

COOLIDGE POLICE DEPARTMENT		
	<p style="text-align: center;">CHAPTER 22</p> <p style="text-align: center;">COMPENSATION, BENEFITS AND CONDITIONS OF WORK</p> <p>CALEA Standard(s):</p>	<p>General Orders</p>
Issue Date: 6-24-13	Review Date:	Revision Date: 3-26-18

22.1 COMPENSATION

A. The general compensation, benefit and employment policies of the Department are based on City policies, and state and federal laws. Additional information on these policies may be obtained from the Human Resources Department.

B. The City HR Department publishes the City’s salary plan, which provides entry-level salaries; the salary range for each position and rank within the department; the salary differential required between ranks (if any) and the procedure for salary adjustments (if any).

C. Adjustments in the compensation plan shall be applied to Department employees as directed by the City. Compensation may be adjusted, consistent with City policies, when an employee is promoted, demoted or reclassified based upon a change in duties. Compensation may also be adjusted to reflect increases in the rates within the compensation plan, increases merited by performance and justified by annual performance evaluations, and decreases as a result of the downgrade of a position or a reduction in pay.

22.1.1 Assignment pay (FTO’s, Canines, etc.)

K-9 Officers— 7 hours each pay period for K-9 maintenance

Field Training Officers— .5 hours of overtime for each shift worked, when actively training an officer

Investigations – .75 hours of overtime for each day of on-call

22.1.2 Shift differential-- None

22.1.3 Uniform and equipment allowances

All sworn members of the department are eligible to receive \$1,100 annually, distributed bi-annually, for uniforms and equipment.

22.1.4 Court pay

Officers who respond to court are eligible for a two hour minimum

22.2 Working hours and overtime

22.2.1 Working hours

A. Each employee will generally be assigned to a regularly scheduled shift with designated days off (certain assignments may require unusual or irregularly scheduled shifts).

B. Employees are responsible for verifying and approving, either manually or electronically, their time worked record, and recording the actual hours worked, no later than the last day of each pay period. Employees are not permitted to perform voluntary work for the Department. All hours worked must be recorded on the time worked record. Failure to verify and sign the time worked record when due may result in a delay in the issuance of the employee's paycheck.

C. The pay period for Department employees begins at 0001 hours on Saturday and consists of 7 consecutive days.

D. The Chief reserves the right to schedule employees as required to meet the needs of the Department.

22.2.2 Overtime

A. Department and City policies for overtime shall conform to applicable state and federal laws.

B. Employees who are exempt under the Fair Labor Standards Act are not paid additional compensation for work beyond forty hours in a pay period. Exempt employees are not eligible for overtime and receive the same amount of compensation regardless of the number of hours worked in a workweek. Exempt employees at the Police Department include the Chief of Police and Commanders and those non-sworn employees identified by City Human Resources as exempt.

C. Overtime for eligible employees shall be compensated by cash payment at one and one-half times the regular rate of pay or compensated with future time off (compensatory time (CT)) at a rate of one and one-half hours for each hour of overtime worked. No employee may accumulate more than 80 hours of compensatory time.

D. In order to control overtime expenditures, the Police Chief may adjust the work hours of overtime eligible employees to meet the demands of the Department.

E. All overtime work must first be authorized by a supervisor. Employees working approved overtime will complete an overtime form and submit it to their supervisor for approval. Approved overtime forms shall be submitted with the payroll in which the hours are reflected.

F. Overtime Details – Department approved overtime details that are coordinated and paid through City funds and/or reimbursements of grants (e.g., GOHS DUI enforcement, Operation Stonegarden, etc.). When officers are working overtime details, the officers shall be subject to the following conditions:

1. Officers shall wear the Department uniform/identification applicable to each detail.
2. Officers shall be subject to all the rules and regulations of the police department and City.
3. Officers are required to notify Communications of their location, arrival and departure times.
4. Officers will notify the on duty or detail supervisor of any potential issues or problems.
5. Officers will follow the protocols established by the supervisor of the detail.
6. Officers must be productive/proactive in the area specified by the detail. Officers who are not productive/proactive may be suspended from working future overtime details.
7. Overtime detail schedules are not to be modified without approval of the applicable overtime detail coordinator.

Officers will be selected for overtime details from a rotational list based on seniority.

22.2.3 Accumulated compensatory time.

A. An employee shall be allowed to use compensatory time within a reasonable period after making the request, if the use does not unduly disrupt the operations of the Department.

B. All unused compensatory time must be paid at the time of separation from the Department at the average regular rate of pay received by the employee during the employee's final three years or the final regular rate received by the employee.

22.3 Lactation Break Policy

A. An employee is entitled to reasonable break time to express breast milk for her nursing child for one year after the child's birth.

B. Employees should generally use existing authorized breaks for this purpose, if provided. However, the number of breaks needed and time of the breaks may vary from person to person. If additional breaks are necessary, or if the time needed exceeds authorized break time, the additional time and/or breaks shall be unpaid time and should be recorded as such by the employee on the time worked record.

As with all other out of service breaks, employees who are assigned to the field should notify Communications before taking the break. Lactation breaks should not be interrupted except in the case of emergency.

C. Each police facility shall provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk. The place does not have to be reserved for this purpose, but must be functional as a space for expressing breast milk and must be a space that can be protected from view and intrusion while being used.

D. If the employee uses a Department refrigerator to store the breast milk, the milk must be clearly labeled and taken with the employee at the end of shift.

22.4 Other Employee Leave and Benefits

A. The City offers a variety of other types of leaves and benefits for employees, including administrative leave, holiday pay, sick leave, family medical leave, vacation leave, military leave, bereavement leave, jury duty, authorized leave without pay, parental leave, worker's compensation, employee assistance program, health insurance, life insurance, temporary disability insurance,

retirement, liability protection, employee education benefits, and assistance with line-of-duty injury and death benefits. Written leave policies are available from City Human Resources, as are descriptions of the benefits offered. Employees with questions about leave policies or benefits, including how to request a specific leave or benefit, or notify the City of leave, should contact the City Human Resources Department. Whenever leave is requested, the employee's supervisor should be notified as soon as practical.

B. Law enforcement employees are sometimes involved in work-related critical incidents that may result in placement of an employee on administrative leave or may place additional stress on the employee or employee's family. The department is committed to supporting its employees in such situations; employees in such situations should contact their supervisor or the City's HR department to access assistance that may be available through existing city benefit programs.

C. Serious injuries and line of duty deaths. The Chief is responsible for providing or arranging for notification of an employee's family in the event of serious injury to or death of an employee.

22.5 Separation from employment

A. An employee who wishes to resign or retire shall submit a memo indicating the resignation or retirement, including the final date of service, through the employee's chain of command to the Chief. The resignation or retirement is effective upon the signature of the Chief, or Chief's designee. The memo shall then be processed in accordance with City procedures.

B. Terminations of employees shall be handled in accordance with the procedures set forth in 26.5.3. Terminated employees shall be referred to the Human Resources Department for an explanation of any fringe or retirement benefits following dismissal.

22.6 Retirement credentials

A. Department employees will be issued the appropriate retired identification upon retirement. As required by A.R.S. §13-3112 and approved by the Police Chief, sworn employees retiring in good standing will be issued an "honorably retired" commission card; all other sworn employees will receive a retired commission card.

B. Employees who leave the Department for reasons other than retirement will generally not be granted credentials. The Police Chief may grant exceptions to this policy as circumstances warrant.

C. Badges are Department property, whether paid for by the Department or the employee. Any personally owned badges must conform to adopted agency requirements in both form and style. Employees shall return all badges at the time of separation from the Department, other than upon retirement. The Police Chief may grant exceptions to this policy as circumstances warrant.

22.7 Light or Modified Duty

Light or modified duty is outlined in City of Coolidge policy 4-14

22.7.1 General light duty limitations

A. Light/modified duty assignments may be available on a temporary basis. An employee who has suffered an industrial injury and is cleared by a licensed physician to return to light duty work shall contact the employee's supervisor and provide a copy of the physician's release and limitations form. The supervisor shall forward the documentation to the Administrative Secretary. The Administrative Secretary shall determine, in conjunction with the Chief, whether a light duty assignment is available and appropriate. At the Chief's discretion, employees may be sent to a City-selected physician when additional medical information/clarification is needed to determine the employee's fitness for work.

No employee on industrial leave may refuse to work an assignment within the limits of their capabilities as defined by their physician's statements, unless the employee is on Family Medical Leave. Employees on FMLA may refuse such assignments without loss of their rights under the FMLA.

22.7.2 Non-Industrial Injuries

Employees who are unable to fully perform their duties due to non-work related illness or injury may use sick leave, compensatory time, vacation leave, leave without pay (within the limits of City policy) or Family Medical Leave (if applicable) until able to resume their duties.

If an employee's illness or injury is covered by the Americans with Disabilities Act, the employee should contact City HR to begin the reasonable accommodation process. If reasonable accommodation is possible and there is an available light duty position, the employee may be offered that position as a reasonable accommodation.

22.7.3 Time Limits

Light duty positions are not intended to be and shall not become permanent positions. If the employee is unable within one year to return to full-duty, the employee shall be referred to the Human Resources Department to discuss other options that may be available, including permanent reasonable accommodation, reclassification, medical retirement, long-term disability, and termination.

22.7.4 Off-Duty Employment While on Light Duty

Employees who are on light duty will normally not be permitted to work off-duty in a police capacity.

22.8 Medical Releases To Return To Work Following Industrial Injury

No later than the beginning of their next regularly scheduled shift, an employee returning from industrial leave will provide their supervisor with a copy of a written full-duty or light duty release from a licensed physician. At the Commander's discretion, employees may be sent to a City selected physician when additional medical information/clarification is needed to determine the employee's fitness for work.

22.9 AWOL (Unauthorized Leave Without Pay)

An employee is considered AWOL if the employee does not return from authorized leave as scheduled or if the employee is absent without authorization.

22.10 PHYSICAL FITNESS FOR DUTY EXAMINATIONS

A. All requests for physical fitness for duty examinations (psychological fitness see paragraph M below) of an officer shall be discussed in detail with the Chief. If the Chief agrees that an examination is necessary, a draft order to the officer shall be prepared, containing the information required by A.R.S. § 38-1112. If the Chief approves the draft order, the matter shall be discussed with Human Resources.

B. Upon approval of the request, an appointment shall be scheduled with the selected physician, providing at least a ten-day notice to the officer. The notice to the officer shall be completed and presented to the officer. The officer shall be advised that attendance is mandatory and that he/she will be compensated for the time spent at the appointment.

C. The Department may order an officer to submit to a physical examination with a physician only if the officer has acted or failed to act in an observable manner that indicates that there is a physical condition materially limiting the officer's

ability to perform the essential functions of the officer's job, within the officer's job description. Fitness for duty physical examinations for sworn paid officers who have passed probation are governed by A.R.S. §38-1112.

1. The Department shall provide the officer with a written order that includes all of the specific objective facts on which the order for the examination is based, except that the names of the individuals who reported the observed conduct may be omitted.
2. The order shall specify the time, place, manner, conditions and scope of the examination and the person(s) who will conduct the examination. The order shall provide the officer with at least ten calendar days' notice.
3. The officer may have a representative present during the examination if the person conducting the examination agrees.

D. The Department may provide a copy of the order to the physician, along with any additional information it may have related to the fitness for duty. In addition, the person doing the examination shall be advised that he/she may consider and report on only:

1. the officer's medical or other records that are directly relevant to the actions in question.
2. medical records that record preexisting conditions that are relevant to the examination.
3. any condition of the officer that the physician identifies during the course of the physical examination that endangers the safety of the officer or the community.

E. If the officer advises the Department that he/she will be seeking an independent medical examination, the Department shall provide the physician selected for the independent medical examination with copies of all materials that are provided to the physician selected for the fitness for duty examination.

F. Upon receipt of the final report of the examination containing the medical professional's findings, the Department shall notify the officer that the report has been received.

G. The report shall be provided only to the Department and the law enforcement officer and shall not be provided to any other person except as required for any subsequent appeal or certification action involving the law enforcement officer.

H. If the officer presents the Department with a final report of an independent medical examination or if the officer waives any right to request an independent medical examination, the Department ordered fitness for duty final report will be provided to the officer immediately.

I. If the officer does not present the results of an independent medical examination within twenty days after the Department provides the officer notice that the report has been received, the officer is deemed to have waived the right to present the results of the independent medical examination.

J. The Department shall not take any final action until after the officer has had at least twenty days to review the fitness for duty report, unless the officer waives the twenty- day period or the employer grants an extension.

K. Following receipt of all report(s), the police chief shall make a decision as to the continued employment status of the employee.

L. Fitness for duty reports and independent medical examinations are confidential and shall be placed in the employee's confidential medical file maintained by City Human Resources. Only those in the employee's chain of command will be advised of any of the contents of the report, and the information that will be shared will be limited to whether the employee will remain employed and, if so, what if any limitations have been placed on the employee.

M. The Department may order an officer to submit to a psychological examination with a psychiatrist or psychologist if it reasonably appears that the officer is limited in the officer's ability to perform the essential functions of the officer's job for psychological reasons. In general, the procedure that will be followed for a psychological fitness for duty examination will follow that outlined in this section.

22.11 Off-duty/Extra-duty/Outside Employment

22.11.1 Definitions

Off-duty Employment (*as a peace officer*) – The employment of any *sworn* member of the police department who receives wages, compensation or other consideration of value from another employer, organization or individual not affiliated directly with this department for services, products or benefits rendered. All work scheduling communications and compensation for services are arranged between the City employee and the outside entity. Off-duty work normally takes place outside of Coolidge city limits. (*A COC Outside Employment Request form is required.*)

Extra-duty Employment (*as a peace officer*) – The employment of any *sworn* member of the police department who receives wages, compensation or other consideration of value from another employer, organization or individual not affiliated directly with this department for services, products or benefits rendered. All work scheduling communications are arranged between the department's Administrative Assistant and the outside entity. The hourly wage is determined by the department. All compensation for services is conducted between the City employee and the outside entity. Extra-duty work normally takes place inside the Coolidge city limits. (*A COC Outside Employment Request form is required.*)

Outside Employment (*not as a peace officer*) – The employment of any member of the police department who receives wages, compensation or other consideration of value from another employer, organization, individual not affiliated directly with this department for services, products or benefits rendered; to include self-employment. All work scheduling communications and compensation for services are arranged between the department employee and the outside entity. (*A COC Outside Employment Request form is required.*)

Overtime Details (*as a peace officer*) – See G.O. 22.2.2 F. (*A COC Outside Employment Request form is not required.*)

22.11.2 Prohibited Off-Duty Work

Any off-duty work that does or may conflict with law enforcement duties or the Department's best interest is not permitted. Examples include, but are not limited to, the following: acting as an expert witness in litigation, collection of bad debts, adjusting claims, recovering property covered by a security agreement in default of payment, investigation and/or reconstruction of accidents, private investigations or security consultant services, working as a bouncer, working at

the scene of a labor dispute, or working at any business or location where the primary focus is the sale of alcoholic beverages or dispensing or use of recreational or medical marijuana, or the adult entertainment industry.

22.11.3 Emergency Call to Duty from Off-Duty Work

Officers must advise off-duty employers that the Chief may determine at any time, and for whatever duration may be necessary, that all City officers are needed to perform regular police duty and will not be permitted to work off-duty. Officers working off-duty shall immediately respond to a call to active duty.

22.11.4 Additional limitations

A. Generally, off/extra-duty work will be permitted outside the City limits.

B. Vacation or Compensatory Time leave may be used to work off/extra-duty or outside employment work during an officer's regular work days, but only when it does not put the officer's team below minimum staffing. Staffing special events (e.g., Cotton Days, Calvin Coolidge Days, etc.) always takes priority over off/extra-duty and outside employment. Likewise, officers working off/extra duty shall be subject to emergency call outs or shift staffing needs, as a priority over off/extra duty.

C. An officer may not work an off/extra-duty job if the officer has utilized City sick leave within the previous twelve hours.

22.11.5 Maximum hours and maximum hours between shifts

No officer may work off-duty or engage in outside employment more than sixty hours in a pay period without taking vacation or compensatory time off from regular duty. All officers shall have a rest period of not less than eight (8) continuous hours out of any twenty-four (24) hour period, whether working on-duty, off-duty or outside employment. No officer shall work more than sixteen (16) hours of off-duty work or outside employment in any twenty-four (24) hour period.

22.11.7 Special circumstances

The Police Chief may grant exceptions to these rules, for specific periods or specific events, when doing so is in the best interest of the City.

22.12 Outside employment (not as a peace officer)

22.12.1 Eligibility

A. All employees are eligible to engage in outside employment by complying with the City's policy for approval of outside employment.

22.12.2 Maximum hours and maximum hours between shifts

All employees shall have a rest period of not less than eight (8) continuous hours out of any twenty-four (24) hour period, whether working on-duty, off-duty or outside employment. No employee shall work more than sixteen (16) hours of off-duty work or outside employment in any twenty-four (24) hour period.

22.13 Court appearances

Attendance at court or quasi-judicial hearing and proceedings is required of most Department employees from time to time as a part of the employee's duties; employees shall attend when notified to do so. Employees shall be prompt, dress professionally (uniform or business attire), and arrive prepared to testify. Employees shall be attentive and respectful and shall testify for both the prosecution and the defense in a respectful and impartial manner. Testimony shall be truthful.

Employees shall comply with courtroom rules regarding the wearing of firearms.

22.13.1 Conflicts

When an employee received conflicting notices to appear (for example, from both City Court and Superior Court), the employee shall honor them in order, first, of the issuing court (United States District Court, Superior Court, Justice of the Peace Court, and City Magistrate Court), and second, of the date of service. The employee shall immediately notify the party requesting a subpoena with a lower priority of the conflict and the employee's responsibility to honor the other subpoena. If the conflict is between a court and an administrative hearing, the employee shall immediately notify the employee's supervisor. The supervisor shall contact the prosecutors or others in charge of the conflicting matters to resolve the conflict.

22.13.2 Subpoenas

A. Employees shall accept any subpoena served on them. Any questions regarding the validity of a subpoena or the need to attend a particular hearing shall be directed to a supervisor. Employees subpoenaed by the defense attorney shall immediately notify the prosecuting attorney who is handling the case.

B. Any subpoena that request records be produced should be given to the Records Section for response. Questions concerning response to a subpoena for records should be referred to a supervisor.

22.13.3 Evidence

Officers are responsible for delivering evidence to the courtroom when requested by a prosecutor to do so.

22.13.4 Attorney pre-trial interviews

A. Employees shall cooperate with attorneys (defense or prosecution) or unrepresented defendants in response to requests for pre-trial interviews. When requested by a particular prosecution officer or prosecuting attorney to do so, employees shall always coordinate defense attorney interviews with the prosecutor. Generally, attorney interviews should be scheduled during an employee's duty hours and between the time period of 0800 to 1800, Monday through Friday. If the officer does not work during those hours, the interview should be scheduled to begin at the closest time to the employee's tour of duty that begins during those hours/days. Interviews may take place at a police facility or at an appropriate location mutually agreed upon.

B. When contacted by an attorney on a civil matter, the officer must determine whether the case involves the City as a party. If it does (a traffic accident involving the officer, for example) the employee must first discuss the request with the attorney representing the City.

C. Interviews may be recorded by either party to the interview. Equipment for the recording is the responsibility of the party wishing to record the interview.

D. An officer who is a victim in a criminal case is not required to grant an attorney interview.

22.13.5 Emergency situations

If an employee encounters an emergency situation and cannot attend an interview or respond to the court in a timely fashion, the employee shall immediately contact the attorneys involved, or a supervisor who shall contact the attorneys on behalf of the employee.

22.13.6 Civil matters

A. Employees who are served with a lawsuit involving actions taken on duty, or while performing police duties, shall immediately inform their chain of command. Given the limited time period for responding to lawsuits, officers shall not delay in

notifying their chain of command. Supervisors receiving copies of lawsuits shall advise the Police Chief and route the lawsuit to the City Attorney's Office upon receipt.

B. Officers shall not enter into civil compromises or otherwise settle cases involving the City.

C. Employees who become involved in litigation over matters not involving the Department will consider advising their chain of command. Under no circumstances should one Department employee accept service of process on a matter that relates solely to another employee's private, non-police related business.

22.13.7 Compensation

Any compensation for a judicial or quasi-judicial appearance (other than as a juror) paid by any source other than the City (for example, witness fees) shall be immediately turned over to the Department. No employee shall appear as an "expert witness" for any entity other than the City or the County Attorney's Office without written permission from the Police Chief.

22.13.8 Litigation Hold

Employees may be provided with a "Litigation Hold". This term refers to a request from attorneys or persons seeking to file suit against the City. Employees must preserve all relevant material to the litigation as well as all material articulated in the hold. This material may be kept and secured by the employee or provided to Counsel for the City. This material shall be preserved until the employee is notified that it is no longer needed.

OFF-DUTY EMPLOYMENT REQUEST

Employee's Name: _____

Request Date: _____

Name of Employer:

Address of Employer:

Phone number of Employer:

Type of work to be performed:

Location of work:

Approximate schedule or number of hours to be worked:

I understand that outside employment must not interfere with my duties and responsibilities as a City of Coolidge Peace Officer. I may be subject to emergency call outs or shift coverage. Any act performed while engaged in outside employment will be my responsibility or the responsibility of my outside employer and not that of the City of Coolidge or Coolidge Police Department. My off-duty employer and I are responsible for any injury or medical expenses incurred from injuries sustained while working in off-duty status. I will be responsible for all income tax, insurance or other deductions that are customary and usual and I understand these expenses are not the responsibility of the City of Coolidge. I confirm that this work adheres to the current Off-Duty/Outside Employment Policy of the Coolidge Police Department and the City of Coolidge. I authorize my off duty employment records by any employer to be released to the Coolidge Police Department.

Officer Signature

Date

Shift Supervisor Approval

Patrol Commander Approval

Chief Approval

Date of Approval

Expiration Date