

# CITY OF NEW ORLEANS

ED QUATREVAUX, INSPECTOR GENERAL



May 12, 2011

Mitchell J. Landrieu, Mayor  
City of New Orleans  
1300 Perdido Street  
New Orleans LA 70112

Dear Mayor Landrieu,

You asked that the OIG review a draft document outlining the NOPD's policy changes in response to the DOJ recommendations. The comments below reflect our hasty analysis of 24 hours and do not constitute a thorough and complete review of the subject.

A transition period is certainly necessary, but we believe it better that uniformed police have no role whatsoever in the management of the proposed organization. We believe it best if this office were placed instead in City Hall for administration due to lack of trust in the NOPD.

The process described in response to DOJ #1 is problematic.<sup>1</sup> It maintains a financial relationship between the police officer (PO) and the entity where the relationship ought to be between the City and the entity. The manner of payment, although not in cash, is unnecessarily complex and requires POs to calculate taxable income for reporting purposes.

We believe it far better that entities pay the City, not the police officer, and that the City bill for the officer's time at overtime rates plus a rental fee for equipment, and include an administrative fee to fund the total cost of this administrative office. The police officer's overtime pay would be included in the regular paycheck, which would allow control of the total time worked by a PO.

The document makes no mention of limits on an officer's *total* time worked, which is critical to public safety. Jefferson Parish limits POs to a maximum of 16 hours in a 24-hour period, and no more than 76 hours/week for duty, overtime and details.

The grandfather clause proposed in paragraph 1.f. on page 3 will ensure that the cozy relationships will last forever, i.e., those who "own" details now will continue to own them until they retire. That is acceptable in a transition, but if there is to be a real transition these relationships must be terminated. The term "good standing" in paragraph 2.b. is undefined.

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<sup>1</sup> These comments are limited to off-duty details that call for police or security functions. Off-duty activities that do not call for such services could be treated differently..

We believe employers should be vetted to prohibit details for bars, porn movies and other activities that might sully the reputation of the department. Further, it might be helpful if POs were required to sign that they will comply with the City and State Ethics Codes.

In response to DOJ #3, we believe NOPD should have no role as stated earlier. The term "daily conformity inspection" has no meaning to the public or the City leadership.

In response to DOJ# 4, we believe that the current regulation cited as a basis is itself illegal. The superintendent does not have the authority to waive the standards set forth in the ethics codes. It should be changed to delete that authority.

In response to DOJ #6, we believe this invoicing/ payment process to be overly complex and indirect. It would be far better to treat details as work performed on behalf of the City, and pay the officer at overtime rates through the payroll system where appropriate withholding and control of total hours worked can be accomplished.

In response to "Additional Recommendations," the prohibition of a supervisor being supervised by a subordinate is an essential step. However, we fail to see why a Captain needs to work details or, for that matter, should have the time to do so.

In "Additional Restrictions," the document fails to prohibit calling in sick and working a detail. This would be excluded from the current definition of "split shift."

In addition to the above, we are concerned with the apparent high volume of paid details.<sup>2</sup> We believe it worth asking "how much is too much?" when it deals with these details. It begs the question, "how many police officers do we need to patrol the City effectively?" I am told that the 7<sup>th</sup> district had only 3 officers on duty last Friday night. It is possible that "off-duty details" might leave insufficient police officers to execute the NOPD's mission properly. The NOPD needs to sum up how daily requirements and detail requirements compare to the actual number of POs available for duty.

The word "coordinate" is used in various forms throughout the document. "Coordinator" is synonymous with "owner," the euphemism for police officers who solicit details, hire other officers, and collect from the entities that serve. It must be clearly and explicitly defined or it will be evaded with impunity.

Off-duty details, in an optimal situation, should be less rewarding than the principal job of providing police services. This document attempts to preserve the status quo wherein the details are more important than policing for many officers. An ideal policy should drive away those not interested in the principal function. Until a real transformation occurs, the NOPD will continue to host corruption, and yield less than effective police services to the community.

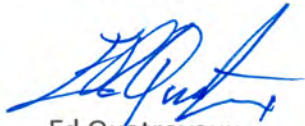
Our view is that the very existence of long-term details to protect areas of the City is irrefutable evidence of the public's lack of confidence in the NOPD's willingness and ability to protect them.

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<sup>2</sup> The document's recitation of numbers leaves the reader unable to determine the volume of work.

In closing, I must repeat that this was a cursory analysis. There are other comments we would make if the OPDS were to be included in the NOPD, or the proposed invoicing/payment system be adopted.

Please contact me if you would like to discuss these views or if we can assist in some other way.



Ed Quatrevaux  
Inspector General