



Okaloosa County Sheriff's Office
General Order: 09.02
Subject: Extra Duty Employment

Revised: 10/18/2023

This General Order consists of the following sections:

- A. Purpose**
- B. Policy**
- C. Discussion**
- D. Definitions**
- E. Procedure**

A. Purpose

The purpose of this General Order is to establish the administrative parameters of extra duty worked by members of the Sheriff's Office.

B. Policy

It is the policy of the Okaloosa County Sheriff's Office to regulate extra duty to ensure an employee's fitness for duty and to prevent conflicts of interest which might result because of a member's employment with the Sheriff's Office and any other employer. Extra duty, including secondary employment and special detail assignment, is a privilege considered secondary to duties performed for the Sheriff. The Sheriff's Office may revoke, deny, or restrict participation if it is deemed to be in the best interest of the agency, or if the participation interferes with the member's primary duties as a law enforcement officer.

C. Discussion

It is the Sheriff's desire that all members enjoy financial stability and efforts are made to ensure competitive wages, working conditions, and benefits to that end. Therefore, members are cautioned not to base personal financial stability on income derived from extra duty employment. Earning ability through extra duty is not guaranteed to any member. Many factors may restrict or jeopardize in whole a member's ability to work extra duty such as shift assignment, rank, and/or disciplinary action.

D. Definitions

1. Secondary Employment – Employment of sheriff's deputies, during off-duty hours, for private or public security services that is conditioned on the actual or potential enforcement of criminal, traffic, or penal laws of the state. [Florida State Statute \(FSS\) 30.2905](#) authorizes the Sheriff to operate or administer a program to contract for the employment of sheriff's deputies, during off-duty hours, for public or private security services.
2. Special Detail – A law enforcement detail assigned by the agency such as, but not limited to: football game security, parades, specialized enforcement details, spring break details, or other assignments beyond normal staffing, over and above a member's normal scheduled shifts. These duties are compensated per existing contracts, MOUs, or Green Sheet and are managed as stipulated by contract, MOU, and/or agency directive.
3. Off-Duty Employment – Employment that is not of a law enforcement nature, in which vested police powers are not a condition of employment, requiring no real or implied law enforcement service to the employer. Off-Duty employment is regulated by [General Order 09.01 - Off-Duty Employment](#).
4. Extra Duty – Duty outside of a member's normal assignment and responsibilities including Special Details, Secondary Employment, and Off-Duty employment. Extra duty does not include work directly related to a member's normal assignment such as required court appearances, supervisor meetings, etc.
5. Secondary Employment Coordinator (SEC) – A Sheriff's Office member who has been authorized by the

Sheriff or designee to coordinate the involvement of agency members in secondary employment.

6. Secondary Employer – Any person, government entity, or private business or entity that hires an agency member for employment for any secondary job.

7. RollKall – A second party vendor used for the intaking, scheduling, invoicing, payment, management and monitoring of secondary employment within the agency.

8. Green Sheet – A time sheet separate from a normal duty time sheet or a pay type code in a digital timecard system, used to record special overtime and special pay hours. Time recorded and approved is paid at one and one-half the employee's hourly rate.

9. Self-Cancellation Period – A time period within RollKall, defined by the agency administrator and/or SEC, which allows a member to self-cancel from a job. This period has been defined as five (5) or more days before the start time of an assigned job.

10. Memorandum of Understanding (MOU) – A type of agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action with clear and explicit exceptions of all parties.

E. Procedures

1. Secondary Employment Coordinator (SEC)

a. The SEC shall be a member of the Office of Professional Standards and designated by the Sheriff or his/her designee to coordinate the involvement of agency members in secondary employment.

b. The SEC will be the agency administrator and the point of contact for RollKall. He/she will assist, as needed, with the coordination of secondary employment involving agency members.

c. SEC duties include the following:

I. Assist RollKall, as needed, with posting announcements of approved secondary employment opportunities using the RollKall platform and/or agency email.

II. Resolve conflicts arising from secondary employment.

III. Review secondary employment activity routinely to discover trends or potential issues.

IV. Review circumstances regarding requests for the Tier 4 rate of pay.

V. Be available to persons or businesses wishing to speak with an agency representative regarding issues with secondary employment.

2. Regulations on Extra Duty

a. Prohibited Extra Duty

I. Any employment that presents a threat to the status or dignity of the Sheriff's Office, such as:

i. Modeling or posing in nude or semi-nude photographs, videos, or recordings for financial gain or where the media would identify the employee as a member of the agency.

ii. Establishments whose primary purpose is to engage in the sale of pornographic

media and/or sexual devices, or businesses which provide entertainment or services of a sexual nature.

II. No member will work for a secondary employer that has been placed in revoked status. A secondary employer may be placed in revoked status for any of the following reasons:

- i. Failing to remit payment of administrative fees and/or deputy payment(s) in a timely fashion.
- ii. Placing any restrictions on who may work the job based on race, color, gender, or national origin. Assignments for secondary employment are to be made on a non-discriminatory basis.
- iii. Requesting an agency member to perform a function not allowed by policy.

b. Permitted Secondary Employment

I. Sworn members, holding the rank of lieutenant or below, are permitted to engage in secondary employment where the secondary employer has received prior approval to employ deputies to exercise their law enforcement powers. Examples of the types of enforcement related secondary employment authorized are as follows:

- i. Traffic control and pedestrian safety.
- ii. Crowd control.
- iii. Security and protection of life and property.
- iv. Exercise of routine law enforcement powers.
- v. Civil standbys. Any details involving court orders (civil standby, civil matters, etc.), shall have the paperwork attached to the job posting. Prior to accepting and scheduling these type of details, all associated paperwork will be reviewed by either the Captain or the Lieutenant assigned to supervise the Judicial Process Division.

II. Secondary employment at premises licensed for the sale or consumption of alcoholic beverages shall be governed by [FSS 561.25](#) and this directive. Approved secondary employment at these premises will be subject to the following conditions:

- i. A minimum of two (2) deputies must be on the premises throughout the period of secondary employment. In no event will a deputy work alone.
- ii. Members are restricted to law enforcement action.
- iii. Members shall not screen patrons or act as bouncers.
- iv. Members shall not remain within the establishment unless taking law enforcement action.

c. Approved secondary employment jobs will be published in RollKall for all eligible members to consider.

I. Short notice requests for deputy coverage by a previously approved employer may be advertised and filled prior to publication in RollKall if time is of the essence.

II. Job publication and personnel assignments will be handled in a manner affording equal opportunity to all eligible members.

III. Nothing herein prohibits a secondary employer from requesting a specific member; however, it is strictly prohibited for any member to actively solicit or negotiate a secondary employer for work or for any free or reduced rates for services, such as free or reduced rent for an apartment. Any such solicitation shall be viewed as abuse of the member's position.

IV. There are times when special training and/or stipulations are required to be met prior to working a specific detail. In the event a vendor requests training or issues stipulations, the SEC will be notified and provided the information for review and approval. These situations will be handled on a case-by-case basis.

d. Members engaged in secondary employment shall be in uniform unless otherwise approved by the Administration Bureau Chief or his/her designee. Unless specifically stated, the duty uniform for all secondary employment will be either the Class A, modified Class A, Class B or Class C.

e. Members working secondary employment are subject to agency recall.

f. Members engaged in secondary employment or special details shall monitor their agency issued radio.

g. Members are prohibited from participating in secondary employment and special details when:

I. The member has not successfully completed the Field Training and Evaluation program (except for Booking/Detention Deputies fulfilling prisoner security and/or transport roles).

II. The member has been relieved from duty while under investigation (criminal or administrative) or discipline.

III. The member is on Light/Restricted Duty or receiving Worker's Compensation benefits.

IV. The member has called in sick for his/her normal assignment within twenty-four (24) hours of the secondary employment job or special detail. This does not include a member utilizing sick leave to take care of a family member who is ill.

V. The member is on Sick Leave or Leave Without Pay.

VI. The member is on Family Medical Leave, unless approved by the Administration Bureau Chief or his/her designee prior to the secondary employment job or special detail.

VII. The member is on Disciplinary Probation.

h. Reserve Deputies and Posse members

I. Reserve I deputies are allowed to work secondary employment for pay only if they meet the same minimum requirements of a full time deputy and will be provided access to RollKall.

II. Reserve II deputies and Posse members are prohibited from working enforcement related secondary employment for pay unless authorized by the Administration Bureau Chief or his/her designee.

i. Posse members authorized to perform law enforcement related employment will be subject to the same requirements and conditions as full-time, sworn members.

ii. Posse members may work traffic control related secondary employment for pay if supervised by a full-time or reserve deputy who is also working the detail ([05.01 - Sheriff's Reserves and Posse](#)).

III. No Reserve deputy or Posse member shall be approved for secondary employment if he/she has not met his/her hourly obligation to the Sheriff's Office for the preceding month.

IV. Any Reserve or Posse member found to be using his/her position for the primary purpose of working secondary employment will be subject to termination from the Sheriff's Office or the Sheriff's Posse.

i. Rest periods and maximum allowable hours - It is the intent of the Sheriff to ensure members have opportunity for adequate rest and are duty-ready for every assignment regardless of type. Therefore, the following restrictions are applicable to all work above and beyond normal assignments to include: secondary employment, off-duty employment, special details, and/or other assignments/engagements wherein compensation is derived from the service.

I. Members may not work for at least eight (8) hours prior to beginning their regularly assigned shift.

II. Members may not work more than twelve (12) hours of combined duty (normal shift plus any other) on any regular workday, aside from the member's "Friday."

III. Members may not work more than sixteen (16) hours during any twenty-four (24) hour period.

j. A member's division commander may provide a written waiver to any of the restrictions listed in Section i, if deemed to be in the best interests of the Sheriff.

I. A copy of secondary employment waivers should be forwarded to the Administration Bureau Chief or his/her designee as authorization to override established restrictions in RollKall.

II. A copy of secondary employment waivers should be forwarded to HR and placed in the member's personnel file in accordance with General Order 09.01.

III. A copy of all other secondary employment waivers should be maintained by the affected member.

3. Conduct during Extra Duty

a. Although agency members have certain constitutionally protected rights while off-duty (e.g. the right to privacy and freedom of association), any conduct deemed so open and notorious to significantly tarnish the Office of the Sheriff shall be considered Unbecoming Conduct and be dealt with accordingly.

b. Members participating in extra duty are governed by all applicable agency directives. Any violation of an agency directive while performing law enforcement related extra duty shall be treated in the same manner as if the member was on-duty at the time of the violation.

c. When exercising law enforcement powers, members shall strictly adhere to the directives related to those powers, as established by statute and the Okaloosa County Sheriff's Office.

d. Agency members shall not follow any policy, procedure, or directive of a secondary employer that is inconsistent or conflicts with any Okaloosa County Sheriff's Office directive or procedure. Any member obeying instructions or orders in conflict with those of the Sheriff's Office shall be deemed insubordinate.

4. Secondary Employment Job Process

a. Persons or businesses soliciting members for secondary employment should be directed to the OCSO Internet page where the Off-Duty Detail portal is located.

I. Members who are personally solicited may contact the SEC to begin the application approval process or refer the requestor to the OCSO Internet page.

b. Once the application is received, RollKall will review the application for completeness. If there are any deficiencies in the application, RollKall will contact the requestor for the required information. If further issues arise, RollKall will notify the SEC and request guidance.

c. RollKall will review the requirements of the request and determine if they conform to agency policy. If the request falls within the parameters of this directive, it will be approved and the job(s) posted in RollKall.

d. Requests for approval of a secondary employer and/or job should be made at least three (3) business days prior to the official start time. Those jobs requiring five (5) or more deputies at a specific time shall be submitted for review and approval at least ten (10) days prior to the official start of the job.

e. Appropriate Staffing

I. For every five (5) deputies required at a specific time and location, at least one (1) supervisor holding the rank of sergeant or above shall be required.

II. For every two (2) supervisors at a specific time and location, at least one of the supervisors will hold the rank of lieutenant.

III. In extraordinary circumstances where manning in excess of 12 deputies/supervisors is needed, a Sheriff's Office Captain (or above) will be assigned to oversee the operation as part of his/her normal duties without additional compensation.

IV. When calculating the number of deputies requested or needed for a particular function or event, the Sheriff's Office reserves the right to deny any application if, in the opinion of the OCSO, operating with the requested manpower would constitute a public safety or deputy safety risk. The SEC or designee will communicate requirements and risk mitigation options to the employer should a disagreement arise.

f. Members will be restricted, by the RollKall application, from selecting more than two jobs in a 24 hour period. Once the 24 hours has passed, the member will be eligible to select additional jobs.

g. Members are not permitted to select jobs they do not intend to work themselves.

h. Members are not permitted to access RollKall using another member's login credentials.

i. Repeated job selection and cancellation and/or transfer to another member is prohibited.

j. Members not closing out jobs within 24 hours of completion will not be able to select new jobs in RollKall until doing so.

k. The review process performed by the SEC is an ongoing process and issues will be addressed at the time they arise.

5. Sheriff's Office Equipment

a. Sheriff's Office equipment, including vehicles, may be used by Sheriff's Office members performing secondary services only under the following conditions:

I. Such use has been approved and the additional equipment is listed in the job announcement in RollKall.

II. Sheriff's Office equipment which is damaged or lost in the course of secondary employment is subject to review in accordance with [General Order 22.06 - Agency Vehicle Crashes / Loss or Damage to Agency Equipment](#).

III. When damage occurs which is not during an enforcement related action, the costs to recover, repair, or replace shall be the responsibility of either the secondary employer or the agency member.

6. Liability While Working Secondary Employment

a. Members engaged in secondary employment are not covered by the provisions of the Sheriff's Office Worker's Compensation Plan or Liability Indemnification portions of the self-insurance program except in the event the deputy is injured while enforcing criminal, traffic, or penal laws of the State, [FSS 30.2905\(2\)](#).

I. The term "enforcing criminal, traffic, or penal laws of the State" shall be interpreted to include, but is not limited to, providing security, patrol, or traffic direction for a private or public employer.

b. Members injured while performing secondary assignments may be eligible for the agency's short-term disability insurance for injuries not occurring on the job in accordance with [General Order 36.09 - Short-Term Disability Insurance](#).

c. Members accepting secondary employment will ascertain whether the secondary employer provides Worker's Compensation coverage or liability insurance or will assume individual responsibility as an independent contractor, in the event an injury is non-enforcement related. Members must understand that if such coverage is not provided, an injury that is non-enforcement related will not be covered because the member's status is that of an "Independent Contractor."

7. Rate of Pay and Billing for Secondary Employment

a. The hourly rate of pay for secondary employment will be determined by the Sheriff. The Sheriff shall review and adjust the rate of pay as deemed appropriate. Ordinarily, the rate will become effective on October 1st and remain in effect for one year before change.

I. To eliminate bidding wars during periods of high demand and potentially discriminate against persons or businesses unable to economically compete, the rate will be strictly enforced.

II. Members are prohibited from negotiating the rate of pay for secondary employment.

III. Any deputy found to be negotiating hourly rates of pay will immediately be banned from secondary employment and subject to disciplinary review in accordance with [OCSO GO 11.03](#).

b. Each job will require a minimum four (4) hour rate charge unless stated otherwise.

c. The Sheriff's Office will collect an administrative fee of \$2.00 per hour per deputy working secondary employment. The administrative fee is in addition to the hourly rate paid to the deputy working and is used to offset the cost of fuel, uniform use, vehicle wear and tear, and fees associated with administering the program.

d. The current rate of pay for secondary employment is based on a three (3) tier system. The agency recognizes all job requirements are not the same, as some require greater effort to

complete. An assessment of each secondary employment detail will determine the rate of pay based on the job requirements and whether the date of service encompasses a holiday.

I. Tier 1 rate of pay is \$37.00 per hour for each deputy assigned to the job, plus the administrative fee.

II. Tier 2 rate of pay is \$47.00 per hour for each deputy assigned to the job, plus the administrative fee.

i. Any secondary employment job believing to fall in the Tier 2 category will be evaluated by the Administration Bureau Chief or his/her designee to determine qualification. The reviewing party will consider the following criteria when making his/her decision:

1. Type of entertainment.
2. Number of expected participants.
3. Whether alcohol is served or available.
4. Potential degree of liability imposed on the agency.

III. Tier 3 rate of pay is \$52.00 per hour for each deputy assigned to the job, plus the administrative fee.

IV. Tier 4 rate of pay is a negotiated rate that must be approved by the Sheriff or Undersheriff via written memorandum and is handled on a case-by-case basis. Any and all requests for the Tier 4 rate will be forwarded to the SEC for vetting and approval. At no time should any member, outside the SEC or his/her chain of command, negotiate the Tier 4 rate of pay with any person or business. Any member discovered to be in violation of this directive will be subject to disciplinary sanctions consistent with [General Order 11.03](#).

i. The Tier 4 rate of pay includes, but is not limited to, the following circumstances:

1. The matching of an existing or prospective state contract rate of pay that has been or could be negotiated with a state agency for a given job.
2. A detail, either previously scheduled or prospective, wherein the person or business responsible for rendering payment has requested to pay a rate higher than the rates outlined in this general order.
3. For the Tier 4 rate, members will be paid the total amount minus the administrative fee. Example: If Tier 4 rate is determined to be \$65.00 an hour, then the member will be paid \$63.00 an hour with the other \$2.00 going towards the agency administrative fee.

e. When the secondary employment job requires a supervisor because of the use of five (5) deputies, the supervisor shall receive an additional \$3.00 per hour from the secondary employer for functioning as a supervisor. When the job requires a lieutenant or above (over ten deputies), the supervisor shall receive an additional \$6.00 per hour from the secondary employer.

f. To aid in coverage for secondary employment jobs affected by holidays, and to properly compensate members working these jobs, the rate of pay for holiday jobs will be at the Tier 3 rate.

I. Prior to the beginning of each new year, the Administration Bureau Chief or his/her designee will ensure a list of eligible holidays, with dates and times, is published in

PowerDMS and on the OCSO website for reference. ([See Secondary Employment Holiday Rate Guide](#))

g. Short Notice Requests

I. Secondary Employment jobs requested inside of the three or ten business day minimums established in Section 4.d above will be charged a convenience fee to compensate deputies for changing their schedules on short notice to support the request. These short notice request jobs will be billed as follows:

- i. Tier 2 rates will be applicable for all non-holiday dates of service.
- ii. Jobs will be billed for a minimum of four (4) hours regardless of duration.
- iii. Holiday service dates will be billed at the Tier 3 rate and for a minimum of five (5) hours.

h. Short Notice Cancellations

I. Employers canceling a job 24 hours or less before the scheduled start time will be billed the applicable rate for the established minimum duration of four (4) hours. In rare circumstances, when the job venue is weather dependent, the Administration Bureau Chief or his/her designee may waive this requirement and must clearly communicating same in the RollKall job description thereby informing deputies considering the job of the possibility. In no case will the minimum billing time be waived for short notice job requests.

i. Job Duration

I. The job posting in RollKall shall reflect the duration requested by the employer. Absent specific language in the description notifying deputies of the possibility of a decrease in duration (with approval of the SEC), the employer will be expected to compensate the deputy for the number of hours contracted/advertised and in no case less than the four or five hour minimums stated above.

j. The information contained in this section (Rate of Pay for Secondary Employment) shall be included with, or as part of, the secondary employment application provided to employers.

8. Volunteering Services for Charity

- a. Nothing in this directive, pertaining to rates of pay, shall apply if the deputy is volunteering his or her time to perform secondary services for a charity organization.
- b. Nothing in this directive, pertaining to rate of pay or negotiation for rate of pay, shall apply if any monies that would normally be paid to the deputy as an hourly wage are donated to the charity for which services are being rendered.
- c. Sworn members of any rank may volunteer services for charity.

9. Reporting For and Performing Secondary Employment and Special Detail Assignments

- a. Members accepting secondary employment and/or special detail assignments shall be responsible for promptly reporting to and faithfully performing all authorized duties.
- b. When reporting for assignments, deputies must contact the Communications Section and advise the location of the assignment and its expected duration.

I. The Communications Section will log the detail per [Standard Operating Procedure 33.73 - Special and Off Duty Details](#).

II. Deputies shall advise the Communications Section when they are clear from the assignment.

c. Late arrival to secondary assignments will not entitle the member to the minimum pay for that job. Members arriving late to a job must document the actual time of arrival within RollKall when closing out the job. Members must also forward a memorandum, via chain of command, to the SEC outlining the reasons for arriving late to the specific job.

d. Transfers and Cancellations

I. If after selecting a secondary assignment in RollKall the member determines he/she cannot work, it is the assigned member's responsibility to find a suitable replacement or, if still in the self-cancellation period, cancel the assignment in RollKall.

II. If not in the self-cancellation period, the assigned member must request transfer or cancellation through the SEC.

III. In an emergency, when the assigned deputy is unable to find a suitable replacement, the deputy must contact the on-duty patrol supervisor at least one hour prior to the beginning of the job to notify of the absence of coverage. The deputy must also notify the SEC and a RollKall administrator by email.

IV. If the cancellation pertains to a special detail, the assigned deputy must contact the supervisor of that detail in advance.

V. Only reasons which would exempt a member from his/her regular duty assignment will be considered valid for not working a secondary employment assignment or special detail.

e. Appropriate documentation must be completed when, during the course of any secondary employment or special detail assignment, a deputy becomes engaged in any incident that involves the use of law enforcement authority, injury to the assigned deputy or others, filing of a complaint, or any other event in which a deputy would be responsible for reporting during the normal course of duty.

I. In the event a deputy is requested to investigate a complaint which requires follow-up investigation, leaving the assignment, or departing from the assignment's specified duties, the deputy will coordinate the incident with the on-duty patrol supervisor to determine whether the investigation should be reassigned. If the deputy working the assignment can resolve the complaint on-scene by taking a minor report, he/she will complete the report at the conclusion of the assignment.

II. Deputies are expected to appear, if necessary, at all judicial proceedings which arise as a result of any official action taken during the course of performing a secondary employment or special detail assignment. As is the case with any other judicial proceeding which requires the appearance of a deputy, compensation will be made in accordance with existing guidelines whenever deputies must attend such proceedings as part of their customary duties and responsibilities.

f. Members will close out completed secondary employment jobs in RollKall within 24 hours of completion with appropriate information.

I. Job closure screens will be properly completed to include the actual time worked and reasons for any overage or shortage, identifying the person authorizing deviations. See section E.7.i.I of this General Order. Absent specific language in the description, if the

employer ends the detail earlier than contracted/advertised, the detail will be closed showing the contracted/advertised time. In the note section, the member will notate the actual time the detail ended.

II. For most jobs, rounding to the quarter hour when recording time is appropriate. For employers who utilize a computerized clock-in/clock-out system, the member should mirror the time to ensure accurate billing of administrative fees and simplify auditing.

III. Any offense numbers or unusual events, which could assist in future staffing levels, should be noted in the job closure screen.

10. Failure to Report to Secondary Employment Assignments

- a. If a member fails to appear for a secondary employment assignment or a special detail, the member's supervisor shall address the incident in accordance with [General Order 11.03 - Disciplinary Procedures and Standards of Conduct](#), paragraph E (18) Reporting for Duty. The supervisor shall review the incident to determine whether exigent circumstances existed or other legitimate reason for an excused absence.
- b. While the matter is being investigated, the member may continue to work jobs already assigned; however, the member is not permitted to select new jobs until the matter is resolved.
- c. Any disciplinary action imposed for a sustained violation of Reporting for Duty to secondary employment or special detail assignments may include being suspended from either program.
- d. Members whose disciplinary action includes being suspended from duty or being placed on disciplinary probation are not permitted to work secondary employment or special detail assignments until the period of suspension or probation is completed.

I. In regards to special detail assignments only, a Bureau Chief may provide written authorization for a member on disciplinary probation to work if the needs of the agency require the additional manpower.

11. Rent Free or Reduced Rent Residences (Courtesy Officer)

a. Rent free or reduced rent residences, or other related forms of compensation in exchange for security or vandal watcher services, are considered to be enforcement related secondary employment and are permissible only with prior written approval of the member's respective Bureau Chief and only under the following conditions:

I. The written agreement has been reviewed and approved by the member's Bureau Chief. The deputy shall ensure any agreement stipulating the conditions for receiving rent free or reduced rent for security or vandal watching will be in writing and outline what services are expected.

II. A copy of the lease agreement and any other related documentation or agreement has been reviewed by the agency Staff Attorney.

b. The approved agreement will be forwarded to the Human Resources Unit for inclusion in the member's personnel file.

c. All IRS reporting requirements must be complied with concerning this type of compensation.

d. Reserve II Deputies, Posse members, and Full-time members who have not successfully completed the Field Training and Evaluation Program may not accept rent free or reduced rent residences.

Approved:  /s/
Eric A. Aden, Sheriff