

**ORDINANCE NO. 25-2013**

**AN ORDINANCE OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF HARRISON,  
COUNTY OF GLOUCESTER, STATE OF NEW JERSEY TO PROVIDE REGULATIONS  
CONCERNING THE EMPLOYMENT OF POLICE OFFICERS FOR "EXTRA-DUTY"  
DETAILS**

**WHEREAS**, it is recognized that there are times when police officers are sought for employment by private employers outside the scope of their regular duties and responsibilities for public safety interests and concerns: and,

**WHEREAS**, the providing of police for special services is an advantage to the residents of the Township as the costs would otherwise fall onto the residents, and

**WHEREAS**, the Township of Harrison is desirous of insulating itself from claims by third parties and/or by Police Officers as the result of injuries or liability which may be sustained as the result of extra and "off-duty" employment;

**NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:**

Section I

A. PURPOSE:

To set forth guidelines to govern the employment of Township of Harrison Police Officers for "extra duty" (off-duty) details within the Township of Harrison or within other local municipalities and which extend beyond their regular assigned duties and responsibilities.

Members of the Township of Harrison Police Department shall be permitted to accept police related employment for private employers or school districts only during off-duty hours and at such time as will not interfere with the efficient performance of regularly scheduled or emergency duty for the Township as determined by the Township of Harrison Chief of Police. Acceptances of such assignments by the police officers are strictly voluntary, and the acceptance or declination of such assignments is not a condition of employment.

B. DEFINITIONS:

1. "Police Officer" shall mean any class of Police Officer of the Township of Harrison.
2. "Employer" shall mean any individual, partnership, corporation, business entity or other organization, located either within or outside of the Township of Harrison.
3. "Extra-Duty" shall mean any employment when a Police Officer is not scheduled for a shift of duty by the Township of Harrison Police Department and that is conditioned on the actual or potential use of law enforcement powers by the police officer employee. This shall be limited to employment as a security guard, traffic control officer or plainclothes surveillance officer
4. "Security Guard" shall mean a position of employment involving the wearing of a Township of Harrison uniform, badge, and/or the carrying of a firearm or other dangerous weapon as defined by N.J.S.A. 2C:39-1.
5. "Traffic Control Officer" shall mean a position of employment involving the wearing of a Township of Harrison Police uniform while directing traffic within or outside the Township of Harrison.
6. "Plainclothes Surveillance Officer" shall mean a position of employment involving the wearing or carrying of a Township of Harrison Police badge or the carrying of a firearm or other dangerous weapon as defined by N.J.S.A. 2C: 39-1.

7. "Worker's Compensation Insurance" shall mean all forms of insurance including self-insurance required under N.J.S.A. 43: 15-1 ET. seq.
8. "While in the employ of the employer" shall mean all times when a Police Officer is scheduled for and does work for an outside employer as "extra duty".

## Section II REQUIREMENTS

- A. Any person or entity wishing to employ off-duty police shall first obtain the approval of the Chief of Police, which approval shall be granted if in the opinion of the Chief such employment would not be inconsistent with the efficient functioning and good reputation of the Township of Harrison Police Department, and would not unreasonably endanger or threaten the safety of the officer or officers who are to perform the work.
- B. Assignments shall be a MINIMUM of 4 hours – cancellation of an assignment with less than 24 hours notice shall be subject to this minimum.
- C. No employer shall employ a Township of Harrison Police Officer for "extra duty" without having first filed with the Township of Harrison Clerk a Certificate of Insurance. Certificate to evidence Comprehensive General Liability, and Automobile Liability in the amount of not less than \$500,000 any one occurrence and Worker's Compensation with "Statutory Limits" with respect to injuries and/or damages suffered or caused by Police Officers while in the employ of the employer.
  - a. All policies of insurance evidenced by any certificate filed here under shall be maintained by the employer in full force and effect at all times while any Police Officer is employed by such employer. Upon the change or renewal of any such policy of insurance, the employer shall forthwith file with the Township Clerk a new and current Certificate of insurance in compliance with the foregoing provisions.
  - b. NO Certificate of Insurance required by this subsection shall be deemed filed with the Township Clerk unless it has been first approved by the Township Risk Management Consultant.
- D. Escrow Account
  - a. Except as provided herein, any person or entity requesting the services of an off-duty Police Officer of the Township of Harrison Police Department shall estimate the number of hours such law enforcement services are required, which estimate shall be approved in writing by the Chief of Police, and shall establish an escrow account with the Township Treasurer by depositing an amount sufficient to cover the rates of compensation and administrative fees set forth herein for the total estimated hours of service.
  - b. If the amount required to be deposited with the Township exceeds \$20,000, an escrow deposit of \$20,000 shall be required. Said \$20,000 deposit shall be maintained until such time as the amount required to be deposited for all remaining services on any given project shall be less than \$20,000, and then such lesser amount shall be required to be maintained.
  - c. The person or entity requesting such services shall be responsible for ensuring that sufficient funds remain in the escrow account in order to avoid any interruption of services.
    - i. In the event the funds in such an escrow account should become depleted, services of off-duty law enforcement officers shall cease and requests for further or future services shall not be performed or posted until additional funds have been deposited in the escrow account in the manner prescribed above.

- d. State, County and Municipal bodies and agencies and Public Schools shall be exempt from the requirements for the posting of an escrow deposit.
  - e. The Township of Harrison Chief of Police, with the concurrence of the Township of Harrison treasurer, may waive escrow requirements for assignments of less than 5 hours in total with employer history of reliable payment or other indications of prompt and timely payment.
- E. Any employer who employs a Police Officer for extra-duty without first having complied with the requirements as set forth shall be subject to a fine of \$500.00 for each day that it employs the Police Officer.
- F. Any Police Officer who accepts or continues extra-duty employment with an employer who has not complied with the requirements of this ordinance, shall be deemed in violation of the Rules and Regulations of the Police Department and shall be subject to appropriate discipline. The Police Officer shall, prior to accepting or continuing extra-duty employment, ascertain from the prospective employer whether it has complied with the provisions hereof. If the employer has not yet complied, the Police Officer shall not accept the prospective "extra-duty" employment.
- G. At no time shall payment in the form of "cash" be exchanged between an employer and any Police Officer.
- H. Officers assigned to "extra-duty" details shall be attired as prescribed by the Department's Uniform Policy. Officers shall be attired in the requisite and appropriate uniform or "plain clothes" that is determined to be best suited by the Chief of Police for the nature of the "extra-duty" detail. Officers shall be subject to all rules and regulations of the Township of Harrison Police Department.
- I. Officers working any form of traffic related detail shall comply with all applicable safety standards.
- J. An officer on an extra duty assignment shall take "police action" in response to any serious police matter coming to their attention at any time, and are additionally expected to respond to emergency situations in the Township of Harrison if the extra duty assignment is within the immediate area. All officers are subject to recall to duty if an emergency arises in the Township of Harrison.
- K. In order to be eligible for "extra-duty" employment, a Police Officer must be in good standing with the Department. Officers who are on medical or other leave due to sickness, temporary disability or an on-duty injury shall not be eligible to engage in "extra-duty" employment. Officers who are found to be performing extra duty assignments when they have called out sick for regular duty work within the Township of Harrison shall be subject to disciplinary action.
- L. Wages earned for outside "extra duty" employment by any Township of Harrison Police Officer shall not be applied toward the pension benefits of the police officer so employed, nor shall hours worked for outside employment be considered in any way compensable as overtime payable by the Township of Harrison.
- M. The Township of Harrison reserves the right to decline to approve any outside employment.
- N. Each employer of a police officer for extra duty must sign in advance a hold harmless indemnification agreement stating that said employer will release, defend and indemnify the police officer, the Police Chief, the Police Department, the Harrison Township Committee members, Harrison Township and any agent, officer, employee thereof and save them harmless from and against any and all claims, actions, damages, liability and expenses, including but not limited to court costs and reasonable attorney's fees, without regard to fault, in connection with or arising out of any acts or omissions by the Harrison Township police officer in performing the "extra duty" subject to said employer's agreement with the Township of Harrison or in connection with or arising out of that agreement between said employer and the Township of Harrison or Township of Harrison Police Department for such "extra duty assignment"

### Section III PROCEDURE

- A. All requests for “extra duty” assignments shall be forwarded to the Township of Harrison Chief of Police and through the use of the attached form. Requests for assignments for a period of one week or longer shall be submitted at least ten days before such services are required. Any prospective employer shall be apprised of any applicable Township codes, ordinances, rules and regulations, and policies and procedures
- B. The Chief of Police shall ensure:
  - a. Compliance with this policy and all applicable Township codes and ordinances, Departmental rules, regulations, policies and procedures, and other applicable contracts, agreements, laws and regulations;
  - b. Notwithstanding any other regulations and/or contracts, ensure that there is an equitable opportunity for all eligible officers within the department to avail themselves to such extra duty employment;
    - i. Repeated denials by an officer who has been offered such employment, does not encumber or obligate the Department to ensure for equitable distribution of such employment opportunities.
  - c. All officers working "extra-duty" details shall do so under the auspices and control of the Department's Rules and Regulations, and Policies and Procedures.
  - d. All officers working "extra-duty" details shall have the training, experience and skills required to perform the assignment safely and appropriately, and shall be denied assignment if they lack same.
  - e. All escrow payments, certificates of insurance and applicable forms have been completed, submitted, and accepted as required.

### Section IV Rates of Compensation; Administrative Fee; Payment for Services

- A. Rates of compensation for contracting the services of off-duty law enforcement officers shall be at a fixed rate per hour for the officer. An additional percentage fee, to be a dollar amount, of the rate per hour to cover the administrative costs, overhead, out-of-pocket expenses for the officer incurred by the Township of Harrison, and if applicable use of a Township of Harrison vehicle. All fees related to this section will be set by resolution.

### SECTION V Repealer

Should the provisions of this Ordinance in any way be inconsistent or conflict with the provisions of any other part or portion of any Township Ordinance governing Police Conduct or Regulations, the provisions hereof shall supersede those inconsistencies and shall be given full force and effect.

### SECTION VI Severability

The provisions of this Ordinance are hereby declared to be severable should any part, portion or provision hereof be deemed invalid or unconstitutional. Said finding shall not affect any other parts or portions or provisions not so determined to be invalid or unconstitutional.

### SECTION VII Effective Date

This Ordinance shall take effect immediately upon passage and final publication according to law.

DATED:

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Mayor

ATTEST:

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Municipal Clerk

TOWNSHIP OF HARRISON  
APPLICATION FOR "EXTRA DUTY" ASSIGNMENT  
TOWNSHIP ORDINANCE # 25-2013

DATE: \_\_\_\_\_  
NAME OF APPLICANT: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
FIRM REPRESENTED: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
BUSINESS PHONE/CELL PHONE: \_\_\_\_\_ / \_\_\_\_\_

EXTRA DUTY EMPLOYMENT

LOCATION: \_\_\_\_\_  
DATE(S): \_\_\_\_\_  
HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_ FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PURSUANT TO THE ABOVE REFERENCED ORDINANCE, THE NAMED APPLICANT IS MAKING APPLICATION FOR THE EMPLOYMENT OF TOWNSHIP OF HARRISON POLICE OFFICER(S) IN AN "EXTRA-DUTY" CAPACITY. IT SHALL BE UNDERSTOOD THAT THE ABOVE NAMED APPLICANT WILL BE RESPONSIBLE FOR THE COSTS OF A POLICE OFFICER'S EMPLOYMENT AT THE BELOW STATED HOURLY RATE, IN ADDITION TO A \_\_\_\_% ADMINISTRATIVE SURCHARGE, TO COVER COSTS INCLUDING, BUT NOT LIMITED TO, MEDICAL INSURANCE, WORKMEN'S COMPENSATION, DISABILITY INSURANCE, VEHICLE DEPRECIATION, ETC.

ALL OFFICERS EMPLOYED UNDER THE AGREEMENT SHALL REMAIN UNDER THE DIRECT CONTROL OF THE TOWNSHIP OF HARRISON POLICE DEPARTMENT, AND ALL SUCH ASSIGNMENTS SHALL NOT BE IN CONFLICT OR COUNTERMAND ANY RULES AND REGULATIONS, POLICIES AND PROCEDURES AND GENERAL ORDERS OF THE TOWNSHIP OF HARRISON, NEW JERSEY POLICE DEPARTMENT.

THE MINIMUM EMPLOYMENT TIME FOR EACH OFFICER SHALL TOTAL A MINIMUM OF FOUR (4) HOURS, CONSISTENT WITH CONTRACTUAL TERMS AND AGREEMENTS. A CANCELLATION OF ANY ASSIGNMENT BY SAID APPLICANT WITHIN 24-HOURS OF THE SCHEDULED ASSIGNMENT SHALL RESULT IN PAYMENT OF COSTS REPRESENTING 4 HOURS PAY AT THE ESTABLISHED RATE. IF ANY ASSIGNMENT IS CANCELED AFTER AN OFFICER(S) ARRIVES AT THE LOCATION OF THE ASSIGNMENT, THAT OFFICER(S) IS ENTITLED TO FOUR (4) HOURS PAY AT SAID HOURLY RATE.

SIGNATURE OF APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVAL:

[ APPROVED ] [ DISAPPROVED ] BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY SIGNATURE: \_\_\_\_\_

OFFICER(S) ASSIGNED:

OF CR (1): \_\_\_\_\_ : \_\_\_\_\_ HOURS x \$ \_\_\_\_\_ HOURLY RATE = \$ \_\_\_\_\_  
OF CR (2): \_\_\_\_\_ : \_\_\_\_\_ HOURS x \$ \_\_\_\_\_ HOURLY RATE = \$ \_\_\_\_\_  
OF CR (3): \_\_\_\_\_ : \_\_\_\_\_ HOURS x \$ \_\_\_\_\_ HOURLY RATE = \$ \_\_\_\_\_  
OF CR (4): \_\_\_\_\_ : \_\_\_\_\_ HOURS x \$ \_\_\_\_\_ HOURLY RATE = \$ \_\_\_\_\_

ESTIMATED ADMINISTRATIVE FEE: TOTAL ESTIMATED COST \$ \_\_\_\_\_ x \_\_\_\_\_ % = \$ \_\_\_\_\_

ESCROW AMOUNT DUE FROM APPLICANT = LESSER OF ESTIMATED TOTAL COST, OR \$20,000..\$ \_\_\_\_\_

