

FREDERICK POLICE DEPARTMENT GENERAL ORDER

Section 16: Professional Ethics and Discipline
Topic: EXTRA-DUTY EMPLOYMENT
Approved: 09/01/11
Review: Annually in May by Professional Services Commander
Supersedes: General Order 1672 dated 08/01/04
Section .40(1) Daily Bulletin replaced with Sharepoint 03/15

Order Number: 1672
Issued by: Chief of Police

.01 PURPOSE:

To establish procedures for sworn personnel to work Extra-Duty Employment.

.02 CROSS-REF:

G.O. [1210](#) "Manpower Availability"
G.O. [1405](#), "Expert Witness Fees"
G.O. [1422](#), "Jurisdiction"
G.O. [1650](#), "Standards of Employee Conduct"
G.O. [1655](#), "Police Officer Conduct"
G.O. [1663](#), "Uniforms and Appearance"
G.O. [1670](#), "Secondary Employment"
Labor Agreement
Form [OCP-003A](#), "Extra-Duty Employment Request Form"
Form [OCP-009](#), "Extra-Duty Employment Pre-Screening Application"
Form [OCP-001](#), "Standard Employment Contract"
Form [OCP-002](#), "Board of Education Contract"

.03 DISCUSSION:

The Extra-Duty Employment Program has been formed to provide additional law enforcement services requested by private businesses and public agencies while eliminating potential conflicts of interest for officers and for the Department. All Extra-Duty Employment is voluntary. Officers volunteer to work, and direct solicitations for work are not allowed. The extra services are paid for by the contracting business/agency, and generally represent some special law enforcement need that cannot be met through routine police service delivery. A coordinator appointed by the Fraternal Order of Police, in accordance with the existing Labor Agreement, manages the Extra-Duty Employment Program.

.04 POLICY:

The Frederick Police Department is committed to furnishing police services to the community in as efficient a manner as possible. When agencies, businesses, or other organizations require additional police services that do not conflict with the Mission of the Department, those services are available by contract through the Extra-Duty Employment Program. Maintaining a strong and effective Extra-Duty Employment Program benefits the community, the Department, and its officers by keeping auxiliary police services under the firm control of the Department and making the full range of police resources quickly available when they are needed.

The provisions of this General Order are **in addition** to those required in G.O. [1670](#).

.05 DEFINITIONS:

All definitions in G.O. 1670, "Secondary Employment."

.10 SECONDARY EMPLOYMENT REQUEST FORMS:

One (1) "blanket" Extra-Duty Employment Request Form (OCP-003A) will suffice for any employee seeking consideration for Extra-Duty Employment with **any** Extra-Duty employer who has executed a contract with the City. Upon approval by the Department, this "blanket" authorization will entitle the employee to be considered for Extra-Duty Employment for any employer who has executed an Extra-Duty Employment Contract with the City. The Extra-Duty Employment Coordinator will make selection for these "rotational" Extra-Duty assignments.

.12 EXTRA-DUTY OFFICERS SUBJECT TO RULES AND REGULATIONS:

1. Officers working Extra-Duty Employment assignments are subject to all of the General Orders of the Department.
2. Extra-Duty Employment will generally only be approved for employers/ work locations located within the City. Extra-Duty Employment outside of the City requires the specific approval of the Chief of Police or his designee, even if a "blanket" approval is on file.

.14 SOLICITATION OF EXTRA-DUTY EMPLOYMENT:

1. Due to the restrictions of State law, no employee will privately negotiate Extra-Duty Employment unless they are properly licensed in accordance with the provisions of Title 13 of the Annotated Code of Maryland, "Business Occupation and Professions Article," and/or other applicable provisions of State law.
2. Neither the Department nor its employees will actively solicit or otherwise broker for Extra-Duty Employment positions.
3. The Department will review and consider any legitimate request for Extra-Duty Employment from any business, organization, corporation or association and either approve or disapprove the request for voluntary staffing by officers of the department. By approval of the request, the Department does not guarantee to provide the desired coverage, but agrees to offer the opportunity to interested and approved employees.
4. All new requests received by the Department for Extra-Duty Employment will be submitted on Form OCP-009 "Extra Duty Pre-Screening Application" and submitted to the Professional Services Commander for review and recommendation to the Office of the Chief.

.15 UNAUTHORIZED EXTRA DUTY EMPLOYMENT:

Employees are generally prohibited from working in any of the following Extra Duty Employment situations:

1. For any employer or establishment which sells, dispenses, or handles alcoholic beverages, EXCEPT employment in a motel, hotel, country club, baseball stadium, or similar establishment as a security guard, desk clerk or similar capacity, provided that no part of his specific duties are related to or involve the restaurant/bar area where alcoholic beverages are sold or dispensed;
2. In any position in which the image of the Department may be demeaned, tarnished, or brought into disrepute, i.e., a "bouncer" or an employee of a business that features "adult" entertainment;
3. In any employment that will pose an unacceptable or excessive risk of temporary or disabling injury or that may adversely affect an employee's ability to perform his duties in a satisfactory manner as an employee of the Department;

4. As a strike-breaker, temporary worker, or replacement worker for any corporation, business, or agency within the City (public or private) that is, or is about to be, the subject of a strike, job action, or demonstration, other than as an approved security guard in accordance.

.16 EXTRA-DUTY EMPLOYMENT CONTRACT:

1. Each Extra-Duty Employer is required to have executed an employment contract between the City of Frederick and the Employer which delineates the terms and conditions of the employment of Frederick police officers. A separate contract and an Extra Duty Pre-Screening Application form (OCP-009) are required for **each** employer desiring to employ department officers. The contract, which has been approved by the City Department of Legal Services and the Extra Duty Application form are available from the computer "R" drive. **NO MODIFICATIONS ARE TO BE MADE TO THE EXTRA-DUTY EMPLOYMENT CONTRACT BY ANYONE OTHER THAN THE CITY LEGAL DEPARTMENT.**
2. The Extra-Duty Employment Contract and the Extra Duty Pre-Screening Application form will be prepared and completed by the Extra-Duty Employment Coordinator, and submitted to the Professional Services Division Commander for review and presentation to the Chief of Police for signature. All required information will be entered.
3. The contracts and forms, which are entitled "Extra-Duty Employment Liability Agreement," and Extra Duty Employment Application Form are delineated as follows:
 - A. Form OCP-001 (Standard Employment Contract), which is for all Extra-Duty Employment **except** Extra-Duty Employment with the Frederick County Board of Education; and
 - B. Form OCP-002 (Board of Education Contract), which is the contract to be used only for Frederick County Board of Education Extra-Duty Employment.
 - C. Form OCP-009, which is the Extra-Duty Pre-Screening Application form to be completed for approval by the Chief of Police submitted prior to or in conjunction with Form OCP-001.
4. Executed contracts will be maintained by the Professional Services Division, with copies distributed to the Extra-Duty Employment Coordinator. **The Extra-Duty Employment Coordinator will ensure that the Extra-Duty employer and every officer working for the Extra-Duty employer receive a copy of the executed contract PRIOR TO beginning such employment.** Each contract will be valid for one year from the date of execution. Renewals of contracts will be the responsibility of the Extra-Duty Employment Coordinator.
5. **NO EXTRA-DUTY EMPLOYMENT WILL BE AUTHORIZED UNLESS A CONTRACT HAS BEEN EXECUTED AND REMAINS CURRENT.**
6. Along with executing an Extra-Duty Employment contract, each employer is required to furnish to the Department an insurance certificate showing that they have in effect at least one million dollars (\$1,000,000) of general liability insurance. The insurance certificate will be maintained in the Professional Services Division with the executed contract.

.18 UNIFORMS AND EQUIPMENT:

1. The Department has authorized the wearing of the uniform of the day and all issued Uniform Equipment to be worn while engaged in Extra-Duty Employment. Officers may also utilize their personally assigned police vehicles as transportation to and from the Extra-Duty Employment site, but not for unofficial activities with the Extra-Duty employer. No other Department equipment may be used without the approval of a Division Commander.
2. All officers working Extra-Duty Employment will do so in the Uniform of the Day, unless the employer specifically requests that the officer(s) be in plain clothes and the Department approves. The wearing of Alternate Attire is prohibited. The Extra-Duty Employment Coordinator will determine which assignments require the use of additional equipment, and will make arrangements with the affected Division Commander(s) for equipment on an availability basis, as necessary and approved. **On-duty personnel will ALWAYS have priority in the use of equipment and vehicles.**
3. Officers who are employed in Extra-Duty Employment and are not in uniform will conceal all Departmental equipment in accordance with General Orders. Departmental equipment is not to be displayed or used as a part of the Extra-Duty Employment unless necessitated by a situation that requires immediate police action. In all circumstances, an officer in plain clothes will display his police identification and identify himself before taking any police action, absent exigent circumstances.

.20 SUPERVISION:

1. Officers are employed in Extra-Duty Employment by the person or entity that hired them, and are subject to the direction and supervision of their employer. The senior officer or supervisor at any Extra-Duty assignment is considered to be the supervisor of police personnel at that event, and will act as liaison with the employer for instructions.
2. If an officer is asked by any Extra-Duty employer to perform duties that they believe may be incompatible with their primary responsibilities as a law enforcement officer, the officer has a duty to advise the Extra-Duty Employer of that belief. If the conflict cannot be resolved with the employer, the officer will report such concerns immediately to their police department supervisor and/or the on-duty Patrol Supervisor. The officer will be guided by the instructions of the contacted supervisor. The officer will notify the Extra-Duty Employment Coordinator as soon as practical. The Office of the Chief of Police and the Professional Services Division may be notified as necessary.
3. Because of the police-related nature of Extra-Duty Employment, supervisory and/or command personnel will periodically and randomly inspect officers engaged in Extra-Duty Employment to ensure they are adhering to applicable Departmental general orders.

.22 NOTIFICATION OF COMMUNICATIONS:

All officers engaging in Extra-Duty Employment will notify the Communications Section when reporting for and when terminating any Extra-Duty Employment assignment, and will include the location of the assignment.

.24 INCIDENTS ON-SITE:

1. While engaged in Extra-Duty Employment, officers will initiate a case report number whenever an incident requires the taking of a police report and is directly related to the Extra-Duty Employment assignment. The Extra-Duty Employment officer will be **required** to handle all **initial** complaints/requests for service that occur **at the Extra-Duty Employment site**. Communications will assign an on-duty officer to assist the Extra-

Duty Employment officer when it becomes necessary to process evidence, conduct follow-up, or engage in any other police activity that would require leaving the site. The Extra-Duty Employment officer will remain on site unless it is necessary to leave to handle an immediate concern, i.e., processing an arrestee.

2. In the event that an Extra-Duty Employment officer is required to leave an Extra-Duty Employment site, he will immediately notify the Communications Section and the Extra-Duty employer as soon as possible. The officer will return to the Extra-Duty Employment location as soon as possible, notifying Communications and the employer.
3. In the event that an incident requires extensive investigation or falls outside the Extra-Duty Employment officer's area of expertise, the on-duty supervisor will be contacted and the officer will be guided by his direction.
4. **IN ALL CASES WHERE A CRIME HAS BEEN COMMITTED, WHERE THERE IS A DIRECT THREAT TO PUBLIC SAFETY AND/OR PROPERTY, OR WHERE THERE IS A THREAT TO THE PUBLIC ORDER, THE OFFICER ENGAGED IN EXTRA-DUTY EMPLOYMENT WILL IMMEDIATELY TAKE THE APPROPRIATE POLICE ACTION.**

.26 IN-PROGRESS CALLS FOR SERVICE:

Officers working Extra-Duty Employment assignments may divert from their assignments to respond to in-progress incidents only in life-threatening situations if it is believed that it is in the best interests of public safety to do so. The decision to divert Extra-Duty Employment officers by the Department will be at the discretion of the on-duty Patrol Supervisor. The City will compensate employees who respond to such in-progress calls for service for any time worked as per the existing Labor Agreement. See also Section .34.

.28 IMMEDIATE RETURN TO ASSIGNMENT:

If Extra-Duty Employment officers are diverted from their assignments to respond to in-progress incidents, the dispatcher will send the first available on-duty unit to the scene to take over the call, if appropriate. The Extra-Duty Employment officer will return as soon as possible to his assignment.

.30 ASSISTANCE TO BE RENDERED:

Officers engaged in Extra-Duty Employment will render all possible assistance within the framework of the law and Department orders to assist business or agency officials in maintaining order. The senior officer or supervisor working the assignment will work closely with the employer representative who is "in charge" of the event or activity for which the officer has been employed.

.32 RESPONSIBILITY OF BUSINESS OR AGENCY:

Enforcement of regulations that are made by the business or agency employing the Extra-Duty officer will be the responsibility of that business or agency, not the employed officer. However, when the conduct of any person threatens a breach of the peace or other violation of the law, the officer may intervene to end the violation and, if necessary, make arrest(s). In any action of this type, officials of the business or agency will be asked to support the officer by appearing as a witness at any judicial proceedings.

.34 BASIC FEE:

1. A basic per-hour rate-of-pay will be established by discussion of the Extra-Duty Employment Coordinator with the employer, and will be posted with the advertisement for the Extra-Duty Employment opportunity. When answering inquiries as to the rate of pay for officers in the Extra-Duty Employment Program, the prospective employer will be

given recent hourly pay information from other similar assignments, as well as the current hourly rate paid by the Frederick County Board of Education.

2. Compensation of officers engaged in Extra-Duty Employment remains the sole responsibility of the Extra-Duty employer. Officers will not seek compensation from the City for activities related to their Extra-Duty Employment activities, except as noted below.
3. Unless there is an agreement between the City and an Extra-Duty employer to the contrary, if an officer engaged in Extra-Duty Employment places himself "on duty" to handle a situation that requires a police response, that officer will notify the on-duty patrol supervisor, who will record his time on the "Daily Report" and note that this activity occurred while that officer was engaged in Extra-Duty Employment. The officer will notify the employer that he was compensated by the City for the on-duty time. **UNDER NO CIRCUMSTANCES WILL AN OFFICER BE PAID SIMULTANEOUSLY BY THE CITY AND AN EXTRA-DUTY EMPLOYER FOR THE SAME ACTIVITY OR PERIOD OF TIME.** The mere completion of a police report does not require an officer placing himself "on duty."

.36 COURT APPEARANCES:

1. Officers required to appear in court as a result of actions arising out of Extra-Duty Employment, other than instances where they have had to place themselves "on duty," will do so on their own time. Compensation may be paid by the Extra-Duty employer.
2. If an officer is on duty and is summoned to appear in court in reference to an off duty, Extra-Duty Employment incident, the officer will be required to utilize the appropriate amount of leave for the court appearance unless, for logistical or unusual reasons, the officer's supervisor grants a waiver to this requirement. In such cases, the officer will not be paid by the Extra-Duty Employer. **UNDER NO CIRCUMSTANCES WILL AN OFFICER BE PAID SIMULTANEOUSLY BY THE CITY AND AN EXTRA-DUTY EMPLOYER FOR THE SAME COURT APPEARANCE.**
3. In the event that an officer must appear in court for an arrest or other action that was made after placing themselves "on duty" while working Extra-Duty Employment, the officer will be compensated by the City as per established procedures.

.38 ELIGIBILITY:

All officers, regardless of rank, who have successfully completed entry-level and field training are eligible, pending approval and the provisions of this order, for Extra-Duty Employment.

.40 SELECTION FOR ASSIGNMENTS:

1. The Extra-Duty Employment Coordinator will post all requests for Extra-Duty Employment in an accessible place in the headquarters building for interested officers to sign up to work available assignments. When possible, available Extra-Duty Employment will be posted for a minimum of seven (7) days so that all employees have an opportunity to consider the opportunity. In the event of requests made less than seven days in advance of the event, the posting will be for as long as possible, with notice posted in SharePoint.
2. Assignments to Extra-Duty Employment opportunities will be made from a list established by the Extra-Duty Employment Coordinator of approved officers who have voluntarily signed up to work Extra-Duty details. The list will be maintained by the Extra-Duty Employment Coordinator, who will also make all assignments for Extra-Duty Employment. The Extra-Duty Employment Coordinator will ensure that assignments are

apportioned fairly and without prejudice for or against any officer. Any officer who objects to the distribution of assignments will first take the matter up with the Extra-Duty Employment Coordinator, and, if still dissatisfied, with the Fraternal Order of Police and/or the Professional Services Division through the Chain of Command.

.42 EXTRA-DUTY EMPLOYMENT WHILE ON DISABILITY OR SUSPENSION:

1. Officers engaged in Extra-Duty Employment who are placed on disability leave, sick leave, limited duty or light duty will not be eligible for Extra-Duty Employment assignments. When the officer resumes normal on-duty activities, normal Extra-Duty Employment may also be resumed per established procedures.
2. Officers whose police powers have been suspended for any reason will not work Extra-Duty Employment during such suspension.

.44 RESPONSIBILITY TO REPORT:

1. After an officer has signed up for and been assigned to Extra-Duty Employment, it is the officer's responsibility to be at the proper location at the assigned time.
2. If an officer who has been assigned an Extra-Duty Employment assignment is unable to work an assignment, for whatever reason, it will be that officer's responsibility to obtain another **approved** officer to fill that assignment.
3. In the event that an officer is unable to obtain a substitute for any assigned Extra-Duty Employment assignment, the officer will contact the Extra-Duty Employment Coordinator at least 48 hours before the assignment, emergencies excepted. In the event of an emergency, the officer will notify the Extra-Duty Employment Coordinator as soon as possible.

.46 DISCIPLINARY ACTION:

1. Any complaints that arise out of an officer's Extra-Duty Employment will be handled as per existing department guidelines/orders, if the complaint centers on:
 - A. Enforcement action;
 - B. Police related activity; and/or
 - C. An allegation of a specific violation of departmental general orders.
2. All other complaints will be handled by the Extra-Duty employer.

.48 VOLUNTEERING SERVICES, CHARITABLE AND NONPROFIT FUNCTIONS:

1. Officers desiring to volunteer their time in a police capacity while off-duty for charitable and/or nonprofit functions will obtain prior approval from the Department. The application process will be the same as for paying positions, with a notation on the application form that the request is for a volunteer position.
2. Officers volunteering their time in a police capacity for charitable and/or nonprofit functions are subject to all general orders of the Department.