

Application for Secondary Employment

Cottage City Police Department

| EMPLOYEE REQUESTING OTHER EMPLOYMENT | | |
|---|--------------------|----------------------------|
| Employee Name | Employee ID | Employee Assignment |
| Employee Address | | Employee Home Phone |
| Type of Business or Employment (e.g.; Restaurant, Shopping Mall, etc.) | | |

| i) SECONDARY EMPLOYER'S INFORMATION (To be completed by Secondary Employer) | | |
|---|------------------------------------|-----------------------|
| Firm/Business Name | Supervisor's/Manager's Name | Self-Employed? |
| Business Address | | Business Phone |

Actual Location of Duties

Duties: Set forth in detail proposed duties to be used for secondary employer:

Will the duties require the exercise of police power including but not limited to making arrests, conducting investigation and otherwise enforcing the laws of the State Yes No

| Anticipated Duration of Secondary Employment | | |
|---|-------------|----|
| Beginning Date | Ending Date | |
| Approximate Number of Hours/Days to be worked per week or month (specify) | | |
| Number of Hours | From | To |
| Number of Days | From | To |

What will be your regular work hours for secondary work? (Specify days of week and daily work hours):

If you will be working irregularly, describe the arrangement and specify the anticipated Total Hours per Calendar Week:

If you will be working irregularly, describe the arrangement and specify the anticipated Total Hours per Calendar Week:

| | |
|---|----------------------|
| Worker's Compensation Carrier Name and Address | Policy Number |
|---|----------------------|

iii) EQUIPMENT TO BE USED FOR OTHER EMPLOYMENT

Secondary Employment Agreement

THIS AGREEMENT made this ____ day of _____, 2025, among the Town of Cottage City (hereinafter referred to as “the Town”), Officer _____ (hereinafter referred to as “Employee”), and _____ (hereinafter referred to as “Secondary Employer”).

WHEREAS, Secondary Employer desires to retain the services of Employee, who is a sworn law enforcement officer of the Town, and the Employee desires to work for the Secondary Employer while off duty from the Town’s police department; and

WHEREAS, Secondary Employer understands that Employee may be required to exercise his/her law enforcement powers while working secondary employment. Secondary Employer further understands that members of the public may perceive Employee as exercising his/her law enforcement powers while working Secondary Employment; and

WHEREAS, this Agreement is intended to set forth the rights and obligations of the City, Secondary Employer and Employee.

NOW, THEREFORE, in consideration of permission granted by the Town to Employee to work for Secondary Employer while off duty and while under contract with Secondary Employer, and in consideration of the wages to be paid by Secondary Employer to Employee, the parties agree as follows:

1. The Town hereby authorizes Employee to work for Secondary Employer while off duty from the Town’s police department and perform such lawful duties and functions as required by Secondary Employer.

2. Secondary Employer shall compensate Employee for services rendered while working for Secondary Employer. The Employee shall negotiate with Secondary Employer the terms of Employee’s compensation. The Town will incur no expenses as a consequence of Employee working for Secondary Employer.

3. The Employee shall maintain a “vehicle fuel usage, mileage and use” log for any Town take home assigned vehicle and reimburse the Town \$30 per pay period for use of the vehicle to travel to and from Secondary Employer’s work site. The Town may separately invoice or deduct from Town pay the Secondary Employee for fuel usage related to Secondary Employment that

exceeds the reimbursement amount or exceeds more than nominal idle times which causes excessive wear and tear on the vehicle. More than three minutes of idle time per hour will typically be considered excessive. One hour of idling may be considered to be equivalent to approximately 25 miles of driving for engine wear.

4. Employee shall be under the direct supervision and control of Secondary Employer while in the service of Secondary Employer.

5. The parties acknowledge that a situation may arise that will require the Employee to depart from his secondary employment, and resume his active duties as a police officer, away from the Secondary Employer's premises. In such circumstances, the Employee's active duties as a police officer will take precedence.

6. Secondary Employer shall defend, indemnify, and save the Town and Employee harmless from all losses, damages, attorney's fees, expenses, claims, lawsuits, and judgments where it is alleged that the Employee was a dual agent, servant and/or employee of the Town and the Secondary Employer, or where it is alleged that the Employee was solely an agent, servant and/or employee of the Secondary Employer.

7. Secondary Employer will add, and will pay whatever premiums are required, to add the Town and Employee as additional insureds on its liability insurance policy. The liability insurance policy will provide an endorsement specifically providing insurance coverage for law enforcement activities. Further, the Secondary Employer shall provide within ten (10) days from the date of the execution of this Agreement a certificate of insurance, evidencing that the Town and Employee have been listed as additional insureds on Secondary Employer's liability insurance policy. If the Town and Employee are not added to the Secondary Employer's liability insurance policy as additional insureds as provided herein, the Employee is prohibited from performing any services for the Secondary Employer. Alternatively, the law enforcement officer applying for Secondary Employment may purchase an individual Moonlighting liability policy through the Fraternal Order of Police, or any similar entity offering such coverage, which is required in situations where the secondary employer will not provide a Police Liability policy.

8. Secondary Employer will add and will pay whatever premiums are required to add Employee to Secondary Employer's worker's compensation insurance policy. If the Employee is not added to the Secondary Employer's worker's compensation insurance policy as an additional

insured as provided herein, the Employee is prohibited from performing any services for the Secondary Employer.

9. Permission granted to Employee to work for the Secondary Employer may be revoked by the Town at any time if the Town determines, in its sole discretion, that the Employee's work for the Secondary Employer is in conflict with or inconsistent with his duties as an employee of the Town.

10. Secondary Employer acknowledges that it has received and reviewed Employee's request for other employment (i.e., Application for Secondary Employment) and agrees with the representations contained therein regarding the Employee's job duties and responsibilities. Secondary Employer further acknowledges that it understands the terms and conditions imposed on the Employee, as contained in the Request for Other Employment.

IN WITNESS WHEREOF, the parties have below set their hands and seals.

TOWN OF COTTAGE CITY: _____(SEAL)
Secondary Employee/Officer

BY: _____(SEAL)
Chief or Deputy Chief of Police

SECONDARY EMPLOYER:
BY: _____(SEAL)
TITLE: _____
LEGAL NAME OF ENTITY: _____
Business Trade Name(s): _____

- Copies:
- a. The original will be placed in the employee's personnel file;
 - b. One copy will be sent to the Cottage City Town Manager; and
 - c. One copy will be returned to the employee submitting the request.

Appendix (Extract from CCPD General Orders/Policy)

Cottage City Police Department

Policy Manual

1021.5 CONDITIONS AND WORK LIMITATIONS FOR OFF-DUTY SECONDARY EMPLOYMENT

1. Officers on light duty shall not participate in extra-duty or secondary employment involving private security.
2. Officers on sick leave shall not participate in extra-duty or secondary employment and may not resume extra-duty or secondary employment until 24 hours past the end of the shift of the day the officer was on sick leave.
3. Full-time employed Officers shall not exceed 20 hours of extra-duty or secondary employment, or any combination thereof, per workweek, not including leave time, days off or other non-duty days.
4. Officers shall not work all night part-time and report for duty the following day. There must be at least an 8-hour rest break between the part-time duty or secondary employment and regular duty with the CCPD.
5. Probationary employees may not work private security until they have successfully completed their probationary period.
6. The following types of employment may be approved if these businesses are not licensed by or under CCPD regulatory control.
 - a. Work as a private detective or security guard.
 - b. Investigative work for an insurance agency, private guard agency, collection agency, attorney, a bail bond agency, or any private employer employing security guards, etc.
7. Off-duty secondary employment may be approved for police employees to work in businesses which sell and dispense alcoholic beverages so long as it is not the primary service of that business. Police employees are prohibited from either the direct selling or dispensing of alcoholic beverages.
8. Off-duty secondary employment that would involve the service of civil processes may be approved, as well as employment that involves driving a taxicab or other public vehicle.
9. Employees may be permitted to work at gasoline stations and garages that are licensed as authorized inspection stations, providing that the employee is in no way involved in the actual inspection process.
10. Employees will not be permitted to engage in off-duty secondary employment or extra duty secondary employment during any day when sick leave is taken.

Off Duty Employment

- a. Approval shall not be given for employment that will interfere with the performance of an employee's official duties, including overtime assignments and response to emergency calls.
 - b. The Chief may deny requests to engage in off-duty secondary employment to employees who do not, at least, receive meets expectations in all standards of the Employee Performance Appraisal, as judged by the Chief.
 - c. If during a current appraisal period an employee, in the judgment of the Chief, needs improvement for the overall rating or is unsatisfactory in any one or more performance standards, the Chief may suspend the employee's secondary employment for 30 days (60 days for employees who work 12 hour shifts). At the end of 30 days and each subsequent month during the appraisal period, the Chief will re-evaluate the employee's performance. When, in the judgment of the Chief, the employee, at least meets expectations in all performance standards, the Chief will reinstate the employee's secondary employment status.
11. The prescribed CCPD uniform may be worn by the officer if the secondary employment job location is within the corporate limits of the Town. The departmental uniform shall not be worn if the place of employment is outside the Town corporate limits.
 12. The officer may carry his or her service weapon, badge, and identification while engaged in authorized secondary employment involving private security, unless he or she is working within the corporate limits of the Town, in which case the officer shall carry these items.

The use of an assigned take home Police vehicle is permitted for approved secondary employment.
 13. Except as permitted by Section 2-102 of the CP Article of the Md. Ann. Code, as amended, and the General Orders of this Department, police officers engaged in secondary employment outside the Town's corporate limits, may not exercise their police powers including making arrests, or conducting investigations.
 14. Secondary employment may not violate the Town's Ethics Ordinance, Ordinance Code, the Town Charter or police directives.
 15. Officers may not participate in any way in any business or employment that requires the officer to engage in conduct that is inconsistent with the Department's objectives, regulations, directives, ethics, reputation, or that creates a real or potential conflict of interest between the officer's secondary employment and the officer's duties with the Department, or that presents the appearance of such conflict of interest.
 16. Employees who engage in secondary employment without prior approval are subject to disciplinary action. The disciplinary action may include but is not limited to suspension or termination from secondary employment. Unless otherwise permitted by law, suspension of a police officer's powers of arrest shall not be used as a basis for suspension by the

CCPD from secondary employment unless the secondary employment was not previously approved as stated in this paragraph.

17. Officers shall not be compensated by the Town for off-duty court appearances for arrests emanating from secondary employment.
18. Officers working on a private employer's premises or shopping center may not handle a traffic accident (crash) using his police powers occurring in the parking lot unless the parking lot is located within the corporate limits of the Town.
19. At the discretion of the Chief of Police, full time employed Officers may accept secondary employment as a commissioned police officer for any other political subdivision of this State, any other State, or the Federal Government, as well as the U.S. military including the reserves, the National Guard or the organized militia.
20. Officers may not obtain secondary employment as an executive protection agent, (a.k.a. "a Bodyguard"), a bail bondsman, or as an employee or agent to a party involved in a labor management dispute.

1021.6 CRIMES WITNESSED BY CCPD OFFICERS WHILE ENGAGED IN OFF-DUTY SECONDARY EMPLOYMENT

1. If, during the course of off-duty secondary employment, a police employee finds it necessary to act in an official capacity, police functions shall be given priority.
2. Any minor violations witnessed while an CCPD officer is working off-duty secondary employment as a security guard (e.g. shoplifting) will be handled in the capacity of a security guard, and CCPD employees will not identify themselves as law enforcement officers.
 - a. The offender will be detained, and the local police department will be called to affect the arrest.
 - b. Any court appearances stemming from these incidents will be on the officer's off-duty time and any compensation received for that time will be paid by the private employer.
3. If major crimes such as felonies are witnessed while an officer is working as a security guard, appropriate enforcement action will be taken.
 - a. Police employees who take such enforcement action are considered to be on-duty from the time that such action was initiated.
 - b. In this on-duty status, they will be compensated by the CCPD and not by the private employer.

Off Duty Employment

1021.7 PROHIBITED EMPLOYMENT

1. Applications for off-duty secondary employment shall not be approved in any of the following instances:
 - a. Employment by any entity licensed by or under CCPD regulatory control including:
 - (1) Employment by a security or private detective agency licensed or under CCPD regulatory control.
 - (2) Employment in the inspection process while employed at an authorized inspection station.
 - b. The Town Public Ethics Ordinance also prohibits an employee from maintaining a financial interest in any business or entity under CCPD regulatory control.
 - c. The Code of Ethics would not prohibit an employee's spouse from owning a business regulated by the CCPD, but it would prohibit the employee from having a financial interest in that business.
 - d. The Code of Ethics prohibits an employee from being employed by an entity that is subject to the employee's authority or that of his agency. While law enforcement authority is broad and more or less universally applicable in many situations, the prohibition applies specifically when an officer works in a specialized division or unit whose efforts are directed particularly at a defined population.
 - e. Off-duty secondary employment which would involve the use of CCPD records, documents, or files shall not be approved for any employee.
 - f. No CCPD police employee may directly or indirectly maintain any financial interest or ownership in any business dealing directly or indirectly with the manufacture, transportation or sale of alcoholic beverages.
 - g. No CCPD police employee may directly or indirectly maintain any financial interest or ownership in any commercial business establishment engaged in legalized gambling operations, i.e., bingo, racetrack, etc.
 - h. No CCPD police employee may directly or indirectly act as an employee or agent for a commercial business establishment engaged in legalized gambling operations, i.e., bingo, racetrack, etc.
 - i. No CCPD employee may directly or indirectly maintain any financial interest or ownership in any business performing security guard and/or private detective services that are licensed by or under CCPD regulatory control.
 - j. Any type of off-duty secondary employment that may, because of its location or nature, bring disfavor, disrespect, or discredit to either the employee or the CCPD shall not be approved for any employee.

1. CCPD employees are prohibited from providing security, protection, escorts, or any like activities in an off-duty secondary employment capacity, at any business within the State of Maryland, while a strike, labor unrest, contract dispute, work slowdown, or any such activity exists or is pending. The Chief will:
 - a. immediately rescind approval from employees who were granted prior approval to work for such a company. The employees will be notified by telephone to immediately cease off-duty secondary employment and will acknowledge receipt of the order to cease off-duty secondary employment via Form 1, immediately upon return on the next scheduled CCPD workday.
 - b. notify, as soon as practical, the Town Manager of the following:
 - (1) The company name, address, phone number, contact person, and incident location (if other than business location).
 - (2) The employee requesting off-duty secondary employment.
 - (3) The nature of the strike, labor unrest, contract dispute, etc. and whether it is in progress or predicted for the near future.
 - (4) Any information regarding past, present, or predicted violence and the intensity of same.
 - (5) Any additional pertinent information.
2. The foregoing represents the only outright prohibitions. Off-duty secondary employment is also prohibited in any type of outside employment which could possibly impair the independence of judgment of a CCPD employee in the performance of his duties or employment which comes about as a direct result of or for the intention or use of the prestige of a Town office for the benefit of an employee or the benefit of another. Example: No police employee could accept off-duty secondary employment as an accident reconstruction expert for private attorneys because the reason they would be employed as such would relate directly to their expertise gained as a CCPD officer.

See <https://www.cottagecitymd.gov/police/page/general-orders> for more information or updates to the Cottage City Police Department Policy Manual.