

NOPD CONSENT DECREE MONITOR
NEW ORLEANS, LOUISIANA



October 28, 2015

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File Number: 37PA-191555

VIA ELECTRONIC MAIL (tafaverill@nola.gov)

Deputy Superintendent Timothy Averill
Compliance Bureau, New Orleans Police Department
714 Broad Street
New Orleans, LA 70119

RE: Amended Chapter 52.2, Negotiated Settlement Agreement

Dear Superintendent Averill:

This letter constitutes confirmation that the Office of Consent Decree Monitor ("OCDM") has reviewed and provided comments on amended Chapter 52.2, Negotiated Settlement Agreement. The OCDM has no objection to the policy as revised.

We believe that the amended Chapter 52.2, Negotiated Settlement Agreement, incorporates all requirements of the Consent Decree and sets forth clear and appropriate rules to guide officer conduct. We will continue to assess the adequacy of this policy following its implementation. If we identify any concerns following implementation, we will present those concerns to you and the Department of Justice. Additionally, we note that, pursuant to the Consent Decree, NOPD has agreed to review and revise policies and procedures as necessary upon notice of a significant policy deficiency. We also note NOPD's obligation to review this policy after a year of implementation to ensure it "provides effective direction to NOPD personnel and remains consistent with the Agreement, best practices, and current law." Consent Decree at ¶ 18.

We appreciate your team's effort, cooperation, and responsiveness throughout this process.

Very truly yours,

David Douglass
For SHEPPARD MULLIN RICHTER & HAMPTON LLP*
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WASHINGTON, DC 20006

CC: HONORABLE SUSIE MORAN (VIA ELECTRONIC MAIL)
EMILY GUNSTON, DEPARTMENT OF JUSTICE (VIA ELECTRONIC MAIL)

Office of the Consent Decree Monitor

* Appointed By Order Of The U.S. District Court For The Eastern District of Louisiana



NEW ORLEANS POLICE DEPARTMENT OPERATIONS MANUAL

CHAPTER: 52.2

TITLE: NEGOTIATED SETTLEMENT AGREEMENTS

EFFECTIVE:

REVISED:

PURPOSE

The purpose of this policy is to define the use of a Negotiated Settlement Agreement (NSA) that allows for a more efficient resolution of an alleged misconduct violation without a formal hearing and applies consistency in the application of corrective action.

POLICY STATEMENT

1. Misconduct allegations do not require extensive investigation and adjudication when clear evidence demonstrates a violation and the accused member does not contest the allegations. In such cases, a negotiated settlement can provide a more efficient, timely resolution that uses minimal Department resources. It is beneficial to all parties involved to resolve complaints as quickly as possible, without sacrificing the goals of the corrective action or disciplinary process.
2. Negotiated Settlement Agreements are not a “right” or “entitlement.” At any point prior to the final approval by the Superintendent, the matter can be handled through the formal investigation process.

DEFINITIONS

For purposes of this Chapter, the following terms are defined as:

Definitions relevant to this Chapter include:

Criteria for NSA Eligibility Schedule—A guide to be used by management in determining if the violation is appropriate for consideration under the Negotiated Settlement Agreement process (see Appendix).

Minor Violation—An infraction, or set of infractions, that is (1) subject to discipline of reprimand to a maximum of a ten-day suspension as categorized within the Penalty Schedule listing under PR 1021; and (2) listed in the Criteria for NSA Eligibility Schedule included within the Appendix.

Penalty Schedule—A guide to be used by management in determining the appropriate discipline to impose by type of violation committed (See PR 1021).

Presentation Meeting—The first meeting, scheduled by the initiating Bureau and held as soon

as practical but no more than five (5) calendar days after receipt of the Public Integrity Bureau Disciplinary Resolution Form #302.

Public Integrity Bureau Disciplinary Resolution Form (Form #302)—Official Departmental form used to negotiate the settlement process for violations of the policies, rules or procedures of the Department, when job performance may have adversely affected the personal and property rights of others.

Rank Initiated Complaint—An alleged violation reported by an NOPD supervisor.

Reflection Period—A period of reflection during which the employee has up to five (5) calendar days to consider the findings and recommended sanction after being presented with the facts.

Settlement Agreement—An agreement between the employee and the Department to settle the complaint without the need for further investigation.

Settlement Meeting—The second and final meeting, occurring after the Presentation Meeting and a Reflection Period, where an employee, having been presented with the Public Integrity Bureau Disciplinary Resolution Form #302 makes a selection of the negotiated penalty or a disciplinary investigation.

Waiver—A written document wherein an employee voluntarily relinquishes a right or privilege otherwise provided for in established policy, rules or procedure.

ELIGIBILITY AND SCOPE

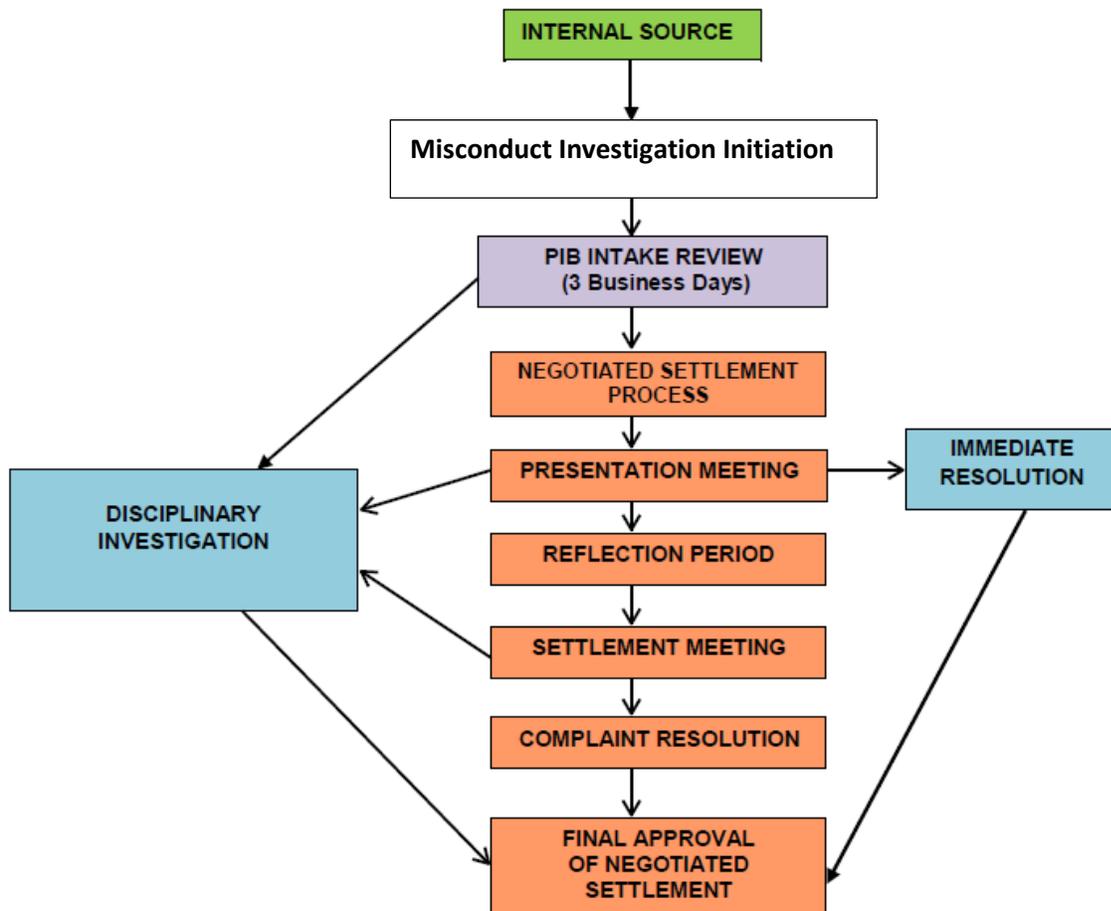
3. For an accused employee to be eligible for negotiated settlement, the alleged violation must be minor. For purposes of this Chapter, a minor violation is defined as an infraction or set of infractions that are subject to discipline of a letter of reprimand to a maximum of ten days' suspension as categorized within the penalty schedule listed in PR 1021 and listed in the eligibility schedule listed in the Appendix. Complaints initiated by citizens shall not be eligible for negotiated settlement. Complaints eligible for negotiated settlement include rank initiated complaints in which:
 - (a) A minor violation is alleged that is listed in the Appendix; or
 - (b) The alleged violation relates only to the use, misuse or failure to use a body-worn camera.

NECESSITY OF TRUTHFULNESS

4. The Negotiated Settlement Agreement process cannot be used or function without the complete and unwavering truthful admission of the employee. Employees are required to be honest and truthful at all times in their spoken, written or electronic communications. Employees shall truthfully answer all questions directed to them on the order of the Superintendent of Police, the Superintendent's designee, superior officer or any judicial, departmental, or other official investigative body.

PARTICIPATION IN NSA PROCESS

5. To participate in the Negotiated Settlement Agreement process, officers shall agree to a 60-day extension of time per LA.R.S. 40:2531(B)(7) by affixing their signature(s) along with the signature of their Division-level Commander on the Civil Service Extension Request Form # 304.



COMPLETION OF FORM

FORM COMPLETION	PIB REVIEW	PRESENTATION MEETING	SETTLEMENT MEETING (after reflection period)	EXTENSION – EXTRAORDINARY CIRCUMSTANCES	TIME FRAME FOR COMPLETION (Report to Resolution by Settlement)
Without undue delay at completion of investigation	3 Business Days	No more than 5 calendar days after completion of an approved form.	On or before the 5 th calendar day from the Presentation Meeting	Up to 10 additional calendar days with the approval of the Bureau Chief	Ten (10) calendar days. (Maximum 20 days with extraordinary circumstances)

6. Upon initiation of a formal investigation, the Public Integrity Bureau will determine if the alleged violation fits the criteria to be considered for the Negotiated Settlement Agreement process. If the alleged violation fits the criteria, the PIB Supervisor will be responsible for completing Part 1 of the Public Integrity Bureau Disciplinary Resolution Form #302, and attaching this form to the Misconduct Investigation Initiation form.

7. Upon approval of the Public Integrity Bureau Disciplinary Resolution Form #302 by the Commander of PIB, or his/her designee, it will be routed to the accused member's Bureau Liaison with the Misconduct Investigation Initiation form and the member's PIB Short Form (i.e., discipline summary).

PRESENTATION MEETING

8. The employee's Division-level Commander shall be responsible for conducting a meeting with the employee to present the allegations or findings of the investigation and a proposed resolution. This is known as the Presentation Meeting.
9. The Presentation Meeting shall be held as soon as practical but no more than 5 calendar days from receipt of the Misconduct Investigation Initiation form, the Public Integrity Bureau Disciplinary Resolution Form #302 and PIB Short Form by the Division-level Commander. The 5 calendar day timeline begins upon receipt of the Public Integrity Bureau Disciplinary Resolution Form #302 from the Bureau liaison. This 5 calendar day period gives time to provide ample notice to the accused employee in order to identify and secure the attendance of counsel or employee representative and to be fully prepared to discuss the matter. [The availability of an employee representative or counsel should not cause an unreasonable delay (5 days barring the request for extension) for the Presentation Meeting or any meeting]. The accused officer shall be provided a copy of the Police Officer's Bill of Rights under Civil Service Rules, including any right to a Departmental hearing.
10. When scheduling the Presentation Meeting, copies of the documentation used to determine the corrective or disciplinary action, along with the Misconduct Investigation Initiation form and Public Integrity Bureau Disciplinary Resolution Form #302, will be provided to the employee in order that he/she may prepare for the Presentation Meeting.
11. The Presentation Meeting is the first meeting after completion of Part 1 of the Public Integrity Bureau Disciplinary Resolution Form #302.
12. During the Presentation Meeting, the investigation involving an alleged violation of Departmental policy, procedure, or order will be reviewed and discussed. This meeting will be conducted by the employee's Division-level Commander.
13. The employee will have three options at the Presentation Meeting:
 - (a) **Immediate resolution**—The employee may elect to immediately accept the sustained allegation and the recommended sanction as categorized within the Penalty Schedule listing under PR 1021; or
 - (b) **Reflection period**—The employee may elect to have a period of reflection during which the employee has up to 5 calendar days to consider the findings and the recommended penalty. When an employee makes this selection, the employee's Division-level Commander shall require the employee's signature acknowledging receipt of Public Integrity Bureau Disciplinary Resolution Form # 302 and his or her obligations during the five-day reflection period; or
 - (c) **Request a case investigation**—The employee may elect to have the case investigated under normal procedure.
14. Prior to the conclusion of the Presentation Meeting, a follow-up Settlement Meeting will be scheduled for the 5th day from the date of the Presentation Meeting for an employee opting for a Reflection Period (or as close thereto as practical without exceeding 5 calendar days) for final resolution.

15. During the time prior to the scheduled Settlement Meeting, the employee shall consider the settlement proposal and be prepared to discuss the recommended penalty. The employee shall be prepared to make a decision at the Settlement Meeting. The employee should also secure the advice or attendance of any employee representative or counsel; however the availability of an employee representative or counsel should not be cause to unreasonably delay any meeting.
16. At any point prior to or at the Settlement Meeting, the matter may be resolved by settlement agreement.
17. If any employee does not make a selection at or before the Settlement Meeting, the employer will be deemed to have selected a disciplinary investigation and the matter(s) pending shall be referred to an investigator.

SETTLEMENT MEETING

18. The Settlement Meeting is the final meeting. The accused employee will not be allowed a third opportunity to consider the sustained allegations.
19. At the Settlement Meeting, the accused employee and his or her representative, if applicable, can negotiate the recommended penalty. Every effort should be made by the employee and the accused employee's Division-level Commander to negotiate a settlement. The intention of the penalty is not to punish the employee for behavior, but to correct the behavior so that it does not occur in the future. Cooperation from both parties is essential for the effectiveness of the discipline.
20. At the conclusion of the Settlement Meeting, the available results are:
 - (a) The employee accepts responsibility and the negotiated settlement. The employee and the Division-level Commander sign the Public Integrity Bureau Disciplinary Resolution Form #302 indicating resolution, or
 - (b) The employee does not accept responsibility and/or does not agree with the penalty determined through the penalty schedule. The applicable sections of the Public Integrity Bureau Disciplinary Resolution Form #302 will be completed.
21. If the accused employee is unable to reach a conclusion that he/she accepts responsibility for the sustained allegation(s) after the Presentation Meeting, Reflection Period and Settlement Meeting (or does not agree with the penalty determined through the Penalty Schedule), the applicable sections on the Public Integrity Bureau Disciplinary Resolution Form #302 will be completed to indicate referral to a disciplinary investigation consistent with Departmental policy.

EXTRAORDINARY CIRCUMSTANCES EXTENSION

22. If the accused employee's Division-level Commander determines during the presentation or settlement process that extraordinary circumstances exist and that additional time for review and consideration of new information, or is otherwise indicated to be in the best interest of the Department or accused employee, the employee's Division-level Commander may request an extension of up to 10 additional calendar days with the approval of the Bureau Chief or the Superintendent of Police. The Division Level Commander shall complete Part 2, Section B of the Public Integrity Bureau Disciplinary Resolution Form #302.

CONFIDENTIALITY

23. To assure the integrity of an ongoing investigation and prior to complaint resolution, the employee is required to maintain the confidentiality of the complaint or investigation. Failure to follow such instruction from an authoritative source shall be grounds for disciplinary action. Nothing herein shall preclude an employee from seeking appropriate representation or legal counsel.

RESOLUTION DISAGREEMENT

24. If the accused employee has agreed to accept responsibility for his or her behavior but disagrees only with the extent of discipline proposed, every effort should be undertaken to resolve the disagreement without a formal investigation. The Division-level Commander or accused employee may request at any point in the process the assistance of the Public Integrity Bureau administrative lieutenant and/or Bureau Chief to assist with the negotiations to resolve the matter. However, if an acceptable resolution cannot be agreed upon, the case shall be returned to PIB for investigation.

ADDITIONAL INFORMATION

25. At any time during the presentation or settlement process the employee may present exonerating or exculpatory evidence to the Division-level Commander for consideration.
26. Where the proposed sanction is not already agreed upon, or one or more of the parties involved feels PIB could offer assistance in reaching an agreement, PIB shall participate in the settlement negotiations.
27. A settlement agreement and/or complaint resolution can occur at any point between the receipt of the complaint and before the conclusion of a Disciplinary Hearing. However, once an investigation has been assigned, the Negotiated Settlement Agreement process will not interrupt an on-going investigation unless there is a complete admission of culpability by the accused officer.
28. Officers who elect to negotiate discipline through the Negotiated Settlement Agreement process will not be entitled a right to appeal the approved negotiated discipline through the Civil Service process once the Negotiated Settlement Agreement process has been finalized.
29. A formal investigation may be conducted if the Public Integrity Bureau or the employee's supervisor receives any new information regarding the original matter.
30. The Penalty Schedule provides a range of penalties for proven or admitted allegations. The Penalty Schedule shall be used whether the employee elects to have a departmental hearing or agrees to a sanction through participation in the Negotiated Settlement Agreement.
31. No recommendation or settlement prescribed on the Public Integrity Bureau Disciplinary Resolution Form #302 shall be complete until approved and finalized by the Superintendent of Police.

REQUEST FOR SETTLEMENT NEGOTIATIONS BY EMPLOYEES

32. Employees may request to participate in the Negotiated Settlement Agreement process after a complaint has been assigned to a PIB investigator. The employee shall be responsible for contacting the PIB Administrative Lieutenant to state his/her desire to participate in the process. The PIB Administrative Lieutenant shall determine if the complaint meets the criteria for participation in the Negotiated Settlement Agreement process. If so, the PIB Administrative Lieutenant shall contact the employee's Division-level Commander and assigned investigator to schedule a meeting for not more than 5 days from the date of the accused employee's notification.
33. The PIB Administrative Lieutenant will not be required to be present at the meeting unless requested by the employee of the Division-level Commander.
34. The PIB Administrative Lieutenant is integral in this process to ensure that the investigation is not interrupted and to ensure that presentation and settlement meetings are held within mandated time frames.

ALTERNATIVES TO SUSPENSION

35. The Department's suspension policy is outlined in the New Orleans Police Department's Policy and Procedure Manual, Policy/PR 1053 – Suspensions, Emergency Suspensions or Arrest of Employee.
36. In order to participate in the alternate suspension process, the employee shall waive any further appeal or contest of this suspension, or any of the terms and conditions of this agreement, to the Rules of the Civil Service Commission for the City of New Orleans or any other tribunal.
37. Upon mutual agreement by the Superintendent of Police and a disciplined employee, suspensions of up to five (5) days may be deducted from the employee's accrued annual leave in lieu of suspension. Notifications of the action shall be made by the Office of the Superintendent of Police in order to facilitate all record keeping requirements affected by the action. The officer shall sign a Memorandum of Understanding (MOU) Form #303 to the agreed terms. Witnesses to the document may include the officer's attorney or representative, investigating officer, her or his commanding officer and the Superintendent of Police or his designee.
38. Upon mutual written agreement by the Superintendent of Police and the disciplined employee, an employee receiving a suspension of six (6) days or greater may serve the suspension as a temporary reduction in pay for a specific period of time in lieu of not reporting to work for the number of suspension days received in lieu of suspension. This would result in the loss of wages the employee would normally realize immediately being distributed over multiple pay periods. This mutual written agreement, Memorandum of Understanding (MOU) Form #303 may include, but is not limited to, the following agreed terms:
 - (a) The Superintendent of Police, or his/her designee, shall determine the duration of the pay reduction, but in no case shall it exceed 12 months.
 - (b) The employee will continue to report to duty as scheduled and there will be no necessity for any decommission or loss of benefits during this period for sworn personnel.
 - (c) The pay reduction may be in the form of step or classification reduction and may be rounded to the nearest full day of work. Any rounding of wages shall be done in the favor of the accused employee.

- (d) Monthly accrual of vacation time and sick time will continue and will not be affected by this agreement.
- (e) During the pay reduction period any step or increment advancement in pay earned by the employee shall proceed as normal and shall not be affected by this agreement.

SUSPENSIONS

- 39. When an employee's Division-level Commander recommends that the accused employee be suspended, the Penalty Schedule, within PR 1021 shall be utilized as a guide to recommend an appropriate sanction. Resolution of the disciplinary action will not be complete and final until the Superintendent of Police has approved the Public Integrity Bureau Disciplinary Resolution Form #302.
- 40. Suspension times imposed shall be recorded in the employee's personnel file as such and shall remain a part of any calculation or consideration for the purpose of imposing or enhancing any future corrective action.
- 41. The imposed suspension days shall be considered for the purpose of determining the first, second and third offenses of departmental violations of rules, regulations, policies and laws.
- 42. The suspension time imposed shall be filed into the employee's personnel file, considered or taken into account on any promotional process, transfer process or any other Departmental or Civil Service eligibility criteria.
- 43. Any settlement agreement shall be subject to the approval of the Superintendent of Police.

PUBLIC INTEGRITY BUREAU RESPONSIBILITIES

- 44. Upon receipt of an alleged violation by an employee, the Public Integrity Bureau (PIB) shall determine if the alleged violation fits the criteria to be considered for negotiated settlement.
- 45. To be eligible for negotiated settlement, the alleged violation must be rank-initiated and a minor violation. For purposes of this Chapter, a rank initiated violation is a violation reported by an NOPD supervisor. For purposes of this Chapter, a minor violation is defined as an infraction or set of infractions that are:
 - (a) subject to discipline only of reprimand to a maximum of ten days' suspension as categorized within the Penalty Schedule listing under PR 1021; and
 - (b) listed in the Criteria for NSA Eligibility Schedule within the Appendix.Complaints initiated by citizens shall not be eligible for negotiated settlement.
- 46. If the allegation fits the criteria, the PIB Intake Supervisor will complete Part 1 of the Public Integrity Bureau Disciplinary Resolution Form #302 and attach it to the Misconduct Investigation Initiation form.
- 47. Once both forms are approved by the Commander of PIB, they will be forwarded to the accused employee's Bureau Liaison.
- 48. A member of the Public Integrity Bureau shall attend any scheduled presentation and settlement meetings related to any case he/she is assigned at the request of the Division-

level Commander or the accused employee.

49. Upon completion of the settlement process (with or without an amicable resolution), the Public Integrity Bureau Disciplinary Resolution Form #302 will be returned to PIB for processing.

BUREAU LIAISON RESPONSIBILITIES

50. Upon receipt of the Public Integrity Bureau Disciplinary Resolution Form #302 by the Public Integrity Bureau, the Bureau Liaison shall notify the Division-level Commander on or before 1 working day of the receipt of the Public Integrity Bureau Disciplinary Resolution Form #302.
51. The Bureau Liaison shall be responsible for forwarding all documentation (Misconduct Investigation Initiation form, PIB Internal Resolution Form, PIB Short Form and/or any applicable documents) to the Division-level Commander.

COMMANDER'S RESPONSIBILITIES

52. The Division-level Commander shall notify the accused officer of the alleged violation and provide the accused officer with a copy of the Public Integrity Bureau Disciplinary Resolution Form #302, and any other documentation including the Department's Rules, Policies, Procedures regarding the alleged violation and penalty as categorized within PR 1021.
53. The accused officer shall be notified within 2 working days of receipt of the alleged complaint from the Bureau Liaison.
54. The Division-level Commander shall schedule a Presentation Meeting with the accused officer.
55. Prior to the Presentation Meeting, the Division-level Commander shall complete Part 2, Section A of the Public Integrity Bureau Disciplinary Resolution Form #302, providing a recommended disciplinary action, including an explanation.
56. Within 5 working days from receipt of the Public Integrity Bureau Disciplinary Resolution Form #302, the accused employee's Division-level Commander, the employee and the employee's representative (if applicable) shall conduct the presentation meeting.
57. The Division-level Commander will review with the accused employee the various procedural alternatives available under existing Rules, Policies and Procedures that the accused employee has available to resolve the matter.
58. If the accused employee accepts responsibility for the alleged violation and agrees with the proposed discipline, an immediate resolution is obtained. Part 2, Section C of the Public Integrity Bureau Disciplinary Resolution Form #302 must be completed and forwarded to the accused employee's Bureau Chief.
59. If a Reflection Period is requested by the accused employee, the Division Level Commander will allow the accused employee and his/her representative a 5 calendar day period to reflect on the matter. Part 2, Section 'C' of the Public Integrity Bureau Disciplinary Resolution Form #302 shall be completed acknowledging the request for a Reflection Period. A settlement meeting shall be scheduled before the presentation meeting ends. Additionally, the Division Level Commander shall ensure the officer agrees to and signs the Civil Service Extension Form #304 Request before the

Presentation Meeting ends.

60. At the settlement meeting, the Division Level Commander may negotiate the proposed discipline. Part 3, Section A of the Public Integrity Bureau Disciplinary Resolution Form #302 shall be completed.
61. If a settlement is reached, Part 3, Section B of the Public Integrity Bureau Disciplinary Resolution Form #302 form must be completed with the signatures of the Division-level Commander and the accused employee indicating a settlement was reached. The form must be forwarded, through the chain of command, to PIB.
62. If a settlement is not reached, Part 3, Section B must be completed indicating a settlement was not reached by the Division-level Commander and the actual investigation will begin. The form will be forwarded through the chain of command back to PIB where the case will be promptly assigned for investigation.

ACCUSED EMPLOYEE'S RESPONSIBILITIES

63. Upon notification of an alleged violation, the accused employee shall identify and secure the attendance of counsel or employee representative (if desired). The employee shall be fully prepared to discuss the allegations and proposed discipline presented at the Presentation Meeting.
64. During the Presentation Meeting, the accused employee shall review with the Division-Level Commander the accusation and proposed disciplinary action. This is the time for the accused employee to offer any mitigating and/or exculpatory evidence for consideration by the Division Level Commander.
65. If the accused employee accepts complete responsibility for the alleged violation and the proposed discipline, an immediate resolution will have been met. The accused employee will complete Part 2, Section C of the Public Integrity Bureau Disciplinary Resolution Form #302. The accused employee shall understand the resolution will not be complete until approved by the Superintendent of Police.
66. The accused employee can request a Reflection Period of up to 5 days. The accused employee must complete Part 2, Section C of the Public Integrity Bureau Disciplinary Resolution Form #302 indicating the request for a Reflection Period.
67. The accused employee must then attend a Settlement Meeting (5 days from the date of the Presentation Meeting) for a final resolution. Once again, the accused employee may negotiate the recommended penalty.
68. If the accused employee does not accept complete responsibility for the alleged violation and proposed discipline at the settlement meeting, the employee must complete Part 3, Section B of the Public Integrity Bureau Disciplinary Resolution Form #302 indicating a settlement has not been reached. The accused employee will then be advised that a disciplinary hearing will be conducted upon completion of an investigation if a sustained violation has been recommended.
69. The accused employee has the right to request an investigation into the alleged violation at any point during the Presentation, Reflection or Settlement meeting.
70. The accused employee's signature is required on the Public Integrity Bureau Disciplinary Resolution Form #302 in order to complete the process. The employee does have the right to note any disagreements and attach a separate statement if he/she wishes to do

so.

71. The accused employee shall maintain confidentiality of the complaint and settlement process.

APPENDIX: CRITERIA FOR NSA ELEGIBILITY SCHEDULE - OFFENSES ALLOWED BY NEGOTIATED SETTLEMENT AGREEMENT**RULE TWO - MORAL CONDUCT****2:(1) ADHERENCE TO LAW**

Employees Shall act in accordance with the constitutions, statutes, ordinances, administrative regulations, and the official interpretations thereof, of the United States, the State of Louisiana, and the City of New Orleans, but when in another jurisdiction shall obey the applicable laws. Neither ignorance of the law, its interpretation, nor failure to be physically arrested and charged, shall be regarded as a valid defense against the requirements of this rule.

- Traffic Offense – On Duty/Off Duty – Police Vehicle
- Traffic Offense – On Duty/Off Duty – Private Vehicle

2:(2) COURTESY

Employees shall be courteous, civil, and respectful in their conduct toward all persons. The use of profane, vulgar or discourteous gestures or language to or in the presence of any citizen is prohibited.

The use of profane, vulgar or discourteous gestures or language, either verbal or written, by one employee to another employee is prohibited.

- On Duty/Off Duty – Color of Law

RULE THREE - PROFESSIONAL CONDUCT**3:(1) PROFESSIONALISM**

Employees shall conduct themselves in a professional manner with the utmost concern for the dignity of the individual with whom they are interacting. Employees shall not unnecessarily inconvenience or demean any individual or otherwise act in a manner which brings discredit to the employee or the Police Department.

- On Duty
- Off Duty – Under Color of Law Off Duty - Personal

3:(3) NEATNESS AND ATTIRE

Employees shall, except under circumstances which are duty related, be neat and clean in person and dress, and shall be attired and equipped according to Department Procedures or instructions from a supervisor. Hair and mustaches shall be trimmed according to Department Procedures.

- On Duty

3:(9) USE OF ALCOHOL / OFF DUTY

Employees while off-duty, shall refrain from consuming intoxicating beverages to the extent that it results in impairment, intoxication, obnoxious or offensive behavior which would discredit them, the Department, or render the employees unfit to report for their next regular tour of duty. Commissioned employees of the Police Department shall refrain from carrying a firearm while consuming alcohol or while under its influence.

- Off Duty

3:(11) USE OF TOBACCO

Members, when in uniform, may use tobacco as long as they are not in formation for inspection, they do not have to leave their assignment or post for the sole purpose of doing so, or they are not engaged in traffic direction and control. When employees are in direct contact with the public, they shall first obtain permission to use tobacco from the public with who they are in direct contact.

All employees of the New Orleans Police Department are prohibited from smoking any type of hand rolled cigarette/cigar or machine rolled cigarette/cigar, which appears to be hand rolled while on duty; off duty in uniform, including paid details; in a city owned/leased vehicles, marked or unmarked; and/or appearing as a representative of the New Orleans Police Department including but not limited to meetings or court appearances.

- On Duty

3:(13) SOCIAL NETWORKING WEBSITES, FACEBOOK, MYSPACE, PRINT OR TRANSMITTED MEDIA, ETC.

Employees shall not post any material on the internet including but not limited to photos, videos, word documents, etc., that violates any local, state or federal law and/or embarrasses, humiliates, discredits or harms the operations and reputation of the Police Department or any of its members.

- On Duty/Off Duty

RULE FOUR - PERFORMANCE OF DUTY

4:(1) REPORTING FOR DUTY

A member shall promptly report for duty at the time and place required by assignment or orders, but in the event of inability to perform or to begin punctually, he/she shall notify his/her commanding officer or a member of his/her unit authorized to receive such information before the designated time for commencement.

- On Duty

4:(2) INSTRUCTIONS FROM AUTHORITATIVE SOURCE

A member shall professionally, promptly, and fully abide by or execute instructions issued from any authoritative source. If the instructions are reasonably believed to be in conflict with the Rules and Procedures of the Department or other issued instructions, this fact shall respectfully be made known to the issuing authority. If the issuing authority elects to insist upon execution of the instructions which are reasonably believed to be in conflict with Department Rules and Procedures, then the member receiving the instructions shall have the right to request and is entitled to receive, IMMEDIATELY, said instructions in writing, except in cases of emergency as determined by the supervisor. The issuing authority shall be held responsible should any conflict materialize; however, no instructions shall be issued or executed which are in violation of the law.

- On Duty/Off Duty

4:(3) DEVOTING ENTIRE TIME TO DUTY

Members shall not read, play games, watch television or movies, or otherwise engage in entertainment while on duty, except as may be required in the performance of duty. They shall not engage in any activities or personal business which would cause them to neglect or be inattentive to duty.

- On Duty

4:(4) NEGLECT OF DUTY-GENERAL/SUPERVISORY RESPONSIBILITY/ENUMERATED ACTS/OMISSIONS**(4a) NEGLECT OF DUTY - GENERAL**

Each member, because of his grade and assignment, is required to perform certain duties and assume certain responsibilities. A member's failure to properly function in either or both of these areas constitutes a neglect of duty.

- On Duty/Off Duty – Color of Law

4(c) ENUMERATED ACTS/OMISSIONS

The following acts or omissions to act are considered neglect of duty:

- (a) Failing to take appropriate and necessary police action;
 - (b) Failing to respond to all assignments promptly and failing to report dispositions of assignments to the dispatcher immediately upon completion;
 - (c) Failing to advise the dispatcher on each occasion of his absence from the patrol vehicle (except for signal 1042) and the reason therefore; and failing to report his return to his vehicle;
 - (d) Failing to make a written report when such is indicated;
 - (e) Unauthorized sleeping on duty;
 - (f) Failing to take necessary actions so as to insure that a prisoner shall not escape as a result of carelessness or neglect;
 - (g) Failing to thoroughly search for, collect, preserve, and identify evidence in an arrest or investigative
 - (h) situation;
 - (i) Failing to properly care for vehicles and other equipment used wherein damage results from carelessness or neglect;
- On Duty/Off Duty – Color of law

4:(6) LEAVING ASSIGNED AREA

Members shall remain within the boundaries of their assignment except when specifically authorized by their supervisor, radio dispatcher, or in hot pursuit.

- On Duty

4:(7) LEAVING CITY ON DUTY

Members shall not go beyond the City limits while on duty unless directed by their Supervisor, radio dispatcher, or in hot pursuit.

- On Duty

4:(9) SAFEKEEPING OF VALUABLES BY POLICE DEPARTMENT

Members of the Department shall not accept valuables for safekeeping from individuals who merely desire to check them in for that purpose. This does not apply to valuables that have been received as evidence or property in connection with an investigation, or property which is found and turned over to the police.

- On Duty

4:(10) ESCORT FOR VALUABLES OR MONEY

Members of the Department on duty shall not furnish escort services for transporting of money or valuables unless authorized by a Supervisor.

- On Duty

RULE FIVE - RESTRICTED ACTIVITIES**5:(6) ACTING IN CIVIL MATTERS**

Employees shall not give legal advice or express a legal opinion in civil matters beyond that which is necessary to prevent a breach of the peace or violation of law, but shall instead suggest that inquirer seek such information from another source of the inquirer's choosing.

- On Duty/ Off Duty

5:(8) CIVIL SUITS BY MEMBER

Employees involved in civil litigation as a consequence of the proper execution of their duties shall notify the Superintendent of Police via a Departmental Interoffice Correspondence (Form 105). The member shall attach all documents pertaining to the civil suit to the correspondence and hand deliver this packet to the office of the Superintendent. Employees shall also notify the Superintendent in writing as to the existence of civil suits or actions where the member is involved as a plaintiff, defendant, or witness arising out of the performance of his duty, or his role as a police officer. When appearing as a plaintiff, defendant, or witness in any civil litigation, the member shall not be attired in his Departmental uniform, except when the employee is appearing as a representative of the New Orleans Police Department. (ADDITIONALLY: SEE C.A.O. POLICY MEMORANDUM 47 DATED SEPTEMBER 24, 1987 RE: INDEMNIFICATION FOR CITY OFFICERS AND EMPLOYEES.)

- On Duty/Off Duty

5:(10) TESTIFYING ON BEHALF OF DEFENDANTS (CRIMINAL OR CIVIL PROCEEDINGS)

Employees of the Department, when testifying on behalf of any defendant(s) in any criminal case, civil proceeding, or civil administration hearing (i.e., including but not limited to: liquor license revocation, driver's license revocation), where the City of New Orleans or the New Orleans Police Department is a prosecutor, plaintiff, or defendant, shall notify the prosecuting or plaintiff's attorney and the Superintendent, through their chain of command, that they will be testifying, before appearing in the defendant's behalf. Any employee testifying in a criminal case outside the Parish of Orleans shall notify the Superintendent, through their chain of command, prior to the trial date. Employees testifying on behalf of the defendant(s), other than the City of New Orleans, in any criminal or civil proceeding not arising out of the proper performance of their duties, shall not be attired in their departmental uniform except when on duty and testifying in a matter before the Civil Service Commission.

- On Duty/Off Duty

5:(13) REWARDS

Only upon written request and approval from the Superintendent, in each specific case, shall an employee be allowed to accept any reward resulting from or connected in any way with his performance or responsibilities as a police Officer. Request for such approval shall be forwarded to the Superintendent through the member's unit chain of command using Form 143.

- On Duty/Off Duty

RULE SIX - OFFICIAL INFORMATION**6:(1) SECURITY OF RECORDS**

A member shall not impart to any person or remove from any files the content of any record or report, except as provided by law.

- On Duty/Off Duty

RULE SEVEN - DEPARTMENT PROPERTY**7:(1) USE OF DEPARTMENT PROPERTY**

Members shall use Department property only for the purpose for which it is intended and in accordance with Department policy, rules, procedures, and orders. Members shall exercise care in the use of all Department property and equipment and shall promptly report any theft, loss, or damage of Department property.

- On Duty/Off Duty

7:(2) AUTHORIZED OPERATOR OF DEPARTMENT PROPERTY

Only licensed members who are authorized by their supervisor shall operate police vehicles.

- On Duty/Off Duty

7:(3) CLEANLINESS OF DEPARTMENT VEHICLE

Members assigned to operate police vehicles shall be responsible for the cleanliness of such vehicles during their tour of duty.

- On Duty/Off Duty

7:(4) USE OF EMERGENCY EQUIPMENT

Members shall not sound the siren or activate the blue light or other emergency devices unless responding to an emergency assignment or when required in the actual and proper performance of a police duty, or when so directed by the radio dispatcher or a superior officer.

- On Duty/off Duty

7:(6) OPERATIONS MANUAL

Members shall be personally responsible for maintaining and updating their individual copies of the Department Operations Manual.

- On Duty/Off Duty

7:(7) SURRENDERING DEPARTMENT PROPERTY

When a member resigns, is discharged, or ordered by his Commanding Officer, he shall surrender all Departmental owned property and equipment

- On Duty/Off Duty