

CHAPTER 23

OFF DUTY EMPLOYMENT/EXTRA-DUTY DETAILS

REVISED 08/07/09

I. PURPOSE

The purpose of this directive is to establish guideline, rules and regulations relating to Off-Duty Employment and Extra-Duty Details as performed by **Monroe County Sheriff's Office employees.**

Revised 08/07/09

II. DISCUSSION

It is recognized that employees desire to work off-duty employment for various reasons. This employment shall not interfere or conflict with the primary employment with the Sheriff's Office.

Individuals or organizations have the need for the services of Sheriff's Office personnel for a private event to which Office personnel cannot be assigned to on an on-duty basis. These are defined as Extra-Duty details. Such details allow services to be provided for events that may not otherwise receive such services, allowing officers to earn additional income and many times reduces or eliminates problems an event may cause tapping on-duty resources.

Extra-Duty details should be managed in a manner that is fair in their posting of availability and distribution among available personnel to participate.

III. DEFINITIONS

- A. Off-Duty Employment is employment that is outside of the Sheriff's Office and does not require the employee to perform any function associated with their Sheriff's Office duties or powers.
- B. Extra-duty details are details at the request of and paid for by other entities, i.e. special event security, Fantasy Fest Promenade, etc...

IV. POLICY AND PROCEDURE

- A. Off-duty employment
 - 1. Sheriff's personnel shall obtain prior approval from the Sheriff, via the Chain-of-Command, before engaging in other employment, occupation, profession, or commercial enterprise.
 - 2. **Approval will not be granted for off-duty employment which might;**
 - a. **Interfere with official duties**
 - b. **Employment involving the sale for on premise consumption of alcoholic beverages (FSS 561.25)**
 - c. **Employment involving bail bond agencies**
 - d. **Investigative work for insurance agencies, collection agencies, security agencies or attorneys.**
 - 3. Extra-duty Details - Scheduling
 - 1. Each Patrol Sector will designate one person to function as the Sector Special Detail Coordinator (SSDC). The SSDC is responsible for coordinating all details in their respective Sector.
 - a. All extra-duty details shall be scheduled through the Monroe County Sheriff's Office Sector Special Detail Coordinator (SSDC).

- b. Any person or public or private entity desiring the service of any member of the Monroe County Sheriff's Office functioning in the role of off-duty law enforcement will be advised to contact the SSDC of the Sector in which the extra-duty detail is to take place.
- c. The SSDC shall review request for contracts by outside organizations to ensure they meet the standards for hiring a Deputy and they do not fall into a prohibited type of employment. If after approval a detail changes and no longer meets the standard it shall be revoked.
- d. Prohibited Extra-duty Details are;
 - 1) Any business whose primary source of income is the sale of alcohol or adult entertainment.
 - 2) Employment involving bail bond agencies.
 - 3) Investigative work for attorneys, collection, and security agencies
 - 4) Or details where a potential conflict exist.
- e. Staffing Levels
 - 1) For every six (6) deputies assigned to a specific extra-duty detail, one (1) sergeant will be required.
 - 2) For every two (2) sergeants, one (1) lieutenant will be required.
 - 3) Each respective rank will be paid at their respective extra-duty detail rate.
- f. All Office directives apply during all extra-duty details, deputies behavior shall be governed accordingly.
- g. Unless otherwise authorized, the Deputy shall be in uniform and drive their assigned unit.
- h. Scheduled extra-duty details are deemed scheduled work hours. Failure to respond to an extra-duty detail when scheduled is considered absent without leave and subject to disciplinary action.
- i. Scheduled Deputies Responsibilities
 - 1) Find a replacement for any detail, which the deputy cannot attend.
 - 2) Notify Communications of the location of the detail when coming into service
- j. Substituting for An Other Agency On Details
 - 1) Deputies may substitute for law enforcement officers on details from another law enforcement agency.
 - 2) Deputies must ask his/her supervisor for permission to work as a substitute on other law enforcement agency details and all subsequent supervisor he may have while substituting on such details.
 - 3) Deputies are prohibited from substituting on or working any details that would be prohibited if contracted as a Sheriff's Office Extra-Duty detail.
 - 4) Deputies may be contacted directly by the other law enforcement officer he is substituting for and is not required to contact the SSDC.

- 5) Deputies substituting on such details are required to notify Communications of the details location when coming into service.
4. Hours of Work: The following shall apply to extra-duty details, off-duty and scheduled overtime.
 - a. A deputy shall not work more than eighteen (18) continuous hours within a 24-hour period. Each 24-hour period shall begin at midnight (2400 hours). These hours are cumulative. They include normal scheduled work hours, overtime, extra-duty details and off-duty (second job) hours.
 - b. Any deputy that has worked an eighteen-hour period as defined as above, shall have a minimum of an eight-hour rest period before returning to work.
 - c. Deputies shall not work more than six contiguous days.
 - d. This may be altered only with permission of the Sheriff or his designee.
5. Availability of Details Posting - Requesting
 - a. It is the policy of the Sheriff's Office to fairly and equally distribute all opportunities for extra-duty details among those eligible deputies who have expressed their interest in participating in the program.
 - b. Once an extra-duty detail has been established, it will be posted in the Sheriff's Office computer system by the respective SSDC. The SSDC is responsible for ensuring that each detail is staffed that the deputy(s) assigned are informed as to what is expected of them on the assignment.
 - c. Deputies interested in working a posted extra-duty detail are required to advise the SSDC of that wish via Sheriff's Office e-mail. Face-to-face requests, telephone calls, and request on paper or otherwise written or typed, are not considered appropriate forms of request. Unless the computer system is out of service at the time the deputy attempts to e-mail the request. A request made at such a time must be followed by an e-mail repeating the request at the earliest practical moment after the computer system is once more in service.
6. Attention to Orders – If a deputy working an extra-duty detail receives instructions from a Sheriff's Office member with the authority to direct him, he shall give Sheriff's Office instructions over his work at the extra-duty detail.
7. Eligibility for Extra-Duty Details
 - a. All law enforcement deputies who have completed the FTO program and are employed full or part-time by the Sheriff's Office are eligible to work single officer extra-duty details and shall be given preference for detail staffing.
 - 1) Deputies who have not completed the FTO program are only eligible to work multi-officer extra-duty details and under the direction of a Deputy who has completed the FTO program.
 - b. Reserve Deputies who have completed the FTO program are eligible to work single officer extra-duty details and shall only be scheduled after the detail cannot be filled by duties as noted above (15,a.) The Reserve Deputy may use a spare marked unit or borrow a marked unit to work details requiring a vehicle.
 - 1) Reserve deputies who have not completed the FTO program are only eligible to work multi-officer details and under the direction of a Deputy who has completed the FTO program.

- 2) Auxiliary deputies are only eligible to work multi-officer extra duty detail and under the direction of a Deputy who has completed the FTO program.
 - c. Correction Deputies who have completed the FTO program are eligible to work correction related extra-duty details.
 - d. Members on FMLA are not eligible to extra-duty details.
 - e. If, after review of a Deputies performance or as a result of an Internal Affairs investigation, the Deputy's Sector/Division Commander may decide to temporarily revoke the Deputy's eligibility for extra-duty details, written notice will be sent in a timely fashion to the SSDC.
 - f. Members will be accepted for any extra-duty assignment on a first-come-first served basis, with the exception that Deputies who have not worked any extra-duty details within the fifteen (15) days preceding the date of the extra-duty detail in question will be given preference over those who have.
 - g. Members assigned to the Sector in which the extra-duty will take place will be given preference for the detail over those members who are assigned to other Sectors.
 - h. Nothing in this policy is to prohibit the SSDC from approving details on an emergency basis to meet the needs of the Sheriff's Office and the community.
 - i. Each SSDC is responsible for assigning Deputies to details in his Sector in accordance with this directive.
8. Billing Contract
- a. Prior to the extra-duty detail the SSDC and the contracting entity will agree upon the method of billing and payment for that particular detail. Each deputy assigned to that detail will be advised of the agreement prior to the detail.
 - b. In certain instances, the SSDC may require pre-payment of a portion or all of the expected costs before a deputy(s) assigned to the detail. The SSDC will advise the Sector Commander of any such requirement prior to notifying the contracting entity.
9. Documentation of the Significant Aspects of each Deputy's Extra-Duty Employment.
- a. The SSDC is responsible to keep record of the date, time, location and Deputies assigned to each extra-duty detail.
 - 1) The SSDC will provide Sector supervisors a copy of this details record to be used to monitor the number of hours worked in a 24-hour period as noted in this policy.
 - b. If during the time of the extra-duty detail the Deputy(s) take law enforcement action, injury to the Deputy or others, complaints received the Deputy shall provide his supervisor a copy of the incident report and associated documentation.
 - c. The Sector Commander shall monitor court appearances (scheduled or actually attended) resulting from the extra-duty employment; and liability and indemnification concerns stemming from actions during extra-duty employment for evaluation of reoccurring details or detail of similar nature in the future.

10. Worker's Compensation

- a. A member injured while working an extra-duty detail is fully covered by Worker's Compensation, AS LONG AS the injury was sustained while the member was engaged in law enforcement function, such as effecting an arrest, pursuing a suspect, etc.
- b. All other injuries sustained on an extra-duty detail should be covered by the extra-duty contracting employer's Worker's Compensation insurance and any claims for such injuries are a matter between the member and the extra-duty contracting employer. The member may file a claim for treatment of the injury with Monroe County's group medical plan under terms and conditions set forth regarding off-duty injuries. It is the member's responsibility to confirm employers have the appropriate worker's compensation insurance.

11. Vehicle Insurance Coverage

- a. Any injury while driving a county vehicle will be covered AS LONG AS, at the time the injury was sustained, the member was performing a law enforcement function as discussed in 18, a, above.
 - b. The Sheriff's Office will forward to its current insurance provider for consideration all claims for injuries / damages sustained by the driver or passenger(s) of another vehicle(s) involved in a crash with a County vehicle being driven by an authorized member in his off-duty time.
 - c. Because of limitations of coverage, The Sheriff's Office encourages members who drive County vehicles to obtain private vehicle / operator insurance and coverage for disability; the Sheriff's Office will not; however, require proof that such coverage has been obtained prior to authorizing the member to work an extra-duty detail
12. The Monroe County Sheriff's Office has and retains the right to establish contract for law enforcement or security related services with other government entities. (i.e. Village of Islamorada, U.S. Marshal's Service, etc...), which will be subject to the terms, rates and conditions agreed upon by both parties, and not subject to the provision of this policy.
13. Non-Profit / Not-For-Profit / public-service-oriented organizations requesting law enforcement or security related services free of charge must contact the Commander of the Sector in which the detail is to take place for his approval. If the detail is approved, the Sector Commander will assign members to work the detail while on their regular shift, and no fee will be charged to the requesting organization.
14. A list of public-service details can be obtained from the Commander of each Sector/Division where such services are to be provided.

Revised 07-21-2009

- 15. Details out of Monroe County - The following rule shall apply for details performed outside of Monroe County, if the detail is not arranged through mutual aid agreements: If a Sheriff's Office vehicle is used for the detail, the deputy using the vehicle is responsible for the purchase of fuel for his/her assigned unit necessary for the detail. An example of such a detail would be the NASCAR races at the Miami-Dade Homestead Motor Sports Complex. The deputy shall, upon completion of the detail, turn in copies of receipts for any gas purchased and a record of miles driven to the detail coordinator, who shall in turn submit them to Fleet for record keeping purposes. Mileage may be calculated after leaving the county.**

(Effective 3-28-2007)