

ORDINANCE O.2029-2018

**AN ORDINANCE AMENDING THE GENERAL ORDINANCES OF THE
TOWNSHIP OF EDISON, CHAPTER II, SECTION 2-31 RESERVED.**

BE IT ORDAINED by the Township Council of the Township of Edison, County of Middlesex, State of New Jersey, as follows:

SECTION I. There shall be a revised Section 2-31 of the Edison Township Code entitled "Police Extra Duty Employment."

SECTION II. The following shall be a new section entitled "Police Extra Duty Employment":

2-31 Police Extra Duty Employment

- A. The Chief of Police or his designee, at his discretion, may assign members of the Department not on regular duty and who may volunteer for police extra duty employment.
- B. While on extra duty employment, the members of the Department shall be subject to all provisions of Police rules, regulations and directives. For cause, the Chief of Police or his designee may revoke or suspend this privilege at his discretion.
- C. The Chief of Police may contract the services of a third party Management Company to manage extra duty employment through Council Resolution. At any time when a third party is not in contract with the Township to manage extra duty employment, the Chief of Police or his designee shall manage extra duty employment directly.
- D. Any activity, construction or event, by vendors that divert or interrupt motor vehicle or pedestrian traffic flow or may expose the public to the risk of injury on any roadway within Edison Township, primarily patrolled by the Edison Police Department, shall require the services of off-duty Edison Township police officer(s).
 - a. Flagmen will not be permitted unless they are NJ State or County employees certified in the practice of traffic direction.
 - b. Limited access highways or other roadways where the Edison Police Department does not have primary responsibility, such as HWY 287 or the NJ Turnpike, are excluded from this clause.
- E. The Chief of Police retains the right to hire any outside agency personnel to supplement Extra Duty Employment during any exigent circumstance or large-scale event.
- F. The Chief of Police or his designee may deny any extra duty employment which he deems unsafe, or that which may jeopardize the proper and efficient operations of the department.
- G. Procedure with Third Party Management Company: Extra Duty Clients contracting for extra duty employment shall contact the Management Company at least two weeks prior to the job/function, enter into contract with the Management Company, and abide by all stipulations set forth by said contract.
 - a. Extra Duty Clients enter into agreement with the third party Management Company. All scheduling or requests for officers to work extra duty are handled by the Management Company. Extra Duty Clients make requests directly with the Management Company via web portal access or live telephone support.
 - b. The Management Company directly invoices Extra Duty Clients (additional financing/late fees may apply).

- c. All aspects of the contract between Extra Duty Clients and the Management Company are governed by the Township contract award and resolution to include practices and expenses as defined in the included Fee Schedule.

H. Officers Assigned by Fair Rotation and Limited in Hours:

- a. All extra duty employment shall be assigned by the Management Company on a fair rotating basis utilizing a web portal and software to receive job bids from officers and assign work according to the defined algorithm.
 - i. The rotation list shall be ordered and sorted by four-digit police identification (ID) numbers; lowest to highest number. The rotation list shall be composed of all participating sworn members exclusive of rank.
- b. If any job is not filled after the rotation and assignment procedure due to lack of interest from officers, it will remain available in the web portal on a first-come first-assign basis.
- c. Neither the Township nor the Chief of Police have any obligation to provide Extra Duty Officers. While Extra Duty Clients may request off duty officers for jobs, the jobs might not be staffed if officers decline to work or bid on such jobs, or in the instance where the Chief of Police denies such work.
- d. Extra Duty Clients shall not be entitled to select individual officers nor limit the pool of officers who may bid on a job. Jobs are assigned by the Management Company based on a fair rotational algorithm.
- e. Fair Rotational Algorithm shall be based on a monetary point system, reset once each year on January 1st. For all jobs bid, the officer with the lowest total points for the calendar year shall be awarded the job. Where there is a tie in points, the officer with the lower ID number shall be awarded the detail.
 - i. The Chief of Police or his designee may designate certain critical details where the points generated from the detail do not accrue in the officers' annual monetary point tally.
 - 1. Example: Municipal Court will not count towards the annual monetary point tally, which should serve to encourage full staffing for this critical detail.
- f. No officer may work or be reimbursed for more than 40 hours extra duty during any Township payroll period (Thursdays – Wednesdays).

I. Fee Schedule:

- a. Security Work: The rate of pay for extra duty employment, excluding traffic services, shall be \$50 per hour.
- b. Traffic Services: The rate of pay for extra duty employment traffic services or "road jobs," is:
 - i. \$80 per hour from 6 am to 6 pm
 - ii. \$90 per hour from 6 pm to 6 am
- c. Additional Fees and Expenses:
 - i. Emergency Fee - \$5 Per Hour: All extra duty employment shall be scheduled more than two (2) hours prior to the start of the work. If the Extra Duty Client requests work less than two (2) hours before the start of said work, it shall be deemed "emergency" and a \$5 per hour fee shall be added onto the pay rate.

- ii. Township Fee - 10% Per Hour: A 10% administrative fee will be added to the pay rate, excluding the Vehicle Fee, billed by the Management Company and paid to the Township.
 - iii. Management Fee - 7.75% Per Hour: A 7.75% management fee will be added to the pay rate, excluding the Vehicle Fee, billed and retained by the Management Company for their services.
 - iv. Vehicle Fee - \$10 Per Hour: Any extra duty employment that requires the use of a Township police vehicle shall have a \$10 per hour fee added for the use of the vehicle for all billable hours, billed by the Management Company and paid to the Township.
- d. Special Law Enforcement Officer III:
- i. In accordance with State legislation and shared services agreement between the Council and Board of Education, Special Law Enforcement Officers III's ("SLEO III") may be employed by the Department and assigned to work in the Township schools.
 - 1. SLEO III are restricted to working in the schools as described by State legislation, and may not engage in Extra Duty employment, which is otherwise reserved for Edison Police Officers.
 - 2. Conversely, Edison Police Officers may work in the schools when there are not enough SLEO III to cover all shifts offered; and only upon the sole determination of the Board of Education to hire Police Officers, which shall be at the Security Rate of \$50 per hour.
 - ii. SLEO III shall earn \$32 per hour, or as otherwise set by the then current shared services agreement adopted by Council.
 - iii. Management Fee - 7.75% Per Hour: The scheduling function for SLEO III may be outsourced. At such time, a 7.75% management fee will be charged to the Board of Education and retained by the Management Company for their services.

J. Minimum Hours of Compensation:

- a. The minimum compensation will be for four (4) hours at the applicable rate, excluding Board of Education jobs.
 - i. Security Work: Shall be hour for hour past four (4) hours.
 - ii. Traffic Services: If the work is more than four (4), hours but less than eight (8) hours, the officer will be compensated for eight (8) hours as billable hours. After eight (8) hours, Traffic Services will hour for hour past eight (8).
 - iii. Hour for Hour: Shall be broken down into quarter hour segments with the billable hour rounded up to the next quarter hour.
- b. If Extra Duty Client must cancel said services, the Extra Duty Client shall be required to give notice at least four (4) hours prior to the start for traffic control and at least eight (8) hours for all other services. A four (4) hour minimum charge will be levied for failure to adhere to the above cancellation policy.
- c. If after an officer arrives at an assignment for extra duty work/police special services and all or part of that work is cancelled, the contracting party shall pay a minimum charge of four hours.

d. Board of Education Exception – The minimum compensation for Board of Education (BOE) jobs will be three (3) hours at the applicable rate.

i. For calculation purposes, if a BOE job exceeds three (3) hours, it will be rounded to four (4) hours. After four (4) hours, time will round to the next quarter hour.

K. Recording Hours Worked:

a. Officers will clock in with the Management Company as described by the Management Company (Application, Computer, Phone).

b. Clocking in shall begin when the officer arrives at the scene, or job site location, for all extra duty employment, or the specified start time, whichever is later.

i. Emergency Road Job Exception: Only for emergency Traffic Services, "road jobs," officer clock in time begins when they report to the Watch Commander to draw a vehicle. In these instances, the officer shall report directly to the emergency road job without delay.

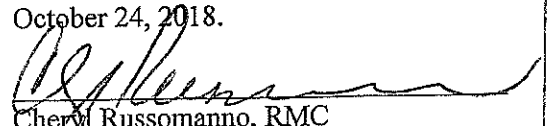
c. Officers, consistent with Police Department directives will also notify Edison Dispatch when they arrive and depart from the job, providing details of such job so that it can be entered into the police computer aided dispatch (CAD) system.

d. In the case where an Extra Duty Client provides a timesheet at the work site, the officer will forward the timesheet copy to the Management Company through the Records Bureau.

L. Officer Cancellations – Give Back: In any instance where an officer cancels an awarded job, the officer shall contact the Management Company and give the job back for reassignment by the Management Company.

This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

THIS IS TO CERTIFY that this is a true and compared copy of an Ordinance adopted by the Municipal Council of the Township of Edison at their Regular Meeting of October 24, 2018.


Cheryl Russomanno, RMC
Municipal Clerk