

Germantown Police Department

Policies and Procedures

Number: 1-16
Effective Date: January 1, 2003
Subject: Secondary Employment
Previous Revisions:

I. PURPOSE

The purpose of this policy is to set forth guidelines to govern secondary employment by members of the Germantown Police Department.

II. POLICY

It is the policy of the Germantown Police Department to provide guidelines to law enforcement employees to inform them of the types of secondary employment that are appropriate, and to establish procedures to maintain accountability for the welfare of the agency. These requirements are essential for the efficient operation of the agency and for the protection of officers, the agency, and the community.

III. DEFINITIONS

Employment: The provision of a service, whether or not in exchange for a fee or other service. Employment does not include volunteer work for charitable organizations.

Extra-Duty Employment: Any employment that is conditioned on the actual or potential use of law enforcement powers by the police officer employee.

Regular Off-Duty Employment: Any employment that will not require the use or potential use of law enforcement powers by the off-duty employee.

IV. PROCEDURE

There are two types of off-duty employment in which an employee may engage:

A. Regular Off-Duty Employment

Employees must submit a completed "Off Duty Employment Form" prior to engaging in regular off duty employment. Employees may engage in regular off-duty employment that meets the following criteria:

1. Employment of a non-police nature in which vested police powers are not a condition of employment; the work provides no real or implied law enforcement service to the employer and is not performed during assigned duty hours.
2. Employment that presents no potential conflict of interest between duties as a law enforcement officer and duties for the secondary employer.

Some examples of employment representing a conflict of interest include, but are not limited to the following:

- a. Officers who work as a process server, reposessor, bail bondsman, or bill collector; towing of vehicles; or any other employment in which police authority might be used to collect money or merchandise for private purposes.
 - b. Work involving personnel investigations for the private sector or any employment that might require the police officer to have access to police information, files, records, or services as a condition of employment.
 - c. Employment using a police uniform in the performance of tasks other than those of a police nature.
 - d. Employment that assists (in any manner) the case preparation for the defense in any criminal action or for either side in any civil action or proceeding.
 - e. Officers who work for a business or labor group that is on strike.
 - f. Officers who work in occupations that are regulated by, or that must be licensed through, the police agency or its civilian board.
 - g. Officers cannot work as bouncers or bodyguards.
3. Employment that does not constitute a threat to the status or dignity of law enforcement as a professional occupation. Examples of employment that constitute such a threat and should be denied include, but are not limited to:
 - a. Establishments that sell pornographic books or magazines, sexual devices or videos, or that otherwise provide entertainment or services of a sexual nature.

- b. Any employment involving the sale, manufacture or transport of alcoholic beverages as the primary business.

4. Off-Duty Security Work

Off-duty security work includes any security work wherein the officer is compensated by monetary payment, personal property, or benefits, including, but not limited to, persons who receive a rent-free or discounted rate apartment in return for performance of security duties.

- a. No police officer may own, operate, or manage a security guard company or private detective business. This includes guard dog companies. This provision shall not apply to employees granted an exception under a previous policy.

Officers are also prohibited from contract security work since this requires a business license and registration with the Tennessee Department of Commerce and Insurance.

- b. An officer may work for a security guard company or perform security work for a business under the following circumstances:

- (1) The security guard service or business at which the officer is employed as a security guard is registered with the Department of Commerce and Insurance and carries the proper insurance coverage (bond).

- (2) The officer does not, at any time while engaged in off-duty security work, carry or display his/her Germantown Police Department identification card, badge, or uniform.

- (3) The officer does not at any time while engaged in off-duty security work carry any Germantown Police Department gun, handcuffs, or other equipment.

- c. In accordance with existing Police Department policy, any commissioned officer of the Germantown Police Department has the authority to make arrests, carry his/her service weapon, and use deadly force while off duty, just as he/she would while on duty.

However, ANY OFFICER WHO ENGAGES IN OFF-DUTY SECURITY WORK WILL REVERT TO A DECOMMISSIONED POLICE STATUS WHILE SERVING AS A SECURITY GUARD. During the decommissioned status, the officer shall possess the arrest powers only of a private person.

- d. No officer working as a private security guard will make any court appearance connected with an arrest arising out of said security guard duties while on duty as a member of the Germantown Police Department, or while being paid for a court appearance made as a police officer.
5. Injuries sustained by officers during off-duty employment are not covered by the medical or dental policies of the City of Germantown.

A complete report of injury shall be filed by any off-duty officer or a member of the general public occurring during the course of, and within the scope of, their off-duty employment. This report shall include: date of accident or injury, time of day, injured party's name, address and telephone number, name of injured person's parent or guardian (if a minor), names and telephone numbers of any witnesses, complete description of events and circumstances surrounding the accident or injury, and any official report prepared by law enforcement agencies having jurisdiction.

6. Complaints against officers arising out of off-duty employment will not be investigated by the Internal Affairs Unit. If an officer is arrested in conjunction with an incident arising out of off-duty security work, he/she may be suspended without pay until the final disposition of all criminal charges. If an officer is relieved of duty as a result of an investigation involving off-duty employment, the officer will be required to utilize his/her benefit time or take unpaid leave, if no benefit time is available.

B. Extra-Duty Employment

Police officers may engage in extra-duty employment as follows:

1. Where government, profit making, or not-for-profit entity has a contract agreement with the police agency for police officers in uniform who are able to exercise their police duties.
2. Types of extra-duty services that may be considered for contracting are as follows:
 - a. Traffic control and pedestrian safety
 - b. Crowd control
 - c. Security and protection of life and property
 - d. Routine law enforcement for public authorities
 - e. Plainclothes assignments

V. LIMITATIONS

Limitations on regular off-duty employment and extra-duty employment (together known as “outside employment”) are as follows:

1. In order to be eligible for outside employment, a police employee must be in good standing with the agency. Continued agency approval of a police officer’s outside employment is contingent on such good standing.
2. Those officers who have not completed their probationary period or who are on medical or other leave or limited duty shall not normally be eligible to engage in outside employment.
3. Prior to obtaining outside employment, a police employee shall comply with agency procedures for granting approval of such employment or registration for outside employment. All instances of outside employment will be approved in advance by appropriate authority (Chief of Police).
4. A police officer may work a maximum of 20 hours of outside employment, or a total of 62.5 hours in combination with regular duty in each calendar week.
5. Work hours for all outside employment must be scheduled in a manner that does not conflict or interfere with the police officer’s performance of duty.
6. A police officer engaged in any outside employment is subject to call out in case of emergency, and may be expected to leave his/her outside employment in such situations.
7. Permission for a police employee to engage in outside employment may be revoked where it is determined, pursuant to agency procedure, that such outside employment is not in the best interests of this agency.
8. A member shall not engage, directly or indirectly, in the ownership, maintenance, or operation of any business that is prohibited by Departmental orders and directives.

VI. REVIEW PROCESS

An annual review of this policy will be conducted to determine if it should be revised, cancelled or continued in its present form.

This order shall remain in effect until revoked or superseded by competent authority.

**EMPLOYEE/EMPLOYER'S
OFF DUTY EMPLOYMENT FORM**

EMPLOYEE SECTION

I, _____ (name of employee), hereby knowingly and voluntarily permanently give up, waive, and release any and all rights I might have, or might later acquire, against the City of Germantown, or any of its officers or employees for any personal injuries, physical or non-physical, or for property damage that I have, or that I may in the future experience, as a result of my self employment, my employment by the below mentioned employer, or my employment by anyone other than the City of Germantown.

I recognize that, in the course of my employment, or direction by anyone other than the City of Germantown, I will not be covered under the City's worker's compensation, medical coverages, and/or liability coverages. My waiver and release of these rights includes, but is not limited to, any right of mine to representation by an attorney, or to indemnification by the City, or to coverage under any worker's compensation or liability policies held by the City.

I agree that I shall not make any claims nor file any lawsuits against the City of Germantown, its officers, employees, or the TML Risk Management Pool for any such injuries or damages. Should a lawsuit be filed against the City of Germantown, its officers, employees, or the TML Risk Management Pool as a result of my employment, compensation, and/or direction by anyone other than the City of Germantown, I agree to defend such lawsuit and to indemnify and hold them harmless from any damages.

EMPLOYER SECTION

I, _____ (name of employer), acknowledge that _____ (name of employee) is also an employee of the City of Germantown, and therefore may be subject to certain laws or regulations of the City of Germantown that would affect his/her performance of any employment by _____ (name of business).

I, _____ (name of employer), nonetheless hereby knowingly and voluntarily, permanently give up, waive, and release any and all rights or claims I might have, or that I might later acquire, against the City of Germantown or its officers, employees, or insurance policies, arising out of or relating to the course of my employment of _____ (name of employee).

I agree to defend the City of Germantown and/or its officers and employees against all such claims made against them and to indemnity and hold them harmless from all damages resulting from any such claim. I further agree that I shall not rely on or make a claim upon any insurance, worker's compensation coverage, or liability coverage held by the City of Germantown.

I agree to provide liability coverage for police/security related exposures in an amount not less than \$500,000 and will provide a certificate of liability insurance to the City stating such coverage. I also agree to have the City named as an additional insured on that policy. I further agree to provide a certificate of insurance showing proof of worker's compensation coverage for the officer.

EMPLOYEE:

EMPLOYER:

Date

Date

Name of Employee

Name of Employer

Signature of Employee

Signature of Employer's Representative

Approved, Chief of Police

Title of Employer's Representative

