

SECONDARY EMPLOYMENT AGREEMENT

The City of Greensboro and the Greensboro Police Department (hereinafter referred to collectively as “the City”) recognizes that making police officers available to Secondary Employers (private employers), for security purposes provides an additional level of crime prevention, a reduction in calls for service, and relationship development with the community that is mutually beneficial to all participants. For this reason, Secondary Employment was established.

WITNESSETH:

WHEREAS, the City and the Secondary Employer recognize that making police officers available to private employers for security purposes provides an additional level of crime prevention, a reduction in calls for service, and relationship development that is mutually beneficial to all participants;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, by and between the parties hereto, it is mutually agreed as follows:

The City agrees to use its best efforts to facilitate Secondary Employer’s request for staffing. Secondary Employer acknowledges that the City is unable to guarantee staffing. However, the City represents to Secondary Employer that it is generally able to honor requests for staffing that are received at least three business days in advance.

This document outlines the responsibilities of the Secondary Employers and the expectations of the City and the Greensboro Police Department. Secondary Employers must agree to the conditions set forth in this agreement and any attachments thereto prior to hiring Greensboro Police Officers.

1. Prohibited Activities.

Secondary Employer agrees that it will not engage City’s police officers in any of the following activities:

- a. Secondary employment that would: reflect negatively or unfavorably upon the Greensboro Police Department or the officer; impair the operational efficiency of the Greensboro Police Department; or adversely affect the Greensboro Police Department;
- b. Secondary employment that presents a real, potential, or apparent conflict of interest between the officer’s duties as a Greensboro Police Department employee and their duties for the Secondary Employer;
- c. Secondary employment at topless bars, x-rated video or bookstores, adult entertainment establishments or any other establishments: that sell merchandise of a sexual or pornographic nature as the primary source of revenue; that otherwise provide entertainments or services of a sexual nature;

- d. Secondary employment requiring officers to serve: as a process server; bail bondsman; property re-possessor; bill collector; or any other employment in which police authority might tend to be used to collect money or merchandise for private or commercial purposes;
- e. Officers are prohibited from acting as private protective service providers as described in NCGS 74C-3. (includes but is not limited to: Private detective or private investigator, armored car profession, detection of deception examiner, security guard, electronic countermeasures profession, etc.)
- f. Secondary employment that would require the protection of management, employees, or property during a strike or labor dispute;
- g. Secondary employment that would require an officer to travel outside of the corporate limits of City unless previously approved by the Commanding Officer of the Resource Management Division
- h. Secondary employment that requires officers to enforce policies and procedures that are not violations of law;
- i. Secondary employment requiring officers to regulate entry into any facility or venue;
- j. Secondary employment requiring officers to check identification and/or entry tickets, operate metal detectors, or perform searches of people coming into a business or event;
- k. Secondary employment requiring officers to initiate or otherwise authorize the towing of any vehicle from private property unless that vehicle is perceived to be stolen;
- l. Secondary employment requiring officers to perform any tasks/duties during the officer's regular duty hours;
- m. Secondary employment requiring officers to perform any non-law enforcement related duties;
- n. Secondary employment requiring officers to serve alcoholic beverages; or
- o. Secondary employment requiring officers to conduct traffic direction so as to inhibit or alter the normal flow of traffic on a public street for the purpose of facilitating traffic flow into or out of private parking lots or driveways unless necessitated by unforeseen public safety needs or previously approved by the Commanding Officer of the Resource Management Division.

2. Compensation Paid for Police Services.

Secondary Employer agrees to the hourly rate structure set forth in **Schedule A** attached hereto. The City reserves the right to alter the hourly rate structure set forth in **Schedule A** at any time provided the Secondary Employer is provided with thirty (30) days notice of the new hourly rate structure.

The City's Secondary Employment Program is administered by a third party (Extra Duty Solutions). Secondary Employers will make all payments to Extra Duty Solutions. The rates set forth in **Schedule A** include officer compensation, city administration fee and

Extra Duty Solutions administration fee.

The Secondary Employer has the discretion to decide the hourly compensation rate for Police Officers from the “Tier” options set forth in **Schedule A**. The rate will apply to all Police Officers assigned to the job or event. As a general rule, 5 or more Police Officers will require a Police Supervisor and 3 or more Police Supervisors will require a Police Commander. Actual staffing requirements will be at the discretion of the Commanding Officer of the Resource Management Division.

The Secondary Employer agrees and acknowledges that City has the sole discretion to determine the necessary staffing levels. The Secondary Employer agrees that each officer assigned to the secondary employment will be paid the hourly rate chosen from **Schedule A** for a minimum of three hours. **Cancellation.**

- *By Secondary Employer*

The Secondary Employer may cancel the Secondary Employment assignment without incurring a cancellation fee provided that it gives notice to the Secondary Employment Coordinator at least twenty-four hours before the start of the assignment. If the Secondary Employer fails to give the required notice, it will be responsible for paying a cancellation fee of three hours of compensation to each of the assigned officers at the rates set out in paragraph 2 above and **Schedule A** attached hereto.

- *By City*

City may cancel the Secondary Employment assignment for any reason provided that it gives Secondary Employer twenty-four hours notice. Additionally, City may cancel the Secondary Employment assignment with less than twenty-four hours notice if City determines that manpower is insufficient to fulfill the assignment and/or the officer(s) scheduled to work the assignment are required for active duty. The parties acknowledge that City does not guarantee that officers will appear as scheduled. Furthermore, it is understood that City assumes no liability as a result of an officer’s failure to appear as scheduled.

Workers’ Compensation.

Normally, the City will not accept a workers’ compensation claim from an officer injured performing secondary employment. However, City may accept a workers’ compensation claim from an officer performing secondary employment if the officer was injured while performing a law enforcement duty (e.g., effecting the arrest of an offender who has committed a criminal act in their presence.) Denied workers’ compensation claims may be covered by the officer’s personal medical plan.

Indemnification.

Secondary Employer agrees to protect, defend, indemnify and hold harmless City and Extra Duty Solutions from any and all claims, liability, losses or causes of action which may arise from any actions or omissions of the police officer while acting solely in the capacity of the officer's employment relationship with the Secondary Employer.

Non-assignment.

Secondary Employer shall not assign this SECONDARY EMPLOYMENT AGREEMENT without the written consent of City.

Term.

This SECONDARY EMPLOYMENT AGREEMENT shall become effective the date set out below and shall remain in full force and effect unless renegotiated by the Secondary Employer and the City. The City reserves the right to alter the hourly rate structure set forth in **Schedule A** at any time provided the Secondary Employer is provided with thirty (30) days notice of the new hourly rate structure.

This SECONDARY EMPLOYMENT AGREEMENT is governed by the laws of the State of North Carolina. The parties agree that any litigation arising out of this SECONDARY EMPLOYMENT AGREEMENT shall only be conducted in the General Court of Justice of Guilford County, North Carolina.

Schedule A

Secondary Employer agrees to one of the following hourly rates which are effective starting January 1, 2023:

Tier 1 Officer Rate - \$41.30 / hour

Tier 2 Officer Rate - \$47.20 / hour

Tier 3 Officer Rate - \$53.10 / hour

Tier 4 Officer Rate - \$59.00 / hour

Police Supervisors and Police Commanders will be compensated as follows:

- Police Supervisors must be paid a minimum of \$5/hr more than Police Officers assigned to the same job or event except when Police Officers are paid at the Tier 4 rate.
- Police Commanders must be paid a minimum of \$5/hr more than Police Supervisors except when Police Supervisors are paid at the Tier 4 rate.

The City reserves the right to alter the hourly rate structure set forth herein at any time provided the Secondary Employer is provided with thirty (30) days notice of the new hourly rate structure.