

**PRINCE WILLIAM COUNTY POLICE DEPARTMENT
MANUAL OF GENERAL ORDERS**

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**PART-TIME EMPLOYMENT AND OFF-DUTY DETAILS: OFF-DUTY
DETAILS**

A. An “*off-duty detail*” is defined as “*temporary employment activities organized through a District Commander or designee that begin and end on a definite date*”. Such temporary details will not extend to such a length that they can be construed to be part-time employment.

B. Administration of Off-Duty Details:

1. Off-duty details brought to the member’s attention are to be turned over to the District Commander or designee for assignment, and are not to be handled by that member without the involvement of the Department.
2. The District Commander or designee will be responsible for approval and the administration of off-duty details within their district. The District Commander or designee will be responsible for providing the employer with a copy of the appropriate workers’ compensation informational letter.
3. The Department will not enter into a contract for off-duty detail employment, unless the Off-Duty Detail contract conditions are agreed to in writing by the detail provider.
 - a. The approved Off-Duty Detail Contract (PD-240) will be used for all new and renewed contracts. Any exceptions to the Off-Duty Detail contract conditions must be approved in writing by the District Commander. A copy of the contract will be provided to the District Commander, Assistant Chief for Operations and Police Payroll.
4. When applicable, the detail contract will contain an agreement to provide increased compensation to one (1) detail supervisor for every five (5) detail officers. This amount will be \$10 per hour greater than the established rate of pay for off-duty details.
5. The rate of pay for an off-duty detail is to be set by the Chief of Police.

C. General Guidelines

1. Each district has off-duty details that are posted on a regular basis. Members wishing to work off-duty details must choose one district in which to work details.
 - a. Members must notify the designated detail coordinator of their choice of district via e-mail or memo.

- b. Members are committed to their selected district for a period of one year, unless their duty assignment changes. The member is permitted to change their district selection only at one of these times.
 - c. If a member cannot work a detail, they must have it filled by a member of that district, unless approved by the District Commander or designee. If it is within 72 hours of the detail start time that a member determines they are unable to work the detail, members from any district will be allowed to work the detail.
2. Each off-duty detail has required paperwork specific to that detail. Members who commit to an off-duty detail shall be familiar with the paperwork mandated by that detail. Within twenty-four (24) hours of working a detail, the member shall accurately complete and provide all required paperwork to the off-duty employer and the District Off-Duty Detail Coordinator, to include the PD120. This also applies to details worked for Department overtime compensation.
3. Departmental vehicles may be utilized for off-duty details only when it has been approved by the Chief of Police or designee. This policy also applies to department vehicles assigned to specific members for their sole use, and to take-home vehicles as outlined in General Order 28. When possible, a marked patrol vehicle will be used for traffic control details. Non-traditional unmarked police vehicles that are not fully equipped with emergency lights should not routinely be used for traffic control details.
4. Members are reminded to use the off-duty email distribution list for detail openings, or any other matter pertaining to details, pursuant to General Order [4.06 Office Regulations: E-Mail Correspondence](#). Such notices should not be distributed Department-wide
5. Members may not work off-duty details while on sick leave or Family Medical Leave.
6. Members shall not flex off-duty detail hours without approval of off-duty employer and District Commander, or designee.

D. Total Number of Hours Permitted

1. Members may work no more than a combination (duty time and/or off-duty detail employment) of seventy-six (76) hours per calendar week, and no more than sixteen (16) hours in any twenty-four (24) hour period.
2. A calendar week is defined as Saturday through Friday.
3. Exceptions may be made due to unanticipated circumstances, upon approval by the District Commander or designee.
4. Supervisors are required to monitor those in their respective command to evaluate fitness for duty and take appropriate action if needed, regardless of primary duty assignment. If at any time a member demonstrates or expresses fatigue, the member will be released from duty and

provided with a rest opportunity. This may include transportation of the member to his/her residence or other location.

E. Time Audits

1. Each month, the designated off-duty detail coordinator in each District will submit a report to all supervisors which provides the name of the Detail, the date worked, the member's name and number of hours. The report will be sorted alphabetically for ease in viewing. Squad or Unit supervisors will audit these reports and take appropriate action as necessary for infractions.
2. Supervisors are responsible to track the total number of hours worked by their respective staff on a weekly and monthly basis to ensure compliance by their assigned personnel.

F. Penalties for Missed Off-Duty Details, Tardiness, and Failure to Complete Forms

To provide consistency in the imposition of penalties, the following shall be imposed for members who are absent or tardy from off-duty details without good cause, Members who must be absent from a detail for unavoidable reasons shall make every effort to ensure that another member covers the detail. When possible, such change will be made well in advance of the detail date. If a previously filled detail will not be covered, the member responsible for the detail shall make notification to an on-duty supervisor.

1. Missed or Absent from Details

- a. First Offense – Written Guidance if unintentional. Otherwise a thirty (30) day suspension from working off-duty details.
- b. Second Offense – Within one (1) year, a ninety (90) day suspension from working off-duty details.
- c. Third Offense – Within three (3) years, a six (6) month suspension from working off-duty details.
- d. Fourth Offense – Within five (5) years, a one (1) year suspension from working off-duty details.
- e. Fifth Offense – Within seven (7) years, a minimum of five (5) years and up to permanent suspension from working off-duty details, to be determined by the District Commander.

2. Tardiness on Details

- a. First Offense – A written warning.
- b. Second Offense – Within one (1) year, a thirty (30) day suspension from working off duty details.
- c. Third Offense – Within one (1) year, a ninety (90) day suspension from working off duty details.
- d. Fourth Offense – Within three (3) years, a six (6) month suspension from working off duty details.

- e. Fifth Offense – Within five (5) years, a one (1) year suspension from working off duty details.
 - f. Sixth Offense – Within seven (7) years, a minimum of five (5) years and up to permanent suspension from working off duty details, to be determined by the District Commander.
3. Failure to Complete Off-Duty Detail Forms
- a. First Offense –A warning or guidance.
 - b. Second Offense – Within six (6) months, a thirty (30) day suspension from working off-duty details.
 - c. Third Offense – Within one (1) year, a ninety (90) day suspension from working off duty details.
 - d. Fourth Offense – Within three (3) years, a six (6) month suspension from working off duty details.
 - e. Fifth Offense – Within five (5) years, a one (1) year suspension from working off duty details.
 - f. Sixth Offense – Within seven (7) years, a minimum of five (5) years and up to permanent suspension from working off duty details, to be determined by the District Commander.
4. District Commanders, or their designee, shall maintain a file on members who have violated the off-duty detail policy. All violations of this policy will be documented in writing, unless circumstances require the matter be referred to the Office of Professional Standards (to include repeated offenses). Upon notification of an alleged violation:
- a. The Detail Coordinator will determine the member’s reason(s) and report such to the appropriate District Commander;
 - b. The District Commander will determine if the member had “good cause” and notify the member’s Unit Commander if determined to be a violation;
 - c. The District Commander will provide written guidance to the member and a copy to the appropriate Unit/Squad Commander and the District Commander’s file.
5. If a member changes their primary choice of District, their file shall be forwarded to the appropriate District Commander.
6. Appeals at any level of offense may be made in memorandum form through the chain of command to the Chief of Police. The Assistant Chief reviewing the appeal may reduce or reverse the imposed penalty and return the decision in writing to the member without forwarding to the Chief of Police. The member may appeal a reduced penalty, at which time the matter will proceed to the Chief of Police for a final decision.
7. Violations of special details coordinated through other Department Divisions (ex. – Jiffy Lube Live Pavilion) will be reported to the District Commander of the violating member’s assigned duty station.

G. Injury and Workers’ Compensation

1. Injuries will be reported to the detail supervisor or to an on-duty street supervisor, if there is no assigned detail supervisor.
2. The appropriate Division of Risk and Wellness Services forms and protocol will be followed.
3. Claims for Workers' Compensation will be processed through the County.

H. Command and Control

1. In an emergency situation, members assigned to a detail are permitted to respond in order to render assistance.
2. In the event the detailed member is required to be away from the detail for a period exceeding thirty (30) minutes, the detail "employer" will not be charged for that time. The member will be compensated by the Department at the overtime rate.
3. Members are required to mark on the primary police radio channel at the beginning of the detail with the name, location and times of the detail. The police radio will also be used during the initiation of any police activity and at the end of the detail.
4. If an MDC is available, members shall log on and utilize it.