

TITLE 10
CHAPTER 6

Handwritten signature of Johnny W. McCoy

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JOHNNY W. MCCOY, CHIEF OF POLICE

10.6.00 OFF-DUTY EMPLOYMENT

10.6.01 Table of Contents.....

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10.6.02 Utah State Code Annotated

- A. 53-13-114: Off-duty police officer working as security officer
B. 58-63-304: Exemptions from licensure

10.6.10 POLICY

The Smithfield City Chief of Police recognizes that at times Smithfield City Police Department employees will need or want to take on additional employment outside the scope of SCPD or Smithfield City.

10.6.20 PROCEDURE

Smithfield City Police Department employees – sworn and non-sworn – will obtain written consent from the Chief of Police before engaging in secondary employment.

10.6.21 General Provisions

- C. No member of the SCPD may engage in any secondary employment, including self-employment, without prior written approval of the Chief of Police.
1. The Chief of Police may, at his discretion, waive the requirement for written authorization for certain employment.
2. Once secondary employment is approved, the member shall notify the Chief of Police, in writing, when the following conditions occur:
a. Scope or nature of duties of the secondary employment change.
b. Hours of the secondary employment change.

- c. Secondary employment is terminated by the member/employer.
- D. Secondary employment shall not interfere with an officer's obligation to be available for police duties in emergency situations.
 - 1.SCPD employees may be permitted secondary employment, providing the employment will not interfere with the efficient performance of their SCPD duties.
- E. Dependent upon the nature of employment, SCPD members will generally be prohibited from engaging in secondary employment while on probation, sick or medical leave, or limited duty status.
- F. SCPD members shall not wear or use police department uniforms or equipment in connection with any off-duty employment.
- G. When the wearing of the police uniform is authorized:
 - 1.Such uniforms shall be worn in accordance with SCPD directives and standards.
 - 2.Officers shall be responsible for any uniforms or equipment damaged in the course of the employment.
 - 3.Exceptions may be made, at the discretion of the Chief of Police, when damage to the uniform was inflicted while the officer was actually involved in making an arrest or enforcing the law.
- H. SCPD members engaged in off-duty employment shall be solely responsible for expenses incurred for the treatment and care of injuries or illnesses arising from the secondary employment.
- I. SCPD will not compensate members for court appearances resulting from off-duty employment other than those directly related to police duties and responsibilities.
- J. SCPD members shall not devote any portion of their SCPD on-duty time to their personal pursuit of any private business or enterprise.

10.6.22 Denial of Secondary Employment

- A. The Chief of Police may cancel approved secondary employment requests at any time for cause.
- B. Secondary employment will not be approved for any employee whose sick record indicates a lack of strength or stamina necessary to sustain both jobs.
- C. Request for secondary employment may be denied for any of the following reasons:
 - 1.Where the member's sick time record indicates that secondary employment may impair his ability to discharge his police obligations, or when the officer is currently off as result or injury or illness.
 - 2.When hours of secondary employment would conflict with the member's regular duty hours.
 - 3.Where it appears that the requirements of the secondary employment might physically or mentally exhaust the member to the point that their performance may be affected.
 - 4.Where the secondary employment obligations are such that they are:

- a. Considered a conflict of interest,
 - b. Bring the police department or the officer into disfavor or disrepute,
 - c. Involve the officer in a violation of any federal law, state statutes, or municipal ordinance,
 - d. Involve the officer in a violation of any rule, regulation, or written directives, policies or procedures of Smithfield City or of the SCPD,
 - e. In any situation where the Chief of Police feels that the proposed employment would not be in the best interest of the SCPD or might impair the operation or efficiency of the department or SCPD members.
- D. The following types of employment or employment situations will be denied:
1. Any employment involving bail bond agencies.
 2. The performance of tasks other than those of a police nature while in a police uniform.
 3. As a participant in any professional boxing or wrestling matches.
 4. As a bill collector, or in any other employment in which police authority might tend to be used for private purposes.
 5. Any employment that may require access to police information, files, records or services as a condition of employment.
 6. Any employment which assists (in any manner) the case preparation for the defense in any criminal action or proceeding if it conflicts with police duties.
 7. Employment relating to the sale of alcoholic beverages, except for work in a premise licensed to sell beer at retail for off-premise consumption.
 8. Employment at any event or in any establishment where illegal, immoral, pornographic or questionable activity is being conducted.
 9. Any employment that:
 - a. Causes or may cause an officer to compromise his/her position as a law enforcement officer.
 - b. May bring the member or department into disrepute or impair the operation or effectiveness of the member or the Department.
 - c. The SCPD member knows, or should know, might result in a conflict of interest.
 - d. Investigative work for insurance companies, collection agencies, private investigators, or attorneys.
 - e. Any employment which has any connection with towing vehicles for a company that operates within Smithfield City.
 - f. Renders an employee unavailable during an emergency period.

- g. Physically or mentally exhausts an employee to a point where their job performance may be affected.
- h. Requires any special consideration be given to the employee's schedule of regular duty hours.
- i. Compromises the integrity of the SCPD or the employee.

10.6.23 Financial Responsibility & Civil Liability While Performing Secondary Work

- A. Smithfield City will not accept financial responsibility or civil liability for SCPD employees who are employed by someone other than Smithfield City and where the employee is acting beyond the limits of or outside the scope of their police authority.

10.6.24 Secondary Work Injuries.....

- A. SCPD employees incurring an injury, which is not the result of an official police action, while engaged in secondary employment, will be responsible for reporting the injury directly to the Utah State Division of Labor or the insurer of the secondary employer.
 - 1.This report will not be processed through the SCPD.
 - 2.All such injuries will be considered by the SCPD as an injury not in the line of duty.
 - a. The employee's absence may be deducted from accumulated vacation, sick leave, or compensated time.
 - (1) Provisions of the Family Medical Leave may apply.
- B. If the injury is the result of an official police action, reporting will comply with Smithfield City Personnel rules and SCPD policies and procedures.

10.6.30 OFF-DUTY ENFORCEMENT ACTION

Whenever possible, off-duty officers observing incidents requiring police action should refer those incidents to an on-duty officer. Where the incident requires immediate enforcement action, the off-duty officer will respond with the appropriate action.

10.6.40 PRIVATE OR CONTRACT SECURITY SERVICES

This policy satisfies Utah State Codes Annotated 53-13-114 and 58-63-304 requirements.

10.6.41 SCPD Compliance with Utah Statutory Requirements

- A. An SCPD peace officer may only engage in off-duty employment as a security officer if the:
 - 1.SCPD employee provides to the Chief of Police the name of the security company and qualifying agent; security officer duties and responsibilities; scope of authority; licensure requirements; work hours and work schedule; and a written statement from the security company executive officer that the security company will accept full financial responsibility for the actions of the off-duty SCPD employee while that employee is acting as a security officer;
 - 2.Chief of Police, or his designee, provides written authorization for an off-duty peace officer to work as a security officer; and,
 - 3.The security company/employer of the off-duty officer provides to the Chief of Police a

written statement verifying that it complies with all state and federal income reporting and withholding requirements.