ORDINANCE 2016 - #2
AMENDING CHAPTER 66, OF THE TOWNSHIP CODE ENTITLED "POLICE DEPARTMENT"

BE IT HEREBY ORDAINED by the Township Committee of the Township of Riverside, County of Burlington, State of New Jersey, that the Township Code be and is hereby amended as follows:

SECTION I. AMENDED/ADDED SECTIONS

The following section (s) shall be amended:

§ 66-9. Compensation and hours of duty.

B. There shall be two (2) twelve-hour (12) tours of duty during each twenty-four-hour day. Starting and closing times shall be determined by the Police Committee. No police officer shall have less than 30 minutes nor more than 60 minutes for lunch. It shall be the responsibility of the shift supervisor or his representative to see that each police officer and employee shall comply with this ruling.

The following section(s) shall be added:

ARTICLE III: OUTSIDE EMPLOYMENT

A. *Definitions.*

"Employees" shall mean regular, permanent police officers, of the Township of Riverside that are being hired by a Private Employer to provide security, traffic control and on-site emergency aid.

"Private Employer" shall mean any entity, public, or private, other than the Township of Riverside, that is hiring an Employee, as defined herein, to provide security, traffic control, and on-site emergency aid, for the Private Employer's business, project, or function.

"Township" shall mean the Township of Riverside.

B. *Authorization.*

(1) Employees of the Township's Police Department, whether they be full-time or part-time, are expressly authorized to engage in security, traffic control, on-site emergency aid, respectively, as appropriate to their training and positions, during their off-duty hours for Private Employers, so long as arrangements therefor are made through the Township. The duties will not interfere with or detract from their primary employment with the Township, and any compensation paid to the Employee for such service is channeled through the Township.

(2) Employees performing such off-duty services are authorized to wear an appropriate Township uniform, in the case of Police, as directed by the Chief of Police, and in all other cases as directed by the Administrator or Department Head.

(3) The authorization provided for in this Ordinance shall apply only to off-duty services provided for Private Employers consistent with the Employee's responsibility and training for his Township employment.

(4) In granting this authorization, the Township assumes no responsibility or liability for the actions or non-actions of the off-duty Employees except as may be imposed by law. Notwithstanding this disclaimer, in the event that an Employee, while performing services contemplated under this Ordinance, is required to return to "on-duty" status (such as a police officer witnessing an illegal act or becoming involved in an arrest or other police function), then, and in that limited event, the Township shall be responsible for the actions of its Employees while in off-duty employment. Nevertheless, this indemnification provides, to the fullest extent permitted by law, that the duty of the Private Employer to defend and hold harmless shall remain in full force and effect such that should a situation arise during the course of the provision of services here under directly related to those services, the Private Employer shall defend the Township and its Employees, hold them harmless, and indemnify them from any claims arising from their actions.

(5) Pursuant to memoranda issued by the State of New Jersey Department of the Treasury, Division of Pensions, dated August 1989 and February 1990, it is the express intention of this Chapter that off-duty work authorized by this Chapter shall entitle police officers to coverage under the Police and Fireman's Retirement System where they are injured during off-duty or outside employment under the scope of this Chapter. Both the Township and the members of the Township's Police Department are familiar with these memoranda and, because they will be ultimately subject to departmental discipline and control, and because they are ultimately paid by the Township, they are considered in accordance with the February 1990 memorandum to be covered for injury or death that may occur while performing those duties.

(6) Notwithstanding any other provisions of this ordinance, the Chief of Police shall retain, absolutely, the right to refuse any extra-duty assignment if, in his sole discretion, such refusal is necessary for the proper and efficient operation of the department and protection of public safety.

C. *Contracts with Private Employers or Public Entities.*

Any Private Employer desiring to retain the services of Employees of the Township for extra-duty activities shall be required to enter into a contract with the Township. Except in cases of *bona fide* emergency, no assignment to extra duty may be made unless, prior to the assignment, the Private Employer or Public Entity has executed a contract for the services and has made the required deposit pursuant to the Uniform Agreement to Provide Services by Off-Duty Personnel, which form of Agreement is on file with the Township Department of Finance. The Agreement shall include, but not be limited to, the nature of the duties to be performed, the location where the duties are to be performed, the date and hours of service, the rate of payment of services to the Employees, administrative fees to the Township, and fees for Township owned equipment. Such agreement shall further provide that the minimum pay for any assignment shall be for four (4) hours at the Officer's applicable rate regardless of the amount of time actually worked;

The Agreement with the Private Employer shall provide for the deposit of monies in advance by the party for whom the services are to be performed. Should the contract be for a period exceeding one (1) month, the Private Employer shall be required to tender an estimated payment for the first month's services upon executing the agreement, and will be billed periodically, in advance, thereafter. Should the actual amount due turn out to be less than the amount deposited, the Chief Financial Officer of the Township shall, upon conclusion of the agreement, receipt of the final certified time slips, and receipt of a written request from the Private Employer, promptly return all unused funds. Should the amount of the deposit be insufficient, the Private Employer shall pay the deficiency immediately upon receipt of notice from the Chief Financial Officer. No extra duty assignment may commence without advance payment of the sums set forth above except in cases where the Township has negotiated an inter-local services agreement with another unit of government that assures compensation of the assigned officers in a manner consistent with the Attorney General's memoranda referred to above.

Any private employer who determines to cancel the services of the off-duty officer after having scheduled same shall provide at least eight (8) hours advance notice of such cancellation prior to the scheduled start time. If lesser notice is given, the private employer shall be obligated to pay for two (2) hours of time for the officer.

In the case of *bona fide* emergencies, where there is no opportunity to execute an Agreement in advance, the Private Employer shall be billed for the services with payment required to be made within thirty (30) days.

Should any payment due under this Chapter not be made when due, the Township may institute suit for collection of the same together with interest at the rate of twelve (12) percent per annum, costs of collection, and attorneys fees incurred in collecting the amount due. Moreover, no future Agreement may be entered into with any Private Employer unless and until all past due fees, costs, and expenses are satisfied.

Nothing in this section shall be construed as limiting the power of the Township to accept or reject any and all assignments with any Private Employer.

D. *Insurance.*

As a pre-condition to the use of Employees by a Private Employer, the Private Employer shall provide written assurance that the Employees are covered by Private Employer's workers compensation insurance and personal liability insurance, which assurance shall include a copy of the insurance policies as well as such other information as the Chief Financial Officer deems appropriate.

E. *Payment for Extra-Duty Assignments; Establishment of Fund.*

All Private Employers shall be required to make all payments for extra-duty assignments payable to the Township. All payments shall be forwarded to the office of the Chief Financial Officer of the Township. The Chief Financial Officer shall cause all funds for the payment of extra-duty employees collected from Private Employers, to be deposited into a special escrow account which is hereby established by this Chapter. The escrow fund shall be utilized for the payment to the Employees performing extra-duty services. Employees that perform extra-duty assignments will be compensated at the appropriate rate as established by the Collective Bargaining Agreement between the Township and the police union plus an amount calculated by the Township Administrator or Chief Financial Officers sufficient to cover the employer's expense for social security, pension, unemployment, disability, and similar direct expenses of the Township. This rate will be established by resolution and will be amended by resolution, as necessary. This provision shall not prevent a special rate from being negotiated with the agreement of the Employee with other public entities. Such special rates shall be established not less than annually by the Township Administrator in consultation with the Employees and applicable unions. All Employees shall be required to submit pay slips to the Chief Financial Officer, in a form approved by him. Upon receipt of a properly executed pay slip verified by the Private Employer, the Finance Department shall process the pay slips for disbursement during the Employees regular pay period.

F. *Administrative Costs.*

In addition to payments for services including necessary and applicable taxes, and employer contributions, the Private Employer shall pay to the Township an administrative fee of five (5) dollars per hour or 10% of the amount of the contract, whichever is greater, which shall be utilized to offset costs associated with the Township's administration of the private employment system.

G. *Use of Township Vehicles or Equipment.*

Employees engaged in off-duty activities, as authorized by this Ordinance, may be permitted to utilize a municipal vehicle or other equipment subject to the approval and consent of the Employee's Department Head. The Private Employer shall be required, in addition to any other payments, to pay for the use of such vehicle or equipment in advance of use. The rate for vehicle use shall be ten (10) dollars per hour, and shall be amended by

resolution, if needed on an annual basis. Rates for other equipment shall be established at the time of contracting.

H. *Departmental Oversight.*

The respective Department Heads of the Township shall be responsible for the overall conduct of the members of his or her department in following the rules and regulations promulgated herein, and shall insure that the terms, conditions, and provisions of this Chapter shall be fully and faithfully carried out. Additionally, the Department Head shall have authority to control Employees engaged in off-duty or outside employment pursuant to this Chapter, and shall further have the authority to discipline any and all Employees so engaged in outside employment by Private Employers, should cause for such charge arise or exist.

SECTION II. REPEALER, SEVERABILITY AND EFFECTIVE DATE

A. Repealer. All Ordinances and provisions thereof inconsistent with the provisions of the Ordinance shall be and are hereby repealed to the extent of such inconsistencies.

B. Severability. In the event that any clause, section, paragraph or sentence of this Ordinance is deemed to be invalid or unenforceable for any reason, then the Township Committee hereby declares its intent that the balance of the Ordinance not affected by said invalidity shall remain in full force and effect to the extent that it allows the Township to meet the goals of the Ordinance.

C. Effective. The Ordinance shall take effect upon proper passage in accordance with the law.

RIVERSIDE TOWNSHIP COMMITTEE