

DALTON POLICE DEPARTMENT

	<i>Effective Date</i> May 1, 1998	<i>Number</i> GO94-3.10
<i>Subject</i> Off-Duty / Extra-Duty Employment		
<i>Reference</i> CALEA Standards – 4.3.1, 22.2.4, 22.2.5		<i>Revised</i> October 27, 2020 September 28, 2021
<i>Distribution</i> All Personnel	<i>Re-evaluation Date</i> October 2022 September 2023	<i>No. Pages</i> 9

I. **Policy**

It is the policy of the Dalton Police Department to allow employees to participate in off-duty and extra-duty employment only within the limitations set forth by law and this directive and as long as such off-duty or extra-duty employment does not interfere in any way with the employees’ performance of their duties and responsibilities as employees of the Dalton Police Department.

II. **Purpose**

The purpose of this procedure is to set forth the guidelines, conditions, and restrictions relating to off-duty and extra-duty employment.

III. **Definitions**

- A. *Extra-duty employment* – Secondary employment wherein the actual or potential use of law enforcement powers is anticipated, and the employee is functioning in the capacity of a law enforcement employee of this Department, although not on duty and not being paid from the Department payroll. In such an instance, the employee is considered to be working as an employee of the secondary employer or as an independent contractor, although his / her law enforcement authority arises out of his or her position within the jurisdiction of this Department.
- B. *Off-duty employment* – Secondary employment entirely independent of the authority arising out of a position of a law enforcement agent of the Department. The employee is considered to be an employee of the secondary employer or an independent contractor and is not functioning nominally in the capacity of a law enforcement officer or employee of the Department.

IV. **Procedures, Rules, and Regulations**

A. Applications

- 1. An application for approval for off-duty or extra-duty employment shall be submitted and reviewed through an employee’s chain of command to the Chief of Police.

2. An Off-Duty Employer Assurance Agreement or an Extra-Duty Employer Assurance Agreement shall be completed by the prospective employer before the employee accepts the off-duty or extra-duty employment. The requests shall also include the significant aspects of the employee's prospective employment.
3. All requests for approval of off-duty or extra-duty employment must be reviewed and approved by the Chief of Police. The Chief of Police retains the authority to approve or disapprove any request and to withdraw previously-given approval for any employee's off-duty or extra-duty employment (O.C.G.A. §16-10-3).
4. All such requests are subject to being investigated by the Department to determine whether the off-duty or extra-duty employment is suitable for a Department employee.
5. Approvals for off-duty / extra-duty employment shall expire on December 31st of each year or if the off-duty / extra-duty employer changes ownership. Employees must then re-submit an application and obtain approval from the Chief of Police in order to continue the applicable employment.

B. Accountability to Department

1. No employee may engage in any off-duty or extra-duty employment without the prior explicit approval of the Chief of Police.
2. No employee shall engage in any off-duty or extra-duty employment that interferes with his / her ability to adequately perform all the duties and responsibilities of his / her primary employment with this Department.
- ~~3.2.~~ Any employee engaged in off-duty or extra-duty employment shall conduct himself / herself in a manner appropriate for an employee of the Dalton Police Department.
- ~~4.3.~~ Conduct during off-duty or extra-duty employment, which, if it occurred while an employee was on duty would result in disciplinary action, could result in withdrawal of the employee's permission to engage in the off-duty or extra-duty employment.
- ~~5.4.~~ No employee shall engage in off-duty or extra-duty employment for more than forty-eight (48) hours in any fourteen (14) day pay period.
6. No employee shall engage in any off-duty or extra-duty employment within the eight (8) hours prior to reporting for a shift or on-duty assignment with this Department, unless prior approval is requested and received from the employee's Division Commander.
- ~~7.5.~~ No employee shall be permitted to engage in extra-duty employment where the employee will be wearing the Dalton Police Department uniform, using equipment issued by the Department, or employing powers of arrest as a Peace Officer of the State of Georgia unless the extra-duty employer has

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signed an agreement to waive all claims against the Department and to indemnify, hold harmless, and defend the Department from any liability growing out of the employee's extra-duty employment with said employer.

- ~~8.6.~~ Any employee engaged in extra-duty employment, where the employee will be wearing the Dalton Police Department uniform, using equipment issued by the Department, or employing powers of arrest as a Peace Officer of the State of Georgia, shall only use Department-authorized firearms, ammunition, and less-lethal weapons.
- ~~9.7.~~ No extra-duty employment shall be allowed until the sworn employee reaches solo status from the Field Training Officer (FTO) Program.
- ~~10.8.~~ **Suitable Extra-duty Employment**
 - a. The Department will generally approve extra-duty employment for the safety of patrons at establishments such as:
 - (1) Movie theaters
 - (2) Skating rinks
 - (3) Retail shopping areas
 - b. Extra-duty employment will also generally be approved for traffic control for road construction, house moving, or community and church events.
 - c. The Department may approve extra-duty employment for outside special events that are approved by the Downtown Dalton Development Authority and that are held in the Downtown District.

~~11.9.~~ **Unsuitable Extra-duty Employment**

No Officer shall participate in extra-duty employment without written permission from the Chief of Police. Written permission shall not be given for:

- a. Extra-duty employment by, in, or around any establishment where alcoholic beverages are sold for on-site consumption, such as bars, night clubs, or lounges, regardless of the type of alcohol pouring license in effect.
- b. Extra-duty employment where the employment is on behalf of a labor organization which is on strike, where the employees of the employer are on strike against the employer or where there is a lockout of employees at the location where the employee is to work.
- c. Extra-duty employment where the employment involves the serving of civil process, the collection of money, or repossession of property.

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- d. Extra-duty employment that poses any real or apparent conflict of interest with those of the Department.
- e. Extra-duty employment that involves the use of Department files, records, or other information not ordinarily available to non-authorized personnel.
- f. Extra-duty employment that involves the use of Department property or equipment, unless the Chief of Police has specifically granted permission for the use of such equipment based on his / her finding that such use and employment will further the law enforcement efforts of the City.
- g. Extra-duty employment that involves the use of Department property or equipment, where said equipment or property will be subject to damage or loss.
- h. Extra-duty employment that would jeopardize a pending criminal case or investigation.

~~12.10.~~ Unsuitable Off-duty Employment

No employee shall participate in off-duty employment without written permission from the Chief of Police. Written permission shall not be given for:

- a. Off-duty employment that would interfere in any way with the employee's performance of his / her duties and responsibilities for the Department.
- b. Off-duty employment that would involve the employee in any situation where there may be a risk of real or apparent conflict of interest between the Department and the employee's off-duty employment.

~~13.11.~~ Employees on Leave of Absence

- a. No employee shall be permitted to engage in extra-duty employment when the employee is on a leave of absence to recover from an illness or injury.
- b. An employee may request written permission from the Chief of Police to engage in or continue off-duty employment while on a leave of absence to recover from an illness or injury. Approval for off-duty employment, obtained prior to the illness or injury, shall not be sufficient to meet this requirement.
- c. No employee shall be permitted to engage in off-duty or extra-duty employment when the employee is on a leave of absence due to a grievance action, disciplinary action, or while the grievance or

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disciplinary action is on appeal to the Public Safety Commission or Director of Human Resources / City Administrator.

C. Denial of Permission for Off-duty or Extra-duty Employment

Permission to engage in off-duty or extra-duty employment is a privilege rather than any employee's right. It may be granted, denied, or withdrawn for the convenience of the Department. The decision to grant, deny, or withdraw off-duty or extra-duty employment permission ~~are the exclusive right~~ is within the sole discretion of the Chief of Police and ~~are~~ is not subject to grievance or appeal. An employee who is experiencing behavior or performance problems or inadequacy may be denied the privilege to engage in or continue off-duty or extra-duty employment.

D. Insurance Coverage

Employees shall not be covered under the City of Dalton benefit policies or insurance policies (including the City's workers' compensation insurance policy) for illnesses or injuries sustained while engaged in off-duty or extra-duty employment, nor shall such employees be eligible to receive leave with pay for illnesses or injuries sustained during off-duty or extra-duty employment. Employees have the obligation to inform the off-duty or extra-duty employer of these facts and to obtain assurances from the off-duty or extra-duty employer that the employee will be covered under that employer's existing insurance policies.

E. Off-Duty / Extra-Duty Administrator

1. The Assistant Chief of Police shall be the off-duty / extra-duty employment administrator for the Department. He / she shall ensure compliance with all policies, processes, and other matters relating to off-duty / extra-duty employment.
2. If the Assistant Chief of Police determines an off-duty / extra-duty employment does not conform to this policy, he / she shall notify the Chief of Police with a recommendation to review or revoke the employment. The Chief of Police shall have final authority in all matters related to off-duty / extra-duty employment.

This policy supersedes any previous policies issued.

BY ORDER OF

CHIEF OF POLICE

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**DALTON POLICE DEPARTMENT APPLICATION FOR APPROVAL
OF OFF-DUTY/EXTRA-DUTY EMPLOYMENT**
(To be completed by employee)

Employee's Name _____

Present Assignment _____

Prospective Off-Duty/Extra-Duty Employer _____

Address _____

Type of Business _____

Prospective Immediate Supervisor _____

Business Phone _____ Work Detail From: _____ To: _____
(Date Range not to exceed 12 months)

Employment Duties:

Will Employee be required to work more than 48 hours in a 14-day period? Yes No

Will Employee be expected to wear Dalton Police Uniform? Yes No

Will Employee be expected to use Dalton Police Equipment? Yes No

Will Employee be expected to use police powers of arrest? Yes No

Will Employee be involved in collection of funds or repossession of property? Yes No

Will Employee be involved in service of civil process? Yes No

Will Employee be covered by Off-Duty/Extra-Duty Employer's liability insurance policy? Yes No

Will Employee be covered by Off-Duty/Extra-Duty Employer's Workers' Compensation Insurance Policy? Yes No

Does Employer sell alcoholic beverages to be consumed on premises? Yes No

This form must be completed (3 pages) and submitted together with Off-Duty/Extra-Duty Employer Assurance Agreement via chain of command for approval by the Chief of Police. The authorization will only be valid for a maximum period of 12 months. It is the employee's responsibility to ensure a new form is completed if the off-duty/extra duty employer changes ownership.

ADM ODE 940901 R1809

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OFF-DUTY/EXTRA-DUTY EMPLOYMENT APPROVAL APPLICATION

I _____ hereby make this request for approval of my Off-Duty/Extra-Duty employment. I certify that the information contained in my application is true and correct. I certify that I have read Dalton Police Department Order GO94-3.10 in its entirety. I certify that I will abide by all of its terms and conditions, that it will not conflict with my oath of office as a peace officer of the State of Georgia or the City of Dalton, and that I will not be working more than 48 hours in my Off-Duty/Extra-Duty job during any 14-day period.

I fully understand that pursuant to the Dalton Police Department policy, I will not be granted injury leave with pay if I become injured while on this Off-Duty/Extra-Duty employment. I will advise my prospective employer of this policy and his/her potential responsibility if I should receive an incapacitating injury; however, I do understand that I may use any sick leave I have accrued if I become physically incapable of reporting for duty due to an Off-Duty/Extra-Duty injury.

I fully understand that in working at an Off-Duty/Extra-Duty employment position I will not be working for the City of Dalton or its Police Department and that my time spent in Off-Duty/Extra-Duty employment will not be counted toward accrual of any overtime pay or other benefits from the Dalton Police Department.

I fully understand that nothing contained in this request will affect my obligation to the Dalton Police Department to be available for emergency service; and I will not accept this employment or any other employment without the express written consent of the Chief of Police. I understand that the City of Dalton will not be responsible to any person for any injury that I cause while performing my Off-Duty/Extra-Duty job, and that my Off-Duty/Extra-Duty employer will be solely responsible for such injury.

I fully understand that the Chief of Police is not obligated to approve my Off-Duty/Extra-Duty employment and that he may deny or withdraw his approval for my Off-Duty/Extra-Duty employment at any time and for any reason he deems appropriate including for the convenience of the Dalton Police Department.

Employee Signature/Date

Department employees are NOT permitted to work more than 48 hours of Off-Duty/Extra-Duty/regular Off-Duty/Extra-Duty employment during any one-pay period (14 days).

Date Requested: _____

Supervisor Signature: _____

Division Commander Signature: _____

Approved: _____
Chief of Police

Denied: _____
Chief of Police

Date: _____

Date: _____

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OFF-DUTY EMPLOYER ASSURANCE AND AGREEMENT
(To be completed by prospective Off-Duty Employer)

_____, (“employer”) hereby agrees that, in consideration for the Police Department of the City of Dalton granting permission to _____ (“employee”) to engage in Off-Duty employment by employer, the undersigned employer will hold the City of Dalton and its Police Department, its Police Chief, managers, supervisors, employees and agents harmless **from and against all claims of bodily injury, loss, or death or property damage arising out of the employee’s extra-duty work for employer and will reimburse any defense costs to the City of Dalton in any action brought against the City of Dalton on account thereof.**

I further agree, as a condition of the Chief of Police approving my employment of said employee, that I will cover said employee under my workers compensation insurance policy for any and all illnesses or injuries, which the employee may suffer in the course of performing his/her employment duties for me. I agree to pay all overtime pay due to the employee in any week in which the employee works more than 40 hours for me.

I understand that the Chief of Police may, at any time, and for any reasons which he deems reasonable in his absolute discretion, deny or withdraw permission for said employee to work for me.

Employer

Date

ADM ODE 940901 ~~R1809~~R2109

EXTRA-DUTY EMPLOYER ASSURANCE AND AGREEMENT
(To be completed by prospective Extra-Duty Employer)

_____, (“employer”) hereby agrees that, in consideration for the Police Department of the City of Dalton granting permission to _____ (“employee”) to engage in Extra-Duty employment by employer, the undersigned employer will hold the City of Dalton and its Police Department, its Police Chief, managers, supervisors, employees and agents harmless ~~and will pay for their defense from all liability that they might incur as a result of any action or omission either by the undersigned employer, or by said employee while working for or on behalf of the undersigned~~ from and against all claims of bodily injury, loss, or death or property damage arising out of the employee’s extra-duty work for employer and will reimburse any defense costs to the City of Dalton in any action brought against the City of Dalton on account thereof.

I further agree, as a condition of the Chief of Police approving my employment of said employee, that I will cover said employee under my workers compensation insurance policy for any and all illnesses or injuries, which the employee may suffer in the course of performing his/her employment duties for me. I agree to pay all overtime pay due to the employee in any week in which the employee works more than 40 hours for me.

I agree that the Chief of Police may, at any time, and for any reasons which he deems reasonable in his absolute discretion, deny or withdraw permission for said employee to work for me, and that said action will not entitle me to make any claim or engage in any suit against the City of Dalton or its Police Department or its Chief of Police, elected or appointed officials, or their subordinate managers, supervisors, employees, and agents.

Employer

Date

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