


MONROE COUNTY SHERIFF'S OFFICE

General Order

CHAPTER: 009		TITLE: Conditions and Benefits of Work	
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REFERENCE: CALEA 22.2.2; 22.2.8 FCAC 3.05		RESCINDS:	
 Sheriff of Monroe County			

- I. **PURPOSE:** The purpose of this General Order is to establish guidelines for job benefits and the conditions of work.
- II. **DISCUSSION:** This directive applies to all Sheriff's Office personnel. The benefits provided to members are described in terms of the benefits provided, the conditions under which they are provided, and the extent of the benefits. All or a part of this policy may be superseded by a collective bargaining agreement entered into between the Sheriff and a recognized collective bargaining unit.

III. **DEFINITIONS:**

SHERIFF: The Sheriff or the Sheriff's designee, unless specifically stated otherwise.

IV. **POLICY AND PROCEDURE:**

A. **NOTIFICATION OF CORRECT ADDRESS AND CONTACT NUMBER**

All Sheriff's personnel shall keep the Sheriff's Office informed of their correct residential address in accordance with established procedures. Sworn Sheriff's personnel are required to have telephone service and shall keep the Sheriff's Office informed of their correct, current telephone number in accordance with procedures for reporting change of address or status. Members, at a minimum, will notify the Human Resources Department of any and all changes to their address and contact numbers.

B. **PHOTO IDENTIFICATION CARDS**

1. Civilian Members will be provided a photo identification clip on card. ID cards will display "non-sworn" status and will incorporate features to make copying difficult.
2. Certified Members will be provided a clip-on and wallet photo identification card. Identification cards will note if the member is or is not authorized to carry a firearm and will incorporate features making copying difficult.
 - a. On and off duty: For certified members authorized to carry firearms, ID will display "Sworn – Firearms Authorized".
 - b. On duty only: For certified members authorized to carry firearms but restricted to carrying weapons only while on specific assignments, ID will display "Sworn – Firearms Authorized On-Duty Only".

- c. Not Firearms Authorized (on or off duty) ID will display "Sworn – Not Firearms Authorized".
 - d. Members must maintain firearms proficiency as defined by MCSO regulating policy. Failure to do so will forfeit this privilege. The member is additionally required to notify Human Resources Division in writing within 5 business days of change of status on ID card to "Not Firearms Authorized" after firearms qualification is expired or revoked.
3. Display of photo identification cards will be for official use only.
 4. Sheriff's personnel, while on-duty or in uniform or when otherwise recognized as a member of the Sheriff's Office, shall show their issued photo identification card, give their name, rank or position, in a respectful and courteous manner to any person requesting such identification as soon as reasonably possible (unless engaged in covert duties). In addition, when members answer department telephone calls they will also give their name, rank or position, and department name in the same courteous manner.
 5. Sheriff's personnel shall maintain the security of official Sheriff's Office identification, and shall not lend their identification card or badge to another person, or permit them to be photographed or reproduced without the approval of the Sheriff. Sheriff's personnel shall not unnecessarily display their identification while consuming alcoholic beverages or in liquor establishments.

C. LEAVE OF ABSENCE/TIME ABRIDGEMENT

1. Leave of Absences will not be granted where the member leaves the agency employment expecting to return to full duty at a future date with preference given over a new applicant.
2. Annual Leave, sick leave and time-in-grade will not be granted to former members upon return to active employment with the agency

D. TIME SHEETS/RECORD KEEPING

1. Each member is responsible for keeping an accurate record of the hours they work and leave taken in the form of the Office's time sheet.
2. The member's supervisor and commander are responsible to review their time sheet.
3. Instructions for filling out a time sheet are provided by the supervisor.
4. Falsification of any attendance or leave record(s) shall be cause for withdrawal of a member's appointment and possible prosecution
5. In order for this system to be successful, it is important that any questions that arise be directed to the member's immediate supervisor who, if unable to answer the question(s), will then contact the payroll clerk in Finance.

E. COMPENSATION

1. Salary Plan – Bargaining Unit: The ratified Collective Bargaining Agreement dictates the salary plan for Unit members; a copy of which can be obtained from any Unit representative or in Outlook.
2. Salary Plan – Non-bargaining Unit
 - a. Salary differentials between ranks are listed annually.

- b. Salary differentials within the grades are listed annually
 - c. The Sheriff will determine any increased percentage for COLA and merit increase based on the allocation of funds by the County Commission annually.
 - d. Merit increases within ranks are not automatic, but are based upon performance evaluations.
 - e. The Sheriff may authorize a starting salary above the minimum when a prospective appointee possesses qualifications (experience) in excess of the minimum qualifications or in cases where intense recruitment has failed to attract qualified applicants willing to accept minimum salary.
 - 1) The unit commander of the new-hire must submit a formal request for experience pay. The items to be considered and addressed are:
 - a) Prior experience in a like or similar job
 - b) Performance of like or similar job duties
 - c) Training in the relevant area of use to the Office in the perspective assignment
 - 2) The request will be sent to the Sheriff via Chain-of Command
 - 3) No Conditional Offer of Employment will be given, including experience pay, until if and when the Sheriff has approved it.
 - 4) The written request will become part of the member's file for future documentation in the event of question as to experience pay.
 - f. Personnel in designated assignments shall receive (5) percent in addition to their normal compensation. Inspectors assigned to complex investigations, acting supervisor (while performing the duties), and Internal Affairs will receive assignment pay. All other members who are entitled to assignment pay are covered by the collective bargaining agreement. Eligibility for assignment pay is outlined in the appropriate agreement.
3. Overtime: Under FLSA, an employer is required to pay an overtime premium for hours worked past an established threshold.
- a. Those hours and time periods are:

1) Certified Officers	171 hours	28 days
2) Non-Sworn	40 hours	7 days
 - b. Comp Time – Members may enter into an agreement with the Sheriff to bank “Comp Time” in lieu of over time, up to an agreed upon limit. Overtime hours earned by individuals who are employees of the comp bank will be rolled into their comp balance. Once the comp balance maximum has been reached, the hours will be paid at the appropriate rate. (See Compensatory Leave below for a detailed explanation.)
 - c. Leave and Overtime Provisions: Overtime hours worked will be paid at the regular rate for each hour of annual leave and sick leave taken during the pay period. The regular rate will be continued to be paid until the hours worked equals the member's normal bi-weekly hours.
- Example: During the first forty (40) hour work period, a Records Assistant called in sick one day (eight (8) hours) and his/her supervisor called that same Assistant in to work eight (8) hours on the Assistant's regularly scheduled day off. During the second forty, (40), hour work period, this Assistant worked his/her regular schedule. On payday that Assistant's

paycheck will reflect the regular biweekly salary plus eight (8) hours as straight time and eight (8) hours will be deducted from his/her accrued sick leave.

d. Standing/Pre-Approved Overtime

- 1) The following are the only instances where overtime will be paid at time and a half regardless of leave taken:
 - a) Trap Details
 - b) Airport – supplement services
 - c) Dispatch – only the first 8 hours which is due to the 12-hour shift schedule.
 - d) Court Appearances (for off-duty hours only)
 - e) Overtime Slip – approved by the Undersheriff
- 2) Exempt members may only work Trap and Airport details when no qualified non-exempt individuals have signed up within 48 hours of the beginning of the shift. The rate of pay shall be based on the overtime-hourly rate for top step of law enforcement sergeant in the pay plan.
- 3) Specific Documentation in etime.
 - a) All pre-approved overtime will be documented and approved in etime and forwarded to the Finance Division. An overtime approval form will be sent to the Finance Division.
 - b) Overtime for court and deposition appearance will be documented and approved in etime and forwarded to the Finance Division. The subpoena will be sent to the Finance Division.

4. Acting Supervisor Compensation

a. Regular Members

- 1) If a member is designated as acting supervisor ("A/S") in the absence of a supervisor or as a field training officer ("FTO"), this status must be authorized by that member's supervisor.
- 2) Hours worked as A/S or FTO must be recorded on the member's time sheet and approved by the property authority.
- 3) An A/S or FTO will be paid an additional amount equal to five (5) percent of his/her hourly rate while serving in A/S or FTO capacity.

b. Exempt Members

- 1) Members in designated Exempt status positions are eligible for A/S pay when they perform the functions of their supervisor or equivalent position for more than 30 days.
- 2) Members in designated Exempt status positions are not eligible for FTO assignment pay.
- 3) Pay will begin with the 31st day and be retroactive to the date of the additional duties being assigned.

F. LONGEVITY PROGRAM

1. A longevity award will be paid to members based on the following schedule:
 - a. 1% of their annual base salary for 15-19 years of service.
 - b. 3% of their annual base salary for 20+ years of service.
2. The longevity award will be paid in the second payroll of September to coincide with the end of the fiscal year.
3. Members must be employed when the award is paid. No prorated benefits will be paid to members who leave the employment of the Sheriff's Office prior to the awards payment.

G. EDUCATIONAL INCENTIVES: Salary incentives are paid for college degrees and Florida Department of Law Enforcement approved salary incentive career development courses full-time certified members as defined in FSS 943.22. This benefit is also outlined in the Employee Handbook available from Human Resources.

H. RETIREMENT PROVISIONS: All paid Sheriff's Office members participate in the Florida Retirement System. For a full explanation of benefits refer to the Florida Retirement System Handbook for the appropriate retirement class available from Human Resources or at the FRS web site: <https://myfrs.com/>

I. HEALTH INSURANCE: Health insurance is available to all members of the Office through the Monroe County government. Actual benefits and costs to the member may change each year as the Board of County Commissioners negotiates new group health plans. Current benefits and costs may be obtained from the Human Resources Division. Full dependent coverage is also available.

J. DEATH BENEFITS – LAW ENFORCEMENT OFFICERS: The Risk Manager will compile a synopsis of death benefits available to members, which a copy will be provided upon request or to assist survivors in a line of duty death. This synopsis is to include at a minimum Federal, state, county and group benefits.

K. HOLIDAYS:

1. The Sheriff's Office recognizes the following holidays:
 - a. New Years
 - b. Martin Luther King, Jr. Day
 - c. President's Day
 - d. Good Friday
 - e. Memorial Day
 - f. Independence Day (4th of July)
 - g. Labor Day
 - h. Columbus Day
 - i. Veteran's Day
 - j. Thanksgiving
 - k. Day after Thanksgiving
 - l. Christmas Day
2. Members who are in shift work/designated positions shall be compensated for the following holidays to be paid annually with the second payroll in September:
 - a. New Years
 - b. Good Friday
 - c. Memorial Day
 - d. Independence Day
 - e. Thanksgiving

- f. Day after Thanksgiving
 - g. Christmas Day
3. The remaining holidays shall be credited to the members vacation balance as the holiday occurs. The number of hours credited will be based on the number of hours in the members regular shift.
 4. All other members shall receive compensation for the holidays as they occur.
 5. Due to unusual operational needs the Sheriff may, at his discretion, approve a variation in the holiday schedule for members; the number of holidays approved, however, shall not exceed the number of holidays authorized by this directive.
 6. When a designated holiday falls on a Saturday, the preceding Friday will be observed as the holiday. When a designated holiday falls on a Sunday, the following Monday will be observed as the holiday.
 7. Should the holiday occur during personal leave, the member will not be charged with leave for that day.
 8. School crossing guards shall be granted holidays as outlined by the Monroe County School Board. Other than summer break, those days in which school is not in session are deemed as paid holidays (these days are recorded for pay purposes under Holiday/Birthday). As a result of this, school crossing guards do not accrue annual leave and do not receive Sheriff's office scheduled holidays.

L. WELLNESS AWARD

1. The Wellness Award is intended to reward members for superior attendance and as an incentive to increase the effectiveness of the Agency.
2. Eligibility
 - a. In order to receive the award, the members must not have used any sick leave during the fiscal year. Contributions to the Sick Leave Pool are not considered as use of sick leave under this policy.
 - b. The member must have been employed for the entire fiscal year.
 - c. Members on administrative leave, family medical leave, leave without pay, or in an academy do not qualify for the award
 - d. Members who are out of work due to an injury that is covered by worker's compensation are eligible for the award. Injury claims can be investigated by the worker's compensation insurance carrier for up to 120 days from the date of the notice of injury. Members whose claim are being investigated are notified in writing that the investigation is taking place. Until this investigation is completed and the claim has been authorized, wellness awards will not be paid.
 - e. Members who transfer from one eligible position to another eligible position during the year will receive the award amount for the position held on the last day of the fiscal year.
 - f. Effective Period: To simplify absences, the beginning date for the fiscal year is adjusted to match the beginning pay period in October and end with the last pay period in September.

g. Positions: Based on an assessment of the positions critical and essential need to the Agency, the Sheriff may designate varying amounts per position. Those amounts by position are:

1) \$1,000/\$500 Level (\$500 for those who miss no more than 1 day):

Road Patrol Deputy/Sergeant	Detention Deputy/Sergeant
Communications Officers and Call Takers	Aviation Pilot and Mechanic
Airport Deputy/Sergeant	Airport Security Technician

2) \$500 Level: Law Enforcement sworn non-exempt members not mentioned above, to include:

School Resource officers	Detectives
IA Investigators	Staff Inspectors
Civil Deputies	Court Security Personnel
Community Relations Deputies	Law Enforcement Deputies not filling a post, etc.

3) \$100 Level: All administrative personnel and all FSLA exempt members

4) \$50 Level: School Crossing Guards.

5) Award Presentation: The award will be paid, at the latest, in September.

M. LEAVE

1. Annual Leave

a. Accrual Rates: Annual leave is accrued according to the number of years in service and class of the member. This rate is broken down into twenty-six (26) equal amounts, which accumulate through each of the twenty-six (26) pay periods in the year.

8 Hour Shifts	
2080 hours worked annually	
1 st Year	3.07
2 nd Year	3.39
3 rd Year	3.69
4 th Year	4.00
5 th Year	4.62
6 th Year	4.93
7 th Year	5.23
8 th Year	5.53
9 th Year	5.85
10 th Year	6.15

8.5 Hour Shifts	
2210 hours worked annually	
1 st Year	3.27
2 nd Year	3.60
3 rd Year	3.92
4 th Year	4.25
5 th Year	4.90
6 th Year	5.23
7 th Year	5.56
8 th Year	5.88
9 th Year	6.21
10 th Year	6.54

12 Hour Shifts			
2184 hours worked annually			
	2004	2005	2006
1 st Year	4.15	3.69	3.23
2 nd Year	4.57	4.60	3.55
3 rd Year	4.99	4.43	3.88
4 th Year	5.40	4.80	4.20
5 th Year	6.23	5.54	4.85
6 th Year	6.64	5.91	5.17
7 th Year	7.06	6.28	5.49
8 th Year	7.48	6.65	5.81
9 th Year	7.89	7.02	6.14
10 th Year	8.31	7.39	6.46

12.25 Hours Shifts			
2229.5 hours worked annually			
	2004	2005	2006
1 st Year	4.24	3.77	3.30
2 nd Year	4.67	4.41	3.63
3 rd Year	5.09	4.52	3.96
4 th Year	5.51	4.90	4.28
5 th Year	6.36	5.65	4.95
6 th Year	6.78	6.03	5.28
7 th Year	7.21	6.41	5.61
8 th Year	7.63	6.78	5.93
9 th Year	8.06	7.16	6.27
10 th Year	8.48	7.54	6.59

10 Hour Shifts			
2080 hours worked annually			
	2004	2005	2006
1 st Year	3.59	3.33	3.07
2 nd Year	3.95	3.67	3.39
3 rd Year	4.31	4.00	3.69
4 th Year	4.66	4.33	4.00
5 th Year	5.38	5.00	4.62
6 th Year	5.75	5.34	4.93
7 th Year	6.10	5.67	5.23
8 th Year	6.46	6.00	5.53
9 th Year	6.82	6.33	5.85
10 th Year	7.18	6.67	6.15

10.5 Hour Shifts			
2184 hours worked annually			
	2004	2005	2006
1 st Year	3.76	3.47	3.23
2 nd Year	4.13	3.82	3.55
3 rd Year	4.51	4.17	3.88
4 th Year	4.88	4.52	4.20
5 th Year	5.64	5.21	4.85
6 th Year	6.01	5.56	5.17
7 th Year	6.38	5.90	5.49
8 th Year	6.76	6.25	5.81
9 th Year	7.14	6.60	6.14
10 th Year	7.52	6.95	6.46

Exempt Staff	
No Progression	7.69

Part Time	
Vacation	0.0384
Sick	0.0462

b. Requesting and Granting of Leave

- 1) Members desiring to use normal annual leave are required to submit a request to their supervisor at least thirty (30) days in advance of any effective date, or at the discretion of the Division Commander. In the event there is a duplication of annual leave requests that were submitted simultaneously, seniority in rank shall be the determining factor. All other duplications of requests shall be determined by date of application and seniority shall not apply
- 2) Annual leave will be used only with supervisory approval, except in the case of an emergency in which there is insufficient time for a member to obtain supervisory approval before the beginning of the leave. In the case of an emergency the member shall make every effort to contact their immediate supervisor. If the supervisor cannot be contacted he may notify another supervisor within his command of the emergency need for leave. That supervisor is responsible to inform the member's supervisor of the situation. When prior approval cannot be obtained by a member because of an emergency, the member's immediate supervisor may request the following:
 - a) The member may be granted leave, provided the member has sufficient accrued credits to cover the absence, or
 - b) The member may be placed on leave without pay for the duration of the absence.
 - c) Should the member fail to report to work without cause, for an absence of three (3) consecutive workdays, that member will be considered to have abandoned his/her position and to have resigned from the Sheriff's Office.

c. Unauthorized Leave

- 1) Should a member's request for leave be disapproved, and the member disregards this disapproval and takes unauthorized leave without notice, his/her supervisor will place the member on leave without pay.
- 2) After an unauthorized leave reaches three (3) consecutive workdays, the member will be considered to have abandoned his/her position and to have resigned from the Sheriff's Office.
- 3) If such a member returns to work prior to the end of the third consecutive workday, he/she shall be subject to disciplinary action.

d. Other Provisions

- 1) Upon reasonable notice and just cause, the Sheriff or his designee may require any member to use his/her accrued annual leave for vacation purposes.
- 2) Supervisors will ensure that leave schedules are developed in a manner, which precludes heavy concentration of scheduled leave for vacation purposes.
- 3) A member may use any or all of the accrued leave time that is reflected in his/her accrued account. At no time may a member go into a negative balance unless specific approval is given by the Sheriff.

e. Donation of Annual Leave: MCSO Vacation donation request form is located in Outlook under Forms. A member may donate all or any part of his/her accrued annual leave or compensatory leave to any other member, under the following guidelines:

- 1) A member receiving such a donation must have exhausted all of his/her accrued leave time, and must receive approval from the Bureau Chief prior to taking the donated leave. This will be accomplished on the Vacation Donation Request Form located in Outlook under Finance.
- 2) A member who wishes to donate annual leave time to another member must advise the Payroll Officer in the Finance Division via e-mail or in writing, including his/her name, the name of the intended recipient, and the number of hours he/she wishes to donate.
- 3) The Payroll Officer will compare the donating member's hourly rate of pay with that of the recipient, and will prorate the value of the donated time to match the recipient's rate of pay; that prorated time will be applied to the recipient's account.
 - a) Example 1: A member whose hourly rate of pay is \$10 donates eight (8) hours to a member whose hourly rate of pay is \$5.

Time Donated	Eight (8) Hours
<u>x Donor's Hourly Pay</u>	<u>x \$10</u>
Value of Time Donated	=\$80
<u>÷ Recipient's Hourly Pay</u>	<u>÷ \$ 5</u>
Hours Applied to Recipient's Account	= 16 hours

- b) Example 2: A member whose hourly rate of pay is \$6 donates four (4) hours to a member whose hourly rate of pay is \$8.

Time Donated	Four (4) Hours
<u>X Donor's Hourly Pay</u>	<u>x \$ 6</u>
Value of Time Donated	= \$24
<u>÷ Recipient's Hourly Pay</u>	<u>÷ \$ 8</u>
Hours Applied to Recipient's Account	= 3 hours

- f. Unused Banked Annual Leave: Members are allowed to accrue annual leave to be used at a future date. On an annual basis, all hours in a member's annual leave account which are in excess of the amount allowed will be moved into his/her sick leave account. This rollover determination will be based on the annual leave report for the last pay period ending in September. The allowed amounts are outlined below:
 - 1) Non-bargaining members – 320 hours.
 - 2) Corrections Bargaining members – The allowed amount is outlined in their current contract.
 - 3) Law Enforcement Bargaining members – The allowed amount is outlined in the current contract.
- g. Payment of Earned Annual Leave
 - 1) A member with at least six (6) months or more of satisfactory continuous and creditable service, who separates from the Office in good standing, shall be paid for all unused annual leave as of the date of separation. Such compensation may be made at the member's current hourly rate of pay.

- 2) In the case of the death of a member, payment for unused annual leave at the time of death shall be made to the member's beneficiary or estate or as provided by law. Such payments shall be made at the hourly rate of pay at the time of death.
- 3) In no case shall a member receive payment for accrued annual leave in excess of an amount equal to his current earned annual leave.

2. Sick Leave

a. Sick Leave Accrual Rates are as follows:

8	Hour Shift	3.69
8.5	Hour Shift	3.92
10	Hour Shift	4.61
10.5	Hour Shift	4.85
12	Hour Shift	4.85
12.25	Hour Shift	5.65

- 1) Part-time members shall earn sick leave credits proportionate to the time worked, as compared to the established full-time rate of one regular workday per month.
- 2) Members who work less than a full pay period shall earn proportionate sick leave credits for the hours worked during that pay period.
- 3) During approved leaves of absence with pay, a member shall continue to earn sick leave credits.
- 4) Sick leave earned during any period shall be credited to the member on the last day of the period or, in the case of separation from the Office, on the last day the member is on the payroll.
- 5) There shall be no limit on the number of hours of unused sick leave a member may accrue.
- 6) Any member who goes into the negative on accrued sick leave shall be on leave without pay.

b. Use of Sick Leave

- 1) Use of sick leave shall not be authorized prior to the time it is earned and credited to the member, and shall be used only with the approval of the Sheriff or Sheriff's designee.
- 2) Sick leave may be authorized only for the following purposes.
 - a) Illness, exposure to a contagious disease which would endanger others, or injury to the member or their immediate family. Illness shall include disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from.
 - b) Appointments with a doctor, dentist, or other recognized practitioner when it is not possible to arrange such appointments for off-duty hours for the member or their immediate family.
- 3) Notification of absence due to sick leave use shall be given to the member's supervisor or the on duty supervisor at least three hours prior to start of duty shift.

- 4) Upon request, a member shall be allowed to use accrued sick leave credits as provided in this section.
 - a) Prior to authorizing a member to use sick leave credits, the Sheriff or Sheriff's designee may require the member to certify that the absence was for reasons which are justified.
 - b) After three (3) workdays of absence in any month, the Sheriff or Sheriff's designee may require member may be required to submit a medical certification of the member's illness before authorizing any additional use of sick leave credits by the member.
 - c) If a medical certification furnished by a member is not acceptable to the Sheriff, the Sheriff may require the member to submit to a medical examination paid for by the Office.
 - d) If a member's health is evaluated as unfit for work, only the Sheriff may allow the member to use accrued sick leave credits until such leave has been exhausted or until the member is able to return to work, whichever occurs first. If such a member is unable to return to work after all sick leave has been exhausted, the member may be allowed to use any accrued compensatory and/or annual leave credits before being placed on leave without pay.
 - e) Any member who refuses to comply with these rules shall not be eligible to use accrued sick leave or other leave credits.
 - 5) A member who becomes ill while on approved annual leave shall be allowed to use accrued sick leave to cover the period of illness; a member who is on any other type of leave, however, with or without pay, shall not be allowed to use sick leave credits while on that leave.
 - 6) Any amount of sick leave credits used that is under a quarter-hour will be rounded to the nearest quarter-hour.
- c. Forfeiture and Compensation of Unused Sick Leave.
- 1) A member who terminates with less than five (5) years continuous service shall not be paid for any unused sick leave credits.
 - 2) Members with varying years of continuous service shall, upon separation, from the Monroe County Sheriff's Office in good standing, death or retirement, receive incentive sick leave pay as follows:
 - a) 5 to 9 years of service- $\frac{1}{4}$, of up to 240 hours of accrued sick leave.
 - b) 10 to 15 years of service- $\frac{1}{2}$, up to 720 hours of accrued sick leave.
 - c) 15 years or more- $\frac{1}{2}$, up to 960 hours of accrued sick leave.
 - 3) The payments made as terminal pay for unused sick leave, whether paid as salary or otherwise, shall not be used in the calculation of average final compensation for retirement.
 - 4) Members who leave the Monroe County Sheriff's Office service without proper notice or who are terminated for just cause may be denied payment of accrued sick leave.

- 5) If a member becomes permanently and totally disabled while working in-the-line-of-duty, the member will receive 25% of their sick time, up to 480 hours, upon resigning from the agency regardless of their time served.
- 6) All rights and benefits under this directive shall be forfeited by any member, as outlined in 110.122, FSS, "Terminal payment for accumulated sick leave".
 - a) Who is found guilty in a Court of competent jurisdiction of committing, aiding, or abetting any embezzlement or theft from this Office or bribery if connected with his/her appointment, committed prior to retirement or ten (10) years of normal creditable service; or
 - b) Whose appointment is terminated by reason of his/her admitted committing, aiding, or abetting embezzlement or theft from this Office or by reason of bribery or for cause; or
 - c) Who, prior to being vested in the Florida Retirement System, is adjudged by a Court of competent jurisdiction to have violated any State law against strike(s) by public servant(s); or
 - d) Who has been found guilty by a Court of competent jurisdiction of violating any State law prohibiting strike(s) by public servant(s); or
 - e) Who is found guilty in a Court of competent jurisdiction of a felony, regardless of length of creditable service; or
 - f) If a member's appointment is terminated as a result of an act committed subject to this section or for cause and is reappointed at a later date he/she will receive no credit for unused sick leave accumulated prior to termination.
- 7) The payments authorized by this section shall be determined by using the rate of pay received by the (member) at the time resignation is tendered, notice of retirement, termination, or death, applied to the sick leave time for which the (member) is qualified to receive terminal "incentive pay" under the rules adopted pursuant to the provisions of this section.

3. Sick Leave Pool:

a. Membership and Participation

- 1) In order to be eligible for membership in the sick leave pool, a member must:
 - a) be a full-time member of the Monroe County Sheriff's Office; and
 - b) be in the Sick Leave Pool for one year after enrollment to be eligible to receive hours,
 - c) remain in the Sick leave Pool for one year after utilizing hours,
 - d) have a minimum of forty-eight (48) hours of sick leave accumulated at the time of application and;
 - e) complete the application form and contribute an initial eight (8) hours of sick leave to the pool. (See Appendix B)

- 2) Participation in the sick leave pool is at all times voluntary, and the participating member may withdraw at any time by written notice to the administrator. Any sick leave contributed by the member to the sick leave pool is forfeited by the member to the pool. Upon withdrawal or expulsion from the pool, the administrator shall immediately amend the roster of participating members.
- 3) Lying to or misleading the sick leave pool committee, and/or failure to immediately return to active duty is an example of abuse of sick leave. Allegations or evidence of abuse will be investigated and the member may be subject to Office discipline.
- 4) Hours contributed to the pool are for use by MCSO pool members only. No contributions for a specific illness or position will be accepted. The sick leave pool is monitored by the Finance Division where the decision may be made to require each member to donate an additional uniform amount of sick time, should the number of hours in the pool reach or approach a level that is, or could quickly become, too low to serve all pool members, based on the pool's history.
- 5) All annual and sick leave hours accrued during a member's absence on sick pool leave time are deducted as part of the leave and the sick pool is only charged with the actual hours needed to allow the member a full pay check.

Example: A member utilizes all accrued annual leave, sick leave, and compensation time, and is approved for eighty, (80) hours of sick pool time. During that eighty (80) hour absence, the member accrues two and one-half (2.5) hours of sick leave and two and one-half (2.5) hours of annual leave. The five (5) hours of accrued time would be deducted from the eighty (80) hours of sick pool time and the member would only be charged for using seventy-five (75) hours of sick pool time, bearing in mind that no employee of the sick leave pool can draw more than two hundred forty (240) hours in a fiscal year.

- 6) If the member has not been eligible for the sick leave pool, he/she may, at discretion of only the Sheriff, be allowed to go into the negative under circumstances and to the extent authorized by the Sheriff, provided the member has used all of his/her compensatory time, special compensatory time, special compensatory time, annual leave, and sick leave, prior to going into a negative balance.
- 7) If the member has not been eligible for the sick leave pool, he/she may, at discretion of only the Sheriff, be allowed to go into the negative under circumstances and to the extent authorized by the Sheriff, provided the member has used all of his/her compensatory time, special compensatory time, special compensatory time, annual leave, and sick leave, prior to going into a negative balance.
- 8) All requests to incur a negative sick leave balance shall be in writing and submitted via chain of command to the Sheriff.

b. Administration

- 1) A committee shall be responsible for overseeing the sick leave pool. The committee shall consist of the Human Resources Executive Director, Finance Executive Director and Inspector General. The Human Resources Executive Director shall administer the Pool. The administrator will;
 - a) Maintain an accurate record regarding all actions of the pool; and
 - b) Investigate alleged abuse of the sick leave pool; and

- c) Meet on a regular basis with the committee to review all pertinent matters brought before the administrator and/or the committee; and
 - d) Establish the criteria for the use of the sick leave pool and determine that the criteria are met for each request; and
- 2) Nothing contained in this policy shall relieve a supervisor of his/her duties related to use of sick leave as mandated by the Operations Manual and General Orders.
- c. Transfer of Sick Leave hours
 - 1) As a general rule no sick leave accumulated by an applicant, while employed with another government entity, will be accepted upon employment with the Sheriff's Office.
 - 2) The Sheriff may waive this rule on a case-by-case bases when necessary in recruiting individuals essential to the mission of the Office.
- d. Maintenance of the Sick Leave Pool
 - 1) When two hundred eighty (280) hours have accumulated in the sick leave pool, the pool will be activated by the use of eligible participating members.
 - 2) The pool will be considered depleted when there are fewer than one hundred twenty (120) hours of leave time in it. Whenever the pool is depleted, each participating member shall contribute an additional eight (8) hours of sick leave to the pool in order to remain eligible for membership in the pool.
 - 3) If the participating member's individual sick leave balance is less than eight (8) hours at the time the pool is depleted, he/she shall contribute all hours accumulated and incur a negative balance of no more than eight (8) hours until the remaining hours are credited by the member.
- e. Use of Sick Leave Pool
 - 1) The member must submit their request on the Sick Leave Pool Request Form (see Appendix B), accompanied by the most recent pay stub showing all other leave has been exhausted and physician's documentation that the employee is not able to return to work via the chain of command to the leave pool administrator.
 - 2) The leave pool administrator will confirm the need for any amount of leave to be granted to the applicant with the member's Commander.
 - 3) The applicant will be notified in writing of the decision of the committee.
 - 4) A member who is on leave without pay shall not be eligible to receive sick leave time from the pool.
 - 5) No member shall be eligible to use time from the sick leave pool until all of that individual's annual vacation and compensatory time has been used.
 - 6) No member of the sick leave pool may use more than two hundred forty (240) hours in any fiscal year.
 - 7) Sick Pool Leave time can only be applied for and used after the member has exhausted all accumulated annual, sick and comp leave.

- 8) Sick Pool Leave may not be used for;
 - a) Cosmetic Surgery unless necessitated by an initial illness, accident, or injury.
 - b) Intentionally self-inflicted injuries.
 - c) Normal or uncomplicated pregnancy
 - d) Any injury, which falls within the purview of the Workers' Compensation law.
 - e) Family member's illness.

4. Compensatory Leave

- a. Comp Time: Any hourly member may sign a memorandum of understanding with the Office to participate in the compensatory-time-off program (Compensatory Bank – Comp Bank) in lieu of monetary overtime compensation, at a rate of one and one-half (1.5) hours of compensatory time for each hour of overtime worked.
- b. A member who belongs to the comp bank and uses an accrued personal leave during the designated work period, and is required to work more than his/her scheduled hours, will receive the compensatory time earned at time-and-a-half
 - 1) All non-bargaining members may accumulate up to a maximum of seventy two (72) hours in their comp bank. Since compensatory time is accumulated at time-and-a-half, this is only forty eight (48) of actual overtime worked. Hours in excess of this amount, at the end of the applicable pay period, will automatically be paid as overtime earnings.
 - 2) All Corrections bargaining members will maintain comp banks in accordance with their current contract provisions.
 - 3) All Law Enforcement Bargaining members will maintain comp banks in accordance with their current contract provisions.
- c. Due to the nature of the position, SRO's are allowed to accrue up to 100 hours.
- d. Compensatory hours earned are netted with compensatory hours taken at the end of the pay cycle (seven (7) days or twenty-eight (28) days); the net difference is multiplied by one and one half (1 ½) and added to the beginning balance. If, however, the net difference is negative, it is added to the beginning balance (i.e., with ten (10) hours balance in the compensatory bank, if four (4) hours are earned and eight (8) hours are used, the net difference of *negative* four (-4) is added to the beginning balance for a total of six (6) hours remaining in the compensatory bank).
- e. Nothing in this section will prohibit the Sheriff from exercising his/her right to enter into written agreements with members, which exceed the hourly maximum limit established by this policy (maximum limit set by law is four hundred eighty (480) hours), so long as such an arrangement does not exceed the provisions established by the Federal government.
- f. Reduction of Banked Time: Compensatory hours banked by members should be used to supplement other leave the employee may use or be used independently to take time off at the member's discretion.
 - 1) Any member promoted to an exempt position is required to use banked comp time before vacation time, since the member is no longer eligible to earn comp time.
 - 2) Supervisors must make every effort to permit employees to use earned compensatory leave within the parameters set forth in this section, as quickly as is mutually convenient for the Office and the member; at the same time, however, a member may be required to use his/her compensatory leave at any time.

- 3) However, when the maximum allowable time is reached a supervisor may require the employee to reduce the banked time as follows,
 - a) A supervisor may direct a member who has the maximum allowable time in their comp bank to reduce the amount of banked time, at their leisure, within thirty, (30) days.
 - b) If the member fails to reduce their banked time after thirty days the supervisor may order the member to; in increments of not less than one-half the members shift per day, take time off as comp.
- 4) Transfer of Comp Time from employment with another Government Agency: No compensatory time accumulated by an applicant, while employed with another government entity, will be accepted upon employment with the Sheriff's Office.

5. Family and Medical Leave/Maternity Leave

- a. Members may be granted leave in accordance with Family and Medical Leave Act of 1993 (FMLA).
- b. Leave may be taken upon the birth of a member's child; upon placement of a child with the member for adoption or foster care; when the member is needed to care for a child, spouse, parent or a domestic partner who has a serious health condition; or when the member is unable to perform the functions of his/her position because of a serious health condition.
- c. The maximum leave time will be twelve (12) weeks (see below schedule). Leave time will be calculated based on the member's sick leave accrual rate as reflected in the schedule below.

8	Hour Shift	480 Hours Maximum
8.5	Hour Shift	510 Hours Maximum
10	Hour Shift	480 Hours Maximum
10.5	Hour Shift	504 Hours Maximum
12	Hour Shift	504 Hours Maximum
12.25	Hour Shift	513 Hours Maximum

- d. Members taking paid family medical leave shall be required to use all available hours of each category of leave in the order they are listed below:
 - 1) Comp time
 - 2) Sick time
 - 3) Vacation time
 - 4) Application to sick pool
- e. The Sheriff may grant the balance as unpaid leave to total twelve (12) weeks including the time taken as paid sick, compensatory and/or vacation time.
- f. To be eligible for family and medical leave a member must:
 - 1) Have been employed for twelve (12) months prior to request.
 - 2) Worked at least 1250 hours (full time members) or 625 hours (part time members) in past year prior to request.

- g. Request for family medical leave must be submitted thirty (30) days prior to date leave is taken. If this is not possible, then the member must give as much notice as is practical.
- h. Copies of all request and decisions should be forwarded to the Human Resources Division for processing.
- i. Members will be required to provide a doctor's certification of the serious health condition, which necessitates the leave request.
- j. A member who takes leave will be able to return to the same position or a position with equivalent status and pay.
- k. Dependent coverage or other payroll deductions must be paid in full prior to use of leave time or paid to the Finance Division on Monday, prior to each pay date.
- l. Benefit hours (sick/vacation) and holiday pay will not accrue during periods of leave without pay.
- m. Intermittent leave or a reduced schedule will be permitted to the extent possible, for approved family medical leave. Intermittent or reduced schedule leave will be permitted for the birth, placement or adoption of a child; the member must provide a 30 day notice prior to the leave. The smallest unit of intermittent leave will be one hour.
- n. Members who have exhausted FMLA and are not able to return to work may request up to ninety (90) days of Personal Medical Leave, the Sheriff MUST approve any additional time.
- o. Bargaining unit members:
 - 1) On-duty Injuries: The member will be carried at full pay for a period of 90 days. After 90 days, the member may make up the difference between worker's comp and their regular salary by using accrued comp, sick and vacation time, or use donated vacation hours from fellow Office members. If the member is unable to return to work after six (6) months the position will be posted.
 - 2) Off-duty Injuries:
 - a) After Family Medical Leave (FMLA) is exhausted (12 weeks) and the member is unable to return to work, the position will be posted.
 - b) If the member is unable to return to work after FMLA is exhausted, the member may use accrued comp, sick and or vacation time, apply to the Sick Leave Pool or used donated vacation hours from fellow Office employees.
 - c) After FMLA is exhausted, the member must have a minimum of 25 hours per week in order to maintain full-time status.
 - d) When a member is no longer able to maintain full time status, they may put in for a transfer to another position, at the appropriate rate of pay for that position, resign or retire if applicable.
- p. Non-Bargaining Unit Members:
 - 1) On-duty Injuries: The member will be carried at full pay for a period of 90 days. After 90 days, the member may make up the difference between worker's comp and their regular salary by using accrued comp, sick and vacation time, or use donated vacation

hours from fellow Office members. If the member is unable to return to work after six (6) months the position will be posted.

2) Off-duty Injuries:

a) After Family Medical Leave (FMLA) is exhausted (12 weeks) and the member is unable to return to work the position may be posted based on the supervisor, director or commander's recommendation. The recommendation shall be forwarded to the Sheriff via the Chain-of-Command. Regardless of the decision to post, the member may use accrued comp, sick or vacation time, apply to the Sick Leave Pool or use donated vacation hours from fellow Office members.

b) The member must have a minimum of 25 hours per week in order to maintain full time status.

c) When a member is no longer able to maintain full time status, they may put in for a transfer to another position, at the appropriate rate of pay for that position, resign or retire if applicable.

q. If the member does not intend to return to work, the member is obligated to submit a timely resignation prior to requesting any form of leave.

r. Members who are on family medical leave, either paid or unpaid are not eligible to work overtime or extra-duty details.

6. Pregnancy of Sheriff's Office Members: The Sheriff's Office recognizes each individual's personal right to make decisions regarding family planning and each individual's responsibility for those decisions.

a. Pregnant members may use Family Medical Leave as may be applicable.

b. Pregnant members may also request a light-duty position for the duration of the pregnancy. The pregnancy in and of itself is not justification for a light-duty assignment. Refer to the Light-Duty Policy (P).

c. The pregnant member may elect to work to the full term of the pregnancy if medically capable of doing so.

d. Pregnant members on Family Medical Leave and Light-Duty are not permitted to participate in the take home car program or take any law enforcement action.

e. The Sheriff's office will provide oversized or maternity uniforms and belts as the member's pregnancy advances to the stages of needing them.

7. Military Leave:

a. Administrative Leave:

1) Members of the Sheriff's Office who are members of the United States Armed Forces Reserve or the Florida National Guard will receive administrative leave with pay, up to 240 working hours (F.S.S 115.07) in any fiscal year, for monthly training, annual field training and active duty service. The employee will retain military earnings.

2) For monthly training, a member shall request administrative leave with pay and attach a copy of their orders/letter(s) to the request. A supervisor shall approve this request. A copy of the approved request shall be forwarded to the Finance Division-Payroll.

- 3) For annual training, an employee must request administrative leave with pay and attach a copy of their orders/letter(s) to the request. This request shall be made at least two (2) months prior to the annual training, and approved through the chain-of-command to the Undersheriff. A copy of the approved request shall be forwarded to the Finance Division-Payroll.
 - 4) If ordered to active duty, the member shall request administrative leave with pay and attach a copy of their military orders/letter(s) to the request. This request shall be approved through the chain-of-command to the Undersheriff. A copy of the approved request shall be forwarded to Payroll. If the active duty extends beyond the 30 days, or portion thereof, leave without pay will be granted extending ninety (90) days beyond the date of separation from the military service.
 - 5) Members separated from the military service must request reinstatement within ninety, (90) days of discharge. The Office may require the returning member to undergo a physical examination and psychological examination by licensed professionals accordingly, to determine fitness to perform the duties of the position.
 - 6) Members will receive credit for unused leave benefits accrued prior to military leave upon reinstatement to the position.
 - 7) In the event a member volunteers for, or accepts, an additional tour of military duty, all Office reinstatement rights will be forfeited.
- b. Activation exceeding 90 days of pre-deployment [CALEA 22.2.8]
- 1) The Director of Human Resources will be the agency point of contact. [CALEA 22.2.8 ab]
 - 2) Out processing will consist of an exit interview with the Sheriff or his designee. [CALEA 22.2.8c]
 - 3) Agency owned equipment will be turned back in to the agency for storage during deployment. [CALEA 22.2.8d]
 - 4) In processing will consist of an interview with the Sheriff or his designee. [CALEA 22.2.8e]
 - 5) Upon returning from deployment, training will review the members training records to ensure no mandatory training has been missed. Initial and/or refresher training along with weapons qualifications (lethal and less lethal) may be needed. This training will occur as appropriate. [CALEA 22.2.8f]
 - 6) To ensure the deployed member is notified of agency news, significant events and promotions or promotional opportunities, communication will be conducted by e-mail, MCSO web site and/or other social media. [CALEA 22.2.8g]
8. Administrative Leave: Court Attendance: Members subpoenaed as prospective jurors or witnesses in any matter before the Court will be granted leave with pay or paid pre-approved overtime under the following conditions:
- a. Members who are summoned to attend Court as a juror or subpoenaed as witnesses in non-departmental matters (personal litigation excluded) during designated duty hours will be excused from their regularly assigned duties.

- 1) Members will record this time on their time sheets as "administrative leave with pay".
 - 2) Members are required to turn over any fees received as a result of this appearance to the Finance Division of the Sheriff's Office for proper deposit in the general fund. All checks so submitted must be marked "Make Payable to MCSO" and endorsed by the employee.
 - 3) If a member is excused from service of the Court during his/her regularly scheduled hours, he/she shall return to work. No overtime shall be paid if the member has to remain longer than the scheduled hours.
 - 4) Mileage paid by the Court system shall be reimbursed to the member at the rate paid on the Court's check only if the employee used his/her personal vehicle.
- b. Members who are subpoenaed to appear during their designated duty hours as witnesses in departmental matters shall be excused from their assigned duties. Sheriff's Office members who are subpoenaed to appear during their off-duty hours as witnesses in departmental matters shall record the time on their time sheets as "pre-approved overtime", bearing in mind that minimum call-out time of two hours per call-out.
- 1) Members shall record their Court appearances during designated duty hours on their time sheets as "administrative leave with pay"; members appearing in Court during their off-duty hours shall record the time on their time sheets as "pre-approved overtime".
 - 2) Members are required to turn over any fees received as a result of this appearance to the Finance Division of the Sheriff's Office for proper deposit into the general fund. All checks so submitted shall be marked "Make Payable to MCSO" and endorsed by the member.
 - 3) If a member is excused from service of the Court during their regularly scheduled duty hours, he/she shall return to his/her regularly scheduled duties. If the member is held by the Court longer than his/her scheduled hours, he/she will be compensated in accordance with overtime rules.
 - 4) A travel voucher will be required for compensation of mileage or per diem claimed in accordance with State Statute.
- c. Whenever a member is a defendant or litigant in a personal suit, administrative leave with pay will be denied unless such litigation is the result of an act performed by the member as part of his/her official duties within the Office.
- d. Voting Privileges: Members residing at such a distance from their assigned work locations that such a distance may prevent their exercising their voting privilege may be authorized a maximum of two (2) hours leave with pay for that purpose.
- e. Examinations or Promotional Testing: a member may be granted leave with pay in order to participate in promotional examinations or other matters as determined by the Sheriff.
9. Bereavement Leave: In the event of a death in a member's immediate family, the member may be granted administrative leave with pay during the time of bereavement. The maximum time allowed is five consecutive days, including any normal days off. "Immediate family" is defined as mother, father, brother, sister, child, stepchild, husband, wife, grandparent and domestic partner (if a domestic partnership resolution has been established and is on file with the Monroe County Employee Services Division Benefits Office and verified by the Human Resources Division). "Immediate family" also includes in-laws within the above-described relationships.

10. Emergency Leave: For emergencies, a member may utilize annual leave or compensatory leave. If none is available in the employee's account, he/she may request donations of annual leave from other members. (See General Orders Chapter 9).

N. DROP RETIREMENT/RE-EMPLOYMENT: Members who have retired under the Florida Retirement System (FRS) DROP Program who wish to be re-employed by the Office are governed by the following:

1. The member must be separated from the Office in a retired status for the statutory minimum length of time.
2. The member is considered a new applicant.
3. Members retiring under DROP do not retain any rank at time of retirement.
4. The retired member may apply for any vacant position, including the one they previously held at time of retirement, if that position does not require a promotional test and is vacant at the time of the re-hire., unless otherwise provided for in a collective bargaining agreement.
5. The member may be required to submit to pre-employment testing including, but not limited to, drug testing, polygraph, and a physical examination.
6. No abridgement of time will occur for the purpose of salary, shift bid or promotional opportunities. Members may apply for open positions, for which they are qualified and have successfully completed the required training and testing.
7. The member must be re-employed for eighteen (18) months prior to being eligible to take any promotional exam, unless otherwise provided for in a collective bargaining agreement.
8. Upon rehire, the applicant will be given credit for their experience for salary purposes. The credit given to these re-employed members will be consistent with the practices applied to all new applicants, unless otherwise provided for in a collective bargaining agreement.
9. Accrual rates for all leave will be the same as for a new member.
10. Re-employed members will be eligible for Family Medical Leave and participation in the Sick Leave Pool as detailed in those sections of this policy.
11. All FRS rules and regulations and all terms of an applicable collective bargaining agreement in effect at the time of the member's re-hire will govern the terms of that re-hire.

O. HURRICANE DUTY OR DECLARED PUBLIC EMERGENCY DUTY

1. All certified and essential members are required to remain on duty in the event of a hurricane or other declared public emergency.
 - a. Certified members include both certified law enforcement and certified corrections deputies.
 - b. Essential members include communications division members and airport security technicians.
 - c. All other members questioning their designation and responsibilities during Emergency Leave must contact their Bureau Chief via chain of command to confirm their status. All

approvals will be in writing and a copy of the approval will be maintained in the Human Resources Division.

- d. The Sheriff or his designee reserve the right to designate positions required to stay during a public emergency on an “as needed” basis.
2. Exemption for Certified and Essential Members
- a. If there are extenuating circumstances, the Office will consider requests for exemption from Hurricane Duty.
 - b. Extenuating circumstances may include, but are not limited to: (must provide proof)
 1. Single parent households where the other custodial parent lives outside Monroe County.
 2. Primary care givers for elderly parents.
 3. Medical condition precluding Hurricane Duty which must be certified by a physician each year.
 4. Households, with dependents, in which both spouses are certified/essential members of the Office.
 - c. Exemption Forms are available from Human Resources and will be distributed by May 1st each year. (See Appendix C)
 - d. The Exemption Form must be completed, reviewed and signed by the member’s commander and returned to Human Resources by no later than May 21st each year.
 - e. The Hurricane Exemption Review Committee will consist of:
 - 1) Executive Director of Human Resources
 - 2) Executive Director of Finance
 - 3) Inspector General
 - 4) Bureau of Corrections Representative
 - f. The Committee will review the request. Any Committee member may request additional information from the requesting employee.
 - g. Decision Notification:
 - 1) The Committee will provide a list of approved and denied exemption requests to the Sheriff for dissemination to all Commanders.
 - 2) The Committee will provide a written notice to the member if the request was approved or denied prior to the last week in May.
 - h. Certified or essential members hired during hurricane season:
 - 1) Such new hires will be advised of this policy and offered the opportunity to submit an exemption request.
 - 2) This will be done during the new hire session.
 - 3) If the member wishes to submit an exemption form, the form must be returned within 10 days of receipt for review by the Committee.
 - i. Members Granted an Exemption:

- 1) Members granted a Hurricane Duty Exemption will be released from duty as soon as a Mandatory Evacuation Order has been issued.
 - 2) Exempted members are required to return to Monroe County and contact their Commander for duty assignment as soon as entrance back into the area is permitted.
 - 3) Absence from duty under the exemption shall be annual or compensatory leave.
 - 4) Once a member is granted an exemption they are expected to evacuate when such an order is given and will not be considered for duty until after the hurricane passes and entrance back into the area is permitted.
- j. Members Denied an Exemption – Any employee who has, applied for an exemption and been denied or has not applied for an exemption and leaves the county or otherwise does not report for duty as assigned will be subject to termination.
3. Compensation for members required to remain during hurricane or declared public emergency is covered by Chapter 9 C.
 4. Non-Sworn Members Not Required to Remain During Storm
 - a. Members will be released from duty as soon as a Mandatory Evacuation Order has been issued or the Sheriff decides to suspend administrative operations.
 - b. Members are required to return to Monroe County as soon as entrance to the County is permitted. Immediately following the storm employees are required to contact their supervisor for a duty assignment. Should the member be unable to contact their direct supervisor they are required to continue up their chain of command until contact with the command structure has been established.
 - c. Absence from duty as a result of a Mandatory Evacuation Order shall be recorded on the timesheet as Administrative Leave with Pay. This status will continue until the Evacuation Order has been rescinded or the Sheriff reopens for normal business operations.
- P. WORKMEN'S COMPENSATION:** The Monroe County Workmen's Compensation Section shall be responsible for all workers compensation claims arising out of any work-related injury sustained by any member.
1. Medical Care/Internal Notification
 - a. Emergency Cases
 - 1) In emergency cases, the employee shall be transported to the nearest hospital. As soon as practical, the employee's supervisor will notify his/her Division Commander and/or Director, the Sheriff's Office Risk Manager (on call twenty-four hours a day for this purpose) and any other appropriate Commander regarding the employee's injury(s).
 - 2) Workmen's Compensation Notification: see "Workmen's Compensation Notification – Written" below
 - b. Non-Emergency Cases
 - a. In non-emergency cases, the supervisor will notify his/her Division Commander and/or Director, and the Sheriff's Office Risk Manager of the member's injury(s).

- b. Prior to a physician visit, if necessary, the member must contact the Risk Manager to obtain authorization and the name of the designated physician for the treatment.
 - c. Workmen's Compensation Notification – see "Workmen's Compensation Notification – Written" below
 - d. This is to include exposure to blood borne pathogens.
- 2. Workmen's Compensation Notification – Written
 - a. The supervisor of any member injured in the line-of-duty must forward IMMEDIATELY a Notice of Injury packet and any other associated documentation required by the Workmen's Compensation carrier and the Sheriff's Office to the Risk Manager regardless of the extent of injury.
 - b. The Notice of Injury packet will consist of:
 - 1) Notice of Injury form – First Report of Injury or Illness: Florida Department of Financial Services - Division of Worker's Compensation, Form DWC-1
 - 2) Monroe County Accident/Incident Investigation Report
 - 3) Monroe County Sheriff's Office Incident Report, to include when applicable, statements, photographs, etc.
 - 4) Exposure Form when blood borne pathogens are involved.
- 3. Workmen's Compensation Leave (Disability Leave):
 - a. The disability leave referred to here is administrative leave as a result of a job-related injury.
 - b. For an absence to be considered and compensated by Worker's Compensation, an authorized physician must submit in writing the diagnosis and length of time the member is expected to be unable to work. If an individual is released back to duty and subsequently calls in sick due to the prior sustained injury, an additional authorized physician's note must be provided, even for one day.
 - c. An authorized physician is a physician who is designated by the Monroe County Workmen's Compensation Section. The original physician's note must be forwarded to the Risk Manager for processing and follow up. The supervisor should maintain a copy of the physician's note to be attached to the member's time sheet.
 - d. Any physical condition that is self-inflicted, caused by negligence of the member, due to violation of Office safety rules, or caused by another person for reasons personal to the member and not because of appointment, will not be considered as duty-related.
 - e. The Sheriff may request medical and other evidence in order to determine the current status and progress of the member's ability to perform meaningful duties within the Office.
 - f. Compensation During Disability Leave: Members sustaining a service connected injury, shall be compensated in the following manner:
 - 1) As per Florida State Statute 440.15 (12) – "Any law enforcement officer who, while acting within the course of employment, is maliciously or intentionally injured and who thereby sustains a job-connected disability compensable under this chapter shall be

carried in full-pay status rather than being required to use sick, annual, or other leave. Full-pay status shall be granted only after submission to the employing agency's head of a medical report, which gives a current diagnosis of the member's recovery and ability to return to work. In no case shall the member's salary and workers' compensation benefits exceed the amount of the member's regular salary requirements".

- 2) Members wishing clarification on whether their injury falls under this portion of the policy should provide a written statement which details the circumstances surrounding the injury. This statement should be provided to the Bureau Chief of Administration, via chain of command.
 - 3) For all other injuries, the Monroe County Sheriff's Office will pay the difference between workers' compensation benefits and the member's regular salary, taking into account the tax-free nature of workers' compensation benefits, for a period of 90 calendar days after injury.
 - 4) After 90 days, a member may elect to receive payment of the difference between workers' compensation and the regular salary of the member by using all available hours of category of leave in the order listed below:
 - (a) Comp time
 - (b) Sick time
 - (c) Vacation time
 - (d) Application to Sick Pool
- a. When the member has exhausted all available leave or has been out for a period of six months the member will receive only the Worker's' Compensation benefits and their position may be filled.
 - b. Under no circumstance will a member be allowed to sell accrued leave to earn in excess of their normal bi-weekly pay.
 - c. Any check(s) received by the member from the Monroe County insurance carrier for wages are not to be cashed by the member, they shall be marked "Make Payable to MCSO" and endorsed by the member and promptly forwarded to the Finance Division.
 - d. Personal leave and other benefit credits will continue to accrue during any period of time a member is on disability leave for an on duty injury.

Q. NON-WORK RELATED ILLNESSES/INJURIES OR TEMPORARY DISABILITIES (Light Duty)

1. The Office recognizes the need to accommodate members who have had a non-work related injury, illness or temporary disability with a light duty assignment to compliment and facilitate the healing process. This policy does not limit or deny the members rights under the Family and Medical Leave Act or the Americans' with Disability Act.
2. Eligibility is restricted to those members who meet all of the following criteria;
 - a. Been temporarily disabled.
 - b. Been approved by the treating physician to be a candidate for light duty.
 - c. Been employed with the Office for twelve months prior to the injury.

- d. Worked at least 1250 hours (full time members) or 625 hours (part time members) in the past 12 months prior to the request.
3. If the member is not eligible he/she may use all available accrued leave.
4. When all leave is exhausted the member must return to full duty. If the member cannot return to their position he/she may resign or accept another position within the agency, if available, which accommodates their physical work abilities, with the appropriate pay adjustment.
5. Light duty assignments are limited to 90 days from the date of injury/illness or disability. During the member's light duty assignment the member's salary and accrual rates will remain the same.
 - a. The member requesting a light duty assignment will have the treating physician complete the physician's statement form (Appendix A this chapter). This form will outline the member's functional limitations and provide an expected date the member will be able to return to full duty. The completed physician's statement form will be submitted to the Executive Director of Human Resources via the Chain-of-Command. The Office reserves the right to obtain a second opinion from a physician of its choosing.
 - b. Human Resources will, upon receiving the request, search for a light duty assignment that accommodates the restrictions placed by the treating physician and fulfills the needs of the Office.
 - c. Human Resources will notify the member and the Commander/Director of the light duty assignment identified.
 - d. If a light duty assignment cannot be identified the member will be notified and may discuss leave options with their immediate supervisor.
 - e. Members on light duty will be required to work their normal amount of hours unless otherwise stated on the physician statement form. If the physician indicates the member is not able to work their normal amount of hours they will be compensated for the hours they are able to work. Accrual rates for leave benefits will be based on the number of hours the individual is paid.
 - f. Sworn members on light-duty shall not take any law enforcement actions.
 - g. The member will be required to use his/her accrued leave time for medical appointments while on light duty. If the member does not have any accrued leave time the leave will be without pay.
 - h. The member will continue to accrue sick and vacation time and all other benefits in accordance with current policy and procedures while on the light duty assignment.
 - i. If at the end of the 90 days light duty assignment the member is not able to return to their normal duty assignment he/she may:
 - 1) Use accrued leave, compensatory time, and/or apply to the sick pool.
 - 2) Accept another position which they can reasonably complete given their limitations. The salary of the affected individual will be changed to the level of their new position giving them credit for their years of service with the Office.

R. PERSONNEL SUPPORT SERVICES: Inquiries and information on employee benefits and help for members and their families in cases of injury or death may be directed to the Monroe County

Employee Benefits Division. Members should refer Chapter 53 Victim / Witness Assistance and Chapter 37 Line-of-Duty Death.

- S. LIABILITY INSURANCE:** It is important that the Sheriff's Office has a liability protection program regarding protection for the Sheriff and Office personnel when civil claims arise as the result of the operations of Sheriff's Office vehicles or action of personnel in the course and/or scope of their appointment.

The Sheriff will provide insurance protection for the Office and for all Office members. The insurance will provide coverage for general liability with extensions for errors and omissions, false arrest, assault and battery, excessive force, personal injury, civil rights, etc. Insurance coverage may include, but is not limited to:

1. Auto Accidents: The MCSO shall maintain automobile insurance coverage to provide protection for claims, which may arise against the Office of the Sheriff.
2. 2. Property Damage Claims - With regard to property damage claims, the MCSO is a self-insured agency.
3. 3. Personal Injury Claims - Personal injury protection for MCSO personnel is provided through the MC Worker's Compensation claims policy. Under Worker's Compensation, personnel are compensated for time off due to injuries suffered in the line of duty.
4. Other liability situations: In accordance with Florida law, the Sheriff's Office shall have the option to pay legal costs and attorneys' fees to personnel from any cause of action brought against them which arises due to the course and scope of the appropriate performances of their duties.
5. The Sheriff's Office legal counsel shall provide legal and factual analysis of potential civil liability situations as they occur. Additional legal counsel may be retained on a case-by-case basis to defend the Sheriff's Office and personnel against civil suits. [FCAC 3.05]

Further information on liability insurance can be obtained from the Risk Manager.
[CALEA 22.2.2d; FCAC 3.05]

T. RESIGNATION POLICY

1. When any member makes the decision to leave the employ of the Monroe County Sheriff's Office, he/she must communicate this decision to his/her immediate supervisor in writing at least 14 calendar days prior to the last scheduled day of work. The resignation memo must include, at the least, the reason for leaving and the last scheduled day of work. This memorandum should be copied to the Executive Director of Human Resources.
2. Upon receipt of the memorandum, the immediate supervisor should meet with the employee to determine if there is any reasonable accommodation (i.e. change in work schedule, reassignment of duties), which could be made to encourage the member to remain with the agency. This conversation should be documented on the original resignation memorandum and forwarded through the chain of command to the Human Resources Division.
3. Should the member give a notice of less than 14 calendar days, a notation will be made in the personnel file that office policy was not followed in this matter. This information will be made available to anyone requesting an employment reference.
4. In certain cases it may be in the best interest of the agency to request that the member leave immediately upon tendering his or her resignation instead of working through to the last scheduled day. In the event that this is deemed necessary by the Sheriff, the member will be

compensated as being on Administrative Leave With Pay for the difference in time between the effective resignation date provided by the employee and the date the Sheriff determines is the last day of work. The employee's personnel file will note that the member did follow office policy in this matter.

5. Members resigning from the agency will be paid for any unused accrued vacation or sick time according to agency policy.

U. PHYSICAL EXAMINATIONS AND FITNESS

1. Non-sworn Personnel: Each non-sworn member will undergo an initial, pre-employment physical. This will be the only physical examination required during their employment.
2. Sworn Personnel: Each sworn member will undergo a physical examination by a licensed physician annually.
 - a. Each sworn certified member shall consider his/her initial date of appointment as the date for his/her annual physical examination. Members become eligible for this program one calendar year from their dates of hire.
 - b. The Human Resources Division shall notify each member at least four (4) weeks prior to his/her anniversary date that the member is due for the annual physical examination. Along with the notification, the "Physical Examination Form" required by the Office will be forwarded to the member.
 - c. The Sheriff's Office contracts with doctors' offices that will perform these physical examinations at no cost to the employee. Members are encouraged to take advantage of this arrangement, but may use other doctors of their own choosing; should a member elect to use a doctor other than one with which the Sheriff's Office has a contract, that member is responsible for payment to that doctor's office, and the following procedures must be followed:
 - 1) The member must have his/her physician complete the required Office form.
 - 2) The member must sign, date and submit the invoice from the physician. By signing and dating the invoice, the member is certifying that he/she did expend funds for the examination.
 - 3) The member shall submit the examination form and the physician's invoice to the Human Resources Division.
 - 4) The Human Resources Division will forward the invoice to the Finance Division for processing and payment.
 - 5) The member should receive an Office check within twenty (20) working days for an amount up to but not exceeding \$75 toward reimbursement for the cost of the examination.
3. Physical Fitness Center: Physical fitness centers are located in the Lower, Middle and Upper Keys.
 - a. Eligibility: All fitness centers are available to all Monroe County Sheriff's Office members, Monroe County members and any certified law enforcement or corrections officer who works either temporarily or permanently in Monroe County and others as determined by the Sheriff

- b. Persons wishing to use the gym must contact the receptionist at the Headquarters facility on Stock Island, the Marathon substation or the Roth Building on Plantation Key. A review of rules and regulations governing its use and any required training will be covered before access is granted.

V. TOXICOLOGY TESTING

1. The Sheriff recognizes that substance abuse by a member can have an adverse impact on Monroe County government, the image of the Sheriff's Office and its operations, and the general health, welfare, and safety of the members and the general public.
2. The Office shall reserve the right and the authority to require all members to submit to toxicology testing designed to detect the presence of any controlled substance, narcotic, or drug. The Office agrees that requiring all members to submit to testing of this nature shall be limited to those selected randomly or in circumstances in which the Office has reasonable suspicion that the member is under the influence of such a substance, suffers from substance abuse, or is in violation of Office policy. Reasonable suspicion is defined as specific objective facts and rational inferences that may be drawn from those facts in light of experience. Additionally, the Office may require testing in connection with the investigation of any on-the-job accident, whether involving a motor vehicle or not, regardless of whether there is any reason to believe that drug or alcohol use is involved.
3. If a member tests positive for drugs, a second test on a second specimen (collected at the same time as the first specimen) will be performed in a timely manner to verify the results before administrative action is taken. All tests will be conducted in an independent approved laboratory using recognized technologies. In all investigations relative to this section, the member's assignment and exposure to such enumerated substances shall be considered.
4. A member's refusal to submit to toxicology testing in accordance with the provisions of this policy will result in dismissal. Further, a confirmed positive test result, will result in the member being subjected to appropriate disciplinary action, up to and including dismissal.
5. All disputes arising out of the implementation of this policy resulting in discipline may be pursued in accordance with the policies.
6. Testing:
 - a. The Sheriff's Office has the right to randomly screen (toxicology testing) up to 100% of its members covered by this policy in any fiscal year.
 - b. No member shall be required to submit to such random examination or analysis more than once during a six-month period. This does not preclude analysis conducted under the circumstances in this section.
 - c. It is presently accepted by medical experts that urinalysis is the most definitive and cost-effective means of analysis for drug screening. This method will be the primary analysis method. This does not preclude other types of screening (blood, hair, etc.) as may be dictated by the circumstances surrounding an incident.
 - d. All processes and procedures utilized by the Office's specimen collection site, laboratory, and Medical Review Officer, will conform to those standards as established under the National Institute of Drug Abuse.
 - e. It shall be the responsibility of the Medical Review Officer (MRO) to inform the Sheriff or Sheriff's designee(s) that a member has tested positive after his/her medical interpretation of the results.

7. Selection of Members to Be Tested:

- a. All members to be examined and tested will be randomly selected by the Human Resources Division from a computer database of Sheriff's Office employees using the personnel payroll numbers.
- b. Members selected will be given no more than twenty-four (24) hours to report to one of the selected collection site and provide a urine sample. Instructions to report immediately after random selection do not imply any suspicion of misconduct. Should a member fail to comply with the instructions to provide a urine sample within the prescribed time, the Sheriff's Office may require that the member submit to hair collection and testing a specimen collection site or laboratory. If a hair test is necessary because of a member's failure to comply with instructions regarding a urine sample within the specified period of time, the member in question is responsible for any and all charges or costs associated with the hair test.
- c. All members will be scheduled for such examination while on duty if possible. In other cases, the member will be given compensatory time for the test.
- d. All members who have documented exposure to a controlled substance prior to notification of the examination will be rescheduled for an examination at a later date in accordance with guidelines of time elimination by natural means for the substance to which the member was exposed.

8. Collection of Specimen:

- a. Specimens will only be obtained at a certified collection site, and in accordance with those guidelines mandated by FDLE and the NIDA, to include rights to privacy and specimen maintenance.
- b. Complete accountability and proof of chain of custody will be required and adhered to by the MRO at the collection site.
- c. At the time of collection, two individual specimens will be obtained from the member. Specimen #1 will be used for the initial analysis, with specimen #2 for subsequent analysis, should a positive result be obtained from the first specimen. No specimens shall be maintained by any member of the Monroe County Sheriff's Office.
- d. Specimens will only be identified by use of a bar code and the member's associated numbering. The member's proper name will not appear on any reports or other documentation including specimen containers. The member will be required, however, to initial the outside of the specimen containers for identification purposes.

9. Specimen Analysis:

- a. Will be performed at a laboratory meeting all standards and certifications established by the NIDA.
- b. Laboratories and collection sites will be selected by the Sheriff and inspected by the Inspector General annually.
- c. In those cases in which positive test results are obtained, analysis of the second specimen will be conducted by a separate laboratory.

- d. Substance cutoff limits will conform to those standards established or approved by NIDA or FDLE.

10. Analysis Interpretation:

- a. Test results will be directed to the Medical Review Officer approved by the Monroe County Sheriff's Office. After interpretation of the test results, which will include an interview with a designee of the Sheriff, the Medical Review Officer (MRO) will furnish his/her findings to Human Resources.
- b. In those instances in which there are conflicting or inconsistent test results, the interpretation shall be in the interest of the Sheriff's Office.
- c. c. In such situations, the member may be required to submit to an additional random screening not more than twice within a six (6) month period.

11. Disciplinary Action

- a. Members who test positive for controlled substances in accordance with the guidelines enumerated in this policy will be subject to termination.
- b. Members who test positive for legal substances which were lawfully obtained but improperly used may be referred to counseling and given the opportunity for rehabilitation.

12. Type of Analysis Conducted: The Office has selected a drug screen test, commonly referred to as a sixteen (16) drug panel, inclusive of the following bases:

- a. Amphetamines
- b. Barbiturates
- c. Benzodiazepines
- d. Cocaine
- e. Opiates
- f. THC
- g. Methaqualone
- h. PCP
- i. Methadone
- j. Propoxyphene
- k. Hydrocodone
- l. Meperidine
- m. Oxycodone/Oxymorphone
- n. Fentanyl
- o. Pentazocine
- p. Nalbuphine

W. ALCOHOL TESTING

- 1. The Sheriff recognizes that alcohol abuse by a member can have an adverse impact on Monroe County government, the image of the Sheriff's Office and its operations, the general health, welfare, and safety of the members, and the general public.
- 2. The Office shall have the right and authority to require all members to submit to alcohol testing designed to detect the presence of any alcohol. The Office agrees that requiring all members to submit to testing of this nature shall be limited to those circumstances in which the Office has reasonable suspicion that the member is under the influence of such substances, suffers from alcohol abuse, or is in violation of the Office policy and procedures regarding the use of such substance. Reasonable suspicion is defined as specific objective facts and rational inferences that may be drawn from those facts in light of experience. Additionally, the Office may require in connection with the investigation of any on the job accident, whether involving a motor vehicle or not.

3. If a member tests positive, the results of said test will be maintained according to Office policy. In all investigations relative to this section, the member's assignment and exposure to alcohol shall be considered.
4. A member's refusal to submit to alcohol testing in accordance with the provisions of this policy may result in disciplinary action up to and including dismissal in accordance with the Office's policy and procedures. Furthermore, results of such tests may result in appropriate disciplinary action, up to and include dismissal, in accordance with the applicable provisions of the Office policy and procedures.
5. All disputes arising out of the implementation of this policy resulting in discipline may be pursued in accordance with the policies governing the Career Service Board or Collective Bargaining Agreement.
6. Testing:
 - a. The Sheriff's Office has the right to randomly screen (alcohol testing) up to 100% of its members covered by this policy each fiscal year.
 - b. No member shall be required to submit to such random examination for analysis more than once during a six-month period. This does not preclude analysis conducted under circumstances covered under Toxicology Testing
 - c. It is presently accepted by medical experts that breath sample analysis is the most definitive and cost-effective means of analysis for alcohol screening. This method will be the primary analysis method, but this does not preclude other types of screening (e.g., blood, hair, etc.), as may be dictated by the circumstances surrounding the incident(s).
 - d. All processes and procedures utilized by the Office's specimen collection site, laboratory, or medical review officer will conform to standards as established by the National Institute of Drug Abuse (NIDA), and/or the State Department of Health and Rehabilitative Services.
 - e. It shall be the responsibility of the chain of command to inform the Sheriff or Sheriff's designee that a member has tested positive after the Medical Review Officer's (MRO) interpretation of those results.
7. Selection of Members to Be Tested
 - a. All members to be examined and tested will be randomly selected by the Human Resources Division from a Sheriff's Office computer database using personnel payroll numbers.
 - b. Members are required to provide specimens as directed within twenty-four (24) hours of notification.
 - c. Members will be allowed to provide specimens as directed while on duty if possible. In all other cases, the employee will be given compensatory time for the test.
8. Collection of Specimen
 - a. Specimens will only be collected at certified collection sites and in accordance with those guidelines mandated by the Florida Department of Health and Rehabilitative Services, the Federal government, and NIDA, to include rights to privacy and specimen maintenance.
 - b. Complete accountability and proof of chain of custody are required.

- c. In the case of blood, specimens will only be identified by the use of a bar code and a number. The member's proper name will not appear on any reports or other documentation including specimen containers. The member will be required, however, to initial the outside of the specimen container(s) for identification purposes.
9. Specimen Analysis:
- a. Specimen analysis will be performed at collection sites or laboratories meeting all standards and certifications established by the Florida Department of Health and Rehabilitative Services or NIDA.
 - b. Laboratories and/or collection sites will be selected by the Sheriff and inspected annually by the Inspector General.
10. Analysis Interpretation:
- a. In the case of blood samples, the test results will be directed to the Medical Review Officer approved by the Monroe County Sheriff's Office. The Medical Review Officer (MRO) will be a licensed medical doctor.
 - b. After interpretation of the test results and an interview with the Sheriff or Sheriff's designee, the MRO will furnish his/her findings to the Inspector General.
 - c. In those instances in which there are conflicting or inconsistent test results, the interpretation shall be in the interest of the Sheriff's Office. The member may be required to submit to additional random screening not more than twice within a six (6) month period.
11. Disciplinary Action: Members who test positive for alcohol, which was lawfully obtained but improperly used shall be given the opportunity for treatment.
- X. PHYSICAL FITNESS:** The purpose of herein is to establish guidelines for proper physical appearance and fitness. It is essential that Sheriff's personnel present a neat and well-groomed image that inspires and maintains a high level of community trust and confidence. In addition, a satisfactory level of general health and physical fitness on the part of Office members shall be maintained so that work can be performed efficiently and without personnel shortage caused by excessive sick leave.
- 1. All certified members must pass physical examinations and the Physical Abilities Test (PAT) prior to employment in a certified capacity and are thus presumed to be physically able to perform their job responsibilities when hired. All members are expected to maintain their physical abilities to perform their assigned job functions.
 - 2. Pre-employment physical and psychological exam requirements are addressed in Chapter 6 Recruitment and Selection. All employees are encouraged to make use of workout facilities as provided by the agency.
 - 3. Non-sworn members who transfer from a non-sworn position to a certified position are required to take a new psychological test and pass the Physical Abilities Test (PAT).
 - 4. Prior to assignment, SWAT officers are required to complete a psychological examination as addressed in Chapter 36.
 - 5. When it appears that a member's physical or mental condition may prevent them performance of normal duties, the employee may be directed to submit to an examination by a physician, psychologist, psychiatrist or other health care professional. This may be a result of involvement in, but is in no way limited to:

- a. Physical confrontations
 - b. Traffic crashes
 - c. Exposure to contagious diseases or hazardous materials
 - d. Apparent heart or high blood pressure problems.
 - e. Incidents resulting in death or serious injury.
6. Fit For Duty Evaluations (FFDE):
- a. Because of the seriousness of the impact to the member and the agency; the following process shall be used in all FFDEs.
 - b. The formal written request for an FFDE shall come from the member's Commander and directed to the Human Resources Executive Director.
 - c. The Sheriff's Office will incur the expense associated with examination(s).
 - d. Upon receipt of the written request, the Human Resources Executive Director, or designee, shall consult with the Undersheriff and General Counsel and Bureau Chief to resolve any issues that may exist.
 - e. If an FFDE is determined to be necessary the Human Resources Executive Director or designee shall schedule the earliest possible appointment for the member, taking into account his/her medical/mental condition. Only agency approved physicians, psychologist or psychiatrist shall be used.
 - f. The member identified for an FFDE shall be immediately placed on Administrative Leave without loss of pay or benefit until the member is returned to duty status or other action is taken as a result of the evaluation's findings.
 - g. The physician, psychologist or psychiatrist conducting the examination shall furnish a copy of the findings to the Human Resources Executive Director.
 - 1) All such reports shall be considered part of the member's medical file and thus are confidential documents and shall be marked as such.
 - 2) The report shall be secured/filed in accordance with applicable laws.
 - h. The report shall be forwarded to the Undersheriff, who shall return the member to duty status or consult with the necessary parties to determine the best course of action for the employee and the agency.

Y. BIDDING FOR SHIFT PREFERENCE: This section creates a system for bidding for shift assignments for those members who work in units that work in shifts, such as Communications, and Corrections, making seniority the primary factor in determining which members will receive the assignments they request. The bidding system is established as a means of enabling members who work in shift-oriented assignments to meet the needs of the Sheriff's Office and ensure a safe working environment. If, however, an employee's bid for a shift is not successful for a reason other than that member's being "outbid" by seniority, the member will be given written notice of the reason by the appropriate supervisor.

- 1. Scheduling
 - a. Bidding for shifts is to be done at the discretion of the commander or designated supervisor.

- b. Should a member transfer to a different Sector or other assignment without transferring into a different position, he/she will temporarily work the same shift, hours, days, etc., as the member whose position he/she is filling, until the next time shifts are bid.
2. Shift Assignment
- a. Bidding for shifts will be based on the involved members' time-in-grade for a particular position/class. If two (2) or more members who are requesting one position also have equal time-in-grade, the selection will be made according to:
 - 1) Seniority; and
 - 2) The average of those members' most recent three evaluation scores.
 - b. Time-in-grade is determined using the date of a member's full-time hiring or promotion into the position currently held.
 - c. Special circumstances: All requests for exceptions to the process will be taken into consideration for review by the appropriate Commander(s). Requests must be in memo form through the chain of command, and must include a thorough explanation of the circumstances which the requesting member feels justifies an exception to the process. These requests must be submitted at the same time, and according to the same guidelines as members are bidding for shifts.
 - 1) Doctor's notes, school registrations, or any other such documentation that would support the request must be included with the memo.
 - 2) All requests must include exact dates and/or times regarding special needs or consideration.
3. Effects of Transfers within the Agency on Time-in-Grade:
- a. Sector-to-Sector Transfer: A member transferring from one Sector to another Sector, who does not change his/her position, maintains his/her time-in-grade.
 - b. The seniority date for time-in-grade for a non-certified employee who transfers into a certified special-risk assignment is figured from the date he/she becomes certified for the special-risk position.
 - c. The seniority date for time-in-grade for a part-time or reserve member who becomes a full-time paid member will be the date he/she becomes a full-time paid member.
4. Promotion: Effects of Transfers
- a. The seniority date for time-in-grade for any full-time paid member promoted will be the date that promotion transfer takes effect.
 - b. If, for any reason, a member does not successfully complete the probationary period in the new position, or voluntarily leaves that position at that time, or is demoted by a discipline process, he/she will automatically revert to the seniority for time-in-grade for the lower-ranking position.

Z. COLLECTIVE BARGAINING

- 1. The Sheriff will designate a principal negotiator for the agency at the time the bargaining team is formed. Other members of the agency's bargaining team will be designated by the Sheriff at the time and shall be non-bargaining unit members.

2. The final authority rests with the Sheriff to approve a negotiated agreement.
3. Human Resources will maintain a list of all bargaining units recognized by the Sheriff. This list will be made available to all members.
4. Negotiations are based on "good faith" with the member's recognized bargaining unit.
5. The agency will abide by the ground rules for collective bargaining that arise out of the collective bargaining process or labor arbitration. Impasse-resolving procedures are established and described per Florida Statute, Chapter 447.
6. Further the agency will abide, in both letter and spirit, by the negotiated labor agreement that has been signed by management, labor representatives, and ratified by the bargaining unit.
7. When a negotiated labor agreement is ratified by all parties, the Sheriff, or his designee, will;
 - a. obtain a written, signed copy of the labor agreement;
 - b. review and amend, if necessary, all written directives and procedures to coincide with the terms of the labor agreement; and
 - c. disseminate information relative to a new labor agreement, including modifications to existing agreements, to managers and supervisors of bargaining unit members.
8. It is the right of the Sheriff to unilaterally determine the purpose of the agency, set standards of services to be offered to the public and, exercise control and discretion over the Office organization and operations. It is also the right of the Sheriff to take disciplinary action for proper cause, and relieve its members from duty because of lack of work, or for other legitimate reasons.

AA. OFFICE-ISSUED BUSINESS CARDS

1. The Office will purchase the officially approved formatted business cards for Directors, Lieutenants and above, and one time for the Officer/Member of each quarter.
2. All officially approved formatted business cards shall be purchased through an approved vendor of the Monroe County Sheriff's Office. The purchasing information must be obtained through the Finance Division's Purchasing Agent.
3. Members of the Sheriff's Office may choose to purchase business cards at their own expense, but the cards must be printed in an officially approved format.

BB. NEW SHERIFFS PURSUANT TO FLORIDA LAW 89-410

1. When a newly elected or appointed Sheriff assumes office, the service of all personnel shall continue without the necessity of formal reappointment.
2. The incoming Sheriff shall have the option of maintaining the current personnel assigned to the rank captain and above or equivalent non-certified support position or transferring those personnel as described below.
3. If the incoming Sheriff fills any of the above positions with a new person, he/she shall be reduced to the rank of lieutenant or equivalent non-certified support position immediately and his/her salary reduced accordingly.

4. Following the election or appointment of a Sheriff, appointments of all personnel remaining at the pleasure of the Sheriff, and personnel in the classified service may be terminated by affirmative action of the Sheriff or his successor in office subject to the provisions of the Bill.
5. The Bill shall not be held or construed to create any property rights or any vested interest in any position in the classified service.

APPENDIX A

Chapter Nine

Physician's Statement Form

Monroe County Sheriff's Office
Physicians Statement
Work Restriction Evaluation

Patient _____ S.S.# _____ Date _____

Date of Injury _____ Return to Work _____

Duty Status: Full Time _____ Light Duty _____ MMI _____

Next Appointment Date _____

I have reviewed a copy of the member's job description and he/she is _____ capable or _____ not capable of performing the essential functions of the job.

Activities and Restrictions: (C)ontinuous (I)ntermittent Number of Hours _____

Sitting: C I Walking: C I Lifting: C I Bending: C I Standing: C I

Squatting: C I Climbing: C I Kneeling: C I Twisting: C I

Running: C I Distance _____ Duration _____

Lifting:#of Pounds: 0-10 11-20 21-50 51-75 >75

Hand Restrictions: None Simple Grasping Push/Pull Fine Manipulation

Reach/Work Above Shoulder: Yes No Use Feet: Yes No

Operate Motor Vehicle: Yes No

Temporary Restrictions: _____

Neuro Psychiatric Condition _____

Additional Rehabilitation Required _____

Recovery Degree _____ Total Work Hours/Day _____

Additional Comments _____

Physician's Signature _____

THIS FORM MUST BE RETURNED UPON THE MEMBERS RETURN TO WORK

(Revised 12/30/11) dam

APPENDIX B

Chapter Nine

Sick Leave Pool Application Forms

Monroe County Sheriff's Office

Sick Leave Pool Application

Name _____

Payroll I.D. # _____

Position _____

I wish to apply for membership to the Monroe County Sheriff's Office Sick Leave Pool. I hereby certify that my participation is voluntary and I have read and understand the rules which explain the terms and conditions of membership in the pool.

Signature

Date

I authorize an initial contribution of eight hours of sick leave to the pool and additional contributions of sick leave upon depletion of the pool.

Signature

Date

SICK LEAVE POOL REQUEST

To: _____ Date: _____
(Supervisor)

From: _____
(Agency Member)

_____ Home Phone _____ Work Phone

I respectfully request _____ hours from the Sick Leave Pool. I have read and understand the General Operations Manual, Chapter 9, Section 4 regarding the Sick Leave Pool. I meet all the eligibility requirements per Chapter 9, Section 4-a outlined below:

- Full time member of MCSO
- Completed 1 full year of appointment
- Sick leave balance must be 48 hours or greater
- Contributed 8 hours to the Sick Pool

I have attached documentation to substantiate the request, and understand that a telephone conference may be required.

To: Sick Leave Pool Committee Date: _____

From: _____ RE: _____
(Supervisor) (Agency Member)

I recommend _____ do not recommend _____ approval for use of the Sick Leave Pool.
If not recommended please indicate reason:

FOR BOARD USE ONLY

Date received: _____

Action: _____	_____	_____	_____
Human Resources Director	Date	Approved	Denied
_____	_____	_____	_____
Inspector General	Date	Approved	Denied
_____	_____	_____	_____
Finance Director	Date	Approved	Denied

Denial: _____

APPENDIX C

Chapter Nine

Hurricane Duty Exemption Form

REQUEST FOR EXEMPTION FROM HURRICANE DUTY

Name _____

Position _____

Sector _____

Marital Status _____

Dependent _____
Relationship/Age

Dependent _____
Relationship/Age

Dependent _____
Relationship/Age

Dependent _____
Relationship/Age

I am hereby requesting an exemption from the requirement to stay in Monroe County during a hurricane. I wish to be allowed to evacuate my dependents and myself when the order is given based on the following circumstances. I understand that the Review Board has the authority to approve or deny my request after review. I also, understand I will be required to use my vacation time if I am approved for hurricane exemption.

Members Signature _____ Date _____

Print Name _____

Commanders Recommendation (Mandatory) _____

Commander, Director or Supervisors Signature (Mandatory) _____ Date _____

Review Board Action:
Approved _____
Denied _____

Revised 12/30/11 dam