 1978
AMENDED:	August 2, 1982, to be effective July 7, 1982
AMENDED:	August 11, 1983, to be effective July 3, 1983
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AMENDED:	June 21, 1994, to be effective June 19, 1994
AMENDED:	January 2, 1996, to be effective December 17, 1995
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AMENDED:	May 7, 2002, to be effective April 14, 2002
AMENDED:	March 21, 2006, to be effective March 12, 2006
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AMENDED:	April 19, 2016 to be effective April 20, 2016
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**NOTE:** *Amendments are shown by underlining the new language and striking out the deleted language.*

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 26th day of June, 1974, 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 Association 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;

WITNESSETH:

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 (Subsection 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-Miliias-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. 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. The parties acknowledge that the foregoing management rights are subject to any provisions of this Memorandum of Understanding which specifically modify or limit management's exercise of the foregoing rights, and except as these rights have been so modified herein, they shall not be subject to the grievance procedure.

1.8 The schedule and staffing plan for the Field Operations Unit provides for a four (4) day work week with ten (10) hour working days at regular time. It is recognized that management has the right to schedule employees and to determine the staffing plan; however, a specific exception shall apply exclusively to the reversion to a five (5) day work week with eight (8) hour working days in that this reversion shall be subject to the meet-and-confer process as provided for by the Meyers-Miliias-Brown Act and this agreement.

## 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 his activity on behalf of the Association.

2.5 Any employee, at the employee's request, shall be permitted representation by an Association representative on any grievance or disciplinary matter. In particular, the parties acknowledge the provisions of California Government Code Section 3300 et.seq. as it exists or may be subsequently amended by the California Legislature.

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.

### ARTICLE 3: ASSOCIATION SECURITY

3.1(a) Every employee covered by this Memorandum of Understanding shall: (1) become a member of the Association and maintain the employee's membership in the Association in good standing in accordance with its Constitution and Bylaws; or (2) in the alternative, an employee shall tender, monthly, an agency fee in an amount set annually by the Association, or (3) qualify as a bona fide objector pursuant to Labor Code 3502.5 and make the requisite charitable contribution.

3.1(b) Any employee appointed to any classification out of the bargaining unit covered by this Memorandum of Understanding may withdraw from membership in the Association and the employee's obligation to pay an agency fee shall be suspended for the duration of such period as the individual is working for City in a job classification not covered by this Memorandum of Understanding.

3.2 The City shall deduct from their wages the regular membership dues of employees who are members of the Association or agency fees of other employees provided for in 3.1(a) not exempted by the provision of 3.1(b), 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. In the absence of a voluntary deduction authorization, the City will deduct the agency fee from the members pay.

3.3 Deductions shall be made from each payroll period and a check for the total deductions shall be submitted to the Treasurer of the Association within five (5) working days of the date the dues or agency fees are withheld from the employee's check or by Electronic Fund Transfer to a bank designated by the Association. Deductions may include individual insurance and benefit programs.

3.4 The dues deduction authorization form shall be approved by both the City and the Association.

3.5 The City shall provide all new employees with the Association membership application forms, payroll deduction authorization forms, and a copy of this Memorandum of Understanding before the end of the first pay period. Such materials will be furnished to the City by the Association .

3.6 Indemnity and Refund - The Association shall file with the City an Indemnity Statement wherein the Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of Association dues check off or premiums for benefits. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

#### ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Any grievances 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 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 Head as applicable, who will answer within ten (10) work days. This step shall be started within thirty (30) work 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.

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

4.3.1(a) 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 designated as such by the grievant and the Chief of Police, who shall answer within ten (10) work days. This step shall be taken within ten (10) work days of receipt by the grievant of the answer in Step One.

4.3.1(b) 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 Personnel Director, who shall answer, in writing, within ten (10) work days. The third step shall be taken within ten (10) work days of receipt by the grievant of the answer in Step Two.

4.3.1(c) Step Four: If a grievance is not resolved in the third step, the fourth 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) work days. The fourth step shall be taken within ten (10) work days of receipt by the grievant of the answer in Step Three. If requested by the grievant, a meeting shall be held between the City Manager or designee and the grievant prior to a response.

4.3.2 For matters regarding non-Skelly disciplinary situations the following procedures will apply:

4.3.2(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) work days.

4.3.2(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) work days. The second step shall be taken within ten (10) work days of the date of the answer in the initial step.

4.3.2(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 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) work days. The third step shall be taken within ten (10) work days of the date of the answer in the second step.

4.3.2(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) work days of the date of the answer in step three.

4.3.3 Grievances that appeal a disciplinary action wherein a pre-disciplinary hearing (Skelly) has been afforded the employee with the City Manager, shall be filed initially at arbitration.

4.4(a) Step Four: If a grievance is not resolved in the third step, the fourth step shall be referral by either the City or the Association to arbitration. The fourth step shall be taken within twenty (20) work days of the date of the answer in Step Three.

4.4(b) Within five (5) working days of the City's receipt of a request by the Association to submit a grievance to arbitration the City will solicit a list of not more than ten (10) arbitrators from the State of California Conciliation and Mediation Service. A copy of such list shall be forwarded to the Association's mailing address upon receipt by the City. The parties agree to act expeditiously in the selection of an arbitrator. If the Association and the City fail to reach mutual agreement on the selection of an arbitrator, each party shall, at a meeting of its representatives, alternately strike a name from the list of arbitrators provided by the SCCMS. The first party to strike a name shall be determined by lot. 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 arbitration proceedings.

4.4(c) 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 as soon as is practicable for all parties involved. 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.

4.5 Failure by either party to meet any of the aforementioned time limits as set forth in Subsection 4.2, 4.3.1(a), 4.3.1(b), 4.3.1(c) 4.3.2(a), 4.3.2(b), 4.3.2(c), 4.3.2 (d), 4.4(a) or 4.4(c) 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.

4.6 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.

4.7 Whenever the term work day or working day is used in this article, it shall mean any day that City Hall is open to the public.

## 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 Regular safety meetings will be held once every two (2) months for the purpose of reviewing accidents and preventing their recurrence, eliminating hazardous conditions and familiarizing employees with safe work procedures and applicable State Safety Orders and for training in first aid. The Association may request no more than six (6) safety meetings in a calendar year to discuss unsafe working conditions. The City shall accommodate such requests.

#### ARTICLE 6: DISABILITY AND UNEMPLOYMENT

6.1 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 the 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 requesting to return to work after an absence caused by disability or illness to submit to a medical examination by a physician or physicians approved by the 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 the employee, to the employee's fellow employees or to the employee's own permanent health.

6.2 Vacation and sick leave shall be accrued and group health and welfare insurance coverage shall be maintained while a Regular employee is absent from work as a result of a job related disability and receiving Workers' Compensation temporary disability compensation as set forth in Section 4850 of the Labor Code of the State of California for the period of such disability, but not exceeding one (1) year. Employees who are not entitled to the benefits as set forth in Section 4850 of the Labor Code of the State of California, but who are receiving Workers' Compensation temporary disability benefits, may, nevertheless, at their option, maintain their group health and welfare 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 one (1) year of 4850 paid time, providing the employee pays his or her share of the monthly premium to the City of Redding on or before the first day of the month for which the premium is intended. Holidays which occur during the period for which any 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) A Regular employee (Status 3) is an employee hired for a full time position that has been regularly established as an authorized position and is of indeterminate duration. 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, health and welfare insurance coverage and items of a similar nature as the employee becomes eligible. Employees shall serve a probationary period upon initial appointment as follows:

Lateral Police Officer	One Year (12 months)
Entry Level Police Officer	One and one-half years (18 months)
Police Recruit	While attending Police Academy training. Upon successful completion of Police Academy training, a Police Recruit will be reclassified to Police Officer and the employee will, at that time, begin to serve the designated probationary period for Entry Level Police Officer.

An employee's probationary period shall be extended by the duration of any paid or unpaid absence of two (2) or more consecutive pay periods.

7.2 (b) A probationary period may also be extended at the discretion of City management for a period not to exceed six (6) months for the purpose of enabling a more extensive review and evaluation of a probationary employee prior to the employee attaining 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.

7.2 (c) A Regular City employee who transfers to the Police Department as a sworn officer will begin a new probationary period as outlined in this section. However, for the purposes of seniority within the Police Department, seniority will start at the time of appointment. All other benefits shall be calculated based upon total City time, with the exception of the selection of watch, days off and vacation scheduling or as otherwise outlined in this Agreement.

7.2 (d) Employees serving their initial probationary period shall not be eligible for leave of absence, funeral leave for non-immediate family members, or items of a similar nature.

7.3 A full time temporary (Status 7) employee is defined as an employee hired for occasional or seasonal work for a period not to exceed six (6) months or one thousand (1,000) hours per fiscal year, whichever comes first. A full time temporary employee shall receive not less than the minimum rate for the job but shall not be eligible for sick leave pay, holiday pay, vacation pay, health and welfare insurance coverage, retirement plan participation or items of a similar nature, nor shall he accrue seniority or promotion and transfer rights or leave of absence rights. If a full time temporary employee is reclassified to Regular status, the employee shall serve a new probationary period as outlined in Article 7.2(a), and shall be credited with all continuous service in determining eligibility for such benefits as may accrue to the employee in his or her new status.

7.4 All promotional appointments to the classifications of Police Corporal will be probationary for one full year. If the probationary period is not successfully completed, the person shall return to the classification from which they were promoted; provided however that such return rights do not apply to an employee who was discharged for cause while serving a probationary period. In such case such employee shall have the right to appeal the discharge through the grievance procedure (Article 4).

7.5 An employee returning to City service in a position in this unit, who had attained at least step four of the salary range prior to the period of separation, may be placed at a higher step in the salary range at the discretion of the Chief of Police.

## ARTICLE 8: WAGES AND CLASSIFICATIONS

8.1(a) Employees shall be paid the wage established for their classification. 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. Step increases will be granted as follows: After twenty-six (26) full pay periods of employment at Salary Step 1 and with an overall satisfactory or above performance rating, an employee will be advanced to Salary Step 2. After twenty-six (26) full pay periods of employment at each subsequent salary step with an overall satisfactory or above work performance, an employee will be advanced to the next higher step. The effective date of promotion to a new classification or advancement to a higher wage step shall be the first day of the pay period following qualification for the promotion or advancement to a higher wage step.

8.1(b) Should a Police Officer wish to appeal a denial of a step increase, the officer 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 City Manager 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 payday falls on a holiday, payment shall be made on the preceding workday. All employees hired after March 12, 2006, must make arrangements to have their pay deposited to a bank account via electronic transfer.

8.3(a) 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.

8.3(b) When assigned by the Department a Police Corporal shall be granted a 5% upgrade when performing higher duties to replace an absent Police Sergeant and when performing a substantial majority of the Sergeant's duties for a full work day.

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

8.5 Attached hereto and made a part hereof is Exhibits “A” entitled “Schedule of Wage Rates.”

8.6 Attached hereto and made a part hereof is Exhibit “B” entitled “Job Definitions.”

8.7(a) Shift differential shall be paid to employees, including those employees assigned to Police Investigations, for regular hours worked and court duty when at least 50% of the employee’s regularly assigned hours fall within the following shifts:

WATCH	HOURS	PAY PERCENTAGE
I (Graveyard)	2030 hours-0630 hours	5%
II (Days)	0600 hours-1600 hours	0
IIIA (Swing)	1400 hours-2400 hours	3.5%
	1600 hours-0200 hours	3.5%
IIIB (Swing)	1700 hours-0300 hours	5%
	1800 hours-0400 hours	5%

8.7(b) POST and educational incentives shall be paid to those employees who qualify as follows:

PAY	REQUIREMENTS
2.5% Plus \$130±	Associate of Arts or Science degree, or sixty (60) semester units, or a POST Intermediate Certificate.
5.0% Plus \$130±	Bachelor of Arts or Science degree, or one hundred twenty (120) semester units or a POST Advance Certificate.

\* The annual additional educational incentive shall be \$130 to be paid in equally divided installments with the City’s regular bi-weekly payroll processing. The additional education incentive will be added to either the two and one half percent (2 ½%) or the five percent (5%) educational incentive; but not both.

8.8 Bilingual pay shall be paid to qualified employees who have been designated by the Chief of Police, or designee, to utilize bilingual skills (including sign language) as follows:

PAY	REQUIREMENTS
2.5%	Proficient
5.0%	Fluent

The Redding Police Department will designate the languages recognized as eligible for the incentive pay and will develop revised testing processes. The Chief of Police will determine the number of employees at the “fluent” level.

8.9 Temporary upgrade pay in the amount of five percent (5%) over base pay shall be paid to those employees assigned by the Chief of Police, via a Personnel Order, for the time spent actually performing designated specialty assignment functions. Examples of these

assignments include the following: crowd control, defensive tactics, bomb disposal, field evidence, field training officer, hostage negotiator, honor guard, range master, SWAT, armorer, certified department instructor, i.e., first aid, force options, TASER, etc. Assignments not mentioned above shall require the advance approval of the Personnel Director.

## 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) A work week is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, and a basic work week is defined to consist of five (5) consecutive workdays of eight (8) hours each, or four (4) consecutive workdays of ten (10) hours each. The basic work week may begin on any day of the week or at any hour of the day during the workweek. Employees will be assigned work schedules consistent with department needs.

9.3(b) Police Officers assigned to Field Operations shall select watch and days off by seniority with the Department. Effective March 12, 2006, seniority, for the purpose of this Article, will be defined as time in classification. Police Officers (including former Police Recruits) hired prior to March 12, 2006, having had their seniority ranking historically established by the Department, shall not be affected by this change. A list of the names of these employees, including the employee's established seniority date, is provided in Exhibit "F". Police Corporals shall also select watch and days off by time in classification. 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 sixteen (16) consecutive months. Police 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.

(1) Selection of a watch and days off, by Specialists, shall be conducted in the following manner:

- a) K-9 Specialists shall select a watch and days off from those slots which have been scheduled by the Department based on consecutive seniority as a K-9 Specialist. No more than one K-9 Specialist shall be on the same watch unless authorized by the Chief of Police. K-9 Specialists may be assigned to a specific watch and days off based on Department needs, administrative adjustments, or at the discretion of the Chief of Police, regardless of the reason.

- b) Traffic Specialists shall select a watch and days off from those slots which have been scheduled by the Department. Selection shall be based on consecutive seniority as a Traffic Specialist. Traffic Specialists shall rotate between Watch II and Watch III as often as is practical.
- c) DUI Specialists shall remain on special assigned watches.
- d) Other Specialists shall be assigned as determined by the needs of the Department.

9.4 Overtime is defined as:

<b>A</b>	Time worked in excess of forty (40) hours in a workweek.
<b>B</b>	Time worked in excess of eight (8), nine (9), or ten (10) hours as applicable on a scheduled workday (the ten hour workday shall apply only to the part of the work force assigned to a four day, ten hour work week), except when an employee has supervisor approval to work a flexible schedule pursuant to Article 9.9.
<b>C</b>	Time worked on a non-workday.
<b>D</b>	Time worked outside of regular hours on a workday.
<b>E</b>	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.

9.5(a) 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 compensatory time off (CTO) with pay at the rate of one and one-half (1 ½) hours off for each overtime hour worked.

9.5(b) Employees who request CTO with seventy-two (72) hours advance notice will have their request approved as long as staffing does not drop more than one (1) below established minimum staffing levels. For CTO requests that would cause staffing to drop more than one (1) below minimum staffing, it shall be the employee’s responsibility to arrange for the employee’s coverage. Requests for CTO without seventy-two (72) hours advance notice shall be considered for approval, taking into consideration operational needs, and the Supervisor shall have the discretion to approve or deny such request. A manpower shortage occurring after a request has been approved shall not cause an approval to be rescinded. Requests for CTO will be granted on a first-come, first-served basis and shall consist of no more than forty (40) consecutive hours per request.

9.5(c) Other forms of time off, such as injury, illness or vacation, which cause the shift to be at or below minimum staffing levels, shall not be a consideration when granting CTO. At least one officer will be allowed to take CTO when staffing is below shift minimum.

9.5(d) The maximum CTO 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 CTO, four hundred eighty (480) hours, the employee shall be paid for the overtime worked as set forth above.

9.5(e) Employees whose employment with the City is terminated for any reason shall, at the time of termination, receive any unused CTO previously earned.

9.6(a) 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.

9.6(b) Except in the circumstances outlined below, 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 three (3) hours' compensation.

9.6(c) Employees who are required to report for court duty on their non-workdays, a scheduled day off, or on holidays they are entitled to have off shall be paid overtime compensation for the actual time worked, but in no event for less than four (4) hours' compensation. If an employee is required to report to court on the same day for the same subpoena following an appearance on that subpoena prior to 1200 hours the employee will be paid actual overtime worked for that subsequent appearance in addition to the minimum overtime compensation paid for the morning appearance. On multiple subpoenas for the same day employees will be allowed only one minimum overtime claim before 1200 hours and one minimum overtime claim after 1200 hours.

9.6(d) If an employee is called to work one (1) hour or less before the employee's regular hours were scheduled to begin on a workday and continues to work into the employee's regular hours, the employee shall be paid overtime compensation only for the actual time worked. Conversely, if an employee is called in to work more than one (1) hour before the employee's regular work hours were scheduled to begin, the employee shall receive the minimum overtime compensation outlined above. Employees who receive a subpoena for a scheduled or normal work day may be granted that off utilizing CTO, vacation, birthday, or deferred time after the subpoena has been served. In this case, court appearance during normally scheduled work hours shall be compensated at straight time and the balance of the employee's shift shall be paid out of the appropriate paid leave. If the court appearance is subsequently cancelled, leave time only will be utilized.

9.6(e) Notwithstanding the foregoing, and subject to man-power availability, an employee who is called for such work outside of the employee's regular work hours on a scheduled work day, may upon mutual agreement between the shift supervisor and employee, begin and end a shift early or late.

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 If an employee has received a subpoena for court appearance and the subpoena is subsequently cancelled, the employee shall receive compensation as outlined in Section 9.6 of this contract if the City has not made notice of the cancellation available to the employee by 1800 hours the day preceding the court appearance if such appearance is on the employee's scheduled work

day, or by 1800 hours two days preceding the court appearance if such appearance is on the employee's non-workday or on a holiday the employee is entitled to have off.

#### 9.9 Investigations Division.

a. Flexible Work Schedule.

As an exception to Article 9.3(a), employees assigned to the Investigations Division, with the approval of their supervisor, may opt to work a flexible work schedule of forty (40) hours in seven (7) calendar days, Sunday through Saturday.

b. Overtime Calculation.

As an exception to Article 9.4, employees working a flexible work schedule will be paid overtime for hours worked in excess of forty (40) in a work week of seven (7) calendar days, Sunday through Saturday. Paid leave shall count toward the overtime calculation.

9.10 Canine Officers shall be required to spend one-half (½) hour per day in the routine care and maintenance of their police dog. Whenever it becomes necessary for the Canine Officer to perform extraordinary care and maintenance service with their dog, with prior City approval, the Canine Officer shall receive compensation in addition to the regularly scheduled one-half (½) hour per day.

9.11 Assigned motorcycle officers shall be compensated an amount equal to two and one-half (2 ½) hours of overtime per pay period for the care, cleaning and maintenance of their assigned motorcycle.

### ARTICLE 10: CITY SENIORITY

10.1 Seniority is defined as total length of continuous service with the City. In determining an employee's seniority, the continuity of this 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 selection of watch, days off, 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 Promotional lists will have a minimum life of one year and a maximum life of two years.

## 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. Within each classification, all employees, other than Regular employees, shall be laid off prior to Regular employees being laid off. Employees serving an initial probationary period will be laid off prior to employees who have completed such period. Regular employees shall be laid off in the reverse order of seniority in the classification with the least senior employee being laid off first. Whenever two or more Regular employees in the same class have the same amount of class seniority, ties will be broken by giving greater preference to the employee with greater department seniority. If the tie is still unresolved, the tie shall be broken by giving greater preference to the employee with greater City seniority. If the tie is still unresolved, the tie shall be broken by lot.

12.2 An employee who has been laid off may elect to displace an employee in a lower paid class in the bargaining unit provided the employee has greater combined seniority than the employee to be displaced, calculated by adding seniority in the laid-off class to seniority in the lower-paid class. Whenever an employee demotes to a lower-paid class, the employee shall be placed on the salary step which has the closest wage rate to the employee's previous wage rate.

12.3 Laid-off employees shall be kept on a reemployment list for a period of two (2) years from the date of layoff and shall have preferential rehire rights to the class from which the employee was laid off in the reverse order of layoff. Whenever it becomes necessary for the City to notify a laid-off-employee of a reemployment opportunity, the City shall do so by use of registered mail to the employee's last known address as supplied by the employee. Reemployment shall be based upon the laid-off employee's ability to meet current employment standards. If an employee does not accept reemployment, the employee's name shall be removed from the reemployment list and the employee shall no longer have reemployment 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 will be reinstated.

12.4 Employees who have elected to demote into a lower paying class shall have preferential promotion rights to the class from which they were demoted in the reverse order of demotion. If an employee does not accept an offer of promotion to the class from which the employee was demoted, the employee will lose all preferential rights to re-promotion.

12.5 Sworn departmental management classifications may demote into the bargaining unit provided the above procedures are complied with.

12.6 In the event of potential layoffs, discussions will occur outside of the meet and confer process as to early retirement options that may be available.

## ARTICLE 13: LEAVE OF ABSENCE

13.1 Leave of absence may be granted to Regular employees by the City Manager for urgent and substantial reasons, 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 his or her former position and working conditions, providing that the employee is capable of performing the duties of his or her former position, except that if there has been a reduction of forces or his or her position has been eliminated during said leave, the employee will be returned to the position he or she would be in had he or she 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 his or her 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 health and welfare insurance coverage. An employee may, however, at his or her option and expense, maintain his or her group health and welfare insurance coverage providing the full monthly premium is received by the City Treasurer 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 health and welfare insurance may be maintained for up to three (3) calendar months in one twelve month period on the normal premium-sharing formula, providing the employee pays his or her share of the premium on a timely basis.

## ARTICLE 14: EXPENSES

14.1 Whenever an employee uses the employee's personal automobile for the City's convenience, the employee will be reimbursed therefor at the same rate per mile as established for Unrepresented City employees. Whenever an employee is assigned to travel out-of-town, the

employee may chose to drive a City vehicle in lieu of driving their personal vehicle and receiving a mileage reimbursement.

14.2 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 approved by the City. 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.

14.3 The City and the Union agree to meet during the term of this contract to discuss expense reimbursements related to travel and training.

#### 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)

15.2 Sick leave shall be allowed for a non-work related absence due to:

<b>A</b>	The inability of an employee to be present or perform his or her duties because of personal physical or mental illness, off duty injury or confinement for medical treatment
<b>B</b>	The ability to attend personal medical or dental appointments, which are impractical to schedule outside of regular working hours.
<b>C</b>	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.
<b>D</b>	For family sick leave up to forty-eight (48) hours per calendar year for members of the immediate family as defined in 16.1.

No person will be paid both sick leave and industrial injury leave pursuant to Labor Code Section 4850 on the same day; however, in cases of claimed industrial injuries where the City or its insurer is denying liability, accumulated sick leave may be used.

15.3 Management may require satisfactory evidence of illness or disability, if an attendance problem has been identified as defined in the City’s Discipline Policy, 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 his or her former position without hazard to himself or herself or to his or her fellow employees or to his 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, he shall receive pay for the holiday as such and it will not be counted as a day of sick leave.

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 fifteen (15) years or more but less than twenty (20) years of continuous service, the percentage set forth above shall be increased to forty-five percent (45%). For employees with twenty (20) years or more continuous service, the percentage set forth above shall be increased to sixty percent (60%).

15.5 Effective January 1, 2013, 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 15.4 above. However, if the sick leave payout 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 15.4 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.

15.6 In the event an employee exhausts all paid leave as a result of the employee's illness or injury, and subject to the approval of the employees Department Director, Personnel Director and the City Manager, such employee may be advanced sick leave from his or her future accruals up to 80 hours per incident. Once the employee returns to duty, sick leave accrual hours will be applied to the negative sick leave account until it is zero. Should the employee terminate City employment with a negative sick leave balance appropriate adjustments will be made to final paid leave cash pay-outs or other City monies owed the employee, if sufficient, otherwise the employee shall directly reimburse the City for such advance. Such reimbursement will be waived for employees who are terminally ill or totally disabled (100%).

#### 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. The relationships included herein shall apply whether by blood or marriage.

16.2 Regular employees who are absent from work to attend the funeral of a person other than an immediate family member, who has some reasonable association to the employee (i.e., friend or acquaintance) 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, may be scheduled to work on the holidays listed below. Employees will be compensated at the overtime rate of pay for all time worked on such days. For non-shift employees, the following holidays will require usage of leave accrual balances: New Year’s Day, Thanksgiving Day and Christmas Day. Non-shift employees may choose to work or use leave accrual balances on any other holiday.

H O L I D A Y S		NORMAL SHIFT HOURS		
		8	9	10
A	January 1 <sup>st</sup>	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 4 <sup>th</sup>	X	X	X
G	First Monday in September, known as Labor Day	X	X	X
H	The second Monday in October, known as Columbus Day	X	X	X
I	November 11th, known as Veteran’s Day	X	X	X
J	Thanksgiving	X	X	X
K	Friday after Thanksgiving.	X	X	
L	The last half of the normal work shift before Christmas.	X	X	
M	December 25 <sup>th</sup>	X	X	X
TOTAL HOLIDAY HOURS PER CALENDAR YEAR		100	112.5	110

“X” means the holiday is observed

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. 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. Departmental 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.

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 may be 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. Employees must be in a paid status on both scheduled workdays immediately adjacent to the day taken as birthday holiday in order to receive pay for the holiday.

17.2 Pursuant to Article 9.9, employees assigned to the Investigations Division who work a Flexible Work Schedule may request to adjust their work schedule through their immediate supervisor during a week which contains a City recognized holiday. Nothing in this section is

intended to prohibit management rights to decline the request based on the needs of the department.

**ARTICLE 18: VACATIONS**

18.1(a) Regular employees of the City shall accrue vacations, based on the length of their continuous service measured from their date of employment, with pay up to a maximum of 500 hours, for each regular hour worked, or on paid leave, as follows:

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

18.1(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.

18.1(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 five hundred (500) 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 five hundred (500) 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.

18.1(d) 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 Vacation cannot be accrued while an employee is in a non-pay status.

18.3(a) Vacations will be scheduled throughout the calendar year. Employees with greater seniority in the classification of Police Officer, will be given preference over those with less seniority in the selection of a vacation period; provided, however, that if the senior employee splits his or her 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. Employees hired prior to March 12, 2006, shall not be affected by the above definition change.

18.3(b) Vacation scheduling shall be completed at the same time as watch signups.

18.3(c) No more than two (2) officers on the same watch, manpower availability permitting, shall be on vacation at the same time. Notwithstanding the foregoing, however, manpower availability permitting, Management may, at its own discretion, allow more than two officers to be on vacation at the same time. Management shall ensure that scheduling and vacation signups are completed at least two (2) months before the scheduled watch changes. Seniority, for the purpose of this Article, shall be defined as time in classification.

18.4 The City shall not require an employee to take his or her vacation in lieu of sick leave or leave of absence on account of illness.

18.5 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.

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

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

<b>MINIMUM ACCRUAL</b>	<b>MAXIMUM HOURS PAYABLE</b>
120	40
240	80
360	120

18.8 Whenever any employee has exhausted all paid time off benefits including advanced sick leave benefits, as a result of non-work related injury or disability, and is not eligible for long-term disability insurance benefits, other employees may contribute their earned vacation hours to the disabled employee approved for the vacation donation program. Vacation is donated and granted on the basis of the dollar value of the donor's base pay rate.

#### ARTICLE 19: UNIFORMS

19.1 With the exception of newly hired Police Officers, the annual uniform allowance shall be \$900 and will be paid in equally divided installments on a bi-weekly basis with the City's regular payroll processing. Effective March 12, 2006, new Police Officers will be given the opportunity to receive the full amount indicated above, spend the full allowance with a City vendor, or spend a partial amount with a vendor and receive the remaining amount with payroll. All of the above transactions must be completed prior to the end of the current fiscal year. In July following the new employee's hire date, regardless of time with the Police Department, the employee will begin receiving bi-weekly installments with the regular payroll. In addition to the foregoing, those employees assigned to motorcycle duty shall receive payment for uniforms/safety equipment based upon a mutually agreed to standard.

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 (\$300.00) damaged in the course of employment. Personal property will be limited to items reasonably necessary for the employee to have while on duty to perform their job function. This provision does not apply to items lost or damaged as a result of negligence of the employee.

19.3 An approved uniform shirt shall be worn at all times. Sleeve length shall be at the option of the employee.

19.4 The City retains the right to change uniform standards that would come under the uniform allowance of 19.1, as long as such change does not result in increased out-of-pocket costs to the employee.

19.5 All employees are required to possess a Class A dress jacket to wear at ceremonial functions or at other times deemed appropriate by the Chief of Police.

#### 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 the jury duty 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 Department.

20.3 Government Code Section 3300, known as the Public Safety Officers Procedural Bill of Rights, Subsection 3306 states: "A public safety officer shall have 30 days within which to file a written response to any adverse comment entered in the employee's personnel file. Such written response shall be attached to, and shall accompany, the adverse comment."

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.

#### ARTICLE 21: RETIREMENT PROGRAM

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

a) Tier 1

Regular employees *hired prior to* September 8, 2012, and those hired *after* January 1, 2013, considered to be "Classic CalPERS Members" due to previous City of Redding employment will be covered under the three percent (3.0%) at age fifty (50) retirement benefit formula with the 12 highest paid consecutive month's final compensation provision. Employees will be covered by the Fourth level of 1959 Survivors' Benefit Program (Government Code Section 21574),

Survivor Continuance allowance; credit for unused sick leave; fifty percent (50%) ordinary disability benefit and military service credit buy back option. The employee contribution of nine percent (9%) for Police Sworn and seven percent (7%) for Police Recruits will be paid by employees through a bi-weekly payroll deduction. The employee contribution of ten and one half percent (10.5%) effective, June 19, 2016, and twelve percent (12%) effective January 1, 2017, of pensionable earnings for Police Sworn and eight percent (8%) effective June 19, 2016 for Police Recruits 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.

Employees have agreed to cost sharing of the employer contribution rate in accordance with Government Code Section 20516 as follows:

Effective for Police Sworn personnel:

- June 19, 2016 contribution rate 1.5%
- January 1, 2017 contribution rate 1.5%

Effective for Police Recruit personnel:

- June 19, 2016 contribution rate 1.0%

#### b) Tier 2

Regular employees *hired between September 8, 2012 and January 1, 2013*, and those hired *after January 1, 2013*, who meet the definition of a “Classic CalPERS Member” pursuant to the California Public Employees’ Pension Reform Act of 2013 (PEPRA) but have not been previously employed by the City of Redding will be covered by the three percent (3%) at age fifty-five (55) retirement benefit formula with the 36 highest paid consecutive month’s final compensation provision. Employees will be covered by the Fourth level of 1959 Survivors’ Benefit Program (Government Code Section 21574), Survivor Continuance allowance; credit for unused sick leave; fifty percent (50%) ordinary disability benefit and military service credit buy back option. The employee contribution of nine percent (9%) for Police Sworn and seven percent (7%) for Police Recruits will be paid by employees through a bi-weekly payroll deduction. The employee contribution of ten and one half percent (10.5%) effective June 19, 2016, and twelve percent (12%) effective January 1, 2017, of pensionable earnings for Police Sworn and eight percent (8%) effective June 19, 2016 for Police Recruits will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis. Regular employees vested in Tier 2 who leave City employment and subsequently are rehired will be re-employed with Tier 2 status for CalPERS benefits.

Employees have agreed to cost sharing of the employer contribution rate in accordance with Government Code Section 20516.

Effective for Police Sworn personnel:

- June 19, 2016 contribution rate 1.5%
- January 1, 2017 contribution rate 1.5%

Effective for Police Recruit personnel:

- June 19, 2016 contribution rate 1.0%

c) Tier 3

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), regular employees *hired after January 1, 2013*, will be covered by the 2.7 percent (2.7%) at age fifty-seven (57) retirement benefit formula with the 36 highest paid consecutive month's 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 Fourth level of 1959 Survivors' Benefit Program (Government Code Section 21574), Survivor Continuance allowance; credit for unused sick leave; fifty percent (50%) ordinary disability benefit and military service credit buy back option. 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.

(c) Full-Time Temporary employees not included within Section 21.1 (a), (b), or (c) above shall be covered by the PARS – 457 Plan. Participating employees will pay 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%).

#### ARTICLE 22: EMPLOYEE GROUP HEALTH AND WELFARE BENEFIT PROGRAM

22.1 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.

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

(B) The City will offer two health plans, a "Base Plan" and an optional "Premium Plan". All eligible employees will be enrolled in the "Base Plan" and will have the option on a voluntary basis to enroll in the "Premium 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 shall be ninety percent (90%) and the employee will begin paying ten percent (10%) of the "Base Plan" rate through a bi-weekly payroll deduction. Employees electing to enroll in the "Premium Plan" will be responsible for premiums beyond the City's contribution of the "Base Plan" composite rate. The employee co-share of premium will be recalculated every January 1<sup>st</sup> to coincide with the renewal of the City's Group Health Insurance Plan. The City established a Section 125 Plan effective July 1, 2006, to redirect the portion of the employee's salary to pay, on a pre-tax basis, the employee's contribution toward the medical, prescription, dental and vision insurance composite premium rate.

For specifics regarding the City's Group Health and Welfare Benefit "Premium Plan", refer to the Benefit Summary Plan Description. Specific benefit details of the "Base Plan" will

be provided to employees during the annual open enrollment period.

In an effort to minimize the impact of annual composite premium increases/decreases for the employee, the rate change will be limited to a maximum of twelve and one-half percent (12 ½%) of the “Base Plan” per year (or the actual percent increase in actual costs from the previous calendar year, whichever is lower). To ensure that the ninety percent/ten percent (90%/10%) ratio is maintained over time, the following leveling mechanism shall be used:

**The Following Rates Are Used For Illustration Purposes Only:**

<b>2 0 0 6 / 0 7 COMPOSITE RATE = \$ 1, 0 5 6</b>	<b>2007/08</b> \$1,188	<b>2008/09</b> \$1,366	<b>2009/10</b> \$1,503	<b>2010/11</b> \$1,706	<b>2011/12</b> \$1,902
If the composite premium rate change is:	12 ½%	15%	10%	13 ½%	11 ½%
10% = \$106 The change to the employee's 10% will be:	12 ½% \$119	12 ½% \$134	12 ½% \$151	12 ½% \$170	12 ½% \$191
The impact is:	No Impact	+2 ½% The City pays the additional 2½% cost until made up.	-2 ½% The employee begins paying the 2½% to make up from the year before.	+1% The City pays the additional 1% cost until made up by the employee the following year.	Zero Nothing would be due to the City.

In the event the composite premium rate change for the “Base Plan” is less than 12½%, the employee’s percent of the rate shall be the actual percent change unless costs from the year before need to be made up. The Association and the City agree that costs not made up prior to the end of this Agreement shall be subject to meet and confer in the successive Agreement. 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. The City and Union agree to meet and confer prior to any changes being made to the group insurance composite rate 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, 2012, 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.

The City and the Association recognize that it is the on-going plan of the City that all bargaining units will have the same group insurance benefits.

- (C) Prescription Benefit: Employee co-payments as shown in the following table:

<b>Retail (34 days' supply)</b>	<b>Proposed Co-Pays Effective Upon Contract Ratification</b>
Generic	\$10.00
Brand	\$50.00
No Generic Available	\$20.00
<b>Mail (90 days' supply)</b>	
Generic	\$20.00
Brand	\$100.00
No Generic Available	\$40.00

Note: Maintenance medications (i.e. a medication taken longer than 60 days) that are filled at the retail co-pay amount more than twice will be filled at the mail order co-pay amount.

The cost of the Prescription benefit program is outlined under “Health Benefits” above.

(D) Dental Benefits: No deductible and 100% of U.C.R. (90<sup>th</sup> percentile) for prevention; no deductible and 50% up to \$2,000 per lifetime per person for orthodontia; \$25 deductible and 80% of U.C.R. up to \$2,000 per person per year for all other eligible charges. The premium cost of the Dental benefit program is outlined under “Health Benefits” above. For specifics regarding the City’s Dental Plan, refer to the Benefit Summary Plan Description.

(E) Long Term Disability: The City has agreed to pay an equivalent monthly premium amount to the Police Association to purchase a long-term disability policy. The Association will provide a copy of the LTD policy billing to the City on an annual basis, and the City will pay the monthly amount equal to the premium the City would pay if Association members participated in the City’s long-term disability program for all other eligible employees or the actual amount of the billing, whichever is the lesser amount. Subject to the approval of the City’s current carrier for this benefit, the Association may elect to be covered by the City’s plan.

(F) Vision Benefits: \$25 deductible plan, an examination every twelve (12) months, lenses every twenty-four (24) months, and frames every twenty-four (24) months. The premium cost of the Vision benefit program is outlined under “Health Benefits” above. For specifics regarding the City’s Vision Plan, refer to the Benefit Summary Plan Description.

Effective September 1, 2011, health benefits not provided by Blue Shield will no longer be offered.

22.2 “All active employees hired prior to June 26, 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 fifty percent (50%) proportionate share of costs of the insurance premium should the retiring employee 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 of 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 June 26, 2011, except as set forth above.

All active employees hired after June 26, 2011, who retire from the City with five (5) or more years of City service (and eligible for CalPERS benefits upon separation of service) shall be eligible for the City to pay a proportionate share of costs of the "Base Plan" insurance premium should the retiring employee elect to participate in any 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. For those retirees who qualify, the City shall pay a proportionate share of the cost of the "Base Plan" insurance premiums in accordance with the following formula: 2% for every year of active service with the City of Redding up to a maximum of 50%. 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 of 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 except as set forth above. (Employees who retired prior to July 1, 1998, are eligible for health coverage only.)

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.

22.3 The City and the Association agree to allow the Association to the Peace Officers Research Association of California (PORAC) Retiree Medical Reimbursement Trust at the employees' expense. 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. The purpose of the Trust will be to assist with medical premiums and expenses not covered by the City's Health and Welfare Benefit program.

22.4 Regular employees are eligible to participate in the City's Deferred Compensation Plan through voluntary payroll deductions from the employee's pay.

22.5 A release time bank is established. Association members may voluntarily donate earned leave time, with the exception of sick leave, to the time bank for use by Association officials while conducting Association business. Donated time will be deducted from the employee's earned leave.

22.6 The City and the Association agree to meet and discuss during the term of this Agreement the recommendations of the Health Insurance Task Force.

22.7 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 Saving Plan (RHS). In addition, any eligible sick leave pay out made upon retirement of RPOA members will be contributed to the VantageCare RHS per Section 15.5.

22.8 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 23: TERM

23.1 This Memorandum of Understanding, having taken effect as of July 1, 1974, and having thereafter been amended, shall continue in full force and effect until the first day of May, 2020 , and thereafter from year to year unless written notice of change or termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter, except, however, this Memorandum of Understanding shall only become effective with approval of the City Council of the City of Redding.

23.2 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.

23.3 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 the Memorandum of Understanding, however, shall remain in full force and effect.

#### ARTICLE 24: ENTIRE AGREEMENT

24.1 Except as specifically provided in Article 22 (Term), during the term of this Memorandum of Understanding the parties expressly waive and relinquish the right to meet and confer on wages, hours of employment, and terms and conditions of employment, and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Memorandum of Understanding or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the City or the Association at the time they met and negotiated on and executed this Memorandum of Understanding, and even though such subjects or matters were proposed and later withdrawn. Both parties acknowledge that such waiver and relinquishment as set forth above carries with it the commensurate prohibition for either party to effect a unilateral change in an employment condition falling within the scope of negotiations under Government Code Section 3500 et. seq.

IN WITNESS WHEREOF, the parties have executed these Amendments to the Memorandum of Understanding to be effective May 1, 2018.

s/Barry Tippin  
Barry Tippin  
City Manager

s/Brian Moore  
Brian Moore  
President, RPOA

s/William Avery  
William Avery  
Negotiator

s/Dan Thompson  
Dan Thompson  
Negotiator

s/Sheri DeMaagd  
Sherri DeMaagd  
Assistant City Manager/Personnel Director

s/Brian Berg  
Brian Berg  
Negotiator

s/Shawn Avery  
Shawn Avery  
Personnel Manager

s/Regan Ortega  
Regan Ortega  
Negotiator

s/Christina Jones  
Christina Jones  
Personnel Analyst II/Volunteer Coordinator

s/Gary Meadows  
Gary Meadows  
Negotiator

s/Kurtis Stenderup  
Kurtis Stenderup  
Negotiator

**PEACE OFFICERS ASSOCIATION OF REDDING**

EXHIBIT "A-1"

Effective: January 1, 2017

J/C	Classification	Step - Hourly Pay Rate									Step 9 Monthly Equivalent	
		1	2	3	4	5	6	7	8	9		
659	Canine Officer**	\$15.41										
680	Police Recruit	\$25.73										
660	Police Officer	\$30.14	\$31.64	\$33.22	\$34.88	\$36.63	\$38.46	\$40.38	\$42.40	\$44.52	\$7,717	
623	Police Court Officer*								\$43.51	\$45.68	\$7,918	
625	Police Investigator*								\$44.56	\$46.79	\$8,110	
628	School Resource Officer*						\$40.42	\$42.44	\$44.56	\$46.79	\$8,110	
629	Police Corporal								\$45.56	\$47.84	\$8,293	

\* Positions subject to temporary upgrade or temporary reclassification only, and appointments or assignments may be terminated.

\*\* Classification for canine care and maintenance only.

For those assignments of ARMOR, SERT, Certified Instructors, and ID Technicians, 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 and small differences may occur due to rounding.

**PEACE OFFICERS ASSOCIATION OF REDDING**

EXHIBIT "A-2"

Effective: May 6, 2018

J/C	Classification	Step - Hourly Pay Rate									Step 9 Monthly Equivalent	
		1	2	3	4	5	6	7	8	9		
659	Canine Officer**	\$15.41										
680	Police Recruit	\$25.73										
660	Police Officer	\$30.14	\$31.64	\$33.22	\$34.88	\$36.63	\$38.46	\$40.38	\$42.40	\$44.52	\$7,717	
623	Police Court Officer*								\$43.51	\$45.68	\$7,918	
625	Police Investigator*								\$44.56	\$46.79	\$8,110	
628	School Resource Officer*						\$40.42	\$42.44	\$44.56	\$46.79	\$8,110	
629	Police Corporal								\$45.56	\$47.84	\$8,293	

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For those assignments of ARMOR, SERT, Certified Instructors, and ID Technicians, 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 and small differences may occur due to rounding.

## EXHIBIT "B"

### JOB DEFINITIONS

#### **Police Recruit**

Under direction, to attend a Peace Officer Standards and Training (P.O.S.T.) certified Police recruit academy; upon graduation from the academy will be sworn in as a full-duty Police Officer; and to do related work as required.

#### **Police Officer**

An employee who is engaged in performing all classes of law enforcement work. Duties include, but are not limited to, traffic law enforcement, regulation enforcement, crime prevention and crime investigation from complaint to final solution of cases within assigned area. In keeping with the concept of career development, as an officer progresses through the various steps the employee may be assigned increasingly more complex and varied duties in all fields of law enforcement work. The employee's background of training and experience shall be such as to qualify the employee to perform the duties with skill, efficiency, tact and diplomacy.

#### **Corporal**

Supervises employees who perform all classes of law enforcement work. Duties include, but are not limited to, planning work, coordinating field activity, counseling, and training of personnel. The employee shall have the personal qualifications of leadership and supervisory ability, knowledge of laws and court procedures, and be familiar with the City's accounting procedures, policies, rules, and regulations.

## EXHIBIT "C"

### REDDING POLICE DEPARTMENT

#### POLICE OFFICER PERFORMANCE EVALUATION INSTRUCTIONS

##### INTRODUCTION

The police officer performance package has been designed to establish clear expectations of work performance. The philosophy behind its development centers around the principle that all employees want to do a good job, but need to know what is expected of them to do so. With that goal in mind, performance standards have been drafted describing what is expected of the Redding Police Department's Police Officers.

##### PERFORMANCE STANDARDS

A set of standards has been drafted defining the responsibilities of the police officer. The performance standards have been drafted as specifically as possible, but obviously not so specific that they can only apply to one assignment. Regardless of a specific division, assignment, or job title, certain performance standards are expected to be maintained no matter what the assignment. The performance standards are intended to clearly define these expectations and form the basis from which police officers' performance will be evaluated.

##### PERFORMANCE EVALUATION

The goal of the annual performance evaluation is to document past performance, provide direction for future performance, and increase communication between employees and supervisors.

The evaluation form used to rate a police officer's performance has been designed to reflect each of the performance standard categories. In each category, a police officer can be rated "1- Exceeds Standards," "2 - Meets Standards," or "3 - Below Standards" as the case may be. A checkmark in the rating which most closely represents an officer's performance in each performance category shall be made.

At the top of the first page of the evaluation form, it is important to complete the identifying information requested.

##### RATINGS DEFINED

The following descriptions are supplied to clearly define what type of performance is expected to earn a rating in that category:

- 1 - Exceeds Standards: Consistently performs beyond established job requirements or contributes beyond current job responsibilities. Produces results of exceptional quality. Demonstrates unusual talent, ability, or expertise.

2 - Meets Job Standards: Consistently fulfills minimum performance standards. Contributes effectively to City objectives. If new to the job, learning process equals expectations.

3 - 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, learning process does not meet expectations.

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

## COMPENSATION

Police officers of this department are paid within a salary range. Upon initial appointment, an employee is normally paid the lowest wage rate for that classification. Those police officers who receive evaluations indicating they are rated overall "Meets Standards" or "Exceeds Standards" will be advanced to the next scheduled salary step.

Any police officer who is rated as overall "Below Standards" may be denied a salary step increase and/or disciplined as outlined under the City of Redding Discipline Policy.

## STANDARD PERFORMANCE POLICY

Substandard performance hurts the organization by forcing other police officers to carry a greater portion of the day-to-day workload. For these reasons, every attempt will be made to encourage all police officers to perform at a level where all standards are being met and/or exceeded. To this end, two clauses have been added to the evaluation package and apply to all performance standards.

### A. CLAUSE #1:

- If an officer is not meeting the expectations in any single performance element, the supervisor will meet with the officer, through a counseling session, and clarify how the officer is perceived not to be meeting the standard.
- There will be no employees "surprised" with a substandard rating. Written notice shall have occurred with the police officer, describing the deficiency and providing time for correction.
- If the officer's "Below Standards" work is critical enough that the officer's overall rating might be adversely affected, the supervisor will meet with the officer and prepare a Performance Improvement Plan to correct the deficiency. The plan will be in writing.
- If the officer successfully implements the plan to correct performance, the officer will be rated as satisfactory in this element; if not, the officer will get an unsatisfactory rating in that element.

B. CLAUSE #2:

- If the plan referenced above becomes unattainable, the officer should initiate contact with the supervisor to renegotiate.

SUPERVISOR RESPONSIBILITY

- Fair and accurate evaluations
- Review all aspects of performance
- Provide honest feedback and suggestions for improvement
- Utilize evaluation process to improve communication

USE OF PERFORMANCE PROFILES

- A. When considering the overall rating, all aspects of an officer's performance shall be considered, including field enforcement and productivity, quality, reports, internal and external relations, safety, work habits and professional appearance, equipment use, and maintenance.
- B. Performance profiles are one valid means, among others, of determining officer performance provided that the number of arrests made and/or the number of citations issued by an officer may not be used as the *sole* criteria for promotion, demotion, dismissal, including discipline or reduction in pay, the earning of any benefit provided by the police department, or for the receipt of an overall "Below Standards" rating on any annual performance evaluation.
- C. When evaluating an officer's overall performance, performance profiles shall only be used when all other applicable factors are also considered, including attendance, punctuality, work safety, complaints by citizens, commendations, demeanor, formal training, and professional judgement.
- D. When considering the rating in the "Level of Field Enforcement Activity" element, all aspects of an officer's field enforcement activity shall be considered, including total incidents, total cases, total arrests, total citations, and total FIs.
- E. Officers who, in addition to their normal duties, have special assignments, are expected to maintain a "Meets Standards" or "Exceeds Standards" rating in field enforcement activity level.
- F. Performance profiles will be published by the 25th day of the following month to individual officers to make each officer aware of his/her field enforcement activity level.
- G. Implementation of these expectations shall not result in the establishment of any quota of arrests made and/or citations issued or any other policy requiring a minimum number of arrests made and/or citations issued for any given period of time.

## EVALUATION REVIEW

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 satisfactory), the employee has the right to have the City Manager review the Performance Evaluation. The employee shall have the right to have an Association Representative present. The City Manager's review and decision relating to the Performance Evaluation will be final. Such appeal to the City Manager must be made within 30 days of the date the employee receives the Performance Evaluation.

## MINIMUM PERFORMANCE STANDARDS

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.

1. The Improvement of Employee Effectiveness - The performance evaluation report will:
  - a. Inform the employee of what is expected of him/her and how well he/she is meeting those expectations.
  - b. Give the employee recognition and reward for good work.
  - c. Measure the employee in terms of job requirements.
  - d. Encourage self-development.
  - e. Serve as a guide for future personnel actions, such as promotions, disciplinary actions, transfers, etc.
2. The Improvement of Supervisory Effectiveness - The performance evaluation report will:
  - a. Provide for consistency in application of performance standards and the evaluation of personnel.
  - b. Identify the training needs of subordinates in general and individually.
  - c. Provide the supervisor with a continuous record of the employee's job performance history, which would enhance the quality of annual performance evaluations.
3. The Improvement of the Personnel Processes - 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 the reasonableness of established job performance standards. Provide a check on the accuracy of job descriptions, classifications, recruitment, and selection process.
  - d. 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.
  - e. Indicate eligibility for pay step increases.

**POLICE OFFICER  
MINIMUM PERFORMANCE STANDARDS**

I. FIELD ENFORCEMENT AND PRODUCTIVITY

- A. Your level of field enforcement activity should be comparable to your 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. Your work effort is focused on the watch priorities as identified by the Watch Commander and/or shift supervisor.
- C. You are expected to identify crime problems, crime trends, and any significant issues occurring on your beat. When possible, you are expected to work on long-term solutions to ongoing problems.
- D. Those officers with specialty assignment functions are expected to actively participate in the special assignment to include assigned duties and training.

II. QUALITY

Defined as "handles calls for service with enthusiasm and ensures each case is thoroughly and effectively investigated. All initial investigative steps and appropriate follow-up steps are completed. Commitment to quality demonstrated by the employee."

III. REPORTS

You are expected to:

- A. Follow agency format and guidelines, see Attachment "A."
- B. Complete Part I felony reports by end of watch unless approved by supervisor.

At least 90 percent of arrest reports and 80 percent of all other reports must be \*useable upon first submittal to supervisor. This means that no more than 10 percent of arrest reports and 20 percent of all other reports should be returned for correction because of:

1. Incomplete preliminary investigation.
2. Spelling, grammar, sentence structure, or legibility.
3. Errors, omissions.
4. Elements omitted.

5. Improper format.

This standard applies to officers who have been released from formal FTO Program.

\*Useable - easily corrected by a supervisor in the time it normally takes to review and not an error outside the officer's control.

IV. INTERNAL RELATIONS

You are expected to conduct your work in a manner which supports the overall group effort. If differences with coworkers and supervisors develop, you are expected to resolve them in a constructive way.

This means you are expected to:

- A. Treat coworkers and supervisors with respect.
- B. Avoid behavior which disrupts work.
- C. Avoid profanity and sarcasm. The use of racial, religious, ethnic, and sexual slurs are prohibited.
- D. When differences develop, handle them constructively by actively trying to resolve or negotiate ways to work together harmoniously.
- E. Adhere to Department policies and procedures.

V. EXTERNAL RELATIONS

Recognizing police officers are held to a higher standard of conduct than the average person, you are expected to conduct yourself in a manner likely to foster good citizen relations and support for the agency and not to generate patterns of sustained complaints.

This means you are expected to:

- A. Treat citizens with respect.
- B. Refuse to accept gratuities.
- C. Avoid profanity and sarcasm. The use of racial, religious, ethnic, and sexual slurs are prohibited.

VI. SAFETY

You are expected to conduct your work in a manner which is most likely to protect you and others from harm and facilities and equipment from damage.

This means you are expected to:

- A. Following Department policy and procedures in the use of vehicles and equipment.
- B. Follow Department policy in the use of firearms and other defensive weapons.
- C. Adhere to tactical procedures.
- D. Follow Department handcuffing procedures.
- E. Follow Department radio communications procedures.

VII. WORK HABITS AND PROFESSIONAL APPEARANCE

You are expected to adhere to a productive work ethic and present a neat and professional image.

This means you will be expected to:

- A. Report to work on time, arrive at the beginning of roll call in uniform, ready for duty.
- B. Be on the street as soon as possible after briefing unless approved otherwise by a supervisor .
- C. Assure Code 7s do not exceed 30 minutes, excluding reasonable travel time after clearance. Coffee breaks (2) are not to exceed 20 minutes each, excluding reasonable travel time after clearance. Code 7 and break locations must be given to dispatch upon arrival.
- D. Answer your radio when called. Dispatch should have your location and status.
- E. Remain in field until ten minutes before end of shift, but available to end of shift. Exceptions to be cleared with supervisor.
- F. Complete assignments and projects by due date or renegotiate with your supervisor in advance.
- G. Meet or exceed minimum standards of uniform and grooming policy.
- H. Notify supervisor at the point of shift when overtime is going to be needed. Overtime may not be granted unless you receive prior authorization.
- I. Citizen phone calls are to be attempted to be returned as soon as possible.
- J. Maintain Department-provided mail slots in useable condition.

- K. Maintain personal area of responsibility in locker room, gym, report room, and squad room in a neat condition.
- L. Follow the chain of command.
- M. Use sick leave only for legitimate medical reasons.
- N. Manage time effectively.

VIII. EQUIPMENT USE AND MAINTENANCE

You are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance.

This means you 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 at the start and end of 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. Maintain firearms and leather gear in clean, good, working condition, and immediately report damage or malfunction to your supervisor.
- F. Return equipment used to its proper location.
- G. Report damage to any Department equipment while it is in your possession.
- H. Upon discovery, report any lost or stolen Department equipment.

## INVESTIGATOR MINIMUM PERFORMANCE STANDARDS

### I. QUANTITY OF WORK

- A. Your level of activity should be comparable to your 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. The majority of your efforts should be directed toward clearance of the cases assigned to you.
- C. Those investigators with specialty assignment functions are expected to actively participate in the special assignment to include assigned duties and training.

### II. CASE MANAGEMENT

- A. You will properly manage the cases assigned to you, 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 your ability to manage your caseload.

### III. QUALITY

Defined as "handles assignments with enthusiasm and ensures each case is thoroughly and effectively investigated. All initial investigative steps and appropriate follow-up steps are completed. Commitment to quality demonstrated by the employee."

### IV. PLANNING

You are expected to:

- A. Identify crime trends, determine MOs and crime problems of a geographical nature.
- B. Develop tactical plans intended to address the crime trends and identified MOs.
- C. Develop informant information on your cases, intelligence information regarding gangs, potential gangs, and drug information.

V. JOB KNOWLEDGE

You are expected to:

- A. Develop a working knowledge in areas such as, but not limited to, in-house computer programs, writing search warrants, interview and interrogation skills, case law, or surveillance techniques.

VI. REPORTS

You are expected to:

- A. Follow agency format and guidelines, see Attachment "A," including:

At least 90 percent of arrest reports and 80 percent of all other reports must be "useable" upon first submittal to supervisor. This means no more than 10 percent of arrest reports and 20 percent of all other reports should be returned for correction because of:

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

- B. Case follow-up supplement should be completed within 20 calendar days unless a supervisor agrees to an extension.

- C. Make sure requested follow-up is completed in a timely manner or by due date.

\*Useable - easily corrected by a supervisor in the time it normally takes to review and not an error outside the officer's control.

VII. INTERNAL RELATIONS

You are expected to conduct your work in a manner which supports the overall group effort. If differences with coworkers, supervisors, or outside agencies develop, you are expected to resolve them in a constructive way.

This means you are expected to:

- A. Treat coworkers and supervisors with respect.
- B. Avoid behavior which disrupts work.

- C. Avoid profanity and sarcasm. The use of racial, religious, ethnic, and sexual slurs are prohibited.
- D. When differences develop, handle them constructively by actively trying to resolve or negotiate ways to work together harmoniously.
- E. Develop and maintain positive working relationships with allied agencies, i.e., District Attorney's Office, Sheriffs Office, Anderson Police Department, California Highway Patrol, Probation, Parole, etc.
- F. Maintain flexibility within the unit to assist any subunit when the need arises.
- G. Adhere to Department policies and procedures.

#### VIII. EXTERNAL RELATIONS

Recognizing police officers are held to a higher standard of conduct than the average person, you are expected to conduct yourself in a manner likely to foster good citizen relations and support for the agency and not to generate patterns of sustained complaints.

This means you are expected to:

- A. Treat citizens with respect.
- B. Refuse to accept gratuities.
- C. Avoid profanity and sarcasm. The use of racial, religious, ethnic, and sexual slurs are prohibited.
- D. Be aware of victim's rights and emotional well being while conducting your investigation, and remain sensitive to the needs of the victim.
- E. Be informed, knowledgeable, and supportive of the existing local services and programs for victims.
- F. Advise victims of violent crimes periodically of the status and closing of investigations.

#### IX. SAFETY

You are expected to conduct your work in a manner which is most likely to protect you and others from harm and facilities and equipment from damage.

This means you are expected to:

- A. Follow Department policy and procedures in the use of vehicles and equipment.
- B. Follow Department policy in the use of firearms and other defensive weapons.
- C. Adhere to tactical procedures.

- D. Follow Department handcuffing procedures.
- E. Follow Department radio communications procedures.
- F. Wear appropriate raid jacket/vest and protective body armor on search warrants or other hazardous situations.
- G. Advise dispatch of your location or when on a pager.

X. WORK HABITS AND PROFESSIONAL APPEARANCE

You are expected to adhere to a productive work ethic and present a neat and professional image.

This means you are expected to:

- A. Maintain a schedule approved by your supervisor.
- B. Code 7 not to exceed 1 hour, including reasonable travel time. Coffee breaks (2) are not to exceed 20 minutes each, including reasonable travel time, or one 30 minute.
- C. Check Department mail folder daily for messages.
- D. Keep supervisor informed of any extra projects or details you may be working, i.e., speaking engagements, schools, Women's Refuge, etc.
- E. Complete assignments and projects by due date or renegotiate with your supervisor in advance.
- F. Meet or exceed minimum standards of uniform and grooming policy.
- G. Notify supervisor at the point of shift when overtime is going to be needed. Overtime may not be granted unless you receive prior authorization.
- H. Citizen phone calls are to be attempted to be returned as soon as possible.
- I. Maintain Department-provided mail slots in useable condition.
- J. Maintain area of responsibility in locker room, gym, and office in a neat condition.
- K. Complete accurate time card on time.
- L. Follow the chain of command.
- M. Use sick leave only for legitimate medical reasons.
- N. Manage time effectively.
- O. Follow division procedures and expectations.

XI. EQUIPMENT USE AND MAINTENANCE

You are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance.

This means you 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. Lock vehicle when leaving it in public areas unless officer safety dictates otherwise.
- D. Maintain firearms in clean, good, working condition and immediately report damage or malfunction to your supervisor.
- E. Return equipment used to its proper location.
- F. Report damage to any Department equipment while it is in your possession.
- G. Keep your assigned vehicle's maintenance up-to-date.
- H. Advise the shop of any mechanical defects.
- I. Maintain vehicle exterior and interior.
- J. If any new equipment is needed, advise your supervisor of its need.
- K. Keep your assigned radio charged.
- L. Maintain assigned equipment in good working condition.
- M. Upon discovery, report any lost or stolen Department equipment.

**NEIGHBORHOOD POLICE OFFICER AND  
SCHOOL RESOURCE OFFICER  
MINIMUM PERFORMANCE STANDARDS**

**I. FIELD ENFORCEMENT AND PRODUCTIVITY**

- A. Your level of field enforcement activity should be comparable to your 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. Your self-initiated activities should include, but not be limited to, POP projects, directed patrols, parole/probation searches, and consent searches.
- C. Your work effort is focused on monitoring and completing projects as identified by the Watch Commander and/or shift supervisor.
- D. You are expected to identify crime problems, crime trends, and any significant issues occurring in your assigned area of responsibility. When possible, you are expected to work on long-term solutions to ongoing problems.
- E. Those officers with specialty assignment functions are expected to actively participate in the special assignment to include assigned duties and training.
- F. You are expected to work with students to promote a positive role model.
- G. You are expected to properly assess criminal activity on school campus and take appropriate action based on the situation.

**II. PROJECT AND CASE MANAGEMENT**

- A. You will properly manage the project/cases assigned to you which include:
  - 1. Project/case prioritization, working the most critical cases first based on solvability factors or supervisory direction.
  - 2. Maintaining project/case files which contain case documentation, notes, reports, and any other materials pertinent to the investigation.
  - 3. Keeping supervisors apprised of project/case status, issues which arise that reflect on the Department (positively or negatively), and any problems affecting your ability to manage your workload.

### III. QUALITY

Defined as "handles calls for service with enthusiasm and ensures each case is thoroughly and effectively investigated. All initial investigative steps and appropriate follow-up steps are completed. Commitment to quality demonstrated by the employee."

### IV. PLANNING

You are expected to:

- A. Cooperate and assist code enforcement by identifying problem houses, apartments, and motels.
- B. Actively develop citizen informants to gain intelligence.
- C. Establish an effective relationship with school officials to organize and plan your week.
- D. Work with school officials and the Investigations Division to address gang issues.

### V. JOB KNOWLEDGE

You are expected to:

- A. Develop a working knowledge in areas such as, but not limited to, in-house computer programs, writing search warrants, interview and interrogation skills, case law, or surveillance techniques.

### VI. REPORTS

You are expected to:

- A. Follow agency format and guidelines, see Attachment "A."
- B. Complete Part I felony reports by end of watch unless approved by supervisor.

At least 90 percent of arrest reports and 80 percent of all other reports must be \*useable upon first submittal to supervisor. This means no more than 10 percent of arrest reports and 20 percent of all other reports should be returned for correction because of:

1. Incomplete preliminary investigation.
2. Spelling, grammar, sentence structure, or legibility.
3. Errors, omissions.
4. Elements omitted.

5. Improper format.

This standard applies to officers who have been released from formal FTO Program.

\*Useable - easily corrected by a supervisor in the time it normally takes to review and not an error outside the officer's control.

VII. INTERNAL RELATIONS

You are expected to conduct your work in a manner which supports the overall group effort. If differences with coworkers and supervisors develop, you are expected to resolve them in a constructive way.

This means you are expected to:

- A. Treat coworkers and supervisors with respect.
- B. Avoid behavior which disrupts work.
- C. Avoid profanity and sarcasm. The use of racial, religious, ethnic, and sexual slurs are prohibited.
- D. When differences develop, handle them constructively by actively trying to resolve or negotiate ways to work together harmoniously.
- E. Adhere to Department policies and procedures.

VIII. EXTERNAL RELATIONS

Recognizing police officers are held to a higher standard of conduct than the average person, you are expected to conduct yourself in a manner likely to foster good citizen relations and support for the agency and not to generate patterns of sustained complaints.

This means you are expected to:

- A. Treat citizens with respect.
- B. Refuse to accept gratuities.
- C. Avoid profanity and sarcasm. The use of racial, religious, ethnic, and sexual slurs are prohibited.

IX. SAFETY

You are expected to conduct your work in a manner which is most likely to protect you and others from harm and facilities and equipment from damage.

This means you are expected to:

- A. Following Department policy and procedures in the use of vehicles and equipment.
- B. Follow Department policy in the use of firearms and other defensive weapons.
- C. Adhere to tactical procedures.
- D. Follow Department handcuffing procedures.
- E. Follow Department radio communications procedures.

X. WORK HABITS AND PROFESSIONAL APPEARANCE

You are expected to adhere to a productive work ethic and present a neat and professional image.

This means you are expected to:

- A. Report to work on time, arrive at the beginning of roll call in uniform, ready for duty.
- B. Be on the street as soon as possible after briefing unless approved otherwise by supervisor.
- C. Assure Code 7s do not exceed 30 minutes, excluding reasonable travel time after clearance. Coffee breaks (2) are not to exceed 20 minutes each, excluding reasonable travel time after clearance. Code 7 and break locations must be given to dispatch upon arrival.
- D. Answer your radio when called. Dispatch should have your location and status.
- E. Remain in field until ten minutes before end of shift, but available to end of shift. Exceptions to be cleared with supervisor.
- F. Complete assignments and projects by due date or renegotiate with your supervisor in advance.
- G. Meet or exceed minimum standards of uniform and grooming policy.
- H. Notify supervisor at the point of shift when overtime is going to be needed. Overtime may not be granted unless you receive prior authorization.
- I. Citizen phone calls are to be attempted to be returned as soon as possible.

- J. Maintain Department-provided mail slots in useable condition.
- K. Maintain personal area of responsibility in locker room, gym, report room, and squad room in a neat condition.
- L. Follow the chain of command.
- M. Use sick leave only for legitimate medical reasons.
- N. Manage time effectively.

XI. EQUIPMENT USE AND MAINTENANCE

You are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance.

This means you are 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 at the start and end of 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. Maintain firearms and leather gear in clean, good, working condition, and immediately report damage or malfunction to your supervisor.
- F. Return equipment used to its proper location.
- G. Report damage to any Department equipment while it is in your possession.
- H. Upon discovery, report any lost or stolen Department equipment.

## REDDING POLICE DEPARTMENT

### CORPORAL PERFORMANCE EVALUATION INSTRUCTIONS

#### INTRODUCTION

The corporal performance package has been designed to establish clear expectations of work performance. The philosophy behind its development centers around the principle that all employees want to do a good job, but need to know what is expected of them to do so. With that goal in mind, performance standards have been drafted describing what is expected of the Redding Police Department's Corporals.

#### PERFORMANCE STANDARDS

A set of standards has been drafted defining the responsibilities of the corporal. The performance standards have been drafted as specifically as possible, but obviously not so specific that they can only apply to one assignment. Regardless of a specific division, assignment, or job title, certain performance standards are expected to be maintained no matter what the assignment. The performance standards are intended to clearly define these expectations and form the basis from which corporals' performance will be evaluated.

#### PERFORMANCE EVALUATION

The goal of the annual performance evaluation is to document past performance, provide direction for future performance, and increase communication between employees and supervisors.

The evaluation form used to rate a corporal's performance has been designed to reflect each performance standard category. In each category, a corporal can be rated "1 - Exceeds Standards," "2 - Meets Standards," or "3 - Below Standards" as the case may be. A checkmark in the rating which most closely represents an officer's performance in each performance category shall be made.

At the top of the first page of the evaluation form, it is important to complete the identifying information requested.

#### RATINGS DEFINED

The following descriptions are supplied to clearly define what type of performance is expected to earn a rating in that category:

- 1 - Exceeds Standards: Consistently performs beyond established job requirements or contributes beyond current job responsibilities. Produces results of exceptional quality. Demonstrates unusual talent, ability, or expertise.
- 2 - Meets Job Standards: Consistently fulfills minimum performance standards. Contributes effectively to City objectives. If new to the job, learning process equals expectations.

3 - 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, learning process does not meet expectations.

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

#### STANDARD PERFORMANCE POLICY

Substandard performance hurts the organization by forcing other corporals to carry a greater portion of the day-to-day workload. For these reasons, every attempt will be made to encourage all corporals to perform at a level where all standards are being met and/or exceeded. To this end, two clauses have been added to the evaluation package and apply to all performance standards.

A. CLAUSE #1:

- If the corporal is not meeting the expectations in any single performance element, the supervisor will meet with the corporal, through a counseling session, and clarify how the corporal is being perceived not to be meeting the standard.
- There will be no employees "surprised" with a substandard rating. Written notice shall have occurred with the corporal, describing the deficiency and providing time for correction.
- If the corporal's "Below Standards" work is critical enough that the corporal's overall rating might be adversely affected, the supervisor will meet with the corporal and prepare a Performance Improvement Plan to correct the deficiency. The plan will be in writing.
- If the corporal successfully implements the plan to correct performance, the corporal will be rated as satisfactory in this element; if not, the corporal will get an unsatisfactory rating in that element.

B. CLAUSE #2:

- If the plan referenced above becomes unattainable, initiate contact with the supervisor to renegotiate.

#### SUPERVISOR RESPONSIBILITY

- Fair and accurate evaluations
- Review all aspects of performance
- Provide honest feedback and suggestions for improvement
- Utilize evaluation process to improve communication

## EVALUATION REVIEW

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 satisfactory), the employee has the right to have the City Manager review the Performance Evaluation. The employee shall have the right to have an Association Representative present. The City Manager's review and decision relating to the Performance Evaluation will be final. Such appeal to the City Manager must be made within 30 days of the date the employee receives the Performance Evaluation.

**CORPORALS  
MINIMUM PERFORMANCE STANDARDS**

I. SUPERVISION

A. Performance Management and Control

You will receive a satisfactory rating in performance management and controls if, under the direction of your shift sergeant, you assure the following condition exists:

- If any employee is not meeting minimum standards, you have, with your supervisor's input and/or recommendations, initiated a corrective action plan.

Your responsibility in the areas of performance management and control shall extend to all on-duty time, whether in the capacity of shift supervisor or when detailed with beat responsibility.

Disagreements with policy are aired with your supervisor, along with recommendations for improvement.

B. Cost Control

Corporals will be held accountable for controlling and minimizing the use of overtime by those employees under their control.

II. EMPLOYEE DEVELOPMENT

You are expected to:

Work in cooperation with your sergeant to develop and implement training plans and respond to employee needs.

III. PROBLEM SOLVING

You are expected to:

A. Take proactive measures to prevent problems from occurring. Implement and manage prevention programs at the direction of your sergeant or watch commander.

B. Be responsive and initiate action when problems arise. The corporals will identify problems and develop plans for correction, working closely with the shift sergeant.

Implement according to plan and criteria agreed upon.

C. Reporting: The Corporal will report unusual occurrences, major incidents, personnel problems, and community sensitive issues to the shift sergeant or watch commander.

IV. PROJECTS/SPECIAL ASSIGNMENTS

You are expected to:

- A. Readily accept assignments and projects outside normal job responsibilities.
- B. Proactively initiate projects to improve the organization.
- C. Meet agreed-upon time lines.

V. FIELD ENFORCEMENT

- A. Your level of activity should be comparable to your 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. Your work effort is focused on the watch priorities as identified by the Watch Commander and/or shift supervisor.
- C. You are expected to identify crime problems, crime trends, and any significant issues occurring on your beat. When possible, you are expected to work on long-term solutions to ongoing problems.
- D. Those Corporals with specialty assignment functions are expected to actively participate in the special assignment to include assigned duties and training.

VI. QUALITY

Defined as "handles assignments with enthusiasm and ensures each case is thoroughly and effectively investigated. All initial investigative steps and appropriate follow-up steps are completed. Commitment to quality demonstrated by the employee."

VII. REPORTS

You are expected to:

- A. Follow agency format and guidelines, see Attachment "A."
- B. Complete Part I Felony reports by end of watch unless approved by supervisor.

At least 90 percent of arrest reports and 80 percent of all other reports must be \*useable upon first submittal to supervisor. This means that no more than 10 percent of arrest reports and 20 percent of all other reports should be returned for correction because of:

- 1. Incomplete preliminary investigation.
- 2. Spelling, grammar, sentence structure, or legibility.

3. Errors, omissions.
4. Elements omitted.
5. Improper format.

This standard applies to officers who have been released from formal FTO Program.

\*Useable - easily corrected by a supervisor in the time it normally takes to review and not an error outside the officer's control.

## VIII. INTERNAL AND EXTERNAL RELATIONS

### A. Internal Relations

You are expected to conduct your work in a manner which supports the overall group effort. If differences with coworkers and supervisors develop, you are expected to resolve them in a constructive way.

This means you are expected to:

1. Treat coworkers and supervisors with respect.
2. Avoid behavior which disrupts work.
3. Avoid profanity and sarcasm. The use of racial, religious, ethnic, and sexual slurs are prohibited.
4. When differences develop, handle them constructively by actively trying to resolve or negotiate ways to work together harmoniously.
5. Give subordinates an avenue in which to make suggestions, register complaints, seek guidance, etc.
6. Provide a timely response to employee needs.
7. Adhere to Department policies and procedures.

### B. External Relations

Recognizing police officers are held to a higher standard of conduct than the average person, you are expected to conduct yourself in a manner likely to foster good citizen relations and support for the agency and not to generate patterns of sustained complaints.

This means you are expected to:

1. Treat citizens with respect.
2. Refuse to accept gratuities.
3. Avoid profanity and sarcasm. The use of racial, religious, ethnic, and sexual slurs are prohibited.
4. Make yourself readily available to accept citizens' complaints or suggestions, and follow Department procedures to effectively deal with such information.

IX. SAFETY

You are expected to conduct your work in a manner which is most likely to protect you and others from harm and facilities and equipment from damage.

This means you are expected to:

- A. Follow Department policy and procedures in the use of vehicles and equipment.
- B. Follow Department policy in the use of firearms and other defensive weapons.
- C. Adhere to tactical procedures.
- D. Follow Department handcuffing procedures.
- E. Follow Department radio communications procedures.

X. WORK HABITS AND PROFESSIONAL APPEARANCE

You are expected to adhere to a productive work ethic and present a neat and professional image.

This means you are expected to:

- A. Report to work on time, arrive at the beginning of roll call in uniform ready for duty.
- B. Be on the street as soon as possible after briefing unless approved otherwise by supervisor.
- C. Assure Code 7s do not exceed 30 minutes, excluding reasonable travel time after clearance. Coffee breaks (2) are not to exceed 20 minutes each, excluding reasonable travel time after clearance. Code 7 and break locations must be given to dispatch upon arrival.
- D. Answer your radio when called. Dispatch should have your location and status.
- E. Remain in field until ten minutes before end of shift, but available to end of shift.

Exceptions to be cleared with supervisor.

- F. Complete assignment and projects by due date or renegotiate with your supervisor in advance.
- G. Meet or exceed minimum standards of uniform and grooming policy.
- H. Notify supervisor at the point of shift when overtime is going to be needed.
- I. Citizen phone calls are to be attempted to be returned as soon as possible.
- J. Maintain Department-provided mail slots in useable condition.
- K. Maintain personal area of responsibility in locker room, gym, report room, and squad room in a neat condition.
- L. Complete accurate payroll report.
- M. Follow the chain of command.
- N. Use sick leave only for legitimate medical reasons.
- O. Manage time effectively.
- P. Wear assigned pager to increase availability and improve communication.

#### XI. FACILITIES AND EQUIPMENT MANAGEMENT

Corporals, when supervising a shift, are expected to:

- A. Investigate suspected/known abuse and/or loss of equipment and initiate action to correct the problem.
- B. Report malfunctions and/or damage to mechanical, electric, plumbing, structural equipment in the building, during your shift. Inform your sergeant/watch commander as necessary.

#### XII. EQUIPMENT USE AND MAINTENANCE

You are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance.

This means you 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 at the start and end of shift and report damage or

deficiencies to supervisor on appropriate forms.

- D. Lock vehicle when leaving it in public areas unless officer safety dictates otherwise.
- E. Maintain firearms and leather gear in clean, good, working condition and immediately report damage or malfunction to your supervisor.
- F. Return equipment used to its proper location.
- G. Report damage to any Department equipment while it is in your possession.
- H. Upon discovery, report any lost or stolen Department equipment.

## 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, AKAs 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, AKAs if any, sex/race, DOB, current street address, current home phone, and current business phone if available.
4. Suspect information shall contain the following information if available: Last name, first name, middle name, AKAs 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.
5. In cases such as Missing Persons or Runaway Juveniles where victim information is critical, the following should be included on the face page as is required for a suspect: Last name, first name, middle name, AKAs 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.
6. 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.
7. A complete and thorough statement must be obtained from every RP, victim, witness, and suspect who 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).
8. 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 documented 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).
9. 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."

10. All supporting documents of the crime or information about the suspect as 10-28s, L1s, rap sheets, medical release forms, sexual assault forms, or elder abuse forms should be completed and attached to the report.
11. The report must contain proper grammar, spelling, and sentence structure.
12. Reports must be clearly written so the facts of the case can be easily understood.
13. Reports must be concise. Repetitive statements and information not relevant to the case should be excluded.

10/02/07

## EXHIBIT "C"

### REDDING POLICE DEPARTMENT

#### POLICE OFFICER PERFORMANCE EVALUATION INSTRUCTIONS

##### INTRODUCTION

The police officer performance package has been designed to establish clear expectations of work performance. The philosophy behind its development centers around the principle that all employees want to do a good job, but need to know what is expected of them to do so. With that goal in mind, performance standards have been drafted describing what is expected of the Redding Police Department's Police Officers.

##### PERFORMANCE STANDARDS

A set of standards has been drafted defining the responsibilities of the police officer. The performance standards have been drafted as specifically as possible, but obviously not so specific that they can only apply to one assignment. Regardless of a specific division, assignment, or job title, certain performance standards are expected to be maintained no matter what the assignment. The performance standards are intended to clearly define these expectations and form the basis from which police officers' performance will be evaluated.

##### PERFORMANCE EVALUATION

The goal of the annual performance evaluation is to document past performance, provide direction for future performance, and increase communication between employees and supervisors.

The evaluation form used to rate a police officer's performance has been designed to reflect each of the performance standard categories. In each category, a police officer can be rated "1- Exceeds Standards," "2 - Meets Standards," or "3 - Below Standards" as the case may be. A checkmark in the rating which most closely represents an officer's performance in each performance category shall be made.

At the top of the first page of the evaluation form, it is important to complete the identifying information requested.

##### RATINGS DEFINED

The following descriptions are supplied to clearly define what type of performance is expected to earn a rating in that category:

1 - Exceeds Standards: Consistently performs beyond established job requirements or contributes beyond current job responsibilities. Produces results of exceptional quality. Demonstrates unusual talent, ability, or expertise.

2 - Meets Job Standards: Consistently fulfills minimum performance standards. Contributes

effectively to City objectives. If new to the job, learning process equals expectations.

3 - 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, learning process does not meet expectations.

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

## COMPENSATION

Police officers of this department are paid within a salary range. Upon initial appointment, an employee is normally paid the lowest wage rate for that classification. Those police officers who receive evaluations indicating they are rated overall "Meets Standards" or "Exceeds Standards" will be advanced to the next scheduled salary step.

Any police officer who is rated as overall "Below Standards" may be denied a salary step increase and/or disciplined as outlined under the City of Redding Discipline Policy.

## STANDARD PERFORMANCE POLICY

Substandard performance hurts the organization by forcing other police officers to carry a greater portion of the day-to-day workload. For these reasons, every attempt will be made to encourage all police officers to perform at a level where all standards are being met and/or exceeded. To this end, two clauses have been added to the evaluation package and apply to all performance standards.

### A. CLAUSE #1:

- If an officer is not meeting the expectations in any single performance element, the supervisor will meet with the officer, through a counseling session, and clarify how the officer is perceived not to be meeting the standard.
- There will be no employees "surprised" with a substandard rating. Written notice shall have occurred with the police officer, describing the deficiency and providing time for correction.
- If the officer's "Below Standards" work is critical enough that the officer's overall rating might be adversely affected, the supervisor will meet with the officer and prepare a Performance Improvement Plan to correct the deficiency. The plan will be in writing.
- If the officer successfully implements the plan to correct performance, the officer will be rated as satisfactory in this element; if not, the officer will get an unsatisfactory rating in that element.

### B. CLAUSE #2:

- If the plan referenced above becomes unattainable, the officer should initiate contact with the supervisor to renegotiate.

## SUPERVISOR RESPONSIBILITY

- Fair and accurate evaluations
- Review all aspects of performance
- Provide honest feedback and suggestions for improvement
- Utilize evaluation process to improve communication

#### USE OF PERFORMANCE PROFILES

- A. When considering the overall rating, all aspects of an officer's performance shall be considered, including field enforcement and productivity, quality, reports, internal and external relations, safety, work habits and professional appearance, equipment use, and maintenance.
- B. Performance profiles are one valid means, among others, of determining officer performance provided that the number of arrests made and/or the number of citations issued by an officer may not be used as the *sole* criteria for promotion, demotion, dismissal, including discipline or reduction in pay, the earning of any benefit provided by the police department, or for the receipt of an overall "Below Standards" rating on any annual performance evaluation.
- C. When evaluating an officer's overall performance, performance profiles shall only be used when all other applicable factors are also considered, including attendance, punctuality, work safety, complaints by citizens, commendations, demeanor, formal training, and professional judgement.
- D. When considering the rating in the "Level of Field Enforcement Activity" element, all aspects of an officer's field enforcement activity shall be considered, including total incidents, total cases, total arrests, total citations, and total FIs.
- E. Officers who, in addition to their normal duties, have special assignments, are expected to maintain a "Meets Standards" or "Exceeds Standards" rating in field enforcement activity level.
- F. Performance profiles will be published by the 25th day of the following month to individual officers to make each officer aware of his/her field enforcement activity level.
- G. Implementation of these expectations shall not result in the establishment of any quota of arrests made and/or citations issued or any other policy requiring a minimum number of arrests made and/or citations issued for any given period of time.

#### EVALUATION REVIEW

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 satisfactory), the employee has the right to have the City Manager review the Performance Evaluation. The employee shall have the right to have an Association Representative present. The City Manager's review and decision relating to the Performance Evaluation will be final. Such appeal to the City Manager must be made within 30 days of the date the employee receives the Performance Evaluation.

## MINIMUM PERFORMANCE STANDARDS

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.

1. The Improvement of Employee Effectiveness - The performance evaluation report will:
  - a. Inform the employee of what is expected of him/her and how well he/she is meeting those expectations.
  - b. Give the employee recognition and reward for good work.
  - c. Measure the employee in terms of job requirements.
  - d. Encourage self-development.
  - e. Serve as a guide for future personnel actions, such as promotions, disciplinary actions, transfers, etc.
  
2. The Improvement of Supervisory Effectiveness - The performance evaluation report will:
  - a. Provide for consistency in application of performance standards and the evaluation of personnel.
  - b. Identify the training needs of subordinates in general and individually.
  - c. Provide the supervisor with a continuous record of the employee's job performance history, which would enhance the quality of annual performance evaluations.
  
3. The Improvement of the Personnel Processes - 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 the reasonableness of established job performance standards. Provide a check on the accuracy of job descriptions, classifications, recruitment, and selection process.
  - d. 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.
  - e. Indicate eligibility for pay step increases.

**POLICE OFFICER  
MINIMUM PERFORMANCE STANDARDS**

**I. FIELD ENFORCEMENT AND PRODUCTIVITY**

- A. Your level of field enforcement activity should be comparable to your 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. Your work effort is focused on the watch priorities as identified by the Watch Commander and/or shift supervisor.
- C. You are expected to identify crime problems, crime trends, and any significant issues occurring on your beat. When possible, you are expected to work on long-term solutions to ongoing problems.
- D. Those officers with specialty assignment functions are expected to actively participate in the special assignment to include assigned duties and training.

**II. QUALITY**

Defined as "handles calls for service with enthusiasm and ensures each case is thoroughly and effectively investigated. All initial investigative steps and appropriate follow-up steps are completed. Commitment to quality demonstrated by the employee."

**III. REPORTS**

You are expected to:

- A. Follow agency format and guidelines, see Attachment "A."
- B. Complete Part I felony reports by end of watch unless approved by supervisor.

At least 90 percent of arrest reports and 80 percent of all other reports must be \*useable upon first submittal to supervisor. This means that no more than 10 percent of arrest reports and 20 percent of all other reports should be returned for correction because of:

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

This standard applies to officers who have been released from formal FTO Program.

\*Useable - easily corrected by a supervisor in the time it normally takes to review and not an error outside the officer's control.

#### IV. INTERNAL RELATIONS

You are expected to conduct your work in a manner which supports the overall group effort. If differences with coworkers and supervisors develop, you are expected to resolve them in a constructive way.

This means you are expected to:

- A. Treat coworkers and supervisors with respect.
- B. Avoid behavior which disrupts work.
- C. Avoid profanity and sarcasm. The use of racial, religious, ethnic, and sexual slurs are prohibited.
- D. When differences develop, handle them constructively by actively trying to resolve or negotiate ways to work together harmoniously.
- E. Adhere to Department policies and procedures.

#### V. EXTERNAL RELATIONS

Recognizing police officers are held to a higher standard of conduct than the average person, you are expected to conduct yourself in a manner likely to foster good citizen relations and support for the agency and not to generate patterns of sustained complaints.

This means you are expected to:

- A. Treat citizens with respect.
- B. Refuse to accept gratuities.
- C. Avoid profanity and sarcasm. The use of racial, religious, ethnic, and sexual slurs are prohibited.

#### VI. SAFETY

You are expected to conduct your work in a manner which is most likely to protect you and others from harm and facilities and equipment from damage.

This means you are expected to:

- A. Following Department policy and procedures in the use of vehicles and equipment.
- B. Follow Department policy in the use of firearms and other defensive weapons.
- C. Adhere to tactical procedures.
- D. Follow Department handcuffing procedures.
- E. Follow Department radio communications procedures.

#### VII. WORK HABITS AND PROFESSIONAL APPEARANCE

You are expected to adhere to a productive work ethic and present a neat and professional

image.

This means you will be expected to:

- A. Report to work on time, arrive at the beginning of roll call in uniform, ready for duty.
- B. Be on the street as soon as possible after briefing unless approved otherwise by a supervisor .
- C. Assure Code 7s do not exceed 30 minutes, excluding reasonable travel time after clearance. Coffee breaks (2) are not to exceed 20 minutes each, excluding reasonable travel time after clearance. Code 7 and break locations must be given to dispatch upon arrival.
- D. Answer your radio when called. Dispatch should have your location and status.
- E. Remain in field until ten minutes before end of shift, but available to end of shift. Exceptions to be cleared with supervisor.
- F. Complete assignments and projects by due date or renegotiate with your supervisor in advance.
- G. Meet or exceed minimum standards of uniform and grooming policy.
- H. Notify supervisor at the point of shift when overtime is going to be needed. Overtime may not be granted unless you receive prior authorization.
- I. Citizen phone calls are to be attempted to be returned as soon as possible.
- J. Maintain Department-provided mail slots in useable condition.

- K. Maintain personal area of responsibility in locker room, gym, report room, and squad room in a neat condition.
- L. Follow the chain of command.
- M. Use sick leave only for legitimate medical reasons.
- N. Manage time effectively.

#### VIII. EQUIPMENT USE AND MAINTENANCE

You are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance.

This means you 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 at the start and end of 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. Maintain firearms and leather gear in clean, good, working condition, and immediately report damage or malfunction to your supervisor.
- F. Return equipment used to its proper location.
- G. Report damage to any Department equipment while it is in your possession.
- H. Upon discovery, report any lost or stolen Department equipment.

**INVESTIGATOR  
MINIMUM PERFORMANCE STANDARDS**

I. QUANTITY OF WORK

- A. Your level of activity should be comparable to your 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. The majority of your efforts should be directed toward clearance of the cases assigned to you.
- C. Those investigators with specialty assignment functions are expected to actively participate in the special assignment to include assigned duties and training.

II. CASE MANAGEMENT

- A. You will properly manage the cases assigned to you, 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 your ability to manage your caseload.

III. QUALITY

Defined as "handles assignments with enthusiasm and ensures each case is thoroughly and effectively investigated. All initial investigative steps and appropriate follow-up steps are completed. Commitment to quality demonstrated by the employee."

IV. PLANNING

You are expected to:

- A. Identify crime trends, determine MOs and crime problems of a geographical nature.
- B. Develop tactical plans intended to address the crime trends and identified MOs.
- C. Develop informant information on your cases, intelligence information regarding gangs, potential gangs, and drug information.

V. JOB KNOWLEDGE

You are expected to:

- A. Develop a working knowledge in areas such as, but not limited to, in-house computer programs, writing search warrants, interview and interrogation skills, case law, or surveillance techniques.

VI. REPORTS

You are expected to:

- A. Follow agency format and guidelines, see Attachment "A," including:

At least 90 percent of arrest reports and 80 percent of all other reports must be "useable" upon first submittal to supervisor. This means no more than 10 percent of arrest reports and 20 percent of all other reports should be returned for correction because of:

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

- B. Case follow-up supplement should be completed within 20 calendar days unless a supervisor agrees to an extension.

- C. Make sure requested follow-up is completed in a timely manner or by due date.

\*Useable - easily corrected by a supervisor in the time it normally takes to review and not an error outside the officer's control.

VII. INTERNAL RELATIONS

You are expected to conduct your work in a manner which supports the overall group effort. If differences with coworkers, supervisors, or outside agencies develop, you are expected to resolve them in a constructive way.

This means you are expected to:

- A. Treat coworkers and supervisors with respect.
- B. Avoid behavior which disrupts work.
- C. Avoid profanity and sarcasm. The use of racial, religious, ethnic, and sexual slurs are prohibited.
- D. When differences develop, handle them constructively by actively trying to resolve or negotiate ways to work together harmoniously.

- E. Develop and maintain positive working relationships with allied agencies, i.e., District Attorney's Office, Sheriff's Office, Anderson Police Department, California Highway Patrol, Probation, Parole, etc.
- F. Maintain flexibility within the unit to assist any subunit when the need arises.
- G. Adhere to Department policies and procedures.

VIII. EXTERNAL RELATIONS

Recognizing police officers are held to a higher standard of conduct than the average person, you are expected to conduct yourself in a manner likely to foster good citizen relations and support for the agency and not to generate patterns of sustained complaints.

This means you are expected to:

- A. Treat citizens with respect.
- B. Refuse to accept gratuities.
- C. Avoid profanity and sarcasm. The use of racial, religious, ethnic, and sexual slurs are prohibited.
- D. Be aware of victim's rights and emotional well being while conducting your investigation, and remain sensitive to the needs of the victim.
- E. Be informed, knowledgeable, and supportive of the existing local services and programs for victims.
- F. Advise victims of violent crimes periodically of the status and closing of investigations.

IX. SAFETY

You are expected to conduct your work in a manner which is most likely to protect you and others from harm and facilities and equipment from damage.

This means you are expected to:

- A. Follow Department policy and procedures in the use of vehicles and equipment.
- B. Follow Department policy in the use of firearms and other defensive weapons.
- C. Adhere to tactical procedures.
- D. Follow Department handcuffing procedures.
- E. Follow Department radio communications procedures.
- F. Wear appropriate raid jacket/vest and protective body armor on search warrants or other hazardous situations.
- G. Advise dispatch of your location or when on a pager.

X. WORK HABITS AND PROFESSIONAL APPEARANCE

You are expected to adhere to a productive work ethic and present a neat and professional image.

This means you are expected to:

- A. Maintain a schedule approved by your supervisor.
- B. Code 7 not to exceed 1 hour, including reasonable travel time. Coffee breaks (2) are not to exceed 20 minutes each, including reasonable travel time, or one 30 minute.
- C. Check Department mail folder daily for messages.
- D. Keep supervisor informed of any extra projects or details you may be working, i.e., speaking engagements, schools, Women's Refuge, etc.
- E. Complete assignments and projects by due date or renegotiate with your supervisor in advance.
- F. Meet or exceed minimum standards of uniform and grooming policy.
- G. Notify supervisor at the point of shift when overtime is going to be needed. Overtime may not be granted unless you receive prior authorization.
- H. Citizen phone calls are to be attempted to be returned as soon as possible.
- I. Maintain Department-provided mail slots in useable condition.
- J. Maintain area of responsibility in locker room, gym, and office in a neat condition.
- K. Complete accurate time card on time.
- L. Follow the chain of command.
- M. Use sick leave only for legitimate medical reasons.
- N. Manage time effectively.
- O. Follow division procedures and expectations.

#### XI. EQUIPMENT USE AND MAINTENANCE

You are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance.

This means you 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. Lock vehicle when leaving it in public areas unless officer safety dictates otherwise.
- D. Maintain firearms in clean, good, working condition and immediately report damage or malfunction to your supervisor.

- E. Return equipment used to its proper location.
- F. Report damage to any Department equipment while it is in your possession.
- G. Keep your assigned vehicle's maintenance up-to-date.
- H. Advise the shop of any mechanical defects.
- I. Maintain vehicle exterior and interior.
- J. If any new equipment is needed, advise your supervisor of its need.
- K. Keep your assigned radio charged.
- L. Maintain assigned equipment in good working condition.
- M. Upon discovery, report any lost or stolen Department equipment.

**NEIGHBORHOOD POLICE OFFICER AND  
SCHOOL RESOURCE OFFICER  
MINIMUM PERFORMANCE STANDARDS**

**I. FIELD ENFORCEMENT AND PRODUCTIVITY**

- A. Your level of field enforcement activity should be comparable to your 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. Your self-initiated activities should include, but not be limited to, POP projects, directed patrols, parole/probation searches, and consent searches.
- C. Your work effort is focused on monitoring and completing projects as identified by the Watch Commander and/or shift supervisor.
- D. You are expected to identify crime problems, crime trends, and any significant issues occurring in your assigned area of responsibility. When possible, you are expected to work on long-term solutions to ongoing problems.
- E. Those officers with specialty assignment functions are expected to actively participate in the special assignment to include assigned duties and training.
- F. You are expected to work with students to promote a positive role model.
- G. You are expected to properly assess criminal activity on school campus and take appropriate action based on the situation.

**II. PROJECT AND CASE MANAGEMENT**

- A. You will properly manage the project/cases assigned to you which include:
  - 1. Project/case prioritization, working the most critical cases first based on solvability factors or supervisory direction.
  - 2. Maintaining project/case files which contain case documentation, notes, reports, and any other materials pertinent to the investigation.
  - 3. Keeping supervisors apprised of project/case status, issues which arise that reflect on the Department (positively or negatively), and any problems affecting your ability to manage your workload.

### III. QUALITY

Defined as "handles calls for service with enthusiasm and ensures each case is thoroughly and effectively investigated. All initial investigative steps and appropriate follow-up steps are completed. Commitment to quality demonstrated by the employee."

### IV. PLANNING

You are expected to:

- A. Cooperate and assist code enforcement by identifying problem houses, apartments, and motels.
- B. Actively develop citizen informants to gain intelligence.
- C. Establish an effective relationship with school officials to organize and plan your week.
- D. Work with school officials and the Investigations Division to address gang issues.

### V. JOB KNOWLEDGE

You are expected to:

- A. Develop a working knowledge in areas such as, but not limited to, in-house computer programs, writing search warrants, interview and interrogation skills, case law, or surveillance techniques.

### VI. REPORTS

You are expected to:

- A. Follow agency format and guidelines, see Attachment "A."
- B. Complete Part I felony reports by end of watch unless approved by supervisor.

At least 90 percent of arrest reports and 80 percent of all other reports must be \*useable upon first submittal to supervisor. This means no more than 10 percent of arrest reports and 20 percent of all other reports should be returned for correction because of:

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

This standard applies to officers who have been released from formal FTO Program.

\*Useable - easily corrected by a supervisor in the time it normally takes to review and not an error outside the officer's control.

VII. INTERNAL RELATIONS

You are expected to conduct your work in a manner which supports the overall group effort. If differences with coworkers and supervisors develop, you are expected to resolve them in a constructive way.

This means you are expected to:

- A. Treat coworkers and supervisors with respect.
- B. Avoid behavior which disrupts work.
- C. Avoid profanity and sarcasm. The use of racial, religious, ethnic, and sexual slurs are prohibited.
- D. When differences develop, handle them constructively by actively trying to resolve or negotiate ways to work together harmoniously.
- E. Adhere to Department policies and procedures.

VIII. EXTERNAL RELATIONS

Recognizing police officers are held to a higher standard of conduct than the average person, you are expected to conduct yourself in a manner likely to foster good citizen relations and support for the agency and not to generate patterns of sustained complaints.

This means you are expected to:

- A. Treat citizens with respect.
- B. Refuse to accept gratuities.
- C. Avoid profanity and sarcasm. The use of racial, religious, ethnic, and sexual slurs are prohibited.

IX. SAFETY

You are expected to conduct your work in a manner which is most likely to protect you and others from harm and facilities and equipment from damage.

This means you are expected to:

- A. Following Department policy and procedures in the use of vehicles and equipment.
- B. Follow Department policy in the use of firearms and other defensive weapons.
- C. Adhere to tactical procedures.
- D. Follow Department handcuffing procedures.
- E. Follow Department radio communications procedures.

X. WORK HABITS AND PROFESSIONAL APPEARANCE

You are expected to adhere to a productive work ethic and present a neat and professional image.

This means you are expected to:

- A. Report to work on time, arrive at the beginning of roll call in uniform, ready for duty.
- B. Be on the street as soon as possible after briefing unless approved otherwise by supervisor.
- C. Assure Code 7s do not exceed 30 minutes, excluding reasonable travel time after clearance. Coffee breaks (2) are not to exceed 20 minutes each, excluding reasonable travel time after clearance. Code 7 and break locations must be given to dispatch upon arrival.
- D. Answer your radio when called. Dispatch should have your location and status.
- E. Remain in field until ten minutes before end of shift, but available to end of shift. Exceptions to be cleared with supervisor.
- F. Complete assignments and projects by due date or renegotiate with your supervisor in advance.
- G. Meet or exceed minimum standards of uniform and grooming policy.
- H. Notify supervisor at the point of shift when overtime is going to be needed. Overtime may not be granted unless you receive prior authorization.
- I. Citizen phone calls are to be attempted to be returned as soon as possible.
- J. Maintain Department-provided mail slots in useable condition.
- K. Maintain personal area of responsibility in locker room, gym, report room, and squad room in a neat condition.
- L. Follow the chain of command.

- M. Use sick leave only for legitimate medical reasons.
- N. Manage time effectively.

XI. EQUIPMENT USE AND MAINTENANCE

You are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance.

This means you are 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 at the start and end of 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. Maintain firearms and leather gear in clean, good, working condition, and immediately report damage or malfunction to your supervisor.
- F. Return equipment used to its proper location.
- G. Report damage to any Department equipment while it is in your possession.
- H. Upon discovery, report any lost or stolen Department equipment.

## REDDING POLICE DEPARTMENT

### CORPORAL PERFORMANCE EVALUATION INSTRUCTIONS

#### INTRODUCTION

The corporal performance package has been designed to establish clear expectations of work performance. The philosophy behind its development centers around the principle that all employees want to do a good job, but need to know what is expected of them to do so. With that goal in mind, performance standards have been drafted describing what is expected of the Redding Police Department's Corporals.

#### PERFORMANCE STANDARDS

A set of standards has been drafted defining the responsibilities of the corporal. The performance standards have been drafted as specifically as possible, but obviously not so specific that they can only apply to one assignment. Regardless of a specific division, assignment, or job title, certain performance standards are expected to be maintained no matter what the assignment. The performance standards are intended to clearly define these expectations and form the basis from which corporals' performance will be evaluated.

#### PERFORMANCE EVALUATION

The goal of the annual performance evaluation is to document past performance, provide direction for future performance, and increase communication between employees and supervisors.

The evaluation form used to rate a corporal's performance has been designed to reflect each performance standard category. In each category, a corporal can be rated "1 - Exceeds Standards," "2 - Meets Standards," or "3 - Below Standards" as the case may be. A checkmark in the rating which most closely represents an officer's performance in each performance category shall be made.

At the top of the first page of the evaluation form, it is important to complete the identifying information requested.

#### RATINGS DEFINED

The following descriptions are supplied to clearly define what type of performance is expected to earn a rating in that category:

- 1 - Exceeds Standards: Consistently performs beyond established job requirements or contributes beyond current job responsibilities. Produces results of exceptional quality. Demonstrates unusual talent, ability, or expertise.
- 2 - Meets Job Standards: Consistently fulfills minimum performance standards. Contributes effectively to City objectives. If new to the job, learning process equals expectations.
- 3 - 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, learning process does not meet expectations.

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

#### STANDARD PERFORMANCE POLICY

Substandard performance hurts the organization by forcing other corporals to carry a greater portion of the day-to-day workload. For these reasons, every attempt will be made to encourage all corporals to perform at a level where all standards are being met and/or exceeded. To this end, two clauses have been added to the evaluation package and apply to all performance standards.

##### A. CLAUSE #1:

- If the corporal is not meeting the expectations in any single performance element, the supervisor will meet with the corporal, through a counseling session, and clarify how the corporal is being perceived not to be meeting the standard.
- There will be no employees "surprised" with a substandard rating. Written notice shall have occurred with the corporal, describing the deficiency and providing time for correction.
- If the corporal's "Below Standards" work is critical enough that the corporal's overall rating might be adversely affected, the supervisor will meet with the corporal and prepare a Performance Improvement Plan to correct the deficiency. The plan will be in writing.
- If the corporal successfully implements the plan to correct performance, the corporal will be rated as satisfactory in this element; if not, the corporal will get an unsatisfactory rating in that element.

##### B. CLAUSE #2:

- If the plan referenced above becomes unattainable, initiate contact with the supervisor to renegotiate.

#### SUPERVISOR RESPONSIBILITY

- Fair and accurate evaluations
- Review all aspects of performance
- Provide honest feedback and suggestions for improvement
- Utilize evaluation process to improve communication

#### EVALUATION REVIEW

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 satisfactory), the employee has the right to have the City Manager review the Performance Evaluation. The employee shall have the right to have an Association Representative present. The City Manager's review and decision relating to the Performance Evaluation will be final. Such appeal to the City Manager must be made within 30 days of the date the employee receives the Performance Evaluation.

**CORPORALS  
MINIMUM PERFORMANCE STANDARDS**

I. SUPERVISION

A. Performance Management and Control

You will receive a satisfactory rating in performance management and controls if, under the direction of your shift sergeant, you assure the following condition exists:

- If any employee is not meeting minimum standards, you have, with your supervisor's input and/or recommendations, initiated a corrective action plan.

Your responsibility in the areas of performance management and control shall extend to all on-duty time, whether in the capacity of shift supervisor or when detailed with beat responsibility.

Disagreements with policy are aired with your supervisor, along with recommendations for improvement.

B. Cost Control

Corporals will be held accountable for controlling and minimizing the use of overtime by those employees under their control.

II. EMPLOYEE DEVELOPMENT

You are expected to:

Work in cooperation with your sergeant to develop and implement training plans and respond to employee needs.

III. PROBLEM SOLVING

You are expected to:

A. Take proactive measures to prevent problems from occurring. Implement and manage prevention programs at the direction of your sergeant or watch commander.

B. Be responsive and initiate action when problems arise. The corporals will identify problems and develop plans for correction, working closely with the shift sergeant.

Implement according to plan and criteria agreed upon.

C. Reporting: The Corporal will report unusual occurrences, major incidents, personnel problems, and community sensitive issues to the shift sergeant or watch commander.

IV. PROJECTS/SPECIAL ASSIGNMENTS

You are expected to:

A. Readily accept assignments and projects outside normal job responsibilities.

B. Proactively initiate projects to improve the organization.

C. Meet agreed-upon time lines.

V. FIELD ENFORCEMENT

- A. Your level of activity should be comparable to your 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. Your work effort is focused on the watch priorities as identified by the Watch Commander and/or shift supervisor.
- C. You are expected to identify crime problems, crime trends, and any significant issues occurring on your beat. When possible, you are expected to work on long-term solutions to ongoing problems.
- D. Those Corporals with specialty assignment functions are expected to actively participate in the special assignment to include assigned duties and training.

VI. QUALITY

Defined as "handles assignments with enthusiasm and ensures each case is thoroughly and effectively investigated. All initial investigative steps and appropriate follow-up steps are completed. Commitment to quality demonstrated by the employee."

VII. REPORTS

You are expected to:

- A. Follow agency format and guidelines, see Attachment "A."
- B. Complete Part I Felony reports by end of watch unless approved by supervisor.

At least 90 percent of arrest reports and 80 percent of all other reports must be \*useable upon first submittal to supervisor. This means that no more than 10 percent of arrest reports and 20 percent of all other reports should be returned for correction because of:

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

This standard applies to officers who have been released from formal FTO Program.

\*Useable - easily corrected by a supervisor in the time it normally takes to review and not an error outside the officer's control.

VIII. INTERNAL AND EXTERNAL RELATIONS

- A. Internal Relations

You are expected to conduct your work in a manner which supports the overall group effort. If differences with coworkers and supervisors develop, you are expected to resolve them in a constructive way.

This means you are expected to:

1. Treat coworkers and supervisors with respect.
2. Avoid behavior which disrupts work.
3. Avoid profanity and sarcasm. The use of racial, religious, ethnic, and sexual slurs are prohibited.
4. When differences develop, handle them constructively by actively trying to resolve or negotiate ways to work together harmoniously.
5. Give subordinates an avenue in which to make suggestions, register complaints, seek guidance, etc.
6. Provide a timely response to employee needs.
7. Adhere to Department policies and procedures.

B. External Relations

Recognizing police officers are held to a higher standard of conduct than the average person, you are expected to conduct yourself in a manner likely to foster good citizen relations and support for the agency and not to generate patterns of sustained complaints.

This means you are expected to:

1. Treat citizens with respect.
2. Refuse to accept gratuities.
3. Avoid profanity and sarcasm. The use of racial, religious, ethnic, and sexual slurs are prohibited.
4. Make yourself readily available to accept citizens' complaints or suggestions, and follow Department procedures to effectively deal with such information.

IX. SAFETY

You are expected to conduct your work in a manner which is most likely to protect you and others from harm and facilities and equipment from damage.

This means you are expected to:

- A. Follow Department policy and procedures in the use of vehicles and equipment.
- B. Follow Department policy in the use of firearms and other defensive weapons.
- C. Adhere to tactical procedures.
- D. Follow Department handcuffing procedures.
- E. Follow Department radio communications procedures.

X. WORK HABITS AND PROFESSIONAL APPEARANCE

You are expected to adhere to a productive work ethic and present a neat and professional image.

This means you are expected to:

- A. Report to work on time, arrive at the beginning of roll call in uniform ready for duty.
- B. Be on the street as soon as possible after briefing unless approved otherwise by supervisor.
- C. Assure Code 7s do not exceed 30 minutes, excluding reasonable travel time after clearance. Coffee breaks (2) are not to exceed 20 minutes each, excluding reasonable travel time after clearance. Code 7 and break locations must be given to dispatch upon arrival.
- D. Answer your radio when called. Dispatch should have your location and status.
- E. Remain in field until ten minutes before end of shift, but available to end of shift. Exceptions to be cleared with supervisor.
- F. Complete assignment and projects by due date or renegotiate with your supervisor in advance.
- G. Meet or exceed minimum standards of uniform and grooming policy.

- H. Notify supervisor at the point of shift when overtime is going to be needed.
- I. Citizen phone calls are to be attempted to be returned as soon as possible.
- J. Maintain Department-provided mail slots in useable condition.
- K. Maintain personal area of responsibility in locker room, gym, report room, and squad room in a neat condition.
- L. Complete accurate payroll report.
- M. Follow the chain of command.
- N. Use sick leave only for legitimate medical reasons.
- O. Manage time effectively.
- P. Wear assigned pager to increase availability and improve communication.

XI. FACILITIES AND EQUIPMENT MANAGEMENT

Corporals, when supervising a shift, are expected to:

- A. Investigate suspected/known abuse and/or loss of equipment and initiate action to correct the problem.
- B. Report malfunctions and/or damage to mechanical, electric, plumbing, structural equipment in the building, during your shift. Inform your sergeant/watch commander as necessary.

XII. EQUIPMENT USE AND MAINTENANCE

You are expected to use and care for Department equipment in a manner most likely to ensure good working order and appearance.

This means you 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 at the start and end of shift and report damage or deficiencies to supervisor on appropriate forms.
- D. Lock vehicle when leaving it in public areas unless officer safety dictates otherwise.
- E. Maintain firearms and leather gear in clean, good, working condition and immediately report damage or malfunction to your supervisor.
- F. Return equipment used to its proper location.
- G. Report damage to any Department equipment while it is in your possession.
- H. Upon discovery, report any lost or stolen Department equipment.

## 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, AKAs 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, AKAs if any, sex/race, DOB, current street address, current home phone, and current business phone if available.
4. Suspect information shall contain the following information if available: Last name, first name, middle name, AKAs 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.
5. In cases such as Missing Persons or Runaway Juveniles where victim information is critical, the following should be included on the face page as is required for a suspect: Last name, first name, middle name, AKAs 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.
6. 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.
7. A complete and thorough statement must be obtained from every RP, victim, witness, and suspect who 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).
8. 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 documented 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).
9. 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."
10. All supporting documents of the crime or information about the suspect as 10-28s, L1s, rap sheets, medical release forms, sexual assault forms, or elder abuse forms should be completed and attached to the report.
11. The report must contain proper grammar, spelling, and sentence structure.

12. Reports must be clearly written so the facts of the case can be easily understood.
13. Reports must be concise. Repetitive statements and information not relevant to the case should be excluded.

10/02/07

**CITY OF REDDING ALTERNATIVE EVALUATION FORM**  
**REDDING POLICE DEPARTMENT**

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"

**BINDING CONTRACT FOR REIMBURSEMENT  
OF HIRING AND TRAINING EXPENSES**

WHEREAS, the Applicant identified below acknowledges that the City of Redding will incur substantial expenses in the process of training the undersigned to be a commissioned police officer, and

WHEREAS, it is acknowledged that should a police officer voluntarily leave the department and accept another law enforcement related position within two (2) years of separation from City service, the employee will be responsible for pro rata reimbursement for hiring and training expenses. The definition of completion of departmental training as used in this agreement is completion of the field training officer program; however, based upon good cause, the Chief of Police shall have the authority to waive this provision. The definition of good cause should be at the sole discretion of the Chief of Police.

NOW, THEREFORE, it is hereby agreed as follows:

1. Reimbursement Obligation. I, \_\_\_\_\_, hereafter "the Applicant" in consideration of the agreement by the City of Redding Police Department, hereinafter "the Department," to provide me with formal police training, which may include police academy training and/or field training under the supervision of experienced Departmental Field Training Officers, do hereby agree that in the event my employment with the Department ceases due to any cause other than "termination" as defined below, within twenty-four (24) months from commencement of full-time service as a police officer subsequent to completion of the period of field training and I accept employment with another law enforcement agency within two (2) years from the date of such cessation, I will reimburse the Department for all expenses incurred in connection with my hiring and training.

2. Definition of "Termination." Termination as used in this Agreement shall mean any discontinuance of the Applicant's employment initiated by the Department.

3. Calculation of Reimbursement Obligation. The reimbursement obligation shall consist of the sum of all amounts, net of POST reimbursement, expended by the Department in connection with hiring and training the Applicant.

4. Credit for Continuous Employment. Credit for service rendered will be given against the reimbursement obligation at the rate of one-twenty-fourth of the total reimbursement obligation for each month of continuous full-time employment subsequent to completion of the field training period. Any absence from work due to illness, non-duty related injury, or other cause for a period greater than two weeks shall be excluded from the period of service for which credit will be given.

5. Terms of Repayment. Complete payment of the reimbursement obligation shall be made within twenty-four (24) months of acceptance of employment with another law enforcement agency in monthly installments of no less than one-twenty-fourth of the total reimbursement obligation, commencing on the first day of the month following the month during which such employment occurs, and payable on or before the first of each month thereafter. The Applicant agrees that in the event of his/her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the reimbursement obligation then remaining unpaid shall immediately become due and payable. The Applicant further agrees that in the event the Department incurs legal fees, court costs or attorney fees, or other costs of collection in an effort to collect any delinquent sums owing pursuant to this Agreement, the Applicant will pay such expenses in addition to the portion of the reimbursement obligation then due.

6. Acknowledgment of Receipt/Waiver of Right to Independent Legal Advice. I understand that I have the right to have this document examined by an attorney of my choosing and to discuss its terms with my attorney prior to signing it.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Attorney of Applicant

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Applicant

EXHIBIT "E"

**REDDING POLICE DEPARTMENT**

**SUBSTANCE ABUSE POLICY**

## SUBSTANCE ABUSE POLICY

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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. Marijuana is not considered prescription medication for purposes of this section.
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. The use or possession of marijuana, hashish, and/or concentrated cannabis in any form, except in the performance of the employee's work-related responsibilities, is prohibited and considered serious misconduct. This includes whether or not these substances have been recommended to the employee as having medicinal value by a medical professional or whether or not such recommendation might provide an affirmative defense to a criminal charge under California state law.

6. 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.
7. 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.

- i. Reasonable suspicion for testing means suspicion based on specific personal observation of two (2) supervisors, unless only one supervisor is practically available. (For this purpose, supervisor shall be defined as an

employee of the rank of Corporal or above.) 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 articulate 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 is 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 Manager 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 Office 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 Manager (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 Office under the custodianship of the Personnel Manager.
- 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.
- E. 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**

Drug or Drug Class	Initial Test		Confirmation Test	
	Method	CutOff	Method	CutOff
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***

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**RELEASE OF INFORMATION  
CONSENT TO DRUG TESTING**

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I, \_\_\_\_\_, do hereby give my consent to CITY's CONTRACT VENDOR, hereinafter referred to as VENDOR, to perform urinalysis on me for the presence of certain drugs and/or alcohol. I further authorize VENDOR 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

**LIST OF EMPLOYEES WHO HAVE  
HISTORICALLY ESTABLISHED SENIORITY DATES**

	<b>NAME</b>	<b>SENIORITY DATE</b>
<b>1</b>	<b>Phillip Eoff</b>	<b>June 30, 1986</b>
<b>2</b>	<b>Linda Giske</b>	<b>January 9, 1995</b>
<b>3</b>	<b>Brian Barner</b>	<b>January 6, 1997</b>
<b>4</b>	<b>Brian Berg</b>	<b>January 12, 1998</b>
<b>5</b>	<b>Luke Blehm</b>	<b>August 2, 1998</b>
<b>6</b>	<b>Todd Cogle</b>	<b>January 3, 1999</b>
<b>7</b>	<b>Kristen Fredrick</b>	<b>January 4, 1999</b>
<b>8</b>	<b>Kip Kinneavy</b>	<b>January 2, 2001</b>
<b>9</b>	<b>Christopher Hunt</b>	<b>January 3, 2003</b>
<b>10</b>	<b>Levi Solada</b>	<b>January 5, 2003</b>
<b>11</b>	<b>Jacob Provencio</b>	<b>January 3, 2005</b>