


ST. LUCIE COUNTY SHERIFF'S OFFICE

	<b>Amends:</b> G.O. 13.08 (02/15/11)	<b>Effective:</b> November 15, 2011	<b>General Order: 13.08</b>
	<b>Title: Sworn Off-Duty Details</b>		
	<b>Accreditation Standards:</b> <b>CFA:</b> 9.01, 9.02 <b>FCAC:</b>	<b>Attachments:</b> <b>FCN:</b>	

**CONTENTS:** This order consists of the following numbered sections:

- I. ADMINISTRATION OF SWORN OFF-DUTY DETAILS
- II. DEPUTY GUIDELINES
- III. CONTROL AND INSPECTION OF OFF-DUTY DETAIL WORK ASSIGNMENTS
- IV. CANCELLATION OF OFF-DUTY DETAILS
- V. PAYMENT AND INJURY/DISABILITY BENEFITS
- VI. GLOSSARY

**PURPOSE:** The purpose of this General Order is to establish guidelines for monitoring and controlling sworn off-duty details.

**SCOPE:** This order applies to all sworn members.

**DISCUSSION:** The responsibility of the Sheriff's Office is to ensure that sworn off-duty details are in accordance with Sheriff's Office policy, Florida law, and in the best interests of the community.

**PROCEDURE:**

**I. ADMINISTRATION OF SWORN OFF-DUTY DETAILS:**

- A. Sworn off-duty details will be authorized and made available in the Patrol Operations Division, Patrol Support Division, and Detention Administrative/Support Division. The nature of the detail will dictate which division will coordinate it. Each division commander, or designee, will be responsible for the approval, review, and management of their respective sworn off-duty details.
- B. All requests from public or private organizations for assignment of off-duty deputies must be made in writing, using the Application for Off-Duty Detail Services and submitted to the appropriate division commander or designee.
  - 1. All applications must be completed and submitted no later than 10 days prior to the requested beginning of the detail, unless waived by the Sheriff or designee.
  - 2. Off-duty detail applications from establishments that derive their primary revenue from the sale of alcohol and/or those seeking deputies to serve as "bouncers" will be denied.
  - 3. Request for security at private parties, dances, and ticketed events will be considered on a case-by-case basis.
  - 4. When off-duty deputies are needed on a routine basis for repetitive events, the Sheriff, or designee, may approve a "blanket" request for subsequent details.

5. Deputies will not solicit sworn off-duty details or enter into related work agreements with public or private organizations other than as provided for by this general order.
- C. The Patrol Operations Division is responsible for law enforcement operations at large public events, to include scheduling of off-duty details, unless otherwise directed by the Sheriff.
- D. All repetitive off-duty detail schedules will be posted in PowerDetails by the division coordinating the detail.
- E. The appropriated division commanders, or designees, will be responsible to oversee adherence to the established policies within this general order.

## **II. DEPUTY GUIDELINES:**

- A. Deputies who wish to engage in public or private sworn off-duty details will adhere to the following:
  1. Deputies will request a login and password to the PowerDetails software from their respective division administrator.
  2. Deputies will log into PowerDetails to view and/or select available details.
  3. Once a deputy applies for a detail in PowerDetails, it is that deputy's responsibility to work the detail.
  4. Cancellations will be requested in the PowerDetails program by the deputy working the detail. The detail will automatically be made available; however, the original deputy assigned is not relieved from the detail unless another deputy signs up for it.
  5. After working an off-duty detail, deputies must login to PowerDetails to complete the billing process.
  6. Deputy details will be made available to deputies only until the detail is listed as "open unrestricted" at which time anyone can sign up for the detail.
- B. Deputies who wish to sign up for off-duty details must be current with their annual in-service training.
- C. Deputies who have been injured or who have been placed on "light duty status," workers compensation, disability, on FMLA leave, or administrative leave will not engage in off-duty details.
- D. Deputies who have been on suspension or relieved of duties will not engage in off-duty details.
- E. Deputies will not jeopardize physical or mental health and will provide for not less than six (6) hours of rest within each twenty-four hour (24) period between 6:30 a.m. and 6:30 a.m. It will be the responsibility of the deputy's immediate supervisor to monitor the amount of hours worked per week to ensure the deputy's effectiveness.

**F. Discipline for Tardiness or Missing Off-Duty Details:**

- 1.** Deputies who arrive up to fourteen (14) minutes after the starting time of the detail will be considered tardy and will be subject to the following progressive discipline schedule:
  - a. First offense – Counseling and loss of off-duty details for thirty (30) days.
  - b. Second offense – Reprimand and ninety (90) days loss of off-duty details.
  - c. Third offense – One (1) day suspension and one hundred eighty (180) days loss of off-duty details.
- 2.** Deputies will be considered to have missed a detail if they arrive fifteen (15) minutes or more late for the detail. Deputies will complete the detail and will only be paid for the actual time worked at the detail. Deputies who miss an off-duty detail will be subject to the following progressive discipline schedule:
  - a. First offense - Counseling and ninety (90) days loss of off-duty details.
  - b. Second offense - Reprimand and one-hundred eighty (180) days loss of off-duty details.
  - c. Third offense - Suspension from one (1) to three (3) days and one (1) year loss of off-duty details.
- 3.** With respect to Section II, F, 1 and 2 above, deputies may be excused if they provide a reasonable explanation and it is approved by the on-duty shift supervisor.
- 4.** Progressive discipline will take effect should an additional offense occur within two (2) years of previous offense.

**G. Responsibilities Regarding Off-Duty Details:**

- 1.** Deputies working off-duty details will maintain the same standards of personal appearance, conduct, and performance as if they were on regular duty.
- 2.** Deputies accepting off-duty details will be responsible for prompt reporting and for full and faithful performance of all authorized assignments.
  - a. While working a detail, if the occasion arises for a deputy to make an in custody arrest, he/she will be responsible for all necessary forms, reports etc., in conjunction with the arrest. The deputy will be considered on duty when taking law enforcement action for all purposes other than pay which shall continue to be the responsibility of the contractor per Section V, A, 4.
  - b. A zone car will not replace the deputy at the detail in the event of an arrest. However, the deputy may request the Patrol Operations Division to transport the prisoner.
  - c. If a significant occurrence originates at the detail site which would require additional law enforcement assistance, the on-duty patrol supervisor may approve a zone car to respond and handle the call.

3. Deputies accepting off-duty details who fail to report and/or perform assigned duties may be suspended from any further off-duty details and subject to disciplinary action unless:
  - a. Sufficient notice of twenty-four (24) hours is given to allow assignment of another deputy.
  - b. A legitimate emergency, verified by a supervisor, prevented the deputy from working the detail.
  - c. Any deputy intending to cancel his assigned detail will be required to find a certified replacement to fill the detail and will be held responsible for the detail unless a suitable replacement has been verified with the division commander.
4. A deputy who trades or obtains a substitute for an off-duty detail must utilize the cancellation system within PowerDetails. Failure to utilize PowerDetails for this purpose will leave the original assigned deputy responsible for the detail and subject to disciplinary action if the substitute deputy fails to report for duty.
5. The assignment of off-duty details are on a first come, first serve basis, and is strictly voluntary on the part of the deputy. However, a deputy is obligated to work the detail he/she has signed for at the appointed hour.

**H.** Use of Sheriff's office uniforms, equipment, and vehicles will be permitted.

### **III. CONTROL AND INSPECTION OF OFF-DUTY DETAIL WORK ASSIGNMENTS:**

- A.** A minimum number of deputies, as determined by the Sheriff's Office, per number of attendees at an event are required for safety reasons.
- B.** Requests for the assignment of five (5) or more deputies will require the assignment of an off-duty supervisor.
  1. One (1) sergeant will be required for each group of five (5) to ten (10) deputies.
  2. Two (2) sergeants will be required for groups of eleven (11) to twenty-one (21) deputies; one (1) lieutenant and two (2) sergeants for twenty-two (22) to thirty (30) deputies, etc; further assignments are to be determined by the division commander.
- C.** Deputies working off-duty details will be subject to inspection by supervisors and staff officers of the Sheriff's Office. Violations of Rules and Regulations or General Orders will be cause for suspension from any further off-duty details and/or disciplinary action.

### **IV. CANCELLATION OF OFF-DUTY DETAILS:**

- A.** The Sheriff's Office reserves the right to cancel off-duty details without notice and to recall deputies for official duty when necessary for community safety.
- B.** The Sheriff, or designee, may revoke any detail that is determined to be a conflict of interest or creates a liability to the Sheriff's Office. Revocation may be in written or oral form.

**V. PAYMENT AND INJURY/DISABILITY BENEFITS:****A. Payment:**

1. Contractors will be responsible to pay the Sheriff's Office in advance for off-duty deputy services, unless otherwise authorized by the Sheriff or designee. If payment is made by a personal or business check, the person signing the check must deliver the check and present a valid form of identification.
2. Deputies will receive a minimum fee of three (3) hours pay for any work detail of less than three (3) hours duration.
3. If the contractor cancels the request for a detail, there will be no charge for said cancellation unless insufficient time is allowed to contact the deputies assigned. In the event deputies arrive for a detail, a cancellation charge of three (3) hours per deputy will apply.
4. Contractors may be responsible for paying deputies for additional hours worked (up to 3 hours) resulting from, or made necessary by the off-duty detail such as, but not limited to, arrest, prisoner booking, and report writing.
5. Deputies will only receive payment from the Sheriff's Office unless otherwise authorized by the Sheriff or designee.
6. The decision to post a last minute detail as "cash" will be on a case by case basis and must be approved by the appropriate division commander.

**B. Off-Duty Work Injury/Disability Benefits:** Deputies will be deemed to be acting within the course and scope of their official duties while fulfilling detail assignments and are eligible for on-duty injury benefits and Florida Retirement System disability benefits regardless of scheduled work hours or pay status.

**VI. GLOSSARY:**

DEPUTIES - All sworn deputies of the Sheriff's Office.

DETAILS - The performance of sworn activities involving traffic and/or crowd control, or security assignments for a public or private organization as approved and authorized by the Sheriff or designee.

NON- SWORN EMPLOYMENT - The performance of activities which are in no way dependent upon the uniform and/or authority of a St. Lucie County regular or reserve deputy.

POWERDETAILS - An intranet based software program utilized for the management of sworn off-duty details.

PROHIBITED EMPLOYMENT - The performance of activities specifically prohibited by law or official policy of the Sheriff's Office, to include:

1. Employment involving the sale or distribution of alcoholic beverages.
2. Employment involving bail bond agencies.
3. Investigative work for attorneys, insurance companies, collection agencies, or security firms.
4. Employment as private watchmen, private guards, or private store detectives other than uniformed law enforcement related employment.
5. Any other employment which adversely affects the performance of official duties, or which creates a conflict of interest in violation of Florida law (i.e., sale of burglar alarms, etc.).

**INDEXING:**

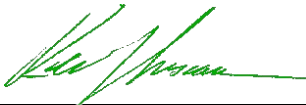
DETAILS

OFF-DUTY DETAILS

SWORN OFF-DUTY DETAILS

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DRAFTED BY: jdr/lkt October 10, 2011



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**Sheriff Ken J. Mascara**