

AN ORDINANCE TO AMEND THE CODE
OF THE BOROUGH OF RUMSON BY
AMENDING CHAPTER II, ADMINISTRATION

BE IT ORDAINED by the Mayor and Council of the Borough of Rumson, in the County of Monmouth and State of New Jersey, as follows:

SECTION 1. That Chapter II, Administration, Section 2-11, Police Department, Paragraph 2-11.17, Outside Employment, be amended as follows:

§ 2-11.17. Outside Employment.

(a) The hourly rate for pay for outside employment of police personnel shall be as follows:

(1) Any school related function except for football and basketball games are to be billed at a rate of thirty-five (\$35.00) dollars per hour. Football games are a flat rate of eighty-five (\$85.00) dollars per game and basketball games are a flat rate of sixty-five (\$65.00) dollars per game. No cancellation fee will be charged.

(2) Any traffic control services in town will be billed at a rate of forty-eight (\$48.00) dollars per hour. The minimum charge payable for such services shall be equal to a minimum of four (4) hours for each officer contracted for with the Borough. A cancellation fee equal to such minimum charge per officer shall be due and payable to the Borough where the request for such service is canceled less than one (1) hour in advance of the scheduled services.

(3) Any functions related to work for 36 Bellevue Avenue, will be billed at a rate of thirty (\$30.00) dollars per hour. A cancellation fee equal to the requested detail charge per officer shall be due and payable to the Borough where the request for such service is canceled less than twenty-four (24) hours in advance of the scheduled services.

(4) Any functions related to work for Stone Hill Farm, Colts Neck, NJ, will be billed at a rate of twenty-seven dollars and fifty cents (\$27.50) per hour. Any police officer scheduled to work one (1) of the six (6) Stone Hill Farm holidays shall receive double-time for every hour worked. A cancellation fee does not apply to any Stone Hill Farm work.

~~(4)~~ (5) Any other functions that are determined to be police-related and are to be billed through the Borough will be at a rate of forty (\$40.00) dollars per hour but will be subject to change at the direction of the P.B.A. No cancellation fee will be charged.

~~(5)~~ (6) The Association shall be required to notify the Chief Financial Officer of the Borough no later than November 1st of each calendar year of the applicable rates for that ensuing year.

~~(6)~~ (7) Upon receipt of notification from the Associations, the Mayor and Council shall then adopt a resolution on January 1st next establishing the rates for that calendar year's service.

- (b) The police officers shall receive time and one-half pay on the fourteen (14) Borough holidays as per the Rumson P.B.A. contract with the Borough, with the exception of Stone Hill Farm off-duty employment.
- (c) The Borough shall charge the contractor or third party five (\$5.00) dollars per hour above the rate set by the Association for the employee in order to cover all workers' compensation costs, and other expenses incurred by the Borough resulting from off-duty employment.
- (d) The Borough Chief Financial Officer will keep all time sheets provided by the police personnel.
- (e) Scheduling of off-duty employment, which is police-related, will be arranged by a member of the ~~Association~~ police department under the assignment of the Chief of Police. ~~and such~~ Such employment schedule shall be made up by him or her and submitted to the Chief of Police for his authorization. Police personnel will have the option to work these police-related jobs, and all employment of off-duty police officers will be voluntary except for an emergency.
- (f) The member of the ~~Association~~ Police Department in charge of ~~scheduling off-duty work will bill the contractor directly~~ shall submit all time sheets for all off-duty employment to the Chief of Police for the requested services, directing all payments be made to the Borough of Rumson. ~~The Association member will submit a copy of the same to the Chief Financial Officer and Chief of Police.~~ The Chief of Police will approve and submit a copy of the same to the Chief Financial Officer who will bill the contractor for the services. All payments shall be payable to the Borough of Rumson. Payment from the contractor must be received prior to the scheduled work.
- (g) All payments to police personnel will be made at the next regularly scheduled payroll.
- (h) Police personnel must wear approved class A or class B uniforms ~~or coveralls~~ or approved civilian attire if requested when performing this duty for contractors.

~~(i) Off duty police related work will be restricted to the confines of the Borough of Rumson, Rumson-Fair Haven Regional High School and all contiguous towns, or other work with the Police Chief's or OIC's approval.~~

~~(j)~~ (i) All off-duty police-related work is not to be considered regular police duty.

~~(k)~~ (j) This ordinance shall apply only to police personnel of the Borough of Rumson.

~~(l)~~ (k) Whenever an off-duty police officer is assigned to any police-related job, such as traffic control, security, crowd control, etc., he or she shall, for the purpose of his or her police pension, be entitled to all benefits that an on-duty police officer is normally entitled to.

~~(m)~~ (l) However, nothing herein contained shall prevent a member of the police department from engaging in any other type of outside employment or business providing that such activity does not conflict nor interfere with his or her primary employment as a police officer.

~~(n)~~ (m) A police officer is required to be present at the site for the protection of the public except when on an approved break and when the job mandates. This should be ~~up to the officer in charge of traffic safety~~ with approval of the Chief of Police or officer in charge or his or her designee.

SECTION 2. This ordinance shall take effect upon the passage and publication according to law.

Introduced: May 12, 2009.

Passed and Approved: May 26, 2009.

I hereby approve of the passing of this ordinance.

John E. Ekdahl
Mayor

Attest:

Thomas S. Rogers
Municipal Clerk/Administrator