

# CAMDEN COUNTY POLICE DEPARTMENT



**DISTRIBUTION:** All Bureaus-Sworn and Non-Sworn Personnel

**ORDER TYPE:** Standard Operating Procedure

**SUBJECT:** CONTRACTED SECONDARY EMPLOYMENT

**EFFECTIVE DATE:**

**January 27, 2014**

**ACCREDITATION STANDARDS:**

22.2.5 (LE)

**REVISION DATE**

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**BY THE ORDER OF:**

Chief Gabriel Rodriguez

**SUPERSEDES DIRECTIVE:**

**PURPOSE:** To establish a procedure for the efficient and orderly delivery of contracted police related services for a person or entity other than the County, service which the police department is not obligated or expected to provide or does not normally provide as part of its regular plan of police services.

**POLICY:** The County shall allow officers to engage in contracted secondary employment on a voluntary basis. In order to insure that contracted secondary employment assignments are administrated and conducted in accordance with all applicable laws, ordinances, written directives and prevailing opinions (Attorney General, Section of Pensions, Department of Labor, etc.), the Chief of Police shall designate an officer of the department to act as the Secondary Employment Program Coordinator of the contracted secondary employment assignments.

## PROCEDURE:

### 1. Types of Secondary Employment.

- 1.1. Regular secondary employment: Employment of a non-police nature in which vested police powers are not a condition of employment, and the work provides no real or implied law enforcement service to the employer.
- 1.2. Contracted secondary employment: Work of a police nature in which vested police powers are a condition of a contractual agreement and County property/equipment may or may not be utilized and department uniforms of any kind are worn, or County property/equipment is used and department uniforms of any kind may or may not be worn, or work in which vested police powers are a condition of employment and off-duty members are not hired by the secondary employer as his employee on either a full-time or part-time basis.

### 2. Prohibited Employment Services

- 2.1. Members are prohibited from engaging in or offering their services as an employee under any conditions of employment, which present a threat to the status or dignity of the law enforcement profession or create a potential conflict of interest. Some examples of such employment are:
  - 2.1.1. Establishments that sell pornographic books, magazines, sexual devices, adult videos or that otherwise provide entertainment of a sexual nature,
  - 2.1.2. Employment involving the sale, manufacture or transport of alcoholic beverages, unless approved by the New Jersey State Alcohol and Beverage Control Board. Such approval does not guarantee approval from the Chief of Police,
  - 2.1.3. As a process server, re-possessor, bill collector, or any employment in which police powers are used for purposes of a civil nature,
  - 2.1.4. As a tow truck operator or owner/representative of a towing business providing services within the jurisdictional boundaries of the County of Camden,
  - 2.1.5. Any employment that assists in any manner the case preparation of the defense of any criminal or quasi-criminal proceeding, or for either side in any civil action resulting from an incident occurring in the County of Camden,
  - 2.1.6. At no time shall any member act as an independent contractor and advertise, hold themselves out, actively pursue and solicit a variety of police-related opportunities on a regular basis for hire or profit or otherwise engage in a "private detective business",
  - 2.1.7. Any employment at a location known or believed to be associated with organized crime or any other criminal activity,
  - 2.1.8. Personnel investigations for the private sector or any employment, which might require the member to have access to confidential police information, files, records or services as a condition of employment,

- 2.1.9. Contracted or non-contracted secondary employment involving any labor dispute or strike within the jurisdictional boundaries of the County of Camden.

### **3. Contract Agreements**

- 3.1. Any government, private, nonprofit or profit entity seeking to utilize the services of department members in a contracted secondary employment capacity under the provisions set forth in this directive shall submit application to the Chief of Police on the prescribed form.
- 3.2. Upon receipt, the Chief of Police or his designee shall determine if such a request should be granted.

### **4. Staffing**

- 4.1. The Chief of Police shall designate, as deemed appropriate, a member of sufficient rank as the Secondary Employment Program Coordinator. The program coordinator shall be responsible for all administrative responsibilities of the program, including working with the third party vendor Extra Duty Solutions.
- 4.2. Secondary employment program coordinator is responsible for monitoring and de-conflicting secondary employment issues.
- 4.3. All staff shall be selected for contracted secondary employment in a fair and equitable manner, taking into account the relationship between the employed members skill, rank and past record (including a history of failing to report as scheduled for contracted secondary employment assignments, unacceptable work performance etc.) and the nature of the contracted secondary employment assignment. Sound management principles, including span of control and the nature of the required job tasks, should be taken into consideration when determining staffing needs.

### **5. Work Hours**

- 5.1. No officer shall work more than 16 hours in a 24 hour period unless approved by the Watch Commander or Duty Captain.
- 5.2. No officer shall work more than 25 hours of secondary employment in a scheduled pay week unless approved by the Watch Commander or Duty Captain.

### **6. Uniforms**

- 6.1. Officers are permitted to wear the Class C Specialty Uniform (bike uniform) commensurate with their assignment and in compliance with the Uniform and General Appearance policy.
  - 6.1.1. No officer shall mix class A-B-C-D uniform(s),
  - 6.1.2. OUTER CARRIERS, shall not be worn while working secondary employment,
  - 6.1.3. Department issued vest must be worn inside the shirt,

- 6.1.4. Boots must be worn with the uniform, NOT SNEAKERS,
- 6.1.5. Nylon belt with nylon holders for ALL equipment. Exclusion will be your duty weapon holster,
- 6.1.6. CCPD baseball cap shall be worn, and
- 6.1.7. If you do not have a complete bike uniform, a Class A uniform shall be worn.

## **7. Cancellation**

- 7.1. Officers seeking to cancel an assigned secondary employment job within 24 hours of the report time SHALL do the following:
  - 7.1.1. Attempt to find coverage prior to requesting cancellation.
  - 7.1.2. Contact the secondary employment coordinator to make notification prior to cancellation.
  - 7.1.3. Complete an Information Report explaining why you are unable to do the assignment.
  - 7.1.4. provide supporting documents with the information report.

## **8. Responsibilities**

- 8.1. If a relief/bathroom break is needed, officers will contact the job site point of contact and advise them prior to the break.
- 8.2. Officers will utilize approved vehicles for secondary and/or request approval to use another vehicle from an on-duty supervisor. Unless assigned a Departmental issued vehicle.
- 8.3. Officers are prohibited from using personal vehicles when a department vehicle has been requested by the contracted employer.
- 8.4. Officers shall refer to the Sick Leave policy concerning the section regarding secondary employment.

## **9. Wages**

- 9.1. The hourly rate for contracted secondary employment shall be in accordance with rates negotiated through Camden County Resolution unless otherwise negotiated and agreed upon by the secondary employer.
  - 9.1.1. 2022-2023
    - Officers: \$65 per hour
    - Supervisors (as deemed necessary by the Chief of Police) \$80 per hour.
    - Incident Commanders (as deemed necessary by the Chief of Police) \$90 per hour.

9.1.2. 2023-2024

Officers: \$70 per hour.

Supervisors (as deemed necessary by the Chief of Police) \$85 per hour.

Incident Commanders (as deemed necessary by the Chief of Police) \$95 per hour

9.1.3. 2024-2025

Officers: \$75 per hour.

Supervisors (as deemed necessary by the Chief of Police) \$90 per hour.

Incident Commanders (as deemed necessary by the Chief of Police) \$100 per hour.

- 9.2. The County of Camden, and the collective bargaining agents representing both rank/file and supervising members. Members shall receive compensation in their primary payroll check.
- 9.3. Compensation for regular off-duty employment and non-contracted secondary employment shall be independently negotiated between the secondary employer and the employed member.
- 9.4. Administrative fees. The County of Camden shall require secondary employers who are subject to the contract provisions of this policy to pay an administrative fee of \$5 per hour and \$10 for each police vehicle used for the provision of services in furtherance of the contract. The purpose of the administrative fee is to offset the administrative cost of equipment maintenance, fuel, processing, and liability exposure. Additionally, secondary employers must pay an administrative fee of \$15 per contract to offset all administrative costs associated with processing the contract. Administrative fees shall be paid by the secondary employer in addition to the member's wages.

## 10. Other Considerations

- 10.1. As per the New Jersey Attorney General's legal opinion dated 12/1/77, only officers employed and compensated through the municipality will be considered "on-duty" for liability and indemnification purposes.
- 10.2. As per a memorandum issued by the Chief of the Section of Pensions in the State of New Jersey, "Only service as a policeman or fireman paid by an employer" is considered creditable service under P.F.R.S. (N.J.S.A. 43:16A4) and other conditions or types of employment may affect the accidental disability and death benefits of the P.F.R.S.
- 10.3. Officers employed in a contracted secondary employment capacity are required to take appropriate police action when necessary and retain all police/arrest powers as if they were working a normal shift.
- 10.3.1. Any officer employed in a contracted secondary employment capacity who utilizes police powers (arrest, use of force) in the course of such employment shall be required to conform to all of the reporting

requirements of a department officer on-duty as set forth in the applicable written directives.

- 10.4. When it becomes necessary for an officer engaged in a contracted secondary employment assignment to take enforcement action necessitating the arrest and processing of a suspect, the RT-TOIC shall be immediately contacted and advised of the circumstances surrounding the arrest.
  - 10.4.1. Whenever possible, the RT-TOIC shall assign an officer from the on-duty shift to handle the transportation and booking of the suspect.
  - 10.4.2. If an officer assigned to a contracted secondary employment assignment is required to leave the location as a result of enforcement actions, the RT-TOIC shall, when deemed necessary, assign an officer from the on-duty shift to cover such assignment for the duration of the absence of such officer.
- 10.5. An officer suffering any injury while engaged in contracted secondary employment shall be required to fully comply with the provisions of the written directive governing employee injuries.
- 10.6. Complaints received concerning the actions or inactions of officers engaged in contracted secondary employment will be handled in accordance with the guidelines established in the written directive governing Internal Affairs & Discipline.
- 10.7. All court appearances arising out of actions taken by an officer while engaged in contracted secondary employment will be treated as any other court obligation. Accordingly, officers are entitled to all of the salary and benefits provided for in their applicable collective bargaining agreements for attendance at court sessions.

## **11. Performance of Duty - Professional Conduct**

- 11.1. Officers engaged in contracted secondary employment are required to conduct themselves in accordance with the rules of conduct of the department and all applicable written directives.
  - 11.1.1. The Chief of Police or his designee may deny or revoke any employee's contracted secondary employment with just cause, whenever it is determined that such employment is not in the best interest of the Department, or where any provision of this directive has been violated.
- 11.2. It is essential that all officers employed in contracted secondary employment consider the professional image of the police department and the dignity and status of the profession prior to honoring any requests for unusual or suspect tasks.
  - 11.2.1. All officers engaged in contracted secondary employment are on-duty officers and shall not perform any task not associated with police work that might demean the image of the department or diminish respect for the profession.
  - 11.2.2. Any officer having questions concerning such a request shall summon an on-duty supervisor for consultation.

- 11.2.3. In the event that a conflict results from the refusal of an officer to perform a task in accordance with the provisions of this section, the officer shall summon the on- duty supervisor for consultation.
  - 11.2.3.1. If the supervisor cannot resolve the matter, he/she shall order the suspension of the contracted secondary employment assignment until the Chief of Police or designee can complete a review of the circumstances.
  - 11.2.3.2. The supervisor must immediately notify any additional officers scheduled for the assignment of this suspension to prevent unnecessary response of such officers.
  - 11.2.3.3. The affected officer must complete an information report and forward it through the chain of command to the Chief of Police. Upon consideration by the Chief of Police the approval for the contracted secondary employment may be restored or permanently revoked.
- 11.3. Officers employed in a contracted secondary employment assignment shall immediately terminate their employment if it is deemed to be unsafe to the working personnel or unlawful. The notification and review procedures as outlined above shall apply to these situations as well.
- 11.4. All officers assigned to contracted secondary employment are required to foster a professional image of the department by promptly arriving at the designated location on the date and time scheduled.
  - 11.4.1. Lateness and/or unannounced absence are sufficient justification for disciplinary action.
  - 11.4.2. Under no condition, except those identified in Section V of this policy, shall an officer leave a contracted secondary employment assignment prior to the scheduled termination of the assignment without the expressed permission of the employer and the supervisor.
  - 11.4.3. Officers shall not distract themselves from their responsibilities of providing police protection. Engaging in extended social contacts or family obligations is prohibited.
  - 11.4.4. Officers shall remain visible to the public and employer at all times while working the secondary employment detail.
  - 11.4.5. Officers reporting for details are considered on duty for the duration of the detail. As such, all department policies and procedures as well as procedures outlined in the applicable agreement with the employer shall apply to each officer for that detail.
  - 11.4.6. Officers shall not engage in extended cell phone conversation use unless it's an emergency or police related matter.
  - 11.4.7. Officers shall maintain a pleasant demeanor and attitude while working contracted secondary employment.

- 11.5. Officers contracted to work secondary employment at a certified marijuana/cannabis dispensary within Camden City are permitted to work from the vestibule, separated by a second interior door. Officers shall be subject to the restrictions outlined in this directive.
  - 11.5.1. Officers shall not involve themselves in the sale, distribution, or use of marijuana/cannabis inside or outside of the dispensary that may impair their judgement or ability to perform the duties.
  - 11.5.2. Officer shall not promote the use or consumption of marijuana/ cannabis on-duty or off-duty.
  - 11.5.3. Officers shall not act to enforce any rule, regulation, or policy of the dispensary that are not otherwise violations of the law. Officers will act only to enforce the law and preserve public safety.
  - 11.5.4. Officers shall limit their duties and responsibilities to the exterior of the dispensary unless they develop reasonable suspicion that criminal activity is occurring, has occurred, or is likely to occur inside the dispensary and this information necessitates immediate action.
  - 11.5.5. When responding to situations where enforcement action is anticipated, officers will notify Communications, furnish the location and nature of the situation, and request assistance from on-duty officers if needed.



## **OTHER PROVISIONS**

*All personnel are responsible for adhering to the requirements of this written directive* until rescinded or amended by written order of the Chief of Police. Employees have an ongoing and continuous responsibility to seek guidance and verify their understanding of this and all directives including orders, policies, procedures, and rules. This directive shall take effect 7/19/2023 and remain in force and effect unless and until it is repealed, amended, or superseded by Order of the Chief of Police. All directives not expressly altered by this order remain in full force and effect.

*The provisions of this directive shall be severable.* If any phrase, clause, sentence or provision of this directive is declared by a court of competent jurisdiction to be invalid, the remainder of the directive shall not be affected.

*Non-enforceability by third parties.* This Directive is issued pursuant to the Chief of Police's authority to ensure the uniform and efficient enforcement of the laws and administration of criminal justice by department members. This Directive imposes limitations that may be more restrictive than the limitations imposed under the United States and New Jersey Constitutions, and federal and state statutes and regulations. Nothing in this Directive shall be construed in any way to create any substantive right that may be enforced by any third party.