



TRUMBULL POLICE DEPARTMENT POLICY

	POLICY TITLE Extra Duty Work		POLICY NUMBER 1.3.2
	EFFECTIVE DATE June 7, 2016	REVISION DATE(S) April 30, 2019	
	APPROVAL AUTHORITY SIGNATURE: 		

I. PURPOSE:

To establish procedures and guidelines for the management of extra duty work.

II. POLICY:

It is the policy of the Town of Trumbull to provide the hiring of extra duty police officers at events, facilities, incidents or construction sites where there is a risk to the public. While it is recognized that extra duty assignments cover a wide range of police related activities such as security, traffic and crowd control, etc., it is understood that officers have an obligation to deal with other police related matters unrelated to their specific job assignments.

III. PROCEDURES:

1. Requests for private duty officers shall be directed to Scheduling & Personnel Sergeant (in charge of private duty jobs). The Sergeant shall provide notice to officers of the availability of such jobs and shall fairly and equitably assign such jobs to those requesting assignment. When requests are made that must be fulfilled in the absence of the scheduling Sergeant, the Patrol Supervisor shall make appropriate arrangements.
2. Officers will not accept extra duty work which will, in any way, interfere with their regular duty assignments.
3. Officers shall not work more than sixteen (16) hours in a twenty-four (24) hour period. However, this may be extended by one more hour to seventeen (17) hours in a twenty-four (24) hour period based on the following criteria:
 - The extension must be mutually agreed upon between the officer and authorized by a supervisor filling the coverage or approving the extension.
 - Supervisors authorizing the extension must take into consideration the ability of the employee to fill the overtime and or special duty detail within the needs of such assignment. If in the opinion of the supervisor, an employee would be unable to perform the duties required of them such approval shall not be granted.
 - If during shift work or special duty assignments the ability of an officer to perform job functions would create a safety issue, the supervisor shall replace the officer as required.
4. Officers will report in person and are expected to arrive at all jobs ready to work at the designated start time. The exception to this rule would be ASAP jobs, or Officers coming off shift with the contractor's permission.

5. Officers are expected to be in the proper full uniform of the day, which is in presentable condition. Worn, damaged, or faded special duty job uniforms are unacceptable. All equipment and grooming standards as set forth in the "Trumbull Police Manual" and TPD Policy "Uniforms and Equipment" shall be met. Supervisors shall take note of officers on special duty assignments and take corrective actions when required.
6. Officers assigned to extra duty will report to the person in charge of the job and shall perform police related duties in accordance with the job's responsibilities. Officers will continue to perform such tasks until completing the assignment, relieved by another officer or forced to respond to a higher priority responsibility. Officers on jobs with vehicles assigned shall not remain in patrol vehicles for extended periods of time.
7. The Scheduling & Personnel Sergeant shall be responsible for all record keeping relating to the assignment and completion of private duty jobs. The Sergeant shall forward appropriate records to the administrative offices to ensure that private duty jobs are properly billed and officers are paid.
8. The filling of Special Duty Jobs and recording of the officers working these assignments shall be done in accordance with Appendix A "Special Duty Hiring Procedure" (attached) and all pertinent amendments.



TRUMBULL POLICE DEPARTMENT

Appendix A Special Duty Hiring Procedure

PURPOSE:

The purpose of this procedure is to ensure that all officers seeking to work special duty jobs have the opportunity to work and provide for the most expeditious manner in completing the hiring process.

SIGN UP PROCEDURE:

Officers wishing to work Special Duty jobs must sign up in the "SD Sign-Up Book," which will contain individual daily sign-up sheets. The daily sign-up sheets will be divided by SCHEDULED day off, and SCHEDULED day working.

Officers may choose desired jobs by duration (six hours or less and/or jobs over 6 hours). They may also select which special duty jobs they would like to work, but cannot exclude individual road construction jobs or road construction start times without being charged a refusal.

Officers may still list their PREFERENCES in the comments section of the SD request book, however you will only be eligible for the job categories you have signed up for. (If you only check ROAD JOBS, then you will not be called for New Life, Bowtie, etc...) If no contact is made with the Officer when filling jobs then the first listed preference will be assigned. If no preference is left then the longest job available will be assigned.

You must sign up for jobs prior to midnight of the desired work day. If you decide to sign up after midnight then you will be placed at the end of the days working section of the list, in chronological order regardless of day on/off status and number of checks (first come first serve).

Officers deleting their name from the sign up book shall put ONE line through their name and initial it.

HIRING PROCEDURE:

ONLY those Officers who placed their names in the Special Duty Sign-Up Book will be called in the following order:

1. Officers on their SCHEDULED day off with the least amount of log book checks. If two Officers have the same amount of checks, then Seniority will determine who is entitled to the job.
2. Officers on a SCHEDULED Day Working, regardless if they have taken the day off using Vacation, Comp, etc...
3. Special Police Officers
4. Monroe Police Officers for Road Construction Jobs ONLY, if approved by the individual contractors.

NOTE: If a particular job conflicts with an Officer's scheduled work day, then that Officer shall still be called and given the opportunity to take time off or use a Substitute Officer for their scheduled shift. Special Duty jobs that conflict with an Officer's regularly scheduled shift shall not be assigned until time off has been taken, or a substitute Officer has been placed in the schedule book.

If a second job becomes available to an Officer already working a special duty job the same day as the first, then personal contact must be made with the Officer. Special duty jobs are not to be assigned unless the Officer is aware of the second job and wishes to accept. Officers may be offered multiple jobs (in order of checks and Seniority) on the same day until they reach the 17 hour work limit.

If no contact is made with the requesting Officer, then a message shall be left instructing that Officer to contact headquarters to confirm receipt. If the requesting Officer does not contact headquarters by 0500 hours on the day of the job, then it shall be reassigned. The Officer originally assigned will remain charged. Same day job requests, and ASAP jobs require actual contact with the Officer being offered the job. The hiring Officer shall note all attempts to contact the requesting Officer on the call list.

Jobs will be filled using the list created for when the job begins, even if it carries into the following day. (example: A job starting at 2330 hours on January 25, and scheduled to end at 0600 hours on January 26 will be filled using January 25th's list).

LOG BOOK ENTRIES:

A master log book will be kept by the Scheduling Sergeant, which will reset quarterly. The log book will show the total number of checks each Officer has earned in a particular quarter.

Special Duty Jobs will be weighted in the following manner:

- Officers working Special duty jobs six hours or less will be charged one check.
- Officers working special duty jobs greater than six hours will be charged two checks.
- Officers will be charged for accepting or refusing jobs.
- Officers will be charged the amount of checks corresponding to the job refused.
- If you are on the special duty list and have not received a job by 0800 hours, then you will not be charged for a refusal for the remainder of the day.
- You may refuse a job if it conflicts with any portion of your work day without being charged, however you will then be ineligible for any other jobs that conflict with your work day. If you later change your mind and take another job that conflicts with your work schedule, and decide to comp out, then you will be charged for the previous refusal, and the job taken.

ADMINISTRATIVE RULES:

Officers giving back jobs less than 72 hours from the beginning of the job are required to fill the position themselves, and will remain charged in the log book as if they worked the job. If they are unable to fill the position, the Officer having accepted the original assignment is responsible for reporting to that job.

Officers giving back more than three jobs in any one quarter will be charged two entries in the next quarter. Two entries will be charged to the Officer for each additional giveback in the same quarter in the preceding sentence.

Officers may refuse Monroe Road Jobs without being charged.

Officers can switch assigned jobs but ONLY for those jobs in the same weighted category (1 check job, or 2 check job). Officers must make all necessary notations in the log book and the call list.

In the event that an Officer is overlooked then he/she will be whited out an equal number of checks as the job missed. The Officer making the error will be advised the first time, counseled the second time, and subject to progressive discipline for continued violations of this policy.

This procedure may be amended from time to time at the discretion of the Chief of Police.

detail.

- [f] In the event that a full time civilian dispatcher is unavailable, then an officer on modified duty status may be assigned to fill this position.

DEFINITION of "in operation" to mean "availability to respond to a call".

Section 3. The Town shall have the right to temporarily change a bargaining unit member's schedule on a given day, e.g. change from evening to the day shift, for mandatory training purposes where the member is notified of such change at least 30 days in advance. Where less than 30 days notice is provided, the shift may be changed by mutual agreement. Training is mandatory where it is required by the Chief of Police in his/her sole discretion.

Section 4. All training off-shift shall be paid at one and one-half (1 ½) times the member's straight time hourly rate of pay or compensatory time at time and one half (1 ½), at the employee's option. There is a four (4) hour minimum when mandatory training is not contiguous to the member's regularly scheduled shift.

ARTICLE 10 OVERTIME

Section 1. All time worked in excess of eight and one-quarter [8 ¼] hours per day, or on a regularly scheduled day off, shall be compensated at the rate of one and one-half [1 ½] times the employee's regular straight time hourly rate. It is understood and agreed that under no circumstances shall off-duty assignments, personal leave with substitution, lineup time, appearances in court, or attendance at a police-related school as set forth in Article 9, Section 4 shall be considered as work for the purpose of computing overtime.

Section 2. There shall be no duplication or pyramiding of overtime.

Section 3. Employees shall be required to work overtime when requested. However, no employee shall be ordered in for overtime, if said overtime shift occurs on a day that precedes or follows the employee's vacation and or compensatory day off, except for an unforeseen emergency or staffing shortage. In the event the employee is ordered back in these limited circumstances, the employee will receive an additional four (4) hours straight compensatory time; provided however, compensatory days referenced herein, must be a full 8-hour day, and not any part thereof. If an employee works the overtime, the employee shall be charged.

Section 4.

- [a] Employees who may be required to return to duty to perform overtime duties, and when such hours are not contiguous with the initial or terminal hour of the regular shift hours, shall be paid a minimum of four [4] hours at time and one-half for the hours worked.
- [b] Department overtime may be filled as soon as it becomes available.

Section 5.

- [a] Officers on their regularly scheduled day off shall be offered the overtime first. The officer with the lowest number of overtime hours previously worked in the current calendar year shall be contacted first and have the first right of refusal. The officer with the second lowest number of overtime hours previously worked in the current calendar year shall have the second right of refusal, continuing in this manner until the position is filled. If two or more officers have the identical number of overtime hours, seniority shall prevail.
- [b] If the vacancy still exists, those who are working other shifts on that day shall be offered the overtime in accordance with paragraph [a] above.
- [c] When an officer or his/her home is contacted for such overtime work and either the employee or someone at his/her home declines the overtime, the employee is charged for such hours, as though worked.

Section 6

- [a] If it is determined by the Chief that a lieutenant assigned to a normal schedule in the Patrol Division is to be replaced upon his/her absence from duty on an overtime basis, said replacement shall be made by first calling a patrol lieutenant on his/her day off, and secondly, a patrol lieutenant on his/her time off on a work day. The patrol lieutenant with the fewest number of overtime hours shall be called first in all cases. If all patrol lieutenants decline the overtime, the least senior patrol lieutenant may be ordered to work.
- [b] Sergeants shall be replaced based upon the same procedures, selection criteria, and circumstances as lieutenants in paragraph [a] above.
- [c] If a patrol sergeant and a patrol lieutenant who are both scheduled to work on any given shift report off-duty for that shift, the rank of the individual who was the last to report off-duty shall be the rank to whom the overtime shall first be offered.

Section 7. Non-certified probationary police officers shall not be eligible to work overtime unless they are ordered to work or upon becoming a Union member.

Section 8. Officers who have been off on sick leave during their normal shift shall not be eligible for overtime for 24 hours from the hour said employee would have reported to work, had he not reported off-duty sick. The exception shall be if the employee is ordered to work.

Section 9. Compensatory Time Compensatory time off may be taken in lieu of overtime. Accumulation of compensatory time by an employee shall not exceed three hundred [300] hours at any given time, provided further that in no event shall the Town be required to provide compensation beyond 200 hours at time of severance. Effective July 1, 2016, accumulation of compensatory time by an employee shall not exceed two hundred (200) hours at any given time. Those employees with balances are over three hundred (300) hours as of that date shall be able to use their comp time in accordance with the contract but once their balance is less than two hundred (200) hours, they shall be subject to the two hundred (200) hour cap.

- [a] Supervisors request for compensatory time off shall be granted provided that overtime will not be incurred as a result.
- [b] Up to two [2] Police Officers or communications officers shall be permitted off by utilizing compensatory time on any one shift, which shall be in addition to the two [2] Police Officers or communications officers permitted to take vacation pursuant to Article 7, Section 5[c]. Additional requests for compensatory time off may be granted in the sole discretion of the Chief; provided, however, if one [1] or less communications officers or police officers takes compensatory time off, three [3] police officers or communications officers shall be permitted to take off for vacation; it being the intent of the parties that no more than four [4] such officers shall be allowed off on a given shift for a combination of vacation or compensatory time off.
- [c] Once compensatory time is scheduled, it shall not be canceled by either party, except in the event of an emergency.
- [d] Should an employee leave the department with accrued compensatory time, he shall be paid therefore at the rate of pay applicable when the compensatory time was earned.

- [e] The granting of compensatory or vacation time shall not be affected by members of any other bargaining unit.
- [f] All requests for compensatory time shall be submitted no less than eight (8) hours prior to commencement of the time requested off, provided a request of less than eight (8) hours may be granted if it does not trigger overtime. Compensatory time cannot be taken in the middle of a shift; time must be contiguous with the beginning or the end of a shift.
- [g] At the discretion of the Chief or his designee, when deemed necessary for the safety of the Town and its citizens, in the event of a state or national emergency, or natural disaster, or immediate Homeland Security Agency emergency, all police officers may be put on Emergency Standby/Call-back status.
- [h] The Chief or his designee will post in conspicuous locations throughout the headquarters and notify employees, if the situation permits, that such Standby/Call-back status is in effect.
- [i] All employees will leave a means of contact with the communication officers which will consist of either a telephone number, cellular number, or beeper numbers where said employee can be reached.
- [j] While in an Emergency Standby/Call-back status, all employees who are not on vacation or comp time and whose vacation or comp time has not been cancelled, shall respond to such telephone, cellular beeper contact within fifteen (15) minutes.
- [k] Failure to respond promptly will institute an internal investigation subjecting the employee to disciplinary sanctions.
- [l] All employees shall remain in this status until the emergency or occurrence has passed and shall do so without further compensation while on standby status.

Section 10. The Chief of Police, or his designee, shall be responsible for administering the assignment of overtime.

ARTICLE 11 OFF-DUTY ASSIGNMENTS

Section 1. The term "off-duty assignments" for the purpose of this Agreement shall mean police duty for which an employee's services are being charged to the Town by an outside party or some Town department other than the Police Department.

The rate for any and all assignments shall be one and one-half (1 ½) times the maximum straight-time hourly rate of a top grade police officer for all hours worked, with a minimum of (4) four hours per assignment.

Section 2. Whenever an employee works more than eight [8] hours on a single off-duty assignment, such hours, or portions thereof that exceed eight [8] hours, shall be paid at the rate of time and one-half.

Section 3. All off-duty assignments performed for construction or utility companies shall be paid at the rate of one and one-half [1 ½] times the maximum straight-time hourly rate of a top grade Police Officer for the hours worked, with a (4) four hour minimum per assignment. When such work is performed on Sundays or Holidays as enumerated in Article 12, payment shall be made at the rate of two [2] times the maximum straight-time hourly rate of a top grade Police Officer for the hours worked.

Section 4. Off-duty assignments not filled by regular officers within seventy-two [72] hours of the scheduled assignments may be filled by any regular or special officer at the discretion of the Chief. No officer shall cancel his/her acceptance of off-duty work within seventy-two [72] hours of the scheduled work date once an officer has signed up for an off-duty job, it shall be his/her responsibility to secure a replacement officer before he cancels off from the job. Exceptions to that shall be illness or emergency situations.

Section 5. Members of the bargaining unit up to and including the rank of Captain, shall have the first right of refusal on all off-duty assignments. Captains shall be eligible only when the Chief of Police, in his sole discretion, determines that the assignment warrants command and control.

Section 6. Special Police Officers may be assigned to off-duty assignments by the scheduling officer or shift commander after Sections 3 and 4 above have been complied with and exhausted.

Section 7. Persons requesting the services of Trumbull Police Officers for off-duty assignments shall be notified by the scheduling officer or shift commander that in the event of cancellation of the assignment, at least two [2] hours notice shall be given prior to the start of the assignment, and in the event that such cancellation notice is not received by the scheduling officer or shift commander, the person[s] so requesting the services shall pay the officer so assigned a minimum of four [4] hours pay for Town/Board of Education assignments or a minimum of four [4] hours pay for non-Town/Board of Education assignments. In the event the officer cannot be reached at the telephone number on file with the department, the Town is relieved of responsibility for payment under this section.

Section 8. An employee who has been off on sick leave during his/her normal shift shall be

ineligible for off-duty assignments for twenty-four [24] hours following the end of the shift from which he or she has been absent.

Section 9. Officers on special duty will not be called or charged for department overtime if the overtime assignment falls within the hours of the special duty assignment.

Section 10. The Chief of Police, or his designee, shall be responsible for administration of the assignment of off duty assignments.

Section 11. School Resource Officer (SROs) shall have first right of refusal for Off Duty assignments within the BOE.

ARTICLE 12 HOLIDAYS

Section 1. Employees shall receive holiday pay for the following holidays:

New Year's Day	Fourth of July
Martin Luther King Birthday	Labor Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Columbus Day
Good Friday	Thanksgiving Day
Law Enforcement Memorial Day	Christmas Day
Memorial Day	

Section 2. Employees shall receive eight [8] hours pay at their straight time hourly rate as holiday pay.

Section 3. If an employee works his/her shift on a holiday, he shall receive his/her straight-time hourly rate plus his/her holiday pay.

Section 4. No employee shall be eligible for holiday pay if:

- [a] He is absent due to disciplinary measures.
- [b] He is absent due to lay-off which commenced prior to the week in which the holiday falls.

Section 5. Each employee shall be granted three [3] Personal days off with pay during each calendar year. Personal days shall be used in the calendar year they are earned. Personal time shall be scheduled off in the same manner as compensatory time.