

RENO POLICE DEPARTMENT GENERAL ORDER

This directive is for internal use only and does not enlarge this department's, governmental entity's and/or any of this department's employees' civil or criminal liability in any way. It is not to be construed as the creation of a particular standard of safety or care in an evidentiary sense, with respect to any complaint, demand for settlement, or any other form of grievance or litigation. Violations of this directive, if substantiated, can only form the basis for intra-departmental administrative sanctions.

Chief of Police: Michael Poehlman /s/		
Legal Advisor: Karen Fraley /s/		
Approving Deputy Chief:		
General Order No: E-230-05	Issued: January 3, 2006	Supersedes: 4/750.000
	Reissued:	Revised:
General Order Title: OUTSIDE EMPLOYMENT AND OVERTIME		

POLICY

The Reno Police Department limits its employees' outside employment and paid overtime to maintain the high level of service it provides the community. No outside employment may exceed 16 hours per week or 24 hours per pay period. Only the Chief of Police or a designee may authorize an exception.

(Revised 12-01-05.)

DEFINITIONS

Outside Employment

Outside employment is defined as work, other than that assigned by the Department, undertaken by an employee for financial gain.

Paid Overtime

Overtime made available to an employee, which is not in violation of the employee's labor agreement, and which is controlled by the Department.

OUTSIDE EMPLOYMENT PROCEDURES

Application Process

An employee desiring outside employment will obtain an Outside Employment Permit application from the Police Department LAN system. The permit will be completed and submitted, through the employee's chain of command, for approval.

The Outside Employment Permit application consists of the following three forms:

- Outside Employment Permit application – describing the position/duties/hours of the desired outside employment;
- Voluntary Agreement for Secondary Employment- signed and dated by requesting employee; and
- Outside Employment Indemnity Agreement – to be completed by prospective employer and employee requesting approval for secondary employment.

The employee's divisional Deputy Chief will determine if the employment is of a prohibited type; will approve or not approve the request; and forward the request to the Chief of Police for final review. Unapproved requests will include a written explanation to the employee.

Form Disbursement

Approved or disapproved, all forms will be disbursed as follows:

- The original copy will be maintained by the office of the Chief of Police in the employee's department file;
- A copy will be placed in the employee's divisional file; and
- A copy will be given to the employee.

All requests will expire one year from the date of signature, at which time a new request must be submitted.

Outside Employment Restrictions

The following restrictions are imposed on outside employment, and the request may be denied if the outside employment is:

- At a location, or in an establishment or business that may tend to bring the Department into disrepute;
- In an establishment where gaming, or the sale of intoxicants, is the principal business;
- At a business which requires wearing the uniform of the Reno Police Department;
- At a business which requires the service of civil process, e.g., subpoenas, eviction notices, etc.;
- At a business involved in investigations, or comparable work, in which an employee may use his or her access to police information, records, files, correspondence, or Department facilities;
- At a time that may conflict with the employee's normal duty hours;
- For a business or establishment over which the Department has regulatory or administrative authority, e.g., bars, tow companies, etc.; or
- Such that the nature of the work reduces the efficiency and usefulness of the employee.

VOLUNTARY AGREEMENT FOR SECONDARY EMPLOYMENT

It is voluntarily agreed to and understood by the undersigned that as a pre-employment condition of secondary employment, employees of the City of Reno's Police Department will adhere to and be bound by the following pre-employment conditions and stipulations.

- Police Department employees agree their secondary employment will not create any conflict of interest with their primary employment as employees of the Reno Police Department, and,
- They will not invoke or otherwise utilize their standing as police officers or employees of the Police Department in any fashion outside the scope of their secondary employment. (Immediate, life threatening emergency circumstances are exempt but will be carefully reviewed by the Police Department and, if not in the Police Department's judgement, justified, may result in termination of authorization to work secondary employment), and,
- The standard of conduct required during secondary employment by Police Department employees will be that conduct expected of a regular citizen who is not an off-duty police officer, and,
- Police Department employees requesting and engaging in secondary employment outside the scope and authority of their official positions have no implied or expressed authority or protection from liability which may result from their acts or omissions as employees of a secondary employer, and,
- No Police Department employee has the authority to utilize the training techniques, education, information, or experience gained as a city employee in a manner that creates liability for the City of Reno while serving as an employee of a secondary employer.

I have read and understood the above:

signature

date

**RENO POLICE DEPARTMENT
OUTSIDE EMPLOYMENT PERMIT**

EMPLOYEE/BADGE _____
DATE _____ DIVISION _____

SECONDARY EMPLOYMENT INFORMATION

TITLE _____
WORK DAYS/HOURS _____ TOTAL PER WEEK _____
COMPANY NAME _____
ADDRESS _____ PHONE (BUS) _____

NAME OF EMPLOYER _____
ADDRESS _____ PHONE (RES) _____

DESCRIBE DUTIES _____

EMPLOYEE'S SIGNATURE _____

RPD CHAIN OF COMMAND NOTIFICATIONS/COMMENTS/RESTRICTIONS

IMMEDIATE SUPERVISOR'S SIGNATURE/DATE _____
IMMEDIATE SUPERVISOR'S COMMENTS/RESTRICTIONS _____

DIVISION COMMANDER'S SIGNATURE/DATE _____
COMMENTS/RESTRICTIONS _____

CHIEF OF POLICE SIGNATURE/DATE _____
APPROVED OR DENIED _____

COMMENTS _____

OUTSIDE EMPLOYMENT INDEMNITY AGREEMENT

AGREEMENT made this _____ day of _____, 200____, between _____ of _____, hereinafter referred to as Employer and the RENO POLICE DEPARTMENT and the CITY OF RENO, hereinafter referred to as Indemnitees.

RECITALS

1. Employer wishes to employ the services of _____, a employee of the Reno Police Department as an employee outside of the course and scope of (his or her) duties as a employee of the Reno Police Department.

2. That the parties wish to have such employment engaged in by the above-described employee with full protection to the Reno Police Department and the City of Reno relative to any of the risks, injuries, costs, claims or other related expenses or liabilities which may incur during the course and scope of such outside employment.

In mutual consideration of the conditions and covenants herein set forth the parties agree as follows:

1. The Reno Police Department agrees to approve of the outside employment of the above-described employee pursuant to the terms and conditions of the general order of the Reno Police Department related to such outside employment and overtime. It is the understanding of the parties that all outside employment shall be conducted and is approved conditioned upon full compliance with the outside employment and overtime general order of the Reno Police Department.

2. In consideration of the approval of the request for outside employment and permission to utilize the services of the above-described employee of the Reno Police Department, Employer agrees to indemnify, hold harmless and defend Indemnitees from any and all liability, loss or damage which may be suffered as a result of claims, demands, costs, workman's benefits or judgments of any nature arising against Indemnitees arising from the course and scope of the above-described employment.

3. Indemnity under this agreement shall commence on the execution hereof and should continue in full force until the date of full resolution of any and all claims arising out of the above-described employment. Indemnitees agree to notify Indemnitor in writing within ninety (90) days, by registered mail, at Indemnitor's address as stated in this agreement, of any claim made against Indemnitees on the obligations

indemnified against.

4. It is the intention of Indemnitor to assume fully all risks, claims, damages, losses, costs and expenses related to the performance of the outside employment agreement and to hold harmless Indemnitees, their officers, agents and employees from any and all liabilities or losses related to the performance of the above-described employment contract.

5. Indemnitor further agrees that it will comply with and will cause its agents, employees and representatives to fully comply with any and all applicable statutes or regulations related to the conduct of its business activities and the activities and services to be performed by the above-described employee.

6. Indemnitor waives all rights to make any claims or file suit against Indemnitees for, and relieves Indemnitees from all liability or responsibility of any kind arising from the course and scope of the above-described employment.

7. It is further understood and agreed by the parties that if any of the provisions hereof should contravene or be declared invalid under the laws of the state of Nevada where such contract is to be formed, such contravention or invalidity shall not invalidate this agreement, but each provision of this agreement shall be construed as if not containing the particular provision or provisions which may be held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

8. The parties further agree that this indemnity agreement shall be construed in accordance with the laws of the state of Nevada.

9. Should it become necessary for Indemnitees, or someone on Indemnitees' behalf to incur costs and expenses to retain the services of an attorney to enforce this agreement, or any portion thereof, Indemnitor agrees to pay Indemnitees all costs related to such efforts to include investigation costs, court costs and reasonable attorney's fees thereby expended, or for which liability is incurred.

DATED this _____ day of _____, 200

EMPLOYER

RENO POLICE DEPARTMENT

by _____

by
CITY OF RENO

by