

		DIRECTIVE 6.54
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Extra Duty Jobs and Outside Employment

Directive: **6.54**

PURPOSE

The purpose of this policy is to set forth guidelines to govern extra-duty jobs and outside employment of members of this police department. In addition, this policy is intended to regulate extra-duty, overtime, and outside employment hours thereby ensuring a safe and healthy work environment.

POLICY

The Wilmington Department of Police authorizes employee extra-duty jobs, overtime, and outside employment, provided such employment does not jeopardize either the employee's job performance or the reputation of the Department. The Chief of Police may set limits on the number of hours worked and the types of employment that personnel generally may hold to ensure that the best interests of the Department and the City of Wilmington are consistently served.

DEFINITIONS

Employment - The provision of a service in exchange for a fee or other service.

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

Outside Employment - Any employment that will not require the use or potential use of Law Enforcement powers by the off-duty officer.

Voluntary Overtime - Any departmental overtime which an officer has voluntarily accepted and is not mandated by operational need.

A. EMPLOYMENT RESTRICTIONS

All officers are responsible for giving full attention and devotion to their departmental duties. No employee may work so many hours of extra-duty, outside employment, or voluntary overtime that he reports to work too tired or unprepared to give full attention to his duties. Employee and co-worker safety shall be of paramount concern. In addition, officers will adhere to the following restrictions:

1. No officer may work at any business whose interests conflict with, or appear to conflict with, those of the City of Wilmington and/or the Wilmington Department of Police.
2. No officer may work at any location which violates local, state, or federal law, or which may bring the Department or its members into disrepute.
3. No officer may work at any location at which federal, state, or local law prohibits attendance by minors as a result of the sale, distribution, or production of sexually explicit materials or live sex performances.
4. No officer on sick leave, suspension, or restriction due to disciplinary probation guidelines, may work extra-duty jobs or overtime.
5. An officer who is off on either sick or family illness time for their regular shift would not be allowed to work any overtime or extra-duty jobs during the course of that day(s).
6. Officers requesting to work outside employment see Section H of this Directive for further details.
7. No officer on modified (light) duty may work extra-duty jobs.
8. Officers on modified (light) duty requesting to work overtime may do so at the discretion of the Chief of Police and the City Physician.
9. Any member of the Department on modified (light)-duty status wishing to work outside employment must have the approval of the City Physician. Therefore, the member will meet with the City Physician and at that time present his completed form for approval. The form will then be forwarded through the chain of command for approval, prior to commencing employment.
10. Probationary officers must receive approval from the Inspector of Investigative Operations, or in his absence, the Inspector of Uniform Operations prior to being permitted to work an extra-duty job.
11. An officer engaged in any extra-duty job or outside employment is subject to call-

out in case of an emergency, and may be expected to leave his assignment in such situations.

12. An officer may work a maximum of [REDACTED] of Regular Duty, Extra-Duty, Outside Employment, Voluntary Overtime; or any total combination thereof in each [REDACTED] subject to the restrictions in [A(13)]. The officer may subtract from his regular hours, any comp-time or vacation used during that [REDACTED]. Sick or Family Illness time used, however, will count toward the [REDACTED]. This limit can be exceeded with the approval of a division commander.
13. An officer may work a total of [REDACTED] hours of regular duty, extra-duty, outside employment, voluntary overtime, or any total combination thereof in any consecutive [REDACTED] hour period.
14. Officers assigned to the squad working the evening shift on [REDACTED] are not eligible to pick extra-duty jobs that night.

B. EXTRA-DUTY JOB PROCEDURES

1. The Extra-Job Coordinator will be responsible for coordinating and controlling extra-duty jobs, including scheduling and contracting. No employment will be authorized that is inconsistent with the Police Officers' Manual, or which will conflict with normal police duties or the best interests of the Department, **or for events of a potentially compromising nature. The Chief of Police and/or the Commanding Officer of the Office of Professional Standards will determine whether any extra-duty job is compatible with the interests of the Department.**
2. All extra-duty jobs must be approved by the Commanding Officer of the Office of Professional Standards, or his designee.
3. The Extra-Job Coordinator will determine how many officers are required for each assignment. This number can be reached through his knowledge of the specific type of event, past experience, traffic concerns, etc.
4. For larger events that require advance planning, the Special Operations Division will be responsible for the planning process which will include the Extra Job Coordinator. Once the planning process is completed the Extra Job Coordinator will fill the job request per procedure.
5. Any function where alcohol is being served will require a minimum of [REDACTED] officers. **(22.3.5E)**
6. In certain circumstances such as jobs requiring special training or equipment, or where a large number of police officers are required to work, the procedure for

selecting officers and assigning jobs may be altered. In these cases, the Inspector of Investigative Operations will ensure that the best interests of the Department of Police and all persons concerned are met. In circumstances which require the presence of a supervisor (sergeant or above), that position must be filled by a supervisor. No patrol officer will be permitted to assume this position without authorization from the Extra-Job Coordinator or in his absence the Watch Commander. Notwithstanding the designation of a supervisor for any assignment requiring [REDACTED] officers, for larger events or those requiring special consideration, ([REDACTED], Etc.) a Commander position may be designated at the discretion of the Inspector of Investigative Operations. (22.3.5E)

7. Any officer working an extra-duty job that is not approved by the Commanding Officer of the Office of Professional Standards, or his designee, will be subject to internal discipline for a violation of this policy. (22.3.5c)

* Extra-Duty Job Rate

The 'Extra-Duty Job Rate' will be reviewed annually (every November) by the Chief of Police. Any change in the extra-duty job rate will become effective July 01, of the new year. The Chief of Police shall have the final and sole authority to set the extra-duty job rate.

C. EXTRA-DUTY JOB REQUESTS

1. Any individual or private firm (**hereinafter "the Vendor"**) wishing to hire an off-duty officer for extra-duty jobs will be directed to contact the Extra-Job Coordinator. **The Extra-Job Coordinator will advise the inquiring party of the current extra-duty job rate, the minimum of two (2) hours pay per job and the cancellation procedures.**
2. **The Vendor must submit an Application and Agreement to Hire Extra Duty Police Officers (hereinafter "Vendor Agreement") (Appendix A) that details the nature of employment requested, the hours of employment and related information to ensure compliance with departmental regulations. A signed Vendor Agreement must be on file with the Wilmington Police Department prior to any jobs being posted for the Vendor. If an extra-duty job recurs at regular intervals throughout the year, the Vendor must submit a new Vendor Agreement for each fiscal year (July 1 through June 30). In the event of an emergency, permission to work the job may be authorized by the Chief of Police. When permission by the Chief of Police is given, the Extra-Job Coordinator will be notified and will then have the responsibility of obtaining a signed Vendor Agreement from the Vendor by the close of the next business day.**
3. **The Vendor is responsible for obtaining all necessary permits for events held.**

4. **The Extra-Job Coordinator will forward a copy of the Vendor Agreement to the Finance Department Billing Manager. The Extra-Job Coordinator will maintain all Vendor Agreements for the Police Department.**
5. Once approval has been granted, the Extra-Job Coordinator will compile a job description that will be made available to officers at job selections.
6. **The City of Wilmington is not obligated to provide extra-duty services. Approval will not be granted to Vendors with unpaid invoices in excess of 90 days unless payment terms have been arranged to the satisfaction of the Chief of Police.**

D. EXTRA-DUTY JOB SELECTION PROCESS

All personnel will be divided into four squads, B through E. On [REDACTED] of each week, starting at [REDACTED] hours, the extra-job list will be available in the Multi-Purpose room at the Public Safety Building. Any eligible member may sign up at that time. For restrictions, see section A of this policy.

1. By [REDACTED] hours, all personnel present will place their names on a sign-up sheet using the next available line on the sheet. The laminated card displaying the number chosen by the officer will then be placed into the box.
2. At [REDACTED] hours, the Extra-Job Coordinator or a designee, will withdraw the cards, one at a time, to determine the order for job selection. As a number is revealed, the corresponding officer's name will be placed on the selection sheet in the order their name is called out. After all present eligible personnel have had the opportunity to select one job, a second job may be picked, using a reverse order of selection. A maximum of two (2) selections per individual will be made. Officers will print their full name and payroll number in a legible manner for any and all extra-duty jobs. At this time, the job list will be closed until the following day.

The laminated cards will be maintained by the Extra-Job Coordinator. No other cards (driver's license, computer ID card, etc) will be accepted. The sign-up sheet, along with the selection sheet, will then be retained in a binder by the Extra-Job Coordinator for a period of two (2) years.

3. On [REDACTED] hours, the extra-duty job list will be open to all personnel on full duty, including those assigned to the [REDACTED] shift. The selection system and the two-job maximum will again be observed. This system will continue daily until the job list is filled.
4. On [REDACTED] after the job list is closed, a copy will be turned over to the House Sergeant, who will fill any remaining jobs as expeditiously as possible. If a job is filled by the House Sergeant, he will place the officer's name in the space

provided, initial next to the officer's name, and note the date and time of notification.

5. In the event a new job request is received after [REDACTED], that job will be held until the next day's pick. Once the procedures have begun for any given day, no extra-duty jobs may be added to that list. In the event that a request is made for the same day after the normal selection process has been completed, the Extra-Job Coordinator or a representative from his division will attempt to find someone to work the job on a first come, first serve basis.

At all extra-duty job picks, officers must be present at the time of the drawing. They must also be present to include their name in for the drawing. No supervisor may sign up for other officers. (for exceptions refer to B6)

6. Each [REDACTED] the Extra-Job Coordinator will post a copy of the extra-duty job list in the House Sergeant's office. This copy will not be for sign-ups, but rather for information purposes only. The Extra-Job Coordinator will amend this copy daily through the week until [REDACTED]. The original copy of the list will be maintained by the Extra-Job Coordinator, and on Friday a copy will be placed in the House Sergeant's Office.
7. Officers who arrive after the extra-duty job selection process starts will have their names placed at the bottom of the list. These officers will select the two (2)-job maximum after all other officers present have made their selections.

E. REPORTING TO WORK (22.3.5b)

1. When reporting to work at an extra-duty job, officers will arrive promptly at the specified time and be equipped as they would if assigned the task in an on-duty capacity (i.e., [REDACTED] etc.). **(22.3.5b)**
2. Upon arrival, officers should make contact with an authorized agent at the extra-duty job, and clarify their responsibilities while at the job. In addition, job descriptions will be provided at job picks. It is the working officer's responsibility to review the job description prior to working the assignment. **(22.3.5b)**
3. Officers will then go in-service with Data Center and provide communications personnel with the following:
 - a. Badge number or call number;
 - b. payroll number;
 - c. radio handset number;
 - d. the location of the extra-duty job; and
 - e. the duration of the assignment.

At the conclusion of the extra-duty job, the officer(s) will go out of service over channel A or with Data Center. **(22.3.5b)**

4. While in service, officers must comply with all Directives, Memorandums, Policies and Special Orders of the Department. **(22.3.5b)**
5. Any Officer injured while performing an extra-duty job must comply with all Departmental reporting requirements. **(22.3.5b)**

F. CANCELLATION

1. When an officer is unable to work a job that he has chosen, he must contact either the Extra-Job Coordinator, or, in his absence, the House Sergeant. If the cancellation is made on the same day as the job is scheduled and is before the [REDACTED], that job will be placed on the open list to be picked at [REDACTED] hours.
2. If the cancellation is made after [REDACTED] and the job list is closed and the Extra-Job Coordinator, or a representative of the office, is not available, the House Sergeant will fill the job as expeditiously as possible and advise the Extra-Job Coordinator of same by noting the time of the cancellation and initialing the extra-duty job sheet.

All job cancellations must be approved by the Extra-Job Coordinator or in his absence the House Sergeant.

3. No officer(s) may exchange jobs without first receiving authorization through the Extra-Job Coordinator, or in his absence, the House Sergeant on duty. Either the Extra-Job Coordinator or the House Sergeant must approve said changes and must initial the changes made on the extra-duty job sheet. No other officer is permitted to write anything on the extra-duty job list.
4. If an officer must cancel an extra-duty job at the last minute, the House Sergeant will follow the same procedures outlined for accepting an unlisted job. Only under emergency circumstances will an officer be permitted to cancel from an extra-duty job. The officer, if permitted to cancel the job, will then submit a detailed Departmental Information report to the Office of Professional Standards, explaining the reason for the cancellation. This report will be submitted on the officer's next regular work day.
5. In the event the job is canceled by the Vendor, the **Vendor** must notify the Office of Professional Standards (or the House Sergeant if the Office of Professional Standards is closed), at least one (1) day in advance of said job, except in the case of outside events which depend on weather conditions or any other events affected by extenuating circumstances, in which case the cancellation must be

received at least two (2) hours in advance of said job. Also, if the **Vendor** fails to notify the aforementioned persons as prescribed, the Vendor will be billed for the two (2)-hour minimum.

6. The Extra Job Coordinator or the House Sergeant will then notify the assigned officer of the cancellation.
7. In the event that an officer reports for an extra-duty job that had been canceled without prior notification to the officer, said officer will respond to the House Sergeant's Office and fill out a **City of Wilmington Extra-Duty Jobs Payment Form (Appendix B)** for two (2) hours and have it initialed by the House Sergeant. A Departmental Information will be submitted by the officer detailing the circumstances surrounding the canceled extra-duty job and both will be turned over to the Extra-Job Coordinator.

G. ACCOUNTING PROCEDURES: BILLING AND PAYMENTS

1. **Officers working an extra-duty job shall receive payment through the City of Wilmington's payroll system on the Friday of the off-week pay cycle. All extra-duty job hours are subject to the supplement federal tax rate, along with applicable state and local taxes.**
2. **Officers working extra-duty jobs will record the hours worked on the City of Wilmington Extra-Duty Jobs Payment Form (Appendix B). Only one form per event is to be utilized by each officer. Multiple events are not to be recorded on one form. The officer must submit the completed form within 48 hours to the Extra-Job Coordinator. The Extra-Job Coordinator shall review and approve the completed form. The Extra-Job Coordinator's signature on the form represents authorization for payment to the officer.**
3. **Once approved, all forms must be submitted as a group for each event. The forms shall either be hand-delivered or sent electronically to the Payroll Manager, the HR Information Systems Administrator and Finance Department Billing Manager no later than the close of business on the Thursday following the regularly scheduled bi-weekly payroll. If the deadline is missed, hours will be paid during the next off-week cycle. No hours will be paid during the bi-weekly cycle.**
4. **The Finance Department Billing Manager will prepare and submit an invoice to the Vendor within 5 business day after receipt of information from the Extra-Jobs Coordinator.**
5. **Invoices to Vendors are due upon receipt.**

6. **All invoice payments will be processed by the cashiers and credited to the Restricted Extra Duty Pay Fund for Police and Fire utilizing the account codes provided by the Finance Department. (Appendix C)**
7. **On the 5th day of every month, the Finance Department Billing Manager will send a follow up letter to all Vendors who have unpaid invoices for 30 days or more.**
8. **All invoices not paid within 45 days will be assessed a monthly penalty of \$50.**
9. **The Finance Department Billing Manager will forward to the Delinquent Accounts Supervisor all invoices not paid within 45 days of the initial billing date.**
10. **Vendors with outstanding invoices of 90 days or more will forfeit billing privileges and will be required to pre-pay for extra-duty job officers for future events. The Special Events Coordinator and Extra-Jobs Coordinator will be notified by the Department of Finance of Vendors required to pre-pay for extra-duty jobs.**

H. OUTSIDE EMPLOYMENT (22.3.4)

All members of the Department of Police must comply with Article XV of the City of Wilmington and the Fraternal Order of Police Collective Bargaining Agreement which states: "No member of the Department of Police shall be allowed to engage in any second job unless prior approval has been granted by the Chief of the Department of Police." The Chief of Police may approve requests that do not conflict with the best interest of the City or the Department, and return a copy of the request to the officer. No officer may work more than [REDACTED] per day at any outside employment. **(22.3.4)**

All members of the Department of Police who wish to work for an outside firm, including teaching positions, honorariums, or seminar participation, and all other similar appearances where the officer is compensated for his services, will adhere to the following conditions:

1. **A "REQUEST TO WORK OUTSIDE EMPLOYMENT FORM" (Appendix D) must be submitted through the chain of command and approved prior to beginning employment.**
2. **A "REQUEST TO WORK OUTSIDE EMPLOYMENT" form as well as an "ANNUAL RESIDENCY/OUTSIDE EMPLOYMENT DECLARATION" form (Appendix E) must be completed each year by January 31, and also in the interim, if the officer's duty status changes, or he accepts new employment during**

the year. (22.3.4)

I. DOCUMENTATION

1. Officers are responsible for monitoring their total number of hours to ensure compliance with restrictions.
2. Officers must submit an Outside Employment Form (**Appendix F**) for all outside employment hours worked within any pay period. Officers must provide the date and time worked; the name and location of the **employer**; and the number of hours worked per assignment. Contact must be made with the employer/agent and a signature must be obtained. The form will be used to monitor the number of outside employment hours worked by every officer.
3. Officers will submit the Outside Employment Form with their payroll sheet. The form will be signed by the supervisor who signs the pay sheet and forwarded to the Extra Job Coordinator. The outside employment hours will not be logged on the regular payroll sheets.
4. Any officer violating this Directive will be subject to suspension or revocation of their right to work extra-duty or outside employment.