


Monroe County Sheriff's Office

General Order

CHAPTER: 9		TITLE: Conditions and Benefits of Work
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 <hr/> Sheriff of Monroe County		

I. PURPOSE

The purpose of this directive 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 employees 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 All or a part of this policy may be superceded by a collective bargaining agreement entered into between the Sheriff and a recognized collective bargaining unit.

III. Definition

A. Sheriff – means the Sheriff or the Sheriff's designee, unless specifically stated otherwise.

IV. POLICY AND PROCEDURE

A. Photo Identification Cards

1. Civilian Employees - 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 Employees - will be provided a clip on and wallet photo identification card

a. Features – identification cards will note if the employee is or is not authorized to carry a firearm and will incorporate features making copying difficult.

1. Firearms Authorized

a. **On and off duty – For certified employees authorized to carry firearms. ID will display "Sworn – Firearms Authorized".**

b. **On duty only – For certified employees 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. **Employees must maintain firearms proficiency as defined by MCSO regulating policy. Failure to do so will forfeit this privilege. The employee 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 unless engaged in covert duties.**
 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.**

(Effective March 9, 2009)

B. Leave of Absence/ Time Abridgement

1. Leave of Absences will not be granted where the employee 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 employees upon return to active employment with the agency.

C. Time Sheets/Record Keeping

1. Each employee 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 employees supervisor and commander are responsible to review their time sheet.
3. Instructions for filling out a time sheet are provided on the form itself.
4. Falsification of any attendance or leave record(s) shall be cause for withdrawal of a employee'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 employee’s immediate supervisor who, if unable to answer the question(s), will then contact the payroll clerk in Finance.

D. 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.

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 in the request 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 employee'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 employees 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 171hours - 28 days
 - 2) Non-Sworn 40 hours - 7 days
- b. Comp Time - Employees 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 K.4. Compensatory Leave below for a detailed explanation.)
- c. Leave and Overtime Provisions

- 1) 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 employees 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 employees 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.
(Effective 1-10-2007)
- 3) Specific Documentation on Time Sheet
 - f) All pre-approved overtime will be documented on the timesheets face and an overtime approval form will be attached to the timesheet.
 - g) Overtime for court and deposition appearance will be documented on the timesheets face and the subpoena will be attached to the timesheet.

4. Acting Supervisor Compensation

a. Regular Employees

- 1) If a employee 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 employee's supervisor.
- 2) Hours worked as A/S or FTO must be recorded on the employee's time sheet and signed 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 Employees

- 1) Employees 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) Employees 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.

E. Longevity Program

1. A longevity award will be paid to employees 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.
4. The longevity award will be paid in the second payroll of September to coincide with the end of the fiscal year.
5. Employees must be employed when the award is paid. No prorated benefits will be paid to employees who leave the employment of the Sheriff's Office prior to the awards payment.

F. Educational Incentives

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

G. Retirement Provisions

1. All full-time and paid part-time Sheriff's Office employees participate in the Florida Retirement System at no cost to the employee. The system provides income to the employee and their family, when they retire, become totally and permanently disabled, or die prior to retirement.

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: <http://www.FRS.state.fl.us/frs>

H. Health Insurance

Health insurance is available to all employees of the Office through the Monroe County government. Actual benefits and costs to the employee 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 dependant coverage is also available.

I. Death Benefits – Law Enforcement Officers

The Risk Management Officer will compile a synopsis of death benefits available to employees, 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.

J. Holidays

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**
- h. Veteran's Day
- i. Thanksgiving
- j. Day after Thanksgiving
- k. Christmas Day

(Effective 11-16-2006)

1. Employees 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
2. The remaining holidays shall be credited to the employees vacation balance as the holiday occurs. The number of hours credited will be based on the number of hours in the employees regular shift.
3. All other employees shall receive compensation for the holidays as they occur.
4. Due to unusual operational needs the Sheriff may, at his discretion, approve a variation in the holiday schedule for employees; the number of holidays approved, however, shall not exceed the number of holidays authorized by this directive.
5. 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.
6. Should the holiday occur during personal leave, the employee will not be charged with leave for that day.
7. 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.

K. Wellness Award

1. The Wellness Award is intended to reward employees for superior attendance and as an incentive to increase the effectiveness of the Agency.
2. Eligibility
 - a. In order to receive the award, the employee 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 employee must have been employed for the entire fiscal year and,

- c. Employees on workers' compensation, on family medical leave, leave without pay, on administrative, or in the academy do not qualify for the award.
- d. Employees 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.
- e. 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.
- f. 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:

\$1,000/\$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
Medical Officer	Laundry Officer

\$300 Level

Law Enforcement and corrections sworn non-exempt employees not mentioned above, to include

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

\$100 Level

All administrative personnel and all FSLA exempt employees

\$50 Level

School Crossing Guards.

- 3. Award Presentation: The award will be paid, at the latest, in September.

L. Leave

1. Annual Leave

a. Accrual Rates

Annual leave is accrued according to the number of years in service and class of the employee. 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) Employees 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.
- 3). Except in the case of an emergency in which there is insufficient time for a employee to obtain supervisory approval before the beginning of the leave. In the case of an emergency the employee 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 employee's supervisor of the situation.
 - a) When prior approval cannot be obtained by a employee because of an emergency, the employee's immediate supervisor may request the following:
 - (1) The employee may be granted leave, provided the employee has sufficient accrued credits to cover the absence, or
 - (2) The employee may be placed on leave without pay for the duration of the absence.
 - (3) Should the employee fail to report to work, without cause, for an absence of three (3) consecutive workdays, that employee will be considered to have abandoned his/her position and to have resigned from the Sheriff's Office.

c. Unauthorized Leave

- 1) Should a employee's request for leave be disapproved, and the employee disregards this disapproval and takes unauthorized leave without notice, his/her supervisor will place the employee on leave without pay.
- 2) After an unauthorized leave reaches three (3) consecutive workdays, the employee will be considered to have abandoned his/her position and to have resigned from the Sheriff's Office.
 - a) If such a employee 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 employee 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 employee may use any or all of the accrued leave time that is reflected in his/her accrued account. At no time may a employee go into a negative balance unless specific approval is given by the Sheriff.

e. Donation of Annual Leave

- 1) A employee may donate all or any part of his/her accrued annual leave or compensatory leave to any other employee, under the following guidelines:
 - a) A employee receiving such a donation must have exhausted all of his/her accrued leave time, and must receive approval from his/her supervisor prior to taking the donated leave.
 - b) A employee who wishes to donate annual leave time to another employee 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.
 - c) The Payroll Officer will compare the donating employee'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.

(1) Example 1: A employee whose hourly rate of pay is \$10 donates eight (8) hours to a employee whose hourly rate of pay is \$5.

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

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

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

2) Unused Banked Annual Leave

Based on the annual leave report for the last pay period ending in September, all hours in a employee's annual leave account over two hundred forty (240) hours will be moved into his/her sick leave account, unless other arrangements are made and approved by the Sheriff for those hours.

3) Payment of Earned Annual Leave

- 1) A employee 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 employee's current hourly rate of pay.
- 2) In the case of the death of a employee, payment for unused annual leave at the time of death shall be made to the employee'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 employee 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 employees 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) Employees 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 employee shall continue to earn sick leave credits.
- 4) Sick leave earned during any period shall be credited to the employee on the last day of the period or, in the case of separation form the Office, on the last day the employee is on the payroll.
- 5) There shall be no limit on the number of hours of unused sick leave a employee may accrue.
- 6) Any employee 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 employee, 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 employee 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 employee or their immediate family.
- 3) Notification of absence due to sick leave use shall be given to the employee's supervisor or the on duty supervisor as soon as possible.
- 4) Upon request, an employee shall be allowed to use accrued sick leave credits as provided in this section.
 - a) Prior to authorizing a employee to use sick leave credits, the Sheriff or Sheriff's designee may require the employee 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 a medical certification of the employee's illness before authorizing any additional use of sick leave credits by the employee.
 - c) If a medical certification furnished by a employee is not acceptable to the Sheriff, the Sheriff may require the employee to submit to a medical examination paid for by the Office.
 - d) If a employee's health is evaluated as unfit for work, only the Sheriff may allow the employee to use accrued sick eave credits until such leave has been exhausted or until the employee is able to return to work, whichever occurs first. If such a employee is unable to return to work after all sick leave has been exhausted, the employee may be allowed to use any accrued compensatory and/or annual leave credits before being placed on leave without pay.
 - e) Any employee who refuses to comply with these rules shall not be eligible to use accrued sick leave or other leave credits.
- 5) A employee who becomes ill while on approved annual leave shall be allowed to use accrued sick leave to cover the period of illness; a employee 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) A employee who has accrued compensatory leave may be allowed to first use such leave before using accrued sick leave credits.
- 7) 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) It is the policy of the Sheriff's Office to pay up to 480 hours (25%) for accumulated and unused sick leave to each employee upon normal or regular retirement (for reasons other than disability) or upon termination of appointment, or to his beneficiary in the event of the employee's death, provided such retirement, termination or death occurs after ten (10) years of creditable service with Monroe County.
 - 2) If a employee becomes permanently and totally disabled while working in-the-line-of-duty, the employee will receive 25% of their sick time, up to 480 hours, upon resigning from the agency regardless of their time served.
 - 3) All rights and benefits under this directive shall be forfeited by any employee, 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 an employee'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.
 - g) Compensation for unused sick leave shall be determined in a like manner as set forth in Chapter 110.122(3) of the Florida Statutes:
- 4) The payments authorized by this section shall be determined by using the rate of pay received by the (employee) at the time resignation is tendered, notice of retirement, termination, or death, applied to the sick leave time for which the (employee) is qualified to receive terminal "incentive pay" under the rules adopted pursuant to the provisions of this section. Payment will be made in accordance to F.S.S. 110.122(3)

3. Sick Leave Pool

a. Membership and Participation

- 1) In order to be eligible for membership in the sick leave pool, an employee must:
 - a) Be a full-time employee of the Monroe County Sheriff's Office; and
 - b) Have completed one full year of appointment; and
 - c) Have a minimum of forty-eight (48) hours of sick leave accumulated at the time of application and;
 - d) 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 employee may withdraw at any time by written notice to the administrator. Any sick leave contributed by the employee to the sick leave pool is forfeited by the employee to the pool. Upon withdrawal or expulsion from the pool, the administrator shall immediately amend the roster of participating employees.

- 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 employee may be subject to Office discipline.
- 4) Hours contributed to the pool are for use by all pool employees. 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 employee 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 employees, based on the pool's history.
 - a) All annual and sick leave hours accrued during a employee'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 employee a full pay check.

Example: A employee 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 employee 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 employee 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.
- 5) If the employee 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 employee 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.
- 6) If the employee 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 employee 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) 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

- e) Report annually to all sick leave pool employees the number of hours in the pool at the beginning and close of the fiscal year, the total number of hours used during the year, and the number of employees who withdrew hours from the pool.
 - 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 employees.
 - 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 employee 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 employee'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 employee.
- e. Use of Sick Leave Pool
- 1) The employee 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 employee's Commander.
 - 3) The applicant will be notified in writing of the decision of the committee.
 - 4) A employee who is on leave without pay shall not be eligible to receive sick leave time from the pool.
 - 5) No employee 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 employee 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 employee 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.

4. Compensatory Leave

- a. Comp Time - Any hourly employee 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 employee 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
- c. All employees may accumulate up to a maximum of forty eight (48) hours in their Comp Bank. Since compensatory time is accumulated at time-and-a-half, this is only thirty-two (32) hours 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.
- d. Due to the nature of the position, SRO's are allowed to accrue up to 100 hours.
- e. 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 (1.5) 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).
- f. Nothing in this section will prohibit the Sheriff from exercising his/her right to enter into written agreements with employees, 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.
- g. Reduction of Banked Time — Compensatory hours banked by employees should be used to supplement other leave the employee may use or be used independently to take time off at the employees discretion.
 - 1) Any employee promoted to an exempt position is required to use banked comp time before vacation time, since the employee 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 employee; at the same time, however, a employee 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 employee 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 employee fails to reduce their banked time after thirty days the supervisor may order the employee to; in increments of not less than one-half the employees 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. Employees 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 employee's child; upon placement of a child with the employee for adoption or foster care; when the employee is needed to care for a child, spouse, parent or a domestic partner who has a serious health condition; or when the employee 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) calendar weeks (see below schedule), and the Sheriff MUST approve any additional time. Leave time will be calculated based on the employee'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. Employees 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 employee must:

- 1) Have been employed for twelve (12) months prior to request.
- 2) Worked at least 1250 hours (full time employees) or 625 hours (part time employees) 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 employee 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. Employees are entitled to twelve (12) weeks of family and medical leave during any twelve-month calendar period.
- j. Employees will be required to provide a doctor's certification of the serious health condition, which necessitates the leave request.
- k. A employee who takes leave will be able to return to the same position or a position with equivalent status and pay.
- l. 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.
- m. Benefit hours (sick/vacation) will not accrue during periods of leave without pay.
- n. Intermittent or reduced schedule leave will be permitted to care for spouse, parent or child with a serious illness or if the employee themselves has a serious illness.
 - 1) The smallest unit of intermittent leave will be one hour.
- o. Bargaining Unit Employees
 - 1) On-duty Injuries
 - a) The employee will be carried at full pay for a period of 90 days. After 90 days, the employee 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 employees. 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 employee is unable to return to work after FMLA is exhausted, the employee 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 employee must have a minimum of 25 hours per week in order to maintain full-time status
 - d) When an employee 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 Employees
 - 1) On-duty Injuries
 - a) The employee will be carried at full pay for a period of 90 days. After 90 days, the employee 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 employees. 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 employee 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 employee may use accrued comp, sick or vacation time, apply to the Sick Leave Pool or use donated vacation hours from fellow Office employees.
 - b) The employee must have a minimum of 25 hours per week in order to maintain full time status.
 - c) When an employee 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 employee does not intend to return to work, the employee is obligated to submit a timely resignation prior to requesting any form of leave.
 - r. Employees 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 Employees - 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 employees may use Family Medical Leave as may be applicable.
 - b. Pregnant employees 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 employee may elect to work to the full term of the pregnancy if medically capable of doing so.
 - d. Pregnant employees 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 employee's pregnancy advances to the stages of needing them.
7. Military Leave
- a. Employees of the Sheriff's Office who are employees of the United States Armed Forces Reserve or the Florida National Guard will receive administrative leave with pay, up to seventeen (17) calendar days in any fiscal year, for monthly training, annual field training and active duty service. The employee will retain military earnings.
 - b. For monthly training, a employee 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 attached to the employee's timesheet that includes this leave.
 - c. For annual training, a 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 will shall be forwarded to Payroll.

- d. If ordered to active duty, the employee 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 seventeen days, or portion thereof, leave without pay will be granted extending ninety (90) days beyond the date of separation from the military service.
- e. Employees separated from the military service must request reinstatement within ninety, (90) days of discharge. The Office may require the returning employee to undergo a physical examination and psychological examination by licensed professionals accordingly, to determine fitness to perform the duties of the position.
- f. Employees will receive credit for unused leave benefits accrued prior to military leave upon reinstatement to the position.
- g. In the event a employee volunteers for, or accepts, an additional tour of military duty, all Office reinstatement rights will be forfeited.

8. Administrative Leave

a. Court Attendance

- 1) Employees 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) Employees 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) Employees will record this time on their time sheets as "administrative leave with pay".
 - (2) Employees 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 employee 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 employee has to remain longer than the scheduled hours.
 - (4) Mileage paid by the Court system shall be reimbursed to the employee at the rate paid on the Court's check only if the employee used his/her personal vehicle.
- b. Sheriff's Office employees 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 employees 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) Employees shall record their Court appearances during designated duty hours on their time sheets as "administrative leave with pay"; employees appearing in Court during their off-duty hours shall record the time on their time sheets as "pre-approved overtime".

- (2) Employees 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 employee.
 - (3) If a employee 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 employee 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 employee 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 employee as part of his/her official duties within the Office.
 - d. Voting Privileges - Employees 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 employee 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 employee's immediate family, a employee may be granted administrative leave with pay until the deceased's family employee has been interred or cremated. 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 or domestic partner (if a "domestic partnership resolution" has been established and is on file with Monroe County and verified by the Human Resources Division); an "in-law" is considered the same as a relative by blood.
10. Emergency Leave - For emergencies a employee may be granted annual leave or compensatory leave. If none is available in the employee's account, he/she may draw upon future accruals IF approved by the Sheriff.

M. Hardships Committee

- 1. Request for payment of accrued annual leave to cover the cost of financial hardships will be reviewed by a committee to determine if such payment is appropriate.
- 2. The Committee is comprised of:
 - a. Executive Director of Finance
 - b. Inspector General
 - c. Executive Director of Human Resources
 - d. **Commander of Professional Standards – To serve as an alternate when a committee member is absent from work or the request is by a Board member or an immediate family member of a Board member.**
- 3. Defined Hardships are, limited to expenses incurred for:
 - a. **Death of family member which the employee is responsible for funeral expenses**

- b. Child education tuition
- c. Unexpected large expense
- d. Down payment for a primary home purchase
- e. Renovation or addition to home
- f. Excessive bills (Requires credit counseling)

4. Request Procedures

- a. Any employee who has been employed for one year or more and has accrued annual (vacation) leave in excess of 40 hours may submit a request to the Hardship Committee. (Compensatory leave is not eligible)
- b. Request forms are available from the Human Resources Office or Outlook Public Folder.
- c. The request form must be completed and returned to the Human Resources Office with all **justifying** documentation attached. **Justification documentation includes, but is not limited to, actual invoices from health care providers or other service providers, creditor invoices, real estate contracts, contractor contracts, tuition invoices, funeral expense invoices.**

5. Limitations

- a. Under normal circumstances, employees may make only one request per fiscal year to the Hardship Committee. Exceptions to this rule will be considered by the Hardship Committee on a case-by-case basis. **The recommendation of the Committee will be forwarded to the Administration Bureau Chief for approval.** Examples of circumstances qualifying for exemption to this rule would be hurricane losses, death of a spouse or chronic illness.
- b. **Any request made within three years of a previous request, will be reviewed by the Committee, which will make a recommendation. The recommendation will be forwarded to the Administration Bureau Chief for final consideration.**
- c. Employees may not request to sell the entire amount of accrued annual leave. Employees must maintain a minimum of 40 hours of accrued annual (vacation) leave.

6. Request Review

- a. When a request is received, the Executive Director of Human Resources shall notify the other two Committee members **and provide them** with all the supporting documentation.
- b. Any Committee employee may **require** additional information / documentation from the employee.

7. Approved Request

- a. Approved request will be given to the Finance Director for processing.
- b. Processing will normally occur during the next available pay cycle
- c. Under emergency situations funds may be distributed as soon as is practical.

8. Employee Responsibilities

- a. **Within 60 days of receipt of hardship funds, employees are required to provide the Executive Director of Finance with a cancelled check as proof the funds were**

expended for the purpose as documented in the request. Regardless of the method of payment utilized by the employee, it is the responsibility of the employee to provide conclusive proof that payment was made in accordance with the hardship request.

b. Hardships granted due to excessive bills

- 1) **Require the employee seek and complete credit counseling within 6 months of receipt of hardship funds.**
- 2) **Employees must provide the Executive Director of Human Resources and Executive Director of Finance proof of completion of mandatory credit counseling.**

Employees who fail to comply with these requirements will not be considered for hardships in the future.

9. Denied Request

- a. The Human Resources Executive Director will notify the requesting employee in writing with an explanation when a request is denied.
- b. **If an employee feels their request was denied unfairly they may address a memo to the Administration Bureau Chief for further consideration. The Executive Director of Human Resources will provide the complete request documentation for the Chief's consideration.**

(Effective 11-16-2006)

10. Reporting Requirements –

- a. The **Executive Director of Finance** will provide the Sheriff via the Chain-of-Command a quarterly report of request received, approved or denied and amount of funds distributed.
- b. The quarterly report will be maintained to monitor continual request by employees
 - 1) Such continual request may be an indication of a larger problem, which needs to be addressed for the health and welfare of the employee.
 - 2) The Committee will bring such noted situations to the attention of the appropriate commander and the Inspector General will note as part of the early warning system.

N. DROP Retirement / Re-employment

Revised 08/19/2009

Employees 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. Conditions of DROP Re-employment:

- a. The employee retires under the conditions of the DROP Program.
- b. Employees are eligible for re-employment with the Office with the following conditions:
 - 1) The employee must be separated from the Office in a retired status for the statutory minimum length of time.
 - 2) The employee is considered a new applicant.
 - 3) Employees retiring under DROP do not retain any rank at time of retirement.

- 4) The retired employee 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 employee 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. Employees may apply for open positions, for which they are qualified and have successfully completed the required training and testing.
- 7) The employee 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 employees 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 employee.
- 10) Re-employed employees 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 employee's re-hire will govern the terms of that re-hire.

O. Hurricane Duty

1. Exemption for Certified and Essential Employees

- a. All certified and essential employees are required to remain on duty in the event of a hurricane.
- b. However, if there are extenuating circumstances, the Office will consider requests for exemption from Hurricane Duty.
- c. Extenuating circumstances may include, but are not limited to: (must provide proof)
 - 2) Single parent households where the other custodial parent lives outside Monroe County
 - 3) Primary care givers for elderly parents
 - 4) Medical condition precluding Hurricane Duty – must be certified by a physician each year.
 - 5) Households, with dependents, in which both spouses are certified / essential employees of the Office.
- d. Exemption Forms – are available from Human Resources and will be distributed by May 1st each year. (See Appendix C)
- e. The Exemption Form must be completed, reviewed and signed by the employee's commander and returned to Human Resources by no later than May 21st each year.

- f. 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**
Revised 07/10/09
 - g. The Committee will review the request. Any Committee employee may request additional information from the requesting employee.
 - h. Decision Notification
 - 1) The Committee will provide a list of approved and denied exemption request to the Sheriff for dissemination to all Commanders.
 - 2) The Committee will provide a written notice to the employee if the request was approved or denied prior to the last week in May.
 - i. Certified or essential employees 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.
 - 5) If the employee wishes to submit an exemption form, the form must be returned within 10 days of receipt for review by the Committee.
 - j. Employees Granted an Exemption
 - 1) Employees granted a Hurricane Duty Exemption will be released from duty as soon as a Mandatory Evacuation Order has been issued.
 - 2) Exempted employees 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.
 - 6) Once a employee 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.
 - k. Employees 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.
2. Non-Sworn Employees Required to Remain During Storm – Compensation
- a. Communications employees and Airport Security Technicians, due to the necessity of their position and job function are required to stay during a hurricane event. Communications employees and Airport Security Technicians will receive additional salary at the rate of \$150 per regular shift worked. The period of additional compensation will begin when a general evacuation is ordered and continue until the Sheriff requires all employees to report for normal office operation.

- b. Non-essential Employees required to work by the Sheriff or his designee, after a general evacuation has been ordered, will be compensated at their regular rate of pay for the time worked. An additional amount of hours commensurate with the number of hours actually worked, not to exceed the normal number of hours per shift, shall be credited to the Annual Leave (Vacation) bank.

3. Non-Sworn Employees Not Required to Remain During Storm

- a. Employees will be released from duty as soon as a Mandatory Evacuation Order has been issued or the Sheriff decides to suspend administrative operations.
- b. Employees 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 employee be unable to contact their direct supervisor they are required to continue up their chain 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 employee.

1. Medical Care / Internal Notification

- a. Should a employee become injured while on duty, it shall be the employee's supervisor's responsibility to:
 - b. 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" (III,O,2) below

c. Non-Emergency Cases

- 1) In non-emergency cases, the supervisor will notify his/her Division Commander and/or Director, and the Sheriff's Office Risk Manager of the employee's injury(s).
- 2) Prior to a physician visit, if necessary, the employee must contact the Risk Manager to obtain authorization and the name of the designated physician for the treatment.
- 3) Workmen's Compensation Notification – see "Workmen's Compensation Notification – Written" (III,H,2) below
- 4) This is to include exposure to blood borne pathogens.

2. Workmen's Compensation Notification – Written

- a. The supervisor of any employee 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 - Division of Worker's Compensation, form# LES Form DWC-1 (11/94)
 - 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 employee 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 employee's time sheet.
 - d. Any physical condition that is self-inflicted, caused by negligence of the employee, due to violation of Office safety rules, or caused by another person for reasons personal to the employee 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 employee's ability to perform meaningful duties within the Office.
 - f. Compensation During Disability Leave
 - 1) Employees sustaining a service connected injury, shall be compensated in the following manner:
 - a) 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 employee's recovery and ability to return to work. In no case shall the employee's salary and workers' compensation benefits exceed the amount of the employee's regular salary requirements.”
 - (1) Employees 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.

- b) For all other injuries, the Monroe County Sheriff's Office will pay the difference between workers' compensation benefits and the employee's regular salary, taking into account the tax-free nature of workers' compensation benefits, for a period of 90 calendar days after injury.
 - (1) After 90 days, an employee may elect to receive payment of the difference between workers' compensation and the regular salary of the employee 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
- g. When the employee has exhausted all available leave or has been out for a period of six months the employee will receive only the Worker's' Compensation benefits and their position may be filled.
- h. Under no circumstance will an employee be allowed to sell accrued leave to earn in excess of their normal bi-weekly pay without the approval of the Hardship Committee.
- i. Any check(s) received by the employee from the Monroe County insurance carrier for wages are not to be cashed by the employee, they shall be marked "Make Payable to MCSO" and endorsed by the employee and promptly forwarded to the Finance Division.
- j. Personal leave and other benefit credits will continue to accrue during any period of time a employee 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 employees 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 employees rights under the Family and Medical Leave Act or the Americans' with Disability Act.
- 2. Eligibility is restricted to those employee's 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 employees) or 625 hours (part time employees) in the past 12 months prior to the request.
- 3. If the employee is not eligible he/she may use all available accrued leave.
- 4. When all leave is exhausted the employee must return to full duty. If the employee 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 employee's light duty assignment the employee's salary and accrual rates will remain the same.
 1. The employee 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 employee's functional limitations and provide an expected date the employee 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.
 2. 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.
 3. Human Resources will notify the employee and the Commander/Director of the light duty assignment identified.
 4. If a light duty assignment can not be identified the employee will be notified and may discuss leave options with their immediate supervisor.
 5. Employees 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 employee 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.
 6. Sworn employees on light-duty shall not take any law enforcement actions.
 7. The employee will be required to use his/her accrued leave time for medical appointments while on light duty. If the employee does not have any accrued leave time the leave will be without pay.
 8. The employee 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.
 9. If at the end of the 90 days light duty assignment the employee is not able to return to their normal duty assignment he/she may:
 - a. Use accrued leave, compensatory time, and/or apply to the sick pool.
 - b. 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 employees and their families in cases of injury or death may be directed to the Monroe County Employee Benefits Division. Employees should refer Chapter 53 ("Victim / Witness") and Chapter 37 ("Line-of-Duty Death").

S. Liability Insurance

It is important that the Sheriff's Office have 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. **Property Damage Claims** - With regard to property damage claims, the MCSO is a self-insured agency.
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 16.3.7, 22.2.2d; FCAC 3.05]
(Effective 6-8-2009)

T. Resignation Policy

1. When any employee 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 employee 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 employee 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 employee 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 employee 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 employee did follow office policy in this matter.

5. Employees 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. Physical Examinations - Once annually, each sworn employee will undergo a physical examination by a licensed physician.
 - a. Each sworn certified employee shall consider his/her initial date of appointment as the date for his/her annual physical examination. Employees become eligible for this program one calendar year from their dates of hire.
 - b. The Human Resources Division shall notify each employee at least four (4) weeks prior to his/her anniversary date that the employee is due for the annual physical examination. Along with the notification, the "Physical Examination Form" required by the Office will be forwarded to the employee.
 - c. The Sheriff's Office contracts with doctors' offices that will perform these physical examinations at no cost to the employee. Employees are encouraged to take advantage of this arrangement, but may use other doctors of their own choosing; should a employee elect to use a doctor other than one with which the Sheriff's Office has a contract, that employee is responsible for payment to that doctor's office, and the following procedures must be followed:
 - 1) The employee must have his/her physician complete the required Office form.
 - 2) The employee must sign, date and submit the invoice from the physician. By signing and dating the invoice, the employee is certifying that he/she did expend funds for the examination.
 - 3) The employee 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 employee 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.
2. Physical Fitness Center (Gym) - Physical fitness centers are located in the Lower, Middle and Upper Keys.
 - a. Eligibility - All fitness centers are available to Monroe County Sheriff's Office employees, Monroe County employees 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. 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 employee 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 employees and the general public.
2. The Office shall reserve the right and the authority to require all employees to submit to toxicology testing designed to detect the presence of any controlled substance, narcotic, or drug. The Office agrees that requiring all employees 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 employee 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 employee 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 employee's assignment and exposure to such enumerated substances shall be considered.
(Effective 10-2-2006)
4. A employee'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 employee 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 employees covered by this policy in any fiscal year.
 - b. No employee 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 Section III.,T.,2.
 - 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 employee has tested positive after his/her medical interpretation of the results.
7. Selection of Employees to Be Tested

- a. All employees 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. Employees 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 employee fail to comply with the instructions to provide a urine sample within the prescribed time, the Sheriff's Office may require that the employee submit to hair collection and testing a specimen collection site or laboratory. If a hair test is necessary because of a employee's failure to comply with instructions regarding a urine sample within the specified period of time, the employee in question is responsible for any/all charges or costs associated with the hair test.
 - c. All employees will be scheduled for such examination while on duty if possible. In other cases, the employee will be given compensatory time for the test.
 - d. All employees 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 employee 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 employee. 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 employee of the Monroe County Sheriff's Office.
 - d. Specimens will only be identified by use of a bar code and the employee's associated numbering. The employee's proper name will not appear on any reports or other documentation including specimen containers. The employee 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. In such situations, the employee may be required to submit to an additional random screening not more than twice within a six (6) month period.

11. Disciplinary Action

- a. Employees who test positive for controlled substances in accordance with the guidelines enumerated in this policy will be subject to termination.
- b. Employees 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 ten (10) 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

W. Alcohol Testing

- 1. The Sheriff recognizes that alcohol abuse by a employee 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 employees, and the general public.
- 2. The Office shall have the right and authority to require all employees to submit to alcohol testing designed to detect the presence of any alcohol. The Office agrees that requiring all employees to submit to testing of this nature shall be limited to those circumstances in which the Office has reasonable suspicion that the employee 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 employee tests positive, the results of said test will be maintained according to Office policy. In all investigations relative to this section, the employee's assignment and exposure to alcohol shall be considered.

4. A employee'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 employees covered by this policy each fiscal year.
 - b. No employee 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 Section III. T- Toxicology Testing (10, b,c)
 - 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 employee has tested positive after the Medical Review Officer's (MRO) interpretation of those results.
7. Selection of Employees to Be Tested
 - a. All employees 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. Employees are required to provide specimens as directed within twenty-four (24) hours of notification.
 - c. Employees 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 employee's proper name will not appear on any reports or other documentation including

specimen containers. The employee 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.
- d. In situations described in 10.,c. (immediately above), the employee may be required to submit to additional random screening not more than twice within a six (6) month period.

11. Disciplinary Action: Employees 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 employees shall be maintained so that work can be performed efficiently and without personnel shortage caused by excessive sick leave.

1. All certified employees must pass physical examinations prior to employment and are thus presumed to be physically able to perform their job responsibilities when hired. All employees are expected to maintain their physical abilities to perform their assigned job functions.
 - a. Pre-employment physical and psychological exam requirements are addressed in Chapter 6 Recruitment and Selection: III, D, 5, h & i. All employees are encouraged to make use of workout facilities as provided by the agency.
 - b. Prior to assignment SWAT officers are required to complete a psychological examination as addressed in Chapter 36, page 5, 7., d,.
 - c. When it appears that an employee'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 an no way limited to:

- 1) Physical confrontations

- 2) Traffic crashes
- 3) Exposure to contagious diseases or hazardous materials
- 4) Apparent heart or high blood pressure problems.
- 5) Incidents resulting in death or serious injury.

d. Fit For Duty Evaluations (FFDE)

- 1) Because of the seriousness of the impact to the employee and the agency; the following process shall be used in all FFDEs.
- 2) The formal written request for a Fit For Duty evaluation shall come from the employee's Commander and directed to the Human Resources Executive Director.
- 3) The Sheriff's Office will incur the expense associated with examination(s).
- 4) Upon receipt of the written request, the Human Resources Executive Director, or designee, shall consult with the Undersheriff and General Counsel to resolve any issues that may exist.
- 5) If a FFDE is determined to be necessary the Human Resources Executive Director or designee shall schedule the earliest possible appointment for the employee, taking into account his/her medical/mental condition. Only agency approved physicians, psychologist or psychiatrist shall be used.
- 6) The employee identified for a FFDE shall be immediately placed on Administrative Leave with out loss of pay or benefit until the employee is returned to duty status or other action is taken as a result of the evaluation's findings.
- 7) The physician, psychologist or psychiatrist conducting the examination shall furnish a copy of the findings to the Human Resources Executive Director.
 - a) All such reports shall be considered part of the employee's medical file and thus are confidential documents and shall be marked as such.
 - b) The report shall be secured/filed in accordance with applicable laws.
- 8) The report shall be forwarded to the Undersheriff, who shall return the employee 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 employees who work in units that work in shifts, such as Communications, and Corrections, making seniority the primary factor in determining which employees will receive the assignments they request. The bidding system is established as a means of enabling employees who work in shift-oriented assignments to meet the needs of the Sheriff's Office and ensure a safe working environment. If, however, a employee's bid for a shift is not successful for a reason other than that employee's being "outbid" by seniority, the employee 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 an employee 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 employee 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 employees' time-in-grade for a particular position / class. If two (2) or more employees 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 employees' most recent three evaluation scores.
- b. Time-in-grade is determined using the date of an employee'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 employee feels justifies an exception to the process. These requests must be submitted at the same time, and according to the same guidelines as employees 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 employee 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 employee who becomes a full-time paid employee will be the date he/she becomes a full-time paid employee.

4. Promotion - Effects of Transfers

- a. The seniority date for time-in-grade for any full-time paid employee promoted will be the date that promotion takes effect.
- b. If, for any reason, an employee 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 employees of the agency's bargaining team will be designated by the Sheriff at the time and shall be non-bargaining unit employees.
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 employees.
4. Negotiations are based on "good faith" with the employee'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 employees.
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 employees from duty because of lack of work, or for other legitimate reasons.

Z. 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 / Employee 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. Employees 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.

AA. 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 _____

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:#ofPounds: ()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

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 employeeship in 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 employeeship 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

SLPOO

SICK LEAVE POOL REQUEST

To: _____
(Supervisor)

Date: _____

From: _____
(Agency Employee)

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 employee 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: _____
(Supervisor)

RE: _____
(Agency Employee)

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

