



SOUTH MIAMI POLICE DEPARTMENT

GENERAL ORDER NUMBER: 9.1	DATE OF ISSUE: July 31, 2011	EFFECTIVE DATE: June 01, 2024	NUMBER OF PAGES: 15
CFA STANDARD: 2 SUBJECT: <i>Compensation, Benefits, and Conditions of Work -</i> CONDITIONS OF WORK	NEW () RESCINDS (X) AMENDS (X) OTHER()	By Order Of:  Reo B. Hatfield III, CHIEF OF POLICE	

CFA STANDARDS: 2.10, 2.11M

SECTIONS:

- 9.1.1 Physical Examinations**
- 9.1.2 General Health and Physical Fitness**
- 9.1.3 Pregnancy**
- 9.1.4 Outside (Off-Duty) Employment**
- 9.1.5 Extra-Duty Employment Procedures**
- 9.1.6 Court-Related Activities**

RESCINDS: All existing orders that are in conflict.

PURPOSE: To establish departmental policy and provide guidelines for employee physical examinations, general health and physical fitness, off-duty/outside employment, and extra-duty employment; to establish procedures for court-related activities.

SCOPE: All departmental personnel.

POLICY: The South Miami Police Department is not obligated to provide additional police service. The Department intends to afford opportunities to designated departmental employees to perform extra-duty police service within the scope of their training and duty assignment. Prohibition or imposition of conditions of extra-duty police service or outside employment may be established when the nature of the work is considered detrimental to the professional law enforcement goals of the Police Department.

The South Miami Police Department encourages physical fitness among its employees; the department does not discriminate against employees on the basis of the state of being pregnant.

DEFINITIONS:

Detail Coordinator: The Operations Bureau Captain oversees related activities with the extra-duty applicant, third-party vendor, and the Police Department.

Extra-Duty Employment (Private Detail Duty): Any secondary employment that is conditioned on the actual or potential use of law enforcement powers by the uniformed officer employed, i.e., traffic control or security at malls, community events, sporting events, etc.

FMLA: Family Medical Leave Act of 1993 (Public Law 103-3).

LWOP: Leave Without Pay.

Outside Employment: Any secondary employment that is not conditioned on the actual or potential use of law enforcement powers by the off-duty employee, i.e. instructor at the Police Academy, real estate salesperson, landscaping, etc.

Off-Duty: Any time an officer is not scheduled to work and is not receiving their full rate of compensation or overtime compensation by the City of South Miami.

On-Duty: Any time an officer is scheduled to work for their full rate of compensation or overtime compensation by the City of South Miami or when performing off-shift police service. Also, when an off-duty officer takes official police action within the realm of his/her authority and responsibilities the officer reverts to on-duty status.

PDA: Pregnancy Discrimination Act of 1978.

PROCEDURE:

9.1.1 Physical Examinations

- A. All new employees must pass a physical examination, consistent with City specifications, before being hired. In the case of sworn positions, the physical examinations must be consistent with City specifications and the Florida Criminal Justice Standards and Training Commission. This is completed at no cost to the employee.
- B. The South Miami Police Department encourages all of its employees to obtain a physical examination on a regular basis. The City of South Miami provides one (1) complete physical examination for each employee annually, to be given at no cost to the employee.
- C. Certain preventative vaccinations and post-exposure examinations will be provided (i.e. Hepatitis B1) without cost to the employee.

- D. If the Chief of Police orders a fitness-for-duty examination for any employee, the cost for the examination will be borne by the City.
- E. The nature of some specific positions or responsibilities may necessitate periodic specific health screenings, such as those for crime scene personnel or firearms instructors, who are repeatedly exposed to hazardous chemicals or lead contaminates. In such cases, the Chief of Police may order necessary physical examinations. These will be completed at no cost to the employee.

9.1.2 General Health and Physical Fitness

The functions of a law enforcement agency require a level of physical fitness not demanded by many other occupations. For this reason, all personnel should maintain a satisfactory level of general health and physical fitness. The criteria for health and fitness shall be determined by the City of South Miami's pre-selected physician through an initial pre-employment physical examination. This physician will be knowledgeable of the current job description for the position of police officer. The physician will then sign and certify that the officer is fit for that position. It is recommended that one's level of health and fitness parallel the level of health and fitness at the time of their employment.

9.1.3 Pregnancy

Pregnancy is covered by the Pregnancy Discrimination Act (PDA) which amended Title VII of the Civil Rights Act of 1964. The PDA states that discrimination based on pregnancy constitutes a type of sex discrimination.

- A. The Family Medical Leave Act of 1993 sec. 102. "Leave requirement" states that: Subject to section 103, an eligible employee shall be entitled to a total of 12 work weeks of leave during any 12-month period for one or more of the following:
 - 1. Because of the birth of a son or daughter of the employee and to care for such son or daughter.
 - 2. Because of the placement of a son or daughter with the employee for adoption or foster care.
 - 3. To care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
 - 4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
- B. The Chief of Police, at their discretion, can approve additional LWOP (Leave Without Pay) for pregnancy or other medical conditions, at his discretion.
- C. The Pregnancy Discrimination Act of 1978 states "That section 701 of the Civil Rights Act of 1964 is amended by adding at the end thereof the following new subsection:

"(k) The terms 'because of sex' or 'based on sex' include, but are not limited to, because of or based on pregnancy, childbirth, or related medical conditions; and women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment-related purposes, including receipt of benefits under fringe benefit programs, as other persons not so affected but similar in their ability or inability to work, and nothing in section 703(h) of this title shall be interpreted to permit otherwise.

- D. The PDA further states that “If an employee is temporarily unable to perform her job due to pregnancy, the employer must treat her the same as any other temporarily disabled employee; for example, by providing modified tasks, alternative assignments, disability leave or leave without pay.”
 - 1. Pregnant employees may request “light duty” status at their discretion, 12 weeks into the pregnancy, or earlier, at the request of the employee’s physician.

- E. The PDA states “Pregnant employees must be permitted to work as long as they can perform their jobs. If an employee has been absent from work as a result of a pregnancy-related condition and recovers, her employer may not require her to remain on leave until the baby's birth. An employer may not have a rule that prohibits an employee from returning to work for a predetermined length of time after childbirth.”
 - 1. Pregnant employees will not be placed on “light duty” status without the consent of the employee.

- F. The PDA states Employers must hold open a job for a pregnancy-related absence the same length of time jobs are held open for employees on sick or disability leave.

9.1.4 Outside Employment/ Extra-Duty Employment

The following policies regulate the types of outside/off-duty employment in which agency members may or may not engage: [CFA 2.10]

- A. Employees may engage in outside employment subject to the following conditions:
 - 1. Such employment shall not interfere with the employee’s employment with the department;
 - 2. Employees shall submit a written request for outside employment to the Chief of Police, whose approval must be granted before acceptance of off-duty/outside employment; and
 - 3. Employees shall not engage in off-duty/outside employment for a business involving the sale or distribution of alcoholic beverages, bail bond agencies, collection agencies or attorneys, security, private investigations, or any other work that might represent a conflict of interest with the employee’s law enforcement duties.

4. Outside employment as a security officer in another state, for a temporary detail, may be performed at the discretion of the Chief of Police. Examples are working in another state after a disaster or working in another country as a contracted security officer. The member must take approved leave for this type of employment.
 5. Approval will be denied where it appears that the off-duty employment might render the employee unavailable during an emergency, physically or mentally exhaust the employee to the extent that their performance might be affected, require that any special consideration be given to scheduling of the employee's regular hours, or brings the department into disrepute or impairs the operation or efficiency of the department.
- B. Department members are governed by all Department directives while engaged in extra-duty details. The following off-duty employment shall not be permitted because of legal restrictions and/or a high degree of probability of a conflict of interest with police employment (F.S. 112.313)
1. Employment directly or indirectly connected with any business licensed under the beverage law whose primary business is the sale of alcoholic beverages
 2. Employment by any firm which has any connection with the towing of vehicles.
 3. Employment as a taxi cab driver.
 4. Employment as a process server.
 5. Employment as a bodyguard.
 6. Employment as a private investigator.
 7. Employment as a bill collector or retail credit investigator.
 8. Employment as a bondsman's runner, etc.
 9. Employment for individuals who possess criminal records or are engaged in questionable enterprises.
- C. Any member of the South Miami Police Department requesting authorization or a change of off-duty/outside employment, shall submit such request on a City of South Miami Human Resources Division Request for Outside Employment Form. The form is added as an addendum to this General Order.
- D. Employees engage in off-duty/outside employment with the explicit understanding that they are subject to emergency recall to on-duty status. All members are prohibited from using City facilities or resources for personal financial gain.
- E. The Chief of Police shall have final authority in determining whether off-duty and outside employment is employment of a non-police nature. The decision made by the Chief of Police shall be final. The Chief of Police may prohibit any member of the South Miami Police Department from working outside employment. Outside employment requests shall be renewed annually.

9.1.5 Extra-Duty Employment Procedures

It is the policy of the South Miami Police Department to allow members to engage in extra-duty employment activity. Authorization to engage in that activity is only after pre-approval by the Chief or their designee. [CFA2.11M(a)] Officers must abide by the laws of the State of Florida and the policies of this department while working such employment. Requests for such employment should be first reviewed by the Detail Coordinator. Final approval for all such assignments rests with the Chief of Police or their designee. Any factors that might cause the department to consider the revocation of that approval can be reviewed by the Detail Coordinator, but the final decision to rescind such approval lies with the Chief or their designee. Final authorization for an officer to work such an assignment is contingent on the activity being approved by the department and that it does not impair the officer's ability to perform his/her regular duties and other job-related responsibilities.

This policy is designed to serve the best interest of the officers and the South Miami Police Department, and will not be construed to inhibit the administration's right to assign any sworn personnel to any function or event when circumstances dictate.

A. Extra Duty Police Work Scheduling:

All extra duty details shall be coordinated and scheduled by the third-party vendor and overseen by the Detail Coordinator (DC). The DC shall provide a monthly report to inform the Chief of Police of all extra duty details. The third-party vendor will provide all sworn personnel of all regular monthly scheduled extra duty jobs by seniority in the order of officers, sergeants, and reserve officers. If the officer is unavailable and/or does not respond within a determined time period, then the next officer in seniority will be contacted, in the third-party vendor application. Once passed a senior officer may not bump a junior officer for a job.

The Extra-Duty monthly schedule will be maintained by the third-party vendor officer, who signs up for an Extra-Duty detail must work that detail, and notify the third-party vendor of any change. If sick or unable to work a detail for any reason, they must find a replacement to cover the detail. Officers working extra-duty details shall report to the detail at or before the scheduled start time. Any schedule changes shall be made through the third-party vendor.

If four or more officers are hired for a detail, or upon the direction of the Chief of Police or DC, a supervisor must also be hired.

1. Officers who are not eligible for consideration may not accept assignment transfers from another officer;
 2. Detectives working in a capacity that requires their identity to be shielded from the general public will not work extra-duty details in uniform. Exceptions shall be at the sole discretion of the Chief of Police.
 3. The officer's first responsibility is to his/her shift assignment. To assure that officers are at their maximum potential and the responsibilities of their respective assignments are not undermined, officers will not exceed thirty-two (32) hours per week of extra-duty **or** off-duty/outside employment or any combination thereof without prior permission of the Chief of Police or their designee.
 4. Police officers who are relieved from duty pending an investigation, administrative action or as a result of disciplinary action shall not perform extra-duty police services. An officer on light duty shall not work extra-duty details. An officer who receives an overall unsatisfactory annual evaluation (2.90 or less) will not perform any extra-duty police service until a satisfactory evaluation has been submitted by the officer's supervisor.
 5. The Chief of Police shall have the authority to prohibit any member of the South Miami Police Department from working extra-duty details.
- B. Police officers performing extra-duty detail services shall comply with all department directives, including uniform standards, personal appearance, and conduct. [CFA2.11M(b)]
1. While assigned to extra-duty police services, officers shall be in uniform and carry all assigned equipment which is considered part of the uniform. A BWC will be worn, if performed in the City of South Miami. Detectives will wear their complete issued uniforms while working extra-duty/private-duty details.
 2. Officers who are engaged in extra-duty police service will contact the MDPD dispatcher via police radio, at the beginning of the extra-duty/private-duty detail, and advise their unit number location of the detail, and assignment hours of the detail. The officer will also advise of their status when completing the detail and going out of service.
 3. Officers shall not leave their assigned detail unless dispatched as a primary or backup unit due to an emergency situation, or if their assistance is requested by the shift commander.
 4. Police officers working an extra-duty/private-duty detail are not permitted to perform any service not generally related to police-type duties, such as parking cars. The person requesting the off-duty officer is restricted to

requesting a police officer to perform general law enforcement duties, such as security and traffic control, only.

5. Departmental personnel will not solicit for off-duty police service unless approved by the Detail Coordinator.
- C. The third-party vendor will be responsible for preparing in advance a schedule listing the dates and times of the extra-duty/private-duty detail and notify the assigned officer(s).
1. Unless prior approval is given by the Chief of Police to assist other police agencies with an extra-duty event in their jurisdiction, an extra-duty detail will be worked only within the jurisdiction of those agencies with a current Memorandum of Understanding.
 2. The Chief of Police will have the authority to cancel or modify an extra-duty detail when such action is in the best interest of the City of South Miami and/or the police department.
 3. When employees are assigned extra-duty police service details, they may transfer their assignments to other employees by notifying the third-party vendor. If the substitute employee fails to report for the assigned extra-duty/private-duty detail, the substitute employee may be subject to disciplinary action.
- D. Police officers performing extra-duty police services who fail to meet their obligations may be relieved of the assignment after documentation of their actions. This will be initiated by the supervisor or Detail Coordinator, who will forward the documentation to the Chief of Police and recommend disciplinary action. Concerned officers, as well as their immediate supervisors, will receive a copy of any recommended action.
1. If the assigned off-duty officer for the second shift of a split-shift detail does not show up to relieve the first off-duty officer, the first-shift off-duty officer may complete the detail.
- E. All details will have (4) hour minimum, and officers will be compensated at a rate of pay set by The City of South Miami.

The City Finance Department will compensate officers/supervisors for all extra duty work performed during that pay period. City and employee FICA and federal withholdings will be deducted. At the end of each calendar year, each officer or supervisor will be issued a W-2 form, for their base salary plus any extra duty work performed during that calendar year. If a vendor fails to pay the officer during that calendar year, the officer is subject to reimbursement.

F. Billing Procedures:

1. New accounts and one-time details shall be paid at least 2 days before the event unless prior arrangements have been made with the DC. Special events will be required to leave a deposit for Extra Duty Officers with the Special Events-Department. The remainder of the balance will be paid to the City of South Miami upon completion of the event within the time period set forth by the Special Events Coordinator.
2. To keep a "Check and Balance" of extra duty accounts, the Finance Director or his or her appointee shall communicate on a bi-weekly basis with the Administrative Assistant for the police department, the status of all accounts. Any delinquent accounts will then be forwarded to EDC so that the appropriate action can be taken.
3. If any vendor becomes delinquent in payments and the EDC is notified of such, all further extra duty work for such vendor will be suspended until their balance has been paid in full. Additionally, at the discretion of the Finance Director, the vendor may be required to leave a deposit for work performed in the future. The amount of the deposit will be determined by the Finance Director.

G. Responsibilities on Extra Duty Details:

1. Officers working extra duty details are subject to all the duties and responsibilities of their public employment and are not under the direct control, direction, or supervision of the particular person, firm, or business to whose property they have been assigned.
2. Police officers assigned to extra duty details remain governed by all City rules, applicable laws, and the Police Department General Orders. As necessary, they may be ordered by a supervisor on regular duty to leave that particular extra duty detail and go to an area where their professional services are urgently required.

3. Punctuality is extremely important for extra duty details. Officers shall notify, in writing, the DC of any tardiness or inability to work on an assigned detail. The officer assigned to an extra duty detail shall be responsible for providing a suitable replacement when one is needed, through the third-party application and for advising the DC of the change.
4. In the event an officer cannot work an assigned detail for any reason and a replacement cannot be located, that officer shall be responsible for notifying the on-duty shift commander who will notify the vendor.
5. If an officer assigned to an extra duty detail is injured while performing the detail, the officer shall notify the on-duty shift commander immediately and the procedures for documenting on-duty injuries shall be followed.

H. Restrictions on Officers:

1. Newly employed officers shall not work extra duty details during the period that they are assigned to a field training officer for orientation and training.
 2. Officers are **not** permitted to work extra duty details when an officer is relieved of regular duty or is on disability leave, no pay leave, light-duty status, is on sick leave, or for the 24-hour period following the utilization of sick leave.
 3. An officer shall be currently qualified with an assigned duty weapon.
 4. Officers are limited to working a maximum of 32 hours of extra duty during a work week, except as authorized in advance by the Chief of Police. Officers are prohibited from working more than 16 hours combined on-duty and extra duty on a scheduled work day, unless it is the last workday of their work week and they have already completed their on-duty tour before the extra duty job begins, or unless authorized by the Chief of Police.
 5. Violations of these restrictions may result in loss of all extra duty employment for a specified period of time.
 6. Lieutenants' may further restrict the amount of extra duty employment worked by an officer under their command when they find that the extra duty employment is impairing the officer's efficiency on regular duty.
- I. The approval, review, and revocation process of each extra-duty employer will be as follows: [CFA2.11M(c)]
1. The detail coordinator will approve the extra-duty employer and job.

2. The detail coordinator will review the extra-duty employer and job as needed, for conditions such as non-payment, work conditions, and safe staffing levels, and will make changes accordingly.
3. The detail coordinator will have the power to revoke permission for the extra-duty employer and job when necessary, due to conditions such as non-payment, work conditions, and safe staffing levels.
4. The above approval, review, and revocation may be reviewed by the Chief of Police or his designee, who may approve or deny the approval, modification, or revocation decision of the coordinator.

9.1.6 Court-Related Activities

South Miami Police Department Personnel appearing in any court of law or judicial proceeding shall demonstrate the highest degree of professional standards. They will be fully prepared to testify effectively and shall ensure that all evidence and required documentation is readily available. Attendance will be prompt and appropriate attire will be worn to project a positive image of the member and the Department.

A. General Subpoena Procedures:

1. All subpoenas for any member of the South Miami Police Department shall be delivered to Dispatch. When a subpoena is received, it shall be the responsibility of the Administrative Assistant to ensure that the subpoena is entered in the Officer Subpoena Logbook.
2. Officers will check the logbook for subpoenas. The subpoena shall be removed from the logbook by the concerned officer's supervisor. The supervisor shall ensure that the logbook displays the member's signature for receipt of the subpoena.
3. If a member is on vacation, injured, or in any way unable to comply with the subpoena and **has not accepted** the subpoena in the above-prescribed manner, **and** that member's supervisor has knowledge of this situation, then the member's supervisor shall return the subpoena to the dispatcher with the reason indicated. A court cancellation will be completed and faxed.
4. If a member is sick, on vacation, or in any way unable to comply with the provisions of the subpoena and **has accepted** the subpoena in the above-prescribed manner, the **member** shall contact the dispatcher to complete a court cancellation.

5. Members receiving subpoenas for Federal Courts, Juvenile Courts, Satellite Court, etc., or depositions, shall comply with the appearance instructions set forth on the subpoena unless notified that the appearance has been canceled.
 - a. Officers are not required to bring evidence to depositions unless specifically directed by the involved Assistant State Attorney.
 - b. Copies of South Miami Police Department reports shall be furnished to defense attorneys only via discovery from the State Attorney's Office.
 - c. Officers needing direction concerning depositions or other court-related activity may contact the involved Assistant State Attorney.
6. It shall be the subpoenaed member's responsibility to obtain all evidence needed for court appearances from the Property Clerk prior to attending the trial. Evidence may be obtained prior to court on the member's prior tour of duty. Upon conclusion of the court activity, the officer shall return all evidence to property at the next tour of duty. The exception is for money and narcotics, which shall be checked out immediately prior to court and returned to property immediately upon the conclusion of the court appearance.
7. When members are scheduled to appear in court and on duty, it shall be the subpoenaed member's responsibility to notify their supervisor at the beginning of their tour of duty.
8. Officers shall use photocopies and not original reports for court-related activities

E. Subpoena Procedures:

1. All sworn members of the South Miami Police Department shall be vigilant in checking E Subpoena for subpoenas *daily*. Members shall treat E Subpoena subpoenas as paper subpoenas.
2. Members shall utilize the leave feature on the E Subpoena when they are out of town.

B. Reading And Signing of Depositions And Statements:

1. Members are advised that they shall not waive the reading and signing of depositions or statements.
2. Members who receive a letter from a court reporting firm requesting them to respond to their office for reviewing and signing such documents are not

required to respond unless otherwise instructed by a supervisor or concerned Assistant State Attorney. The foregoing does not apply to any litigation or other matter unrelated to the Department.

3. Personnel receiving letters from court reporting firms regarding civil litigation involving the City shall immediately notify the Chief of Police and deliver correspondence to the Chief.

C. Courtroom Demeanor/Appearance:

1. When appearing in court, the individual shall wear apparel of their assignment. Personnel assigned to wear civilian apparel will wear such with the departmental badge or ID card appropriately affixed.
2. Members testifying in court shall avoid any indication of bias, prejudice, or anger. They shall testify in a clear, concise, and distinct manner. Questions shall be answered promptly, truthfully, and without evading the subject. Personal behavior shall be exemplary both while in court and while waiting.
3. Any member testifying and/or appearing in any court in which that member is either a defendant in a criminal or civil action or a plaintiff in a civil action shall not wear the official departmental uniform or any part thereof.
4. Any member subpoenaed to appear as a witness for the defendant in Criminal or County Court shall notify the concerned Assistant State Attorney and their supervisor.

D. Payment For Court Appearance:

1. Compensation for members scheduled to appear in court, will be as specified in the current Collective Bargaining Agreements between the City and respective collective bargaining units.

E. Civil Actions-Members As Defendants: A member who is named as a defendant in a civil suit brought about as a result of official duties, shall within 24 hours, report to the Chief of Police with a copy of the summons.

1. Members shall comply with all instructions from the City Attorney regarding civil litigation.
2. Members not wishing to be represented in this legal matter by the City Attorney or an attorney for the City's insurance carrier may utilize their own. The member shall promptly advise the Chief of Police who shall coordinate this matter between the member and the City Attorney's office.
3. Members shall not testify in City related civil cases unless subpoenaed.

F. Legal Advisor: The City Legal Advisor (City Attorney) is available for legal advice only through the Chief of Police. Policy questions not directly related to legal considerations shall be resolved by supervisors.

1. Any member requesting advice on a legal matter shall first contact their immediate supervisor, who shall determine if the request warrants further inquiry.
2. Any member subpoenaed to testify for the defense against the City of South Miami in any hearing or trial shall notify the Chief of Police via the chain-of command. Members shall not grant interviews to persons for matters pertaining to City business without supervisory approval.
3. The State Attorneys Office shall be contacted for legal matters pertaining to arrest, prosecutions, search and seizure, and evidence.

G. Jury Duty:

1. Sworn Personnel: As provided in Florida Statutes: "Neither the Governor nor any Cabinet Officer, nor any sheriff or his deputy, municipal police officer, clerk of court or judge shall be qualified to be a juror." Accordingly, any police officer summoned to serve as a juror in the county or circuit court of this county need not appear for jury duty but need only submit it with a memo to the Chief of Police, who will direct his Administrative Assistant to send a letter stating that said individual is currently employed as a municipal police officer and for such reason wishes to be excused from the summons.
2. Non-Sworn Personnel: Non-sworn members shall notify their immediate supervisor via memorandum upon receipt of a summons to appear as a juror. The non-sworn member's supervisor shall forward this memorandum to their supervisor, along with a copy of that member's summons.
 - a. Non-sworn members summoned to serve on jury duty will be listed as excused with proper notification.
 - b. All fees for jury service shall be remitted to the Administrative Assistant in accordance with the procedure outlined for witness fees. Non-sworn members are not allowed to accept compensation while serving on City time.

H. PRE-FILING CONFERENCES:

1. Members affecting an arrest requiring a pre-file conference will be contacted by the State Attorney's Office for a pre-file conference.

2. The officer will set the pre-file conference for on-duty whenever practical. Those officers working the midnight shift shall set the pre-file conference for the earliest morning appointment available.



CITY OF SOUTH MIAMI
 DEPARTMENT OF ADMINISTRATIVE SERVICES
 HUMAN RESOURCES DIVISION
 REQUEST FOR OUTSIDE EMPLOYMENT

The City of South Miami

Employee Policies & Procedures Manual provides that employees in the municipal service may engage in outside employment with the approval of the City Manager and with the understanding that their primary duty, obligation, and responsibility is to the City. City employees may accept incidental or occasional outside employment as long as the employment is not contrary, detrimental or adverse to the interests of the City and as long as no City time, equipment, or other resources are used. The City's policy further requires that any City employee intending to engage in outside employment must first obtain approval from the City Manager upon filing a written notice to their Department Head. These approvals must be renewed on an annual basis and copies of all outside employment approvals shall be maintained in the centralized personnel files of the Human Resources Division of the Administrative Services Department. Written notices of outside employment must be submitted in the form of an attachment to or provided in the Outside Employment Statement that is mandated by Miami-Dade County to be completed and filed with the City Clerk by July 1st of each year, per Miami-Dade County Code Section 2-11.1(k)(2). Detailed information on outside employment is available on the Miami-Dade County Commission on Ethics website.

Employee's Name

Employee ID Number

City Employment

Charter Official

Full-Time Employee

Part-Time Employee

Department

Position or Title

Job Responsibilities

Proposed Outside Employment

Name of Company/ Organization		
Job Title		
Responsibilities		
Location(s)		
Work Schedule(s)		
Total Hours Per Week		



CITY OF SOUTH MIAMI
DEPARTMENT OF ADMINISTRATIVE SERVICES
HUMAN RESOURCES DIVISION
REQUEST FOR OUTSIDE EMPLOYMENT

Will your proposed outside employer release you if and when your services are needed by the City of South Miami?

Yes

No

In my outside employment, I am employed by one of the following types of organizations:

Company or organization that is not a City of South Miami vendor.

Company or organization that is a City of South Miami vendor. (An Ethics Opinion from the Miami-Dade County Commission on Ethics should be requested to ensure that no conflict of interest exists, and the City employee is required to file a sworn affidavit disclosing such employment with the Office of the City Clerk.)

Self-employed through my private business, whether incorporated or not. (If your privately-owned business is seeking to contract with the City of South Miami, you are required to request an Ethics Opinion with the Miami-Dade County Commission on Ethics.)

Company or organization owned by an immediate family member; defined as a spouse, domestic partner, parents, children and stepchildren of employee. (If the company is owned by your immediate family member is seeking to contract with the City of South Miami, an Ethics Opinion from the Miami-Dade County Commission on Ethics is required.)

I affirm that the information I have provided on this form is true, and I pledge to abide by the requirements listed herein.

Employee's Signature

ID#

Date

Sergeant Signature

ID#

Date

Lieutenant Signature

ID#

Date

Captain Signature

ID#

Date

Assistant Chief Signature

ID#

Date

Chief of Police Signature

ID#

Date