

# NAPERVILLE POLICE

## GENERAL ORDER

ORDER NUMBER: 22.4

SUBJECT: OFF-DUTY AND EXTRA-DUTY  
EMPLOYMENT

EFFECTIVE DATE: 01/01/97  
REVISED DATE: 08/22/13

REFERENCE: CALEA 22.3.4 AND 22.3.5

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### PURPOSE:

The purpose of this order is to set forth guidelines to govern off-duty and extra-duty employment by Department employees.

### DEFINITIONS:

**Employment:** The provision of a service, whether in exchange for a fee, service or product. Employment does not include volunteer charity work.

**Extra-Duty Employment:** Any employment that is conditional on the actual or potential use of law enforcement powers by the police officer employee. The service is rendered during a period of time not within the employee's assigned hours of duty (including training, holdovers, and court).

**Good Standing:** The status of an employee who is not on suspension and whose overall job performance has been rated as satisfactory or better.

**Regular Off-Duty Employment:** Any kind of employment not within regular working hours. This employment does not require the use, or potential use, of law enforcement powers by the off-duty employee. Both sworn and civilian employees are covered by this definition.

**Special Event:** An activity, such as a parade, festival, athletic contest, or public demonstration, that results in the need for control of traffic, crowds, or crimes.

### ORDER:

#### 22.4.1 OFF-DUTY/EXTRA-DUTY EMPLOYMENT

There are two types of off-duty employment in which an employee may engage:

- A. Regular off-duty employment.  
Employees may engage in off-duty employment that meets the following criteria:
  - 1. Employment in which vested police powers are not a condition of employment, the work provides no real or implied law enforcement service to the employer, and is not performed during assigned hours of duty.
  - 2. Employment that presents no potential conflict of interest between their duties as employees of the department and their duties for their secondary employer. Some examples of employment representing a conflict of interest are:
    - a. Process server, reposessor, or bill collector, towing of vehicles, or in any other employment in which police authority might tend to be used to collect money or merchandise for private purposes.
    - b. Personnel investigations for the private sector or any employment which might require the police employee to have access to police information, files, records or services as a condition of employment.

- c. In police uniform in the performance of tasks other than that of a police nature.
  - d. Assisting (in any manner) the case preparation for any civil action in which the City of Naperville is involved, or for the defense in any criminal proceeding.
  - e. Employment by a business or labor group that is on strike.
  - f. Occupations that are regulated by, or that must be licensed through the Police Department or the City of Naperville.
- 3. Employment that does not constitute a threat to the status or dignity of the police as a professional occupation. Examples of employment presenting a threat to the status or dignity of the police profession include, but are not limited to:
    - a. Employment selling pornographic books, magazines, sexual devices, or videos, or that otherwise provide entertainment or services of a sexual nature.
  - b. Any employment involving the sale, manufacture, or transportation of alcoholic beverages as the principal business.
- B. Extra-duty employment.  
Employees may engage in extra-duty employment as follows:
    - 1. Where a government, profit-making, or not-for-profit entity has a contract (oral or written) with the police department for police officers who are able to exercise police duties.
    - 2. Employees may only participate in extra-duty employment which is authorized and scheduled by the Department.
    - 3. Types of extra-duty employment which may be considered for contracting include:
      - a. Traffic control and pedestrian safety.
      - b. Crowd control.
      - c. Security and protection of life and property.
      - d. Routine law enforcement for public authorities.
      - e. Plainclothes assignments.

#### 22.4.2 LIMITATIONS ON EMPLOYMENT

Limitations on regular off-duty and extra-duty employment are as follows:

- A. In order to be eligible for off-duty or extra-duty employment, a police employee must be in good standing with the Department. Continued Department approval of a police employee's off-duty or extra-duty employment is contingent upon such good standing.
- B. Those employees who have not completed their probationary period, or who are on medical or other leave due to sickness, temporary disability, or an on-duty injury shall not be eligible to engage in regular off-duty employment.
- C. Requests for off-duty and extra-duty employment may be denied if the employee's use of sick leave for the year prior to application is in excess of the department average.



D. Prior to obtaining off-duty employment, a police employee shall submit via the chain of command an Off-Duty Employment form (NPD Form #506) and obtain the approval of the Chief of Police or designee.

1. All employees engaged in off-duty employment will resubmit an Off-Duty Employment Approval form annually by February 1 and will resubmit this form any time there is a change in status.
2. The original form will be returned to the requesting employee and will indicate whether the application has been approved or denied.
3. If the request for off-duty employment is that of an armed capacity, then the employee will be responsible for completion of an Indemnification Agreement.

E. An employee may work a maximum of 24 hours of off-duty and/or extra-duty employment, in total, in each calendar week unless approved by the Chief of Police.

F. Work hours for all off-duty or extra-duty employment must be scheduled in a manner which does not conflict or interfere with the police employee's performance of duty.

G. A police officer engaged in any off-duty or extra-duty employment is subject to call-out in case of emergency and will be expected to leave the off-duty or extra-duty employment in such situations.

H. Permission for a police employee to engage in off-duty or extra-duty employment may be revoked where it is determined, pursuant to Department policy that such employment is not in the best interests of the Department.

I. Uniforms, Department issued equipment, or city equipment of any kind shall not be used while the employee is in the actual performance of regular off-duty employment.

J. The Traffic/Special Events Supervisor shall serve as the extra-duty employment coordinator and is responsible for the planning, staffing and coordinating of all police extra-duty employment (excluding emergency situations). The extra-duty employment coordinator will document the significant aspects of each officer's extra-duty employment. All requests for police services for special events or other extra-duty assignments will be forwarded to the coordinator. The Chief of Police or his designee will decide whether or not to approve the police services request.

#### **22.4.3 CONDUCT DURING EMPLOYMENT**

A. Sworn and non-sworn employees are deemed to be acting within the course and scope of official duties while fulfilling extra-duty assignments. Employees will conform to all directives of the Department.

B. In the event a sworn employee working an extra-duty assignment effects an arrest, the arresting officer is responsible for completing the initial reports, with the exception of the arrest report and associated booking reports. An on-duty beat officer will respond to the scene, transport, and book the prisoner and check in any associated evidence or property.

C. In the event the employee is requested to work beyond the projected time period by the employing organization, the employee will notify the duty watch commander of the request for extension of duty and receive approval prior to extending the assignment.

#### **22.4.4 PERSONNEL SELECTION**

Personnel selection for extra-duty employment will be conducted pursuant to the provisions of any labor agreement between an authorized employee bargaining unit and the City of Naperville. Employees who are not covered by the provisions of an agreement will be selected on the basis of seniority.

A. Volunteers will be selected based upon seniority.

B. Exceptions to section A are as follows:

1. Special events approved with prior notice of less than one week. The method used to make assignments will be at the discretion of the Chief of Police or designee.

2. The Chief of Police may set minimum standards (special qualifications) to be met by the officers for a specific event that includes specific skills, ability, experience, or any other criteria set forth by the Chief.

3. Once an employee accepts an assignment, the employee is committed to performing that assignment. If the employee cannot work the event the employee shall notify the Chief of Police or designee or the extra-duty coordinator as soon as possible. If the employee fails to make notification at least 72 hours prior to the event, the employee is responsible for obtaining a replacement in advance. Approval of the substitution must be received from the extra-duty coordinator at least 24 hours in advance of the assignment.

#### **22.4.5 EXTRA-DUTY EMPLOYMENT FOR SPECIAL EVENTS**

When six or more officers are simultaneously engaged in extra-duty employment at the same time and at the same event, one of the six officers must be the rank of sergeant or higher and must be present at all times.

#### **22.4.6 Liability**

A. In working off-duty employment, personnel fully understand and agree to the terms and conditions contained herein. Personnel also agree not to file a claim of any kind or nature against or with the City. In addition, if the employee, anyone at the employee's direction or on the employee's behalf, or any third party or entity does file a claim, the employee agrees to defend, hold harmless, and fully indemnify the City for any costs, losses, claims, reasonable attorney fees, and/or expenditures incurred by the City. The employee understands it is their sole responsibility to arrange with the off-duty employer for the protection of liability defense and indemnification and health insurance, worker's compensation, and the like.

B. The City shall not be responsible for medical expenses, losses, and/or costs associated with injury leave incurred from injuries sustained while the employee is working in any non-duty employment.

C. The City shall not be responsible for any expenses, losses, and/or costs associated with injury leave incurred from injuries sustained while the employee is working in any non-duty employment.

D. The City shall not be responsible for any third party liability incurred or created while an employee is working in any non-duty employment.

E. The City shall not be responsible for any expenses, losses, and/or costs incurred for defense of any criminal prosecution against the employee as a result of any non-duty employment.

F. Prior to an employee beginning any armed, non-duty employment, the non-duty employer shall complete an Off-Duty Employment Indemnity Agreement.



**OFF-DUTY EMPLOYMENT APPROVAL FORM**  
(A separate form must be completed for each employer.)

Employee's Name		Present Assignment	
Prospective Off-Duty Employer			
Address			
Prospective Immediate Supervisor		Business Phone	

New Request ☐ or Annual Renewal ☐

If New, Anticipated Starting Date		Hours per Week	
Nature of Work to be Performed (General and Specific):			

I have reviewed General Order 22.4, Off-Duty and Extra-Duty Employment, and agree to conform with the provisions of this order.

I am also aware that if my off-duty employment is situated outside the corporate limits of the city of Naperville, I will not represent myself as a Naperville police officer during the performance of my duties. In addition, I accept the condition that I am not to use any city equipment nor utilize the facilities of our Records Section in connection with my prospective off-duty employment.

Is this an armed position?      Yes      No

- A. If so, I fully understand that pursuant to General Order 22.4, I will not request or seek leave pursuant to the Public Employee Disability Act from the City if I become injured while on this off-duty employment. I must advise my prospective employer of this policy and his/her potential responsibility if I am injured. I understand that I may use any accumulated sick leave if I become physically incapable of reporting for duty due to an off-duty injury in accordance with the applicable rules and policies.
- B. I will not represent myself as a Police Officer during the performance of my off-duty employment duties. Furthermore, I understand that any liability created through my off-duty employment, while engaged in such duties or functions, shall be my responsibility and that I shall fully defend and indemnify the City for all costs associated with any legal action stemming from such off-duty employment. In addition, I accept the condition that I am not to use any Naperville Police Department equipment (including my firearm).

Submitting Employee: _____	Date: _____	<u>Approved</u>	<u>Denied</u>
Supervisor: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
Section Manager: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
Division Commander: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
Chief of Police : _____	Date : _____	<input type="checkbox"/>	<input type="checkbox"/>

This request must be received in the chief's office prior to the starting date. Original will be returned to submitting employee. Copies will be retained by the chief's office, placed in the employee's personnel file, and forwarded to PTR. NPD#506 (Revised 08/13)



## OFF-DUTY EMPLOYMENT INDEMNITY AGREEMENT

Agreement made \_\_\_\_\_, 20\_\_\_\_, between  
\_\_\_\_\_, City/Village of \_\_\_\_\_, County  
of \_\_\_\_\_, State of Illinois, herein referred to as, "Off-Duty Employer,"  
and the City of Naperville, a body politic and corporate (and its Police Department), herein  
referred to as "City" and \_\_\_\_\_, herein referred to as  
"Employee." In consideration for City's permission to allow Employee of the Police Department  
to be employed in any capacity for Off-Duty Employer, it is hereby agreed:

### Section One

Off-duty Employer and Employee undertake to indemnify, defend, and hold harmless the City and all of its employees and agents against any and all claims, suits, actions, damages, cost, charges and expenses, including court costs and attorney's fees and against all liability, losses, and damages of any nature whatever, that City and/or any of its employees or agents shall or may at any time be put to by reason of Off-duty employment of Employee.

### Section Two

Off-duty Employer and Employee agree to defend City and all of its employees and agents against any claims brought or actions filed, against Off-duty Employer or Employee with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed. In case a claim shall be brought or any action be filed with respect to the subject indemnity herein, Off-duty Employer and Employee agree that City may, with Off-duty Employer or Employee's insurance company's approval, employ attorneys of its own selection to appear and defend the claim or action on behalf of City, at the expense of the Off-duty Employer or Employee.

### Section Three

City agrees to notify Off-duty Employer or Employee in writing, within 30 days, by registered mail, at Off-duty Employer or Employee's address as stated in this agreement, or any claim made against City on the obligations indemnified against. Notification shall be effective on the date of mailing.



**Section Four**

Off-duty Employer or Employee agrees to reimburse City for any necessary expenses, attorney's fees, or costs incurred in the enforcement of any part of this indemnity agreement.

**Section Five**

Off-duty Employer or Employee agrees to pay City interest at the rate of eight percent (8%) per annum on the amount of the loss indemnified against, from the date of the loss until such amount, plus interest, is paid. Off-duty Employer or Employee further agrees to pay City interest at the same rate on any sums City is obliged to pay, either in the enforcement of the agreement, or as advance payment or any other payment of any of the loss indemnified against, from the date of such payments until such sums, including interest, are paid.

**Section Six**

Off-duty Employer or Employee agrees to defend, indemnify, and hold harmless City and all of its employees and agents for any injury, damage, liability of any nature or to the Off-duty Employer, any person or entity, whatsoever, in even Employee is called out by the department in case of any emergency and required to leave their Off-duty employment.

**Section Seven**

There shall be no modification or change in the terms of this agreement without the written approval of City. Cancellation of this agreement may only occur when Off-duty Employer no longer employs Employee, and only written acceptance thereof by City. Cancellation shall not relieve Off-duty Employer or Employee from liability for claims, regardless of when made, resulting from occurrences, which took place during the period of this agreement.

**Section Eight**

The Off-duty Employer shall provide proof of insurance sufficient to fulfill the obligations contained herein.

In witness whereof, the parties have executed this agreement on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Off-duty Employer

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Employee