

WEST PALM BEACH POLICE DEPARTMENT

II-3 SPECIAL EVENTS, EXTRA DUTY DETAILS AND OUTSIDE EMPLOYMENT

EFFECTIVE: 1/25/2008

CALEA Standards: 22.3.3, 22.3.4, 46.1.10

CFA Standards: 9.01, 9.02, 21.01, 21.07

I. POLICY: The West Palm Beach Police Department allows its members to engage in extra duty details and outside employment providing the employment is approved by the Department and does not impair the member's ability to perform his or her regular duty. Detailed planning and coordinated efforts between affected divisions are necessary if large scale events and assignments are to be managed in the most effective and efficient manner.

II. DEFINITIONS:

A. Extra Duty Detail - Any approved detail requiring the use of law enforcement authority contracted through the department by The City of West Palm Beach or a private entity and paid at the City overtime rate or at contract rate pursuant to the current collective bargaining agreement. This does not include events or occurrences within the city that require police presence and may dictate assignment of police operations. The Department will regulate extra duty employment to ensure the employment does not reflect negatively on the profession or the Department.

B. Outside or Off-Duty Employment - Sworn and non-sworn members may engage in employment which does not relate to law enforcement. The Department regulates outside or off-duty employment to ensure members do not engage in employment which may reflect negatively on the profession or the Department.

C. Special Event - Any parade, march, demonstration, protest, rally, ceremony, show, carnival, exhibition, festival, race, derby, block party, celebration, public gathering, pageant, procession of any kind, or similar activity on any street, alley, or other public way.

D. Extra Duty Detail Software – A software application specifically designed to distribute, monitor, and track extra duty details or scheduled city overtime assigned or selected by a member.

E. Vendor – A business or person who requests police service at a specific time and location for a fee.

F. Rolling 24 Hours – Defined as the start time a member begins working and ends when the member has accumulated six (6) continuous hours of off-duty time.

G. POP-UP JOB: - A detail that is scheduled after the initial monthly detail selections. These jobs are limited to one detail per member per day, unless instructed otherwise by the Special Events Coordinator.

III. SPECIAL EVENTS:

A. The City's Special Events Office is responsible for approving special events.

B. The City's Special Events Office will notify the Department's Special Events Coordinator of the approval of a special event.

C. The Department's Special Events Coordinator and Commanding Officer in Charge (OIC) of an event is responsible for identifying, preplanning, and coordinating the law enforcement and public safety security needs for special events with personnel from both inside and outside the Department. A written Incident Command System (ICS/NIMS) operations plan for each event will be completed to include the following;

1. The number of officers required for security, crowd, and traffic control in addition to crime problems expected;
2. Provide briefing information to the personnel assigned to the event;
3. Traffic flow and control, parking and street closures; and

4. Any special operations personnel; additional law enforcement, public safety or security need,
5. Logistical requirements of the event.
6. Provision for new media will be handled by the group or individual requesting the event and coordinated by the City's Special Events Office at a location designated by the Department's Special Events Coordinator.

7. The Special Events Office and the Fire Department will determine the best location for emergency vehicle access. The supervisor in charge of the event will allow for emergency vehicle access to the event.

D. The Departments Special Events Coordinator and Officer in Charge will complete a detailed after action report at the conclusion of all special events. This report will be due within a reasonable time after the event and submitted to the Assistant Chief of the Field Operations Bureau.

IV. EXTRA DUTY DETAILS:

A. All requests or inquiries regarding extra duty details from citizens or businesses in the City shall be requested in writing and submitted to the Special Events Coordinator or by the on-line application (Appendix B) located at www.wpbpolice.org. Follow the link for hiring an off-duty officer.

1. Detail requests shall include the following information:
 - a. Business/person making request
 - b. Telephone number
 - c. Date of event
 - d. Time of event
 - e. Location and duration of event
 - f. Nature or purpose of the assignment
 - g. Type of event and the number of officers required
 - h. When applicable, maximum attendance expected at the event
 - i. Estimated number of vehicles required for the event

2. No member will solicit or work an extra duty detail when it benefits only them and has not been approved by the Department.

3. Members will not provide police or security services either on or off-duty for any type of compensation, other than the compensation provided by the City or vendor for extra duty details.

B. The Special Events Coordinator is responsible for:

1. Maintaining files pertinent to extra duty details and special events.
2. Overseeing that policy is adhered to while members are engaged in extra duty/special event employment.
3. Coordinating between the Department and the event or detail staff.
4. Supervising the event and its operation.
5. Notifying the Assistant Chief of Field Operations Bureau or designee when there is a complaint in regard to an officer working an extra-duty detail.

C. While working an extra duty detail, an officer will comply with the same Departmental rules, regulations, policies and procedures as when working regular duty:

1. Officers will enforce all laws they would normally enforce when working regular duty.

D. Extra-Duty detail requests received by the West Palm Beach Police Department will be approved by the Chief of Police.

V. EXTRA DUTY DETAIL RESPONSIBILITIES:

A. Prior to or at the starting time of the extra duty detail or event, it is the responsibility of one of the members working the detail to check in with the contact person designated by the Special Events Coordinator for any special instructions, position assignments, or requirements of the detail.

1. In a one member detail, it is the officer working the detail.
2. In a multi-member detail with no supervisor working, it is the senior member working the detail.
3. In a multi-member detail with a supervisor working, it is the supervisor working the detail.
4. There is a different criterion for each extra duty detail. The member(s) will comply with the requests and the requirements of the vendor as long as the requests or requirements do not violate any laws, rules, regulations, policies, or procedures.

B. Members, working extra duty details, will complete all electronic and/or written reports applicable to that assignment. Reports and/or paperwork will be completed and turned in no later than 24 hours after the extra duty detail has concluded.

1. Failure to "bill the completed job" within the 24 hour period will result in the member being "Locked out" of the overtime software.
2. To re-enter the extra duty overtime system the member must first complete the "bill completed job" requirement than request reinstatement from the Special Events Coordinator during normal business hours.

C. Officers who work extra duty details are solely responsible for payment of all local, state, and federal taxes.

VI. SUPERVISORY RESPONSIBILITIES:

A. One (1) supervisor will be required when an extra duty detail requires five (5) officers.

B. Two (2) supervisors will be required when an extra duty detail requires more than ten (10) officers.

C. A Lieutenant or higher-ranking officer and an appropriate number of other supervisors will be required when an extra duty detail requires (15) fifteen or more officers.

1. The supervisor(s) at an event will deploy the assigned personnel to their posts and maintain proper supervision during the time they are working the detail.
2. Redeployment of personnel working the detail for reasons other than temporary operational purposes will be discussed with the Special Events Coordinator.

D. The Field Operations Bureau Commander reserves the right to determine the appropriate level or rank of supervision for any special event or extra duty detail in accordance with any current applicable collective bargaining agreement (CBA).

E. The Field Operations Bureau Commander or designee may eliminate or change the number of supervisors required if the detail does not require supervisory duties, i.e., fixed posts, traffic direction only, etc.

F. When the Special Events Coordinator works an extra duty detail as the coordinator, he or she will not be counted in the total number of police officers working the detail.

G. All Department personnel assigned to extra duty details will work through the Special Events Coordinator.

H. Communication and coordination must be maintained between the supervisor(s) and the Special Events Coordinator at an event.

I. The on-duty Patrol Shift Commander will be responsible for checking extra duty details to see if the assigned officers have reported on time.

J. When an on-duty Patrol Shift Commander or the Special Events Coordinator becomes aware an officer has not reported to an assigned extra duty detail, he or she will:

1. Contact another off-duty officer to work the detail, or
2. If no officer is available to work the detail, it will be the discretion of the Shift Commander whether to assign an on-duty officer or have an on-duty officer periodically check by the detail location.
3. Once the on-duty Shift Commander or the Special Events Coordinator has been notified the officer has not reported for the detail and another officer has been assigned or the detail is being checked by on-duty personnel, the officer who signed for the detail has missed the detail.

K. Any problems found or encountered by the Shift Commander will be reported to the Special Events Coordinator by memorandum or email.

VII. ELIGIBILITY:

A. Members must maintain at least an overall satisfactory rating to be eligible to work extra duty and/or engage in outside employment.

1. An officer must maintain a satisfactory or higher rating in all categories/dimensions in their performance evaluation in order to continue to work extra duty details and/or engage in outside employment.
2. It is the responsibility of the members' supervisor to notify the special Events Coordinator about the loss of eligibility.
3. When loss of eligibility occurs, the member may request a special evaluation after 30 days. If the evaluation reflects an overall satisfactory rating, the evaluating supervisor will notify the Special Events Coordinator and the member will be permitted to work extra duty details and/or engage in outside employment.

B. Members released from the F.T.O. or other non-sworn training programs are permitted to work extra duty details.

1. Once released, members will log onto the extra duty detail software and complete the extra duty detail application, after approval; members are eligible to select from available extra duty details.

VIII. INELIGIBILITY

A. If a member fails to report to an extra duty detail; is more than one hour late, fails to work 80% of the details they sign for within a three month period; or exceeds the (18) hour limit within a rolling 24 hour period the following action will be taken:

1. First violation - The member will not be permitted to work any extra duty details for a period of time not to exceed 45 days.
2. Second violation - The member will not be permitted to work any extra duty details for a period of time not to exceed 90 days.
3. Third violation – The member will not be permitted to work any extra duty details for a period of time not to exceed 180 days.
- 4 Fourth violation - The member will not be permitted to work any extra duty details for a period of time not to exceed one (1) year.

B. If a member arrives late to an extra duty detail, which is defined as less then one (1) hour, the following

actions will be taken:

1. First late - The member will receive a documented verbal counseling.
2. Second late in the same 12 month period will equal a missed extra duty detail and the member will receive a documented written reprimand in their respective platoon jacket.
3. Member with subsequent late arrivals will not be permitted to work any extra duty details for a period of time not to exceed 45 days.
4. When any member is late by one hour or more, this will constitute a missed detail and the member will follow the corrective actions as outlined in Section VIII, A of this procedure.

C. Violations are progressive and based on an annual system. A member who completes a one (1) year period without a violation will return to the beginning of the above process.

D. Member shall not carry out a deliberate course of action to gain unfair benefit from extra duty details. Violating the established process of obtaining or assigning extra duty details will result in the following;

1. First Violation - The member will be terminated from all current extra duty details and locked out of the software system for a period of time not to exceed 180 day extra duty suspension period.
2. Second Violation - The member will be terminated from all current extra duty details and locked out of the software system for a period of time not to exceed a one (1) year extra duty suspension period.

E. Members exceeding the number of allowed extra duty details during the designated sign-up periods will be terminated from all of their selections at the conclusion of that sign-up period in which the violation occurred. Members will be allowed to select from the next available sign-up period.

F. Members unable to work an extra duty detail due to illness must do the following as soon as practical;

1. Cancel the extra duty detail in the software application and notify all members through an alert that the extra duty detail is available.
 - a. If another member assumes the detail the member will take no further action, however;
 - b. if not reassigned within two hours of the detail start time the member will notify an on-duty supervisor that they are unable to work a specific extra duty detail due to illness,
2. The supervisor receiving the notification will forward all circumstances regarding the incident to the member's supervisor for appropriate annotation in the members platoon file that that a detail was missed due to illness.
 - a. Members missing more than two details in a one month period or more than four details in one year due to illness will constitute a missed detail and the member will be suspended from the extra duty detail list for a period not to exceed 45 days.
 - b. When a member has met the missed details criteria due to illness the member's supervisor will notify the Special Events Coordinator to initiate the extra duty suspension process.
 - c. Members will not be penalized due to a documented injury or a medical emergency, which is accompanied with a doctor's note.

G. Any member who signs to work extra duty details is required to work at least 80% of the details they sign for within a three (3) month period.

1. Violations will follow the missed detail schedule above.

H. The Special Events Coordinator is responsible for notifying the Assistant Chief of the Field Operations Bureau when there is a violation of this policy or a complaint regarding an officer working an extra-duty detail.

1. The Assistant Chief of Field Operations Bureau will review the violation/complaint and determine if disciplinary action is necessary.
2. In the event the violation/complaint is substantiated and it is determined the member failed to fulfill the duties and responsibilities of the extra- duty detail, the member may be prohibited from working all extra duty details for a period of time not to exceed 45 days and may be subject to departmental discipline depending on the seriousness of the violation/complaint.
3. Any officers who wishes to dispute a suspension from extra duty details may not be required to serve the disciplinary action until the dispute process has been completed. This dispute resolution process is excluded from the grievance/arbitration procedure set forth in Article 35, and shall consist of an informal hearing for the officer to offer mitigating circumstances relating to the suspension with the Field Operations Bureau Chief or designee, a City of West Palm Beach Employee Relations employee, the officer involved and/or a collective bargaining representative if requested. The hearing shall take place within five (5) working days of the notice of suspension. The decision of the Field Operations Bureau Commander or designee will be final and binding.

I. Officers are prohibited from working extra duty details if;

1. Placed on light duty or on duty disability until that officer is certified by a doctor as able to return to full, active duty,
2. On administrative leave pending an initial review of up to 20 days to determine if the Chief may reinstate the officer for purposes of Extra Duty Details.
3. On a requested leave of absence with or without pay (not including vacation or compensatory time),
4. On Family Medical Leave (FMLA),
5. On military leave,
6. Relieved of regular duty or extra duty details by suspension,
7. In any reevaluation period, or
8. In the Field Training Program.

J. Members may sign for an extra duty detail while on a requested leave of absence, FMLA, military leave, or on suspension from regular duty or extra duty details if the return to duty date is documented and the selected detail is subsequent to the return to duty date. Notification in writing through the chain of command must be made to the Special Events Coordinator 24 hours prior to the anticipated sign in date.

K. Members will not work an extra duty detail when they are scheduled for regular duty or involved in an on-duty activity or responsibility.

L. Including on-duty and extra duty hours, members are prohibited from working more than 18 hours within a rolling 24-hour period. Exceptions include any member ordered to work in accordance with current collective bargaining agreements.

M. Members assigned to the 4/11.5 schedule can not work extra duty on the second or third day they are scheduled to work.

IX. AFTER ACTION REPORTS:

A. For large events, such as Sun Fest, Fourth on Flagler or other venues, the after action report will be written by the assigned supervisor.

B. It is the responsibility of the highest ranking supervisor at all designated "Special Event" extra duty details to complete a memorandum entitled "After Action Report".

1. The member responsible for completing the after action report will indicate in the comment section if the number of assigned personnel was sufficient, crowd reaction, the impact of traffic on the street, etc.
2. The after action report will be submitted it to the Special Events Coordinator and Accreditation Unit and kept on file for future review.
3. Completion of the "Billing Completed Job" section within the extra duty detail software meets this requirement for all other extra duty details.

X. RATE OF PAY:

A. The rate of pay for members working extra duty details will be governed by the current collective bargaining agreement. Officers will only accept compensation at the rate of pay as outlined within the current collective bargaining agreement.

B. There is a three (3) hour minimum payment for all details.

C. Officers will be paid by the person(s) requesting the extra duty services:

1. Immediately upon completion of the detail, or
2. on the pay cycle of the requesting party which must be approved by the Special Events Coordinator in advance.

D. Upon completion of an extra duty detail where the city is responsible for paying the overtime, the officer will submit an overtime slip within five (5) days from the date of the detail, unless otherwise directed by the Special Events Coordinator. Overtime slips held longer than five (5) days may result in a member not receiving payment for that detail until a subsequent pay period.

E. In accordance with the current collective bargaining agreement, if a detail is not canceled 24 hours prior to the scheduled start date the vender is responsible for the 3-hour minimum payment to the member.

XI. SIGNING FOR EXTRA DUTY DETAILS:

A. Extra duty details will be obtained by logging onto the detail software. Members must enter a user name and password and agree to the terms of the software prior to accessing the data base.

B. All extra duty details submitted to the Special Events Coordinator will be entered into the detail software. At the time of entry all members will be alerted to the availability of the detail utilizing the software alert system.

C. The Special Events Coordinator may assign members to extra duty details that are received within 24 hours of the detail date. They may also assign members based upon specific vendor requests regarding the abilities, training or qualifications of an individual member. These details will be entered into the overtime software no later than the next duty day.

1. Sergeants and Lieutenants can select single member details at the rate of pay for police officers pursuant to the current collective bargaining agreement.
2. After extra duty has been posted for 72 hours, Captains, Reserve Police Officers and Community Service Aids may select single member, and supervisor positions at the applicable rate of pay designated for the assignment.

D. Trading or giving away an extra duty detail shall be completed through the detail software.

E. When a member assigns his /her self to an extra duty detail, the member has the responsibility to work the assignment. If the member decides that he/she cannot work the detail the member will;

1. Log onto the detail software and cancel the assignment, placing the detail back into the eligibility pool.
2. Cancelled details remain the responsibility of the assigned officer until that detail is assumed by another member.

F. When police personnel do not voluntarily sign for an extra duty detail and are ordered to work extra duty they will be compensated in accordance with the current collective bargaining agreement.

XII. OUTSIDE EMPLOYMENT:

A. Any requests to work outside employment must be submitted on the city form titled "Outside Employment" (Appendix A). This request will be submitted by the member to his or her supervisor, and then forwarded to the division and/or bureau commanders and to the Chief of Police who must approve the request prior to the commencement of employment.

B. Members will not engage in outside employment that would conflict with the proper performance of their duties or responsibilities as a City employee. Sworn members may not engage in employment directly or indirectly connected to the operation of any business licensed under the beverage law as described in Florida State Statutes.

1. Factors to be considered when determining if a member will be permitted to work extra duty or engage in off-duty/outside employment.

- a. Does the employment conflict with Florida State Statutes?
- b. Does the employment conflict with Department Policy, Procedure or Rules and Regulations?
- c. Would the employment reflect negatively on the Department?

2. When the Chief of Police rejects the application for outside employment they will render their decision in writing (the remarks section on the Outside Employment form will suffice) and provide the member with a copy of the form. The Chief of Police has the authority to rescind permission at any time.

XIII. REFERENCE:

- Collective Bargaining Agreements.
- City Family Medical Leave Policy.
- F.S.S. 561.25 Officers and employees prohibited from being employed by or engaging in beverage business;
- SOP # II-7 Field Training Officer.
- SOP # IV-30 Performance Evaluations (Sec. II, F-6).
- SOP # IV-24 Light Duty Policy.

Delsa R. Bush, Chief of Police

Original issue: 09/09/88
Revised: 1/25/2008
I.D. # 1160

History: SOP # changed to II-3 on 01/01/2005
Old SOP #: 9.01, 5.050.008, 6.640.002
Revision Dates: 11/09/90, 07/19/91, 03/03/95, 07/15/98, 12/15/98, 10/17/1999, 01/01/2000, 08/01/2001, 10/20/2001, 04/19/2004,
01/01/2005, 01/24/2007, 12/03/2007, 1/25/2008

Job Title Task Files: Special Events Coordinator, Shift Commander, A/C Field Operations Bureau

Appendix A

**CITY OF WEST PALM BEACH
OUTSIDE EMPLOYMENT**

Date: _____

TO:

FROM:

SUBJECT: Outside Employment (Reference SOP II-3)

I am requesting approval for additional employment outside my current employment with the West Palm Beach Police Department. I hereby certify that this employment or business will in no way interfere with my duties as a member of the City of West Palm Beach Police Department and I will not be performing any police activities in the outside employment. During this employment or business, I will not engage in conduct that adversely affects the morale or efficiency of the Department or engage in conduct that may destroy public respect for the Department. Members requesting outside employment should familiarize themselves with Rules and Regulations, Section 2 and Policy II-3. In addition members must be aware of whom they will be associating with while performing their duties during of secondary employment.

Employees Signature

NOTE: Provide a Job description in memorandum form detailing the responsibilities and duties of your secondary employment or business along with the names of co-workers you will be working with. Attach any other supporting documentation deemed necessary for consideration in approving this request.

NAME/ I.D. (Print) _____ JOB TITLE: _____

NAME OF BUSINESS: _____ PHONE NO.: _____

NAME OF OUTSIDE EMPLOYMENT SUPERVISOR: _____

ANTICIPATED HOURS OF WORK: _____

NAME OF CURRENT SUPERVISOR: _____ PHONE NO.: _____

HOURS OF CITY JOB: _____

ANTICIPATED DATES OF WORK BEGIN: _____ END: _____

CHIEFS REMARKS: _____

DEPARTMENT HEAD APPROVAL

DIRECTOR OF HUMAN RESOURCES

Appendix A

West Palm Beach Police Department

“Committed to Professionalism”

A NATIONAL AND STATE ACCREDITED LAW ENFORCEMENT AGENCY

**DELSA R. BUSH
CHIEF**

APPLICATION FOR EXTRA DUTY POLICE SERVICE

In compliance with West Palm Beach Police Standard Operating Procedure # II-3, this application is required to engage the extra-duty services of police officers for public safety, health and welfare services in addition to those already provided to the public. It is understood that this is a non-binding agreement. Payment for Extra-Duty Details will be made directly to the Officer(s) immediately upon completion of the detail, or on the pay cycle of the requesting party. The Police Department may cancel this permit without advance notice or cause at any time. The West Palm Beach Police Department will attempt to place Officers during the requested dates and hours. Because of emergencies, inability to find an Officer to work this detail or other unforeseen circumstances, this permit may not be filled when requested. The West Palm Beach Police Department will not permit an Officer to work in the capacity of “bouncer” at a bar or other establishment where liquor is served. The premium rate applies to details requested 48hours or less before the actual detail date. In accordance with the current collective bargaining agreement between the City of West Palm Beach and the Palm Beach County Police Benevolent Association, the following holidays will be charged at double the designated rate: Thanksgiving 1200-2400; Christmas Eve 1200-2400; Christmas Day 0000-2400; New Year’s Eve 1200-2400; New Year’s Day 0000-2400. **PLEASE NOTE THERE IS A THREE (3) HOURMINNIMUM FOR ALL EXTRA DUTY EMPLOYMENT. CANCELLATIONS MADE WITHIN 3BUSINESS DAYS OF THE SCHEDULED DETAIL WILL BE SUBJECT TO A CHARGE EQUAL TO THREE HOURS PAY FOR THE OFFICER REQUESTED.**

RATES (Per Hour)		(Regular)	(Premium)
	Officer	\$35.00	\$70.00
	Supervisor	\$40.00	\$80.00
	Commander/OIC	\$45.00	\$90.00

Details requiring the assignment of five (five) or more Officers require the assignment of a Sergeant to supervise the detail.

The assignment of more then ten (10) Officers requires the assignment of an additional Sergeant.

The assignment of more than fifteen (15) officers requires the assignment of a Commander.

600 Banyan Boulevard - West Palm Beach, Florida 33401

**Administration (561)822-1600 Fax (561)822-1614 Dispatch (Non Emergency) (561)822-1900
Records Section (561)822-1880 Fax (561) 822-1892 Investigations (561)822-1700 Fax (561) 822-1704**

Website:www.wpbpolice.org

Contact the Special Events Office for additional information:

Office: 561-822-1748

Fax: 561-822-1779

gkey@wpb.org

Business Name: _____ Phone Number: _____

Applicant: _____ Fax Number: _____

Address of event: _____

Mailing Address: _____

Contact Person at the event: _____

Type of event: _____

Will alcohol be served at the event YES No Number of expected Participants: _____

Officer Duties:

Do you require a Uniformed Officer? YES No

How Many Officers do you require: _____

Police Vehicle Required: YES No

Starting Date: _____ Ending Date: _____

Starting Time: _____ Ending Time: _____

Applicant Signature: _____ Date: _____