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## Outside Employment

### 1039.1 PURPOSE AND SCOPE

This Department recognizes that allowing South Jordan City Police officers to work off-duty, in a police capacity, is a benefit to South Jordan City, the employee and the South Jordan Community at large. The benefit to the City is evidenced by the fact that the private employer is underwriting the cost of an additional police officer to perform a law enforcement function which otherwise might require the use of on-duty personnel. Because an off-duty officer's police related conduct reflects back on the department, and the officer's off-duty non-police related conduct may affect their ability to perform their job, it is in the department's best interest to regulate and oversee Secondary Employment.

An employees' primary employment obligation is with the South Jordan City Police Department. All secondary employment is a privilege and shall conform to the provisions established within this policy.

### 1039.2 DEFINITIONS

Secondary employment, as used in this section, is defined as any employment, including self-employment, performed by any employee of the Department apart from their official assigned duties and required duty times.

(a) Police-Related Secondary Employment

- Secondary employment performed by a sworn employee requiring the use of peace officer authority.

(b) Non-police Related Work

- Secondary employment performed by any employee of the Department not involving the use of peace officer authority.

(c) Secondary Employment Coordinator (S.E.C.)

- The Secondary Employment Coordinator is responsible and authorized by the Chief of Police to review and approve Applications for Secondary Employment. The S.E.C. will be responsible for maintaining a centralized file. The S.E.C. will be the Department point of contact for all request for Secondary Employment made through the City. The S.E.C. will also coordinate the scheduling of Officers for Secondary Employment.

(d) Fee Based Detail

- A Fee Based Detail is secondary employment where law enforcement or related activities are performed for a separate and independent Entity (public or private) requests an officer's service during off-duty hours and where the officer is paid through the South Jordan Police Department payroll at an adopted hourly rate of pay. Officers working a Fee Based Detail will do so on a voluntary basis.

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- A "Fee Based Detail" can only be initiated when the requesting Entity can demonstrate that the need for a police officer and the service to be performed is also of benefit to the City. In addition, a requesting Entity must show that they are not likely to be able to provide liability and/or worker's compensation insurance or is unable to pay employees directly. It is because of the benefit to the City that the S.E.C. can schedule and coordinate the employment and wages can be paid through Department payroll.
- Because secondary employment is usually in addition to an officer's 40-hour work week, the adopted hourly rate of pay charges to the Entity will be based on the average overtime rate of pay for all police officers. This rate of pay may be updated periodically. Officers shall be paid the normal overtime rate based on each officers hourly pay.
- Officers who volunteer to work a "Fee Based Detail" and who are cancelled prior to performing that work will not be compensated.
- A Fee Based Detail can only be initiated through the office of the Secondary Employment Coordinator.

#### (e) Overtime Detail

- An overtime detail is secondary employment where law enforcement or related activities are performed for the South Jordan Police Department or for another City entity during off duty hours, and where the officer is paid through the Department payroll at an overtime rate of pay. Officers working an "Overtime Detail" will do so, on a voluntary or assigned basis. The Department may specify or exclude employees based on pay grades, special skills or assignment. Officers who volunteer to work an "Overtime Detail" and who are cancelled prior to performing that work will not be compensated. An "Overtime Detail" can only be initiated through the office of the Secondary Employment Coordinator.

#### (f) Standard Detail

- A Standard Detail is secondary employment where law enforcement or related activities are performed for a private entity and where the officer is paid directly by that entity at an agreed upon rate of pay. Officers who volunteer to work a "Standard Detail" through the S.E.C. and who are cancelled prior to performing that work will not be compensated. Standard Detail will be coordinated through the S.E.C. The requesting entity will be responsible for State and Federal income reporting and withholding requirements.

#### 1039.2.1 VEHICLE USE FEE

A secondary employment detail which requires a police vehicle to be used as an integral part of the job requirement may be assessed a vehicle fee as stipulated in the South Jordan City Fee Schedule, as determined by the Chief of Police.

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#### **1039.3 SECONDARY EMPLOYED OFFICER'S DUTIES**

All staff working a "Standard Detail" that is for an ongoing type situation must complete a Secondary Employment form. This must be approved before any work is performed. This form must be renewed annually.

#### **1039.4 SECONDARY EMPLOYMENT RESTRICTIONS**

- (a) Probationary Officers are not permitted to perform police-related secondary employment work unless authorized by the S.E.C. and the Chief of Police. Moreover officers who have not been signed off of FTO are not eligible to participate in any police related secondary employment.
- (b) It is the responsibility of the individual officer to arrange a replacement if they are unable to fulfill an S.E.C. scheduled secondary employment assignment.
- (c) Officers who are placed on probation or suspension will be excluded from participation in police-related secondary employment until such time as the probation is terminated or the suspension is removed.
- (d) Officers who are on sick leave, light-duty status, injury leave, short-term or long-term disability or administrative leave are prohibited from working or signing up for police-related secondary employment.
- (e) Officers will use discretion and typically not enforce employer rules. Enforcement action should only be taken on violations of law, breach of peace, or public disorder.

#### **1039.5 PROHIBITED EMPLOYMENT**

The following are conditions where secondary employment is prohibited to employees of this Department:

- (a) Where the employer restricts the officer in any way from performing the duties of a police officer. (Police Related Secondary Employment)
- (b) For private security agencies as an agent with contract authority for that company. (Sworn only)
- (c) Private investigative work of any kind without permission from the Chief of Police.
- (d) Outside the City limits in the capacity of police-related secondary employment without prior approval of the Chief of Police. (Sworn only)
- (e) At any location where the employer will not hire an adequate number of officers, as determined by the police department, to safely handle the situation. (Sworn only)
- (f) Where an employee may be involved in photographs, voice recordings, or advertisements endorsing commercial products while being identified as a South Jordan City Police officer or civilian employee of the Department.

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- (g) Officers will not work in a "Police-Related Secondary Employment" capacity for bars or bar areas of restaurants or other establishments where the sale and consumption of alcohol is the primary business. (Sworn only)
- (h) Employees will not work in any sexually oriented business as defined by City ordinance.
- (i) No employee shall accept employment or engage in any business or secondary employment which might require or induce that employee to disclose confidential information gained by reason of the employee's position with the Department, nor will any employee accept employment that might impair the independence of judgment in the performance of Departmental duties and law enforcement responsibilities.
- (j) No employee of the Department shall be employed as a bondsman.
- (k) No employee of the Department shall accept employment with any business, or own or operate any business, with a conflict of interest.
- (l) No employee of the South Jordan City Police Department may engage in secondary employment as a consultant for any person or entity who is either under investigation by any government agency as a suspect in a criminal matter, or who is a litigant, or proposed litigant against South Jordan City, or any of its Departments or employees, or any other government agency.

The Chief of Police must authorize any deviation from this order in advance. The Chief of Police may suspend or revoke an employee's work permit for violation of any Department order or policy.

#### **1039.6 SECONDARY EMPLOYMENT INDEMNIFICATION AGREEMENT**

Generally, an indemnification agreement should be completed for secondary employment details, a minimum of 5 days prior to the beginning of the detail. This requirement may be waived, by the Chief of Police or designee, if there is insufficient time to execute the agreement and/or the interest of public safety dictates a police presence.

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#### **SOUTH JORDAN POLICE DEPARTMENT** SECONDARY EMPLOYER EMPLOYMENT AGREEMENT

South Jordan City Police Officers and Civilian Employees may engage in secondary employment under certain conditions. Because of the nature and sensitivity of law enforcement, off-duty officers and Civilian employees are required to abide by strict rules and regulations in connection with secondary employment as outlined in Department policy. Pertinent regulations are listed below for your reference. In order for a South Jordan City Police Officer(s) or a Civilian employee(s) to work for you, we are supplying this instructional police employer agreement.

#### Officers and Civilian Employees

1. No employee shall accept any employment or engage in any business or secondary employment activity which might require or induce that employee to disclose confidential information gained by reason of the employee's position with the Department nor will any employee accept employment that might impair the independence of judgment in the performance of police related duties.
2. In the event that the employee you have hired suffers an injury while engaged in your employ, you, the secondary employer, will be responsible for worker's compensation costs that arise from that injury (Except for an officer exercising some form of police power). Further you will be responsible for complying with State & Federal income reporting and withholding requirements.
3. The employer agrees neither South Jordan City nor its agents will be liable for any damages either actual or prospective or residual should the employee fail to appear or perform the services agreed.

#### Officers Only

1. Employers may not interfere with or restrict an officer in any way from performing the duties of a police officer.
2. Officers will function only in a police capacity and cannot enforce employer rules. Enforcement action will only be taken on violations of law or breaches of the peace or civil disorder.
3. In the event that an emergency response necessitates the officer leaving an assigned post, it should be understood that the period of absence may be short or lengthy depending upon the emergency. The officer's first responsibility in an emergency response situation is to the Department not the secondary employment entity.
4. You also agree to indemnify and hold harmless South Jordan City and its agents for any expense, loss, damage, or liability incurred from or arising out of, or due to, or in connection with the actions of an officer working secondary employment for you except in those situations wherein the officer is acting within the scope of enforcing the laws and ordinances of South Jordan City or the State of Utah, which the officer would otherwise enforce while on or off duty,

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even if the officer was not secondarily employed by you. (This means that you will be required to indemnify South Jordan City and its agents and officers for claims made against them while in your employ, which **do not** involve an incident where a police officer was acting within his or her official capacity as a police officer.)

I have read, understand and agree to abide with the conditions set forth in this agreement.

BUSINESS: \_\_\_\_\_ DATE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_ ZIP: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ PHONE: \_\_\_\_\_

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