



# ORONO POLICE DEPARTMENT

## STANDARD OPERATING PROCEDURES

Protect with Vigilance & Serve with Compassion and Excellence

<b>Subject:</b>	<b>Secondary Employment</b>	<b>Policy #</b>	<b>A-19</b>
<b>Effective Date:</b>	<b>May 22, 2025</b>	<b>Review Cycle:</b>	<b>2 Years</b>
<b>Distribution:</b>	<b>All Personnel</b>	<b># of pages:</b>	<b>5</b>
<b>MLEAP:</b>	<b>4.05.A.B.C</b>		
	<b><i>Rescinds All Previous Policies Related to This Current Policy</i></b>		
<b>Issuing Authority:</b>	<b>Chief of Police Daniel Merrill</b>		

### I. POLICY:

Any additional employment, other than employment with the Orono Police Department, must not create a conflict of interest, impair the employee's abilities to perform duties for the Orono Police Department, or infringe upon the responsibility of the Orono Police Department to ability to maintain impartiality. Any secondary employment will be approved by the Chief of Police.

### II. PURPOSE:

The purpose of this policy is to establish uniform procedures regarding secondary employment that will ensure the efficiency and readiness of the Orono Police Department employees. This policy will help avoid any conflicts of interest between the agency and other employers and guarantee that the proper performance of law enforcement duties will remain equivalent in effect under any circumstances.

### III. DEFINITIONS:

**Conflict of Interest:** Any off-duty or extra duty that is illegal, inconsistent, incompatible, or in opposition to the responsibilities, functions, and/or responsibilities of employment with Orono Police Department.

**Employees:** Any person (sworn and non-sworn) that performs tasks for the Orono Police Department.

**Employment:** The provision of a service, whether or not in exchange for a fee or other service, including self-employment. This includes any employment in which another may financially benefit from the employee's work, e.g., a family member or other person receiving compensation for the work of the employee. Employment does not include volunteer charity work.

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

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

**Secondary Employment:** Any outside employment, including Extra-Duty Employment and Off-Duty Employment, by employees of this Department.

### IV. PROCEDURES:

**A. Mandatory Approval:**

**MLEAP 4.05.C**

1. Before commencing any off-duty employment, including self-employment, all employees, including sworn personnel, must submit an *Outside Employment Request Form (Appendix 2)* and obtain written approval for such employment by the Chief of Police or designee. The form shall include the following information.
  - a. The secondary employer's name and address of the business.
  - b. The name and phone number of the person who will be their immediate supervisor.
  - c. Type of work or the duties to be performed.
  - d. Whether the request is for new employment or is an annual request; and,
  - e. The approximate hours to be worked within a single week.
2. Written Request/Approval Requirements:
  - a. All approved requests must be renewed on the first working day of each new calendar year.
  - b. Failure to do so is grounds for disciplinary action and denial of off-duty employment.
3. Employees shall communicate, in writing, any change that could invalidate the off-duty employment approval (*e.g. change in off-duty employer or type of employment not approved*) currently on file in the employee's personnel file.
4. The Chief of Police shall respond to the requesting employee with an approval or denial within a reasonable time of the receipt of the request.
5. Approval for any employee to engage in outside employment must be given prior to the commencement of such employment. However, under agency procedures, if upon further review of such outside employment, it is later determined to be not in the best interest of the agency, that approval may be revoked.
6. Permission may be revoked in any case where an employee fails to perform adequately while on duty or receives disciplinary action that in any way is related to such outside employment.

**B. Off-Duty Employment:** Employees may engage in off-duty employment that meets the following criteria:

**MLEAP 4.05.A**

1. Employment of a non-police nature in which vested law enforcement powers are not a condition of employment; the work provides no actual or implied law enforcement service to the employer and is not performed during assigned hours of duty.
2. Employment that presents no potential conflict of interest between their duties as a Orono Police Department employee and their responsibilities for the secondary employer.
3. The police uniform shall not be worn, nor department-issued equipment used unless authorized by the Chief of Police or designee.
4. Employment that is prohibited includes

**MLEAP 4.05.B**

- a. Any employment which assists, in any manner, case preparation for the defense in any criminal or civil action or proceeding.
- b. Any employment which may require, as criteria for employment, that the employee has access to police information files or records, or which may require disclosure of police records or other police information as a condition of employment.

***EXEMPTIONS*** are allowed if access to police records is a requirement and is authorized by the Chief of Police and the secondary employer, but only if the secondary employer is a qualified criminal justice organization.

- c. Employment in any capacity as a licensed or non-licensed Private Investigator or any employment which entails investigative-type functions such as:

- i. Interviewing witnesses/victims, inquiring into the identity, habits, conduct, movements, whereabouts, affiliations, associations, transactions, reputation or character of any person; ascertain the location, disposition, or recovery of stolen property; a collection of evidence to be used before any court; and investigations of libels, fires, losses, accidents or damage or injury to persons or property.
- d. A process server, bill collector, towing of vehicles, vehicle repossessions, or in any other employment in which law enforcement authority might tend to be used to collect money or merchandise for private purposes.
- e. For a business or labor group involved in a strike or lockout.
- f. Any employment that the Chief of Police may determine constitutes a threat to the status or dignity of the Orono Police Department or law enforcement as a professional occupation.

**C. Limitations on Off-duty Employment:**

- 1. To be eligible for, and continued approval of, off-duty employment, employees must be in good standing with the agency.
- 2. Employees shall not wear any uniforms or clothing, badges, or items that identify them as an employee of the Orono Police Department while engaged in approved secondary employment.
- 3. Employees who are on medical or other leave due to sickness, temporary disability, or on-duty injury shall not be eligible to engage in any off-duty employment outside of their residence.
- 4. Before obtaining off-duty employment, an employee shall comply with all agency procedures for obtaining approval of such employment.
- 5. Work hours for all off-duty employment must be scheduled in a manner that does not conflict or interferes with the employee's performance of regular duty hours.
- 6. An employee engaged in any off-duty employment is subject to being "forced in" or called out in cases of emergency and may be expected to leave their off-duty employment in such situations.
- 7. Employees wishing to work as a reserve law enforcement officer at another agency must provide a signed *Assumption of Risk and Indemnity Form (Appendix 1)* from the secondary employer at the time of application to the Chief of Police.

**D. Liability:**

- 1. In working off-duty employment, Orono Police Department employees fully understand and agree to the terms and conditions contained in this policy.
- 2. Employees agree not to file a claim of any kind or nature against or with the agency about these conditions. In addition, if the employee, anyone under the employee's direction, or on the employee's behalf, or any third party or entity, does file a claim, the employee agrees to defend, hold harmless, and fully indemnify the agency for any costs, losses, claims, reasonable attorney fees, and/or expenditures incurred by the agency. The employee understands that it is their sole responsibility to arrange with the secondary employer for the protection of liability and health insurance, worker's compensation, and the like.
- 3. The agency shall not be responsible for any retirement, pension, or other types of expenses, losses, and/or costs incurred from injuries sustained while the employee is working in any off-duty employment.
- 4. The agency shall not be responsible for any third-party liability incurred or created while an employee is working in any off-duty employment.
- 5. The agency shall not be responsible for any expenses, losses, and/or costs incurred for the defense of any criminal prosecution against the employee because of any extra-duty employment or off-duty employment.
- 6. Any injury, illness, disability, or criminal or civil liability incurred during extra-duty employment or off-duty employment shall be reported to the Chief of Police as soon as practical.
- 7. The Chief of Police may authorize a supervisor to inspect employees engaged in off-duty employment agreements to ensure conformity with agency policies and procedures.

## Appendix 1

### ASSUMPTION OF RISK & INDEMNITY AGREEMENT

**WHEREAS** the below identified extra-duty employer (hereinafter "Extra-Duty Employer") wishes to employ an Officer of the Orono Police Department to **provide police / correctional / security services** specifically for the Extra-Duty Employer.

**AND IN CONSIDERATION OF** the benefits and detriments flowing among and between the parties to such an arrangement, and under this agreement.

**NOW, THEREFORE**, the undersigned parties agree as follows:

1. The Orono Police Department will allow an Officer to perform **police / correctional / security services** specifically for the extra-duty employer, subject to the conditions and solely for the purposes set forth in the extra-duty employer's application for such services, the terms of which are hereby incorporated into this document by and for reference.
2. The extra-duty employer assumes the risk of and will be entirely responsible for any liability and/or loss in any way arising from the extra-duty employer services being provided under this agreement.
3. Extra-Duty employer will pay all costs (including attorneys' fees) of defending any lawsuit and/or claim made against it, the Orono Police Department, and agents and/or employees of any of the foregoing, in any way arising from the provision of services pursuant to this agreement.
4. Extra-Duty employer agrees to indemnify and hold harmless the Town of Orono and the Orono Police Department, and the agents and employees of each, specifically including the Officer providing services pursuant to this agreement, for and from any liability and/or loss in any way arising from the provision of services pursuant to this agreement.

**IN WITNESS of which**, the undersigned parties attach below the signatures of their authorized representatives.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Extra-Duty Employer Name

\_\_\_\_\_  
Orono Police Department  
Employee Name

\_\_\_\_\_  
Extra-Duty Employer Representative Name

\_\_\_\_\_  
Orono Police Department      Date  
Employee Signature

\_\_\_\_\_  
Extra-Duty Employer  
Representative Signature      Date

# Orono Police Department

## Secondary Employment Request Form

<b>First</b>					<b>Last</b>						
<b>Date of Hire</b>				<b>Request Date</b>				<b>Rank</b>			
<b>Name of Business</b>						<b>Full Address</b>					
<b>Supervisor's Name</b>						<b>Telephone #</b>					
<b>Type of Work To be Performed:</b>											
<b>New Employment Request</b>				<b>Annual Request</b>				<b>Approximate hours per week you plan on working</b>			
<p>I understand that this off-duty employment must not interfere with my official duties and that I may be requested at any time to terminate my off-duty employment when in conflict with Orono Police Department policy. I further understand that failure to comply with agency restrictions on off-duty employment or failure to terminate off-duty employment upon request may result in disciplinary action and/or dismissal by the Orono Police Department. I further understand that my off-duty jobs are not covered by the Worker's Compensation plan of the Orono Police Department, and that I must look to my off-duty employer for Worker's Compensation or restitution if my off-duty employment results in injury, illness, or absence from my primary employment, and that I retain this off-duty employment as an individual, not as an employee of the Orono Police Department.</p>											
<b>Requesting Employee's Signature</b>										<b>Date</b>	
		<b>Approved</b>		<b>Date</b>		<b>Denied</b>		<b>Date</b>			
<b>Chief of Police</b>											
<b>Reason for Denial</b>											