

| PRINCE WILLIAM COUNTY POLICE DEPARTMENT MANUAL OF GENERAL ORDERS | | | |
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| PART-TIME EMPLOYMENT AND OFF-DUTY DETAILS/AGENCY DETAILS: OFF-DUTY DETAILS/AGENCY DETAILS | | | |

A. The purpose of this policy is to establish requirements and expectations for all members while working Off-Duty Details or Agency Details. These are in addition to any other applicable policies and/or training.

B. Definitions

1. **Agency Administrator:** Departmental member with administrative abilities to create and edit details in the Off-Duty Management software application. Any reference to notifying an Agency Administrator in this policy means via the [Police Off-Duty Details Admin](#) email group.
2. **Department Detail Coordinator:** The Special Operations Bureau Public Safety Specialist assigned to this role.
3. **Designee:** Unless otherwise stated, as used in this policy, designee shall mean a member appointed by the Special Operations Bureau Commander, or higher authority.
4. **Off-Duty/Agency Details:** Temporary employment activities organized through Off-Duty Management, the Special Events Lieutenant, or designee that begin and end on a definite date.
 - a. Agency Details are those in which the Police Department enters the detail into Off-Duty Management, whether or not for an internal or external activity.
 - b. Off-Duty details are those requested by a vendor directly through Off-Duty Management (ODM).
5. **Off-Duty Management (ODM):** A business contracted by the Police Department which supports law enforcement agencies, their officers, and community businesses by offering a customizable, centrally administered no-cost solution that manages all aspects of off-duty programs and keeps agencies in full control mitigating risk and liability.
6. **OfficerTRAK:** A scheduling software solution for law enforcement that streamlines the detail process and provides accountability utilizing web and mobile applications. It is organized on a platform that connects the agency with its officers and customers.
7. **Vendor:** The entity requesting an off-duty detail or agency detail.
 - a. Level One Vendor: The activity would have some impact on the day-to-day operations of the police department if left unfilled. This will be determined by the detail coordinator or agency administrator at the time of the request for a detail.
 - b. Level Two Vendor: The activity would have a major impact on the day-to-day operations of the police department if left unfilled. This will be determined by the detail coordinator or agency administrator at the time of the request for a detail.
 - c. Priority Vendor: Trusted vendor who is on the list of pre-approved vendors established by the Department and Off-Duty Management and are not required to pre-pay ODM for

details. A list of priority vendors was provided by the Department on initial onboarding with ODM. New priority vendors are added based on review and approval by ODM using a checklist of pre-established criteria.

C. Off-Duty and Agency details will not extend to such a length that they can be construed to be part-time employment.

D. Administration of Off-Duty Details:

1. Off-duty details brought to the member's attention are to be referred to Off Duty Management, the Special Events Lieutenant, Department Detail Coordinator, or designee, for the purpose of being on-boarded through Off Duty Management and are not to be handled by that member without the involvement of the Department.
2. The Special Events Lieutenant, Department Detail Coordinator, or designee, will be responsible for approval and the administration of off-duty details and will work in conjunction with Off Duty Management.
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 vendor. The vendor will request the off-duty detail through Off Duty Management and will agree to the terms and conditions set forth by the Department and Off Duty Management every time a new job is entered.
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 minimum rate of pay for an off-duty detail is to be set by the Chief of Police and implemented through Off Duty Management. The following minimum rates may be increased by the vendor through ODM.
 - a. The current rate of pay for off-duty details is \$50 per hour.
 - b. For a level one vendor, the rate of pay is \$55 per hour.
 - c. For a level two vendor, the rate of pay is \$60 per hour.
 - d. The holiday rate of pay is \$70 per hour.
 - e. The emergency rate of pay (for details posted less than 72 hours before the start date) is \$70 per hour.
 - f. The rate of pay for heavy haul transformer escorts is \$75 per hour.
6. Except as may be required by an alternate agreement between the Department and a vendor, members will be paid a minimum of three (3) hours for any detail worked or when a detail is cancelled within eight (8) hours of the start time. Members will only be paid for the time worked after the three-hour period has passed, which will be calculated in fifteen (15) minute increments. Members will not remain on a detail longer than what is required by the vendor.
7. Agency details will be entered into OfficerTRAK by agency administrators, where members can sign up for the detail. Members will be paid by the Department via Department overtime. Jiffy Lube Live will be posted through OfficerTRAK and will be paid by Live Nation.

8. Off-duty details will be posted by Off Duty Management through OfficerTRAK on a monthly basis, based on priority, and if a detail is re-occurring.
 - a. Priority vendor job postings will be posted on the first of the month at 1700 hours for the following month and will initially be limited to two shifts per member for the first two days the job is posted, after which the job will be open for unlimited signups.
 - b. Monthly re-occurring jobs and other monthly job requests will be posted on the fifth of the month at 1700 hours for the following month and will initially be limited to two shifts per member for the first two days, after which the job will be open for unlimited signups.
 - c. After the monthly postings on the first and fifth of the month, all other jobs will be posted as they are received by Off Duty Management from the vendor.

E. General Guidelines

1. Off-duty details will be posted by Off Duty Management and agency details will be posted by Department administrators to the OfficerTRAK application. Members wishing to work details must have an account set up with Off Duty Management and have their information added to the OfficerTRAK application.
 - a. Members must have completed Field Training to be eligible to work details. Once members are eligible, they will submit a memorandum to their respective Commander requesting to work details.
 - b. Once approved, the Commander will forward the member's information to the Department Detail Coordinator who will notify Off Duty Management of the need to create an account for the member. Off Duty Management will then create the member's account.
 - c. Members who sign up for a detail will be allowed to drop the detail in the OfficerTRAK application up to seven days of the start of the detail. Note the exception to this in sub-bullet d. below.
 1. If a member wishes to drop a detail within seven days of the start of the detail, that member must contact Off Duty Management for Off-Duty Details or an agency administrator for agency details with a replacement member and provide a reason for the drop.
 2. If no replacement can be obtained, the member will contact agency administrators via the [Police Off-Duty Details Admin](#) email group and explain the reason for requesting the drop. Agency administrators will then review the validity for the drop and attempt to find a member to work the detail.
 3. If the member is sick and cannot work the detail or otherwise has a bonafide emergency which requires an emergency replacement, the member will contact an on-duty supervisor, agency administrators and Off Duty Management.
 - d. At times when the Department must ensure appropriate staffing for events, such as during the concert season at Jiffy Lube Live, the seven day drop feature in OfficerTRAK can be disabled or modified at any time at the discretion of the Special Operations Bureau Commander, Special Events Lieutenant, or designee.
2. All off-duty details, including agency details, will be posted in the OfficerTRAK application. Members will be required to sign up for details via OfficerTRAK and will be required to clock

in and out of the detail through OfficerTRAK. Members will be responsible for ensuring the accuracy of their hours and will be familiar with any paperwork required by the vendor.

3. Members shall be within the detail area at the times they clock in and out of the detail. Members shall clock out of a detail when the duties of the detail end, even if it is before the end time listed on the detail.
4. Hours for all details, including off-duty details and agency details, will be entered into the Department's Payroll Management System. Members working off-duty details will be paid by Off Duty Management on a weekly basis. Members working agency details will be paid in accordance with the Department's bi-weekly pay schedule.
5. Departmental vehicles will 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 2.14](#). The job posting for details created through OfficerTRAK will specify if a departmental vehicle will be required. 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.
6. Members shall be prepared and able to handle all law enforcement responsibilities associated with incidents occurring on an off-duty or agency detail, such as investigations, report writing, and making arrests.
7. Unless otherwise specified in a detail's instructions, the class A patrol uniform will be worn during all details. To facilitate special needs which may arise while on a detail, members assigned to the Special Operations Bureau may wear their standard uniform of the day.
8. The [off-duty detail email](#) distribution list will be utilized if a member needs to find a replacement for a detail within seven days of the detail or for the distribution of pertinent detail information.
9. Members shall not work off-duty details while on sick leave, light duty, or Family Medical Leave. Members are prohibited from being on any leave type (Annual, Sick, Compensatory, Personal, Bereavement, FMLA etc.) while working an agency detail.
10. Members shall not flex detail hours without approval from the off-duty employer, Off Duty Management, and an agency administrator. This includes, but is not limited to, travel to and from another detail. Therefore, members may not schedule another detail that begins at the same time another ends without receiving prior approval as stated above.

F. Total Number of Hours Permitted

1. Members may work no more than a combination of (duty time and/or off-duty detail employment) seventy-six (76) hours per calendar week, and no more than sixteen (16) hours in any twenty-four (24) hour period. Members working details and their supervisor shall abide by the requirements of [General Order 5.01 Time and Attendance](#), regarding the entry and management of hours worked.
2. A calendar week is defined as Saturday through Friday.

G. Time Audits

1. Off Duty Management in conjunction with the Special Events Lieutenant, Department Detail Coordinator or designee have the ability to track details and hours worked by department members and can generate reports as requested.
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. Supervisors may gain administrative access in order to view member's hours and what details are being worked by completing training through Off Duty Management.

H. Penalties for Missed Off-Duty or Agency Details and Tardiness

To provide consistency in the imposition of penalties, the following shall be imposed for members who are absent or tardy from details. Members who must be absent from a detail shall make every effort to ensure that another member covers the detail. If a previously filled detail will not be covered, the member responsible for the detail shall notify an on-duty supervisor, Off Duty Management, and the [Agency Administrator](#) email group. The following penalties do not apply to illnesses or bonafide emergencies which are out of the member's control.

1. Missed or Absent from Details without a Replacement
 - a. Three (3) missed details within seven (7) days of the detail without a replacement in a thirty (30) day period will result in a thirty (30) day suspension from working details.
 - b. Two (2) thirty (30) day suspensions in six (6) months will result in suspension from working details for one (1) year.
 - c. Three (3) thirty (30) day suspensions in one (1) year will result in a minimum of five (5) years and up to permanent suspension from working details, to be determined by the member's Commander or that Commander's designee.
2. Tardiness on Details Without Pre-Approval or Failure to Clock In/Out of Detail
 - a. First Offense – A verbal warning
 - b. Second Offense – A written warning
 - c. Third Offense – Within one (1) year, a thirty (30) day suspension from working off duty details.
 - d. Fourth Offense – Within one (1) year, a ninety (90) day suspension from working off duty details.
 - e. Fifth Offense – Within one (1) year, a six (6) month suspension from working off duty details.
 - f. Sixth Offense – Within two (2) years, a one (1) year suspension from working off duty details.
 - g. Seventh Offense – Within two (2) years, a minimum of five (5) years and up to permanent suspension from working off duty details, to be determined by the member's Commander or designee.
3. The member's Commander or designee shall maintain a file on members who have violated the detail policy. All violations of this policy will be documented in writing, unless circumstances require the matter to be referred to the Office of Professional Standards (to include repeated offenses). Upon notification of an alleged violation:

- a. The Department Detail Coordinator will determine the member's reason(s) and report such to the member's supervisor(s);
 - b. The supervisor(s) will determine if the member had "good cause" and notify the member's Commander if determined to be a violation;
 - c. The Commander or designee will provide written guidance to the member and send a copy to the Special Events Lieutenant and the Department Detail Coordinator.
 4. 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 it 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.
 5. Violations of all off-duty details and agency details will be reported to the member's supervisor(s).
- I. Injury and Workers' Compensation
1. Injuries will be reported to Off Duty Management, the detail supervisor and 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.
- J. 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 a member is required to be away from an off-duty 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 or MDC at the beginning of the detail with the name, location, and times of the detail. The police radio or MDC 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.