

PBA/Escambia County Sheriff's Office
UNION Proposal - Article #16
Deputy Sheriff, Sergeants & Lieutenants, Direct Support CBA
DATE: July 19th, 2022
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ARTICLE 16: FRINGE BENEFITS

16.01 Employee Assistance Program

The Sheriff shall provide an Employee Assistance Program in which one or more confidential consultations are available for any officer and dependents with any type of personal problem which might interfere with their work performance (medical, mental, family, financial, substance abuse, etc.).

16.02 Educational Benefits

The Sheriff shall provide tuition, per diem, room, and travel allowance for employees attending approved out of town schools and training costs for employees attending training institutions within the geographical area of this Sheriff's Office.

16.03 Tuition Reimbursement Program

The Sheriff shall reimburse employees for tuition costs for approved course work from an accredited college or university in accordance with current Sheriff's Office policy.

16.04 Boot Allowance

The Sheriff authorizes a boot allowance of \$10.00 per month for deputies while assigned to a patrol shift, Court Security, Civil, and School Resource Officers, and Crime Scene Technicians. Civil Process Servers are authorized to receive a \$50.00 per year boot allowance.

16.05 Benefits for Employees on Leave of Absence without Pay

A. Employees on leave of absence without pay, including parental leave, shall be eligible to participate in the insurance plans and the Employee Assistance Program provided above. Payment for benefits previously enrolled in shall remain at the active employee contribution rate and payment must be submitted to the agency on the same payment schedule as required for active employees. Any employee who is in a non-pay status will be notified at 30 days when they have not paid for their elected benefits that they will be removed from the policy at 60 days if they have not paid their portion in full unless FMLA prevails.

For the Sheriff

Chief Deputy Tommi Lyter Sheriff's Chief Labor Negotiator

Date

For PBA

John Kristofferson
PBA's Chief Labor Negotiator

Date _____

PBA/Escambia County Sheriff's Office

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37 **B.** The choice to participate in any or all of the benefits listed above shall reside with each
38 employee, provided that the employee electing to participate in group insurance plan(s)
39 meets the eligibility requirements of the carrier(s). All costs of participation shall be paid
40 by the employee according to the method prescribed by the carrier(s).

41

42 **16.06 Retiree Benefits**

43 **A.** Retired employees shall be eligible to participate in the insurance plans pursuant to Florida
44 law.

45 **B.** The choice to participate in any or all of the benefits listed above shall reside with each
46 retired employee, provided that an employee electing to participate in group insurance
47 plan(s) meets the eligibility requirements of the carrier(s). All costs of participation shall
48 be paid by the employee according to the method prescribed by the carrier(s).

49 **C.** Any benefits not elected by the retiring employee within 30 days of retirement shall be
50 permanently forfeited from future enrollment opportunity. If the situation of a death or
51 disenrollment should occur when both spouses are retirees, the affected retiree would be
52 eligible to continue coverage under their own individual account.

53 **16.07 Early Retirement Bonus**

54 The Retirement Incentive Program will grant a salary incentive to employees who choose to retire
55 during their first eligible year for normal retirement. Normal retirement as defined by the current
56 Florida Retirement System is the time the member is first eligible to receive an unreduced
57 retirement benefit based on the member's age or years of service.

58

59 Early Retirement for the Pension or the Investment Plans is an employee who is classified as a
60 retiree by retiring from the agency in good standing within one year of the age or years of service
61 required for their classification based on the Florida Retirement System definition listed above.

62

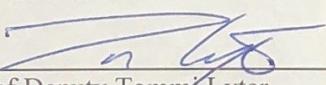
63 Retirement from the agency is defined as terminating employment with the agency.

64

65 Employees who choose to participate in the Florida Retirement System DROP program shall not
66 be eligible to receive compensation under the Retirement Incentive Program.

67 Under the Retirement Incentive Program, the employee who chooses to retire during their first
68 eligible year under any one of the above options may receive a 15% salary incentive. This salary
69 incentive reduces to 10% for the second year and 5% for the third year. After the third eligible

For the Sheriff

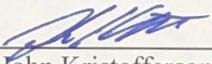


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

7/19/22

Date

For PBA



John Kristofferson
PBA's Chief Labor Negotiator

7/19/2022

Date

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70 year, no retirement incentive will be paid. Based on the definition of "normal" retirement and the
71 original purpose for creating the Retirement Incentive Program, a salary incentive is authorized
72 under the Retirement Incentive Program one time only.

73

74 In addition to the above definition of "normal" retirement, the employee must submit a Letter of
75 Intent to Retire to the Employee Benefits department a minimum of four (4) months in advance.

76

77 Retirement Incentive Calculation:

78 Hourly salary + educational incentive x 2080 (annual work
79 hours) x 15%, 10% or 5% = Retirement Incentive Payment

80

81 **16.08 Investment plans**

82 Employees may elect to participate in all investment programs, plans, and opportunities to the
83 extent allowed by law. This does not confer any greater right to employees other than those rights
84 set forth in the written Plan Documents for each individual plan or program. This provision is not
85 intended to make any representations as to the nature of each plan or the outcomes of any
86 investments made by members.

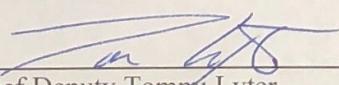
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88 **16.09 Elective Insurance**

89

90 The Parties agree that elective health, life, dental, vision, accidental death and dismemberment,
91 long term disability and accidental insurance benefits will be administered by The Escambia
92 County Sheriff's Office. The parties agree that for the term of this Agreement, the employee
93 premiums for such benefits shall be outlined in Appendix B, attached to this Agreement. In the
94 event that the information outlined in Appendix B requires adjustment by the Sheriff, the parties
95 agree that such changes shall be negotiated with the Association within thirty (30) days of the
96 Sheriff, or their designee, becoming aware of such increase/decrease.

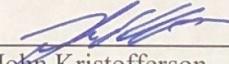
For the Sheriff


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

Date

7/19/22

For PBA


John Kristofferson
PBA's Chief Labor Negotiator

Date

7/19/2022

Appendix B

Medical Insurance

Health Insurance Plan 1-Monthly Rates		
Benefit Level	Employee	Retiree
Member	\$100.00	\$768.70
Member + Spouse	\$415.00	\$1609.10
Member + Children	\$405.00	\$1332.14
Member + Family	\$590.00	\$2179.84

Health Insurance Plan 2-Monthly Rates		
Benefit Level	Employee	Retiree
Member	\$30.00	\$754.18
Member + Spouse	\$175.00	\$1577.16
Member + Children	\$180.00	\$1306.00
Member + Family	\$220.00	\$2136.34

Health Insurance Plan 3-Monthly Rates		
Benefit Level	Employee	Retiree
Member	\$9.50	\$697.62
Member + Spouse	\$144.86	\$1452.74
Member + Children	\$131.26	\$1204.20
Member + Family	\$170.42	\$1966.68

Medicare Advantage Plans		
Benefit Level	HP	LP
Member	\$206.79	\$191.25
Member + Spouse	\$413.58	\$382.50

Dental Insurance

Delta Dental Plan-Monthly Rates		
Benefit Level	Employee	Retiree
Member	\$0.00	34.50
Member + Spouse	\$27.10	68.14
Member + Children	\$22.98	59.40
Member + Family	\$34.76	97.60

Vision Insurance

VSP Plan-Monthly Rates		
Benefit Level	Employee	Retiree
Member	\$5.32	\$5.32*
Member + Spouse	\$12.26	\$12.26
Member + Children	\$11.46	\$11.46*
Member + Family	\$15.98	\$15.98*

*Retirees may continue vision coverage through COBRA with a 2% Admin. Fee, only if they were enrolled at the time of retirement.

J. G. S. 1/19/22

J. G. S. 1/19/22

Appendix B

Supplemental Life & AD&D Insurance

Employee, Spouse and Dependent Supp. Life		
Age Bands	Employee	Spouse
0 - 29	\$0.070	\$0.070
30 - 39	\$0.090	\$0.090
40 - 44	\$0.150	\$0.150
45 - 49	\$0.250	\$0.250
50 - 54	\$0.450	\$0.450
55 - 59	\$0.750	\$0.750
60 - 64	\$0.830	\$0.830
65 - 69	\$1.630	\$1.630
70-74	\$2.970	\$2.970
75+	\$5.47	\$5.47
Supplemental AD&D (per \$1,000)	\$0.040	\$0.040
Child Life (per \$1,000)	\$0.130	
Retiree Life (flat \$5,000)	\$0.00 (Employer Paid)	

Long Term Disability

Vol. LTD (rates per \$100)		
Age Bands	180 Days	365 Days
0 - 24	\$0.342	\$0.180
25 - 29	\$0.369	\$0.190
30 - 34	\$0.432	\$0.230
35 - 39	\$0.630	\$0.340
40 - 44	\$1.040	\$0.560
45 - 49	\$1.630	\$0.880
50 - 54	\$2.460	\$1.330
55 +	\$3.190	\$1.720

Vol. Accident Insurance

VAIP	
Benefit Level	Employee
Employee ONLY (per \$1,000)	\$ 0.04
Family (per \$1,000)	\$ 0.06

T. G. 7/19/22

M. 7/19/2022

PBA/Escambia County Sheriff's Office
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ARTICLE 20: SALARIES

2 **20.01 Pay Scales**

3 A. The Sheriff will propose budgetary increases to the Board of County Commissioners for
4 the purposes of obtaining fair compensation for the professional services rendered by the
5 employees of the Escambia County Sheriff's Office. Annually, the Sheriff will propose a
6 budget which will result in a pay increase of at least 3%. In the event that the amount
7 sought is appropriated by the Board of County Commissioners, the Sheriff shall increase
8 the pay of the bargaining unit employees accordingly. In addition, it is anticipated that the
9 Board of County Commissioners may review the rate of compensation of various
10 occupations of employees of Escambia County. The Sheriff agrees to use every best effort
11 to obtain additional funding through this process and, if appropriated by the Board of
12 County Commissioners, to provide such pay increases as may be achievable through that
13 process to the employees of the Escambia County Sheriff's Office. The Sheriff further
14 agrees to seek Escambia County Sheriff's Office Deputy and employee pay and benefit
15 parity with the pay and benefits granted to other employees of Escambia County. The PBA
16 commits to support the Sheriff in his efforts to obtain additional compensation and pay and
17 benefit parity with the County.

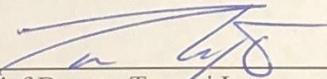
18 ~~In the event that an employee's merit raise would result in pay that is above the maximum
19 of the pay grade, the employee's annual salary will either be raised to the maximum annual
20 salary for that pay grade, or the employee will receive a one-time lump sum payment equal
21 to the merit percentage pay increase given to all employees. During each Fiscal Year, the
22 pay ranges (base through topout) of all bargaining unit members shall increase at the same
23 rate of the pay increase. Example, if a member's pay increase is five percent (5%), the pay
24 ranges shall increase by five percent (5%) as well.~~

25 **20.02 Educational Incentive Pay**

26 Employees shall be eligible for Education Incentive Pay in accordance with policy. This paid
27 benefit is not automatically triggered by time spent with the agency. Qualifying training hours
28 include approved CJSTC training hours completed while on duty if the course is required by the
29 agency, job-related training approved and funded by the Sheriff, range time, and mandatory
30 retraining, block training or In-service training conducted by the agency.

31 A. Sworn officers are required to earn two hundred (200) hours of qualifying education and/or
32 training time during the previous five (5) year employment period. Provisions of this policy

For the Sheriff


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

7/19/22
Date

For PBA


John Kristofferson
PBA's Chief Labor Negotiator

7/19/2022
Date

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33 shall not duplicate those of Salary Incentive Pay as established by the Criminal Justice
34 Standards and Training Commission (CJSTC) nor the Career Path program in provisions
35 22.01.

36 B. Civilian employees are required to earn fifty (50) hours of qualifying education and/or
37 training time during the previous five (5) year employment period.

39 Educational Incentive pay will be granted to each qualifying permanent employee,
40 including part-time employees who work a regular schedule of at least twenty (20) hours
41 per week, at the following rates:

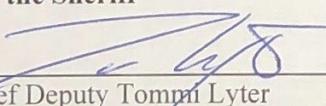
<u>Continuous Service Time</u>	<u>Educational Incentive Percentage</u>
Less than 5 years	0%
5 – 9 years	2%
10 – 14 years	4%
15 – 19 years	6%
20 – 24 years	8%
25 years or more	10%
30 years or more (civilian only)	12%

43
44 20.03 **Assignment Pay**

45 A. The Sheriff and the Association recognize that there are some assignments that are
46 temporary in nature that are essential to the modern law enforcement mission. Many of
47 those activities exceed the job description of the employee as to both authority and
48 responsibility. However, the available manpower of the Department and/or the demand
49 for these services precludes the creation of special job descriptions to be filled on a
50 permanent basis. In order to adequately compensate those employees assigned these
51 additional responsibilities, the employee will receive assignment pay in the following
52 amounts:

<u>ASSIGNMENT</u>	<u>MONTHLY COMPENSATION</u>	<u>HOURLY COMPENSATION</u>
Investigations	\$200.00	\$1.15
SRO's	\$200.00	\$1.15
Narcotics	\$200.00	\$1.15

For the Sheriff


Chief Deputy Tompion Lyter
Sheriff's Chief Labor Negotiator

Date 7/19/22

For PBA


John Kristofferson
PBA's Chief Labor Negotiator

Date 7/19/2022

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K-9 Officers	\$200.00	\$1.15
FTO's	The higher of \$300 or 10% of base pay plus educational incentive	Varies depending on base pay
SWAT	\$200.00	\$1.15
Hostage Negotiation	\$100.00	\$.57
Certified Communications Training Officer	\$125.00 (only when with an assigned trainee)	\$.72
Shift Communications AOIC	\$150.00	\$.87
Dive Team	\$100.00	\$.58
Honor Guard	\$100.00	\$.58
Cadet Coordinator	\$100.00	\$.58
Criminal Intelligence Technician	\$50.00	\$.29

53 Employees who are assigned to more than one of the above positions will receive assignment pay
54 for only one position that being the highest compensation. Officers assigned to SWAT may receive
55 total assignment compensation up to \$300 with a second qualifying assignment pay.

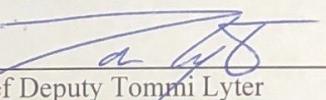
56 B. The computation of assignment pay shall be in accordance with current practice which will
57 be calculated and paid hourly.

58 C. Assignment to the above positions shall be at the discretion of the Sheriff. Involuntary
59 transfer out of that assignment is grievable to the Sheriff. If transfer out of the position is
60 due to a reduction in the number of positions, said action will not be grievable provided
61 the reduction is done by seniority within the unit. The decision of the Sheriff shall be final.

62 D. No new 1st Lieutenant assignment pay will be assigned after ratification of this
63 agreement.

64

For the Sheriff


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

Date

7/19/22

For PBA


John Kristofferson
PBA's Chief Labor Negotiator

Date

7/19/2022

PBA/Escambia County Sheriff's Office
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65 **20.04 Salary Incentive Pay**

66 Officers shall earn and be paid Salary Incentive Pay in accordance with requirements and
67 procedures established by the Criminal Justice Standards and Training Commission (CJSTC).

69 **20.05 Merit Increases**

70 A. Nothing in this Article shall preclude the Sheriff from awarding additional merit pay
71 increases limited to 10% per year if the Sheriff determines adequate funds are available.

72 B. In the event that an employee's merit raise would result in pay that is above the maximum
73 of the pay grade, the employee's annual salary will either be raised to the maximum annual
74 salary for that pay grade, or the employee will receive a one-time lump sum payment equal
75 to the merit percentage pay increase given to all employees.

77 **20.06 Civilian Clothing Allowance**

78 Officers who are assigned to positions requiring civilian business dress attire shall receive a
79 civilian clothing allowance of \$40.00 per month.

80 **20.07 Equipment Allowance**

81 Garage mechanics may receive up to \$500.00 per year for tool replacement.

83 **20.08 Shift Differential Pay**

84 A. Direct support personnel assigned to Communications, Report Takers, Crime Scene,
85 Evidence Technicians, Records Clerks and Dispatch Aides assigned to the Evening Shift
86 or the Midnight shift shall receive compensation as follows:

87 Evening shift... \$150.00 per month additional

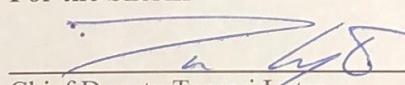
88 Midnight shift... \$200.00 per month additional

89 NOTE: Evening shift and Midnight shift hours may fluctuate depending on assigned unit
90 schedules.

91 Shift differential is intended for an individual who is assigned to an evening or midnight
92 shift and not for an occasional occurrence of working over normal shift hours. If the
93 majority of the shift worked is after 1700, then shift differential will be given. If the
94 majority of the shift worked is after 2400, then shift differential will be given.

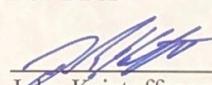
96 B. Patrol Shift Differential:

97 **For the Sheriff**


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

7/19/22
Date

For PBA

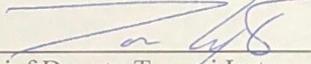

John Kristofferson
PBA's Chief Labor Negotiator

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98 Definitions: An Officer assigned to an evening or midnight shift:
99
100 Evening Shift\$120.00 per month additional
101 Midnight Shift.....\$160.00 per month additional
102
103 Any sworn officer that works any portion of the above hours shall receive compensation
104 for those hours worked. Shift differential is intended for an individual who is assigned to
105 an evening or midnight shift and not for an occasional occurrence of working over normal
106 shift hours.

For the Sheriff



Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

Date 7/19/22

For PBA



John Kristofferson
PBA's Chief Labor Negotiator

Date 7/19/2022

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ARTICLE 22 **CAREER PATHS AND PROMOTIONAL PROCEDURES**

22.01 Definitions

- A. The term *seniority* as used in this article is defined in Article 12 of this Agreement.
- B. The term *years of service* as used in this Article shall mean total years of continuous service as an Escambia County Deputy Sheriff in a classified position.
- C. The term *Prior Service* as used in this article shall mean the total years of full-time employment as a Certified Law Enforcement Officer in the state of Florida who have experience with a Florida law enforcement agency with more than 100 sworn personnel. No more than three (3) years of prior service shall be utilized in determining eligibility for advancement under the Deputy Sheriff Career Path.
- D. Training hours defined as *qualifying training hours* for the purposes of promotion or career progression include hours of approved CJSTC training courses that the candidate for promotion or progression successfully completed while off duty. Approved CJSTC training hours completed while on duty are also acceptable if the course is required by the agency and not considered mandatory retraining, block training or in-service training conducted by the agency (ex: ICS courses would be accepted.) CJSTC training that will not count for promotion or career progression includes mandatory training classes necessary to maintain officers' certification or classes conducted by the agency that are mandatory for all officers in the specific class or bargaining unit to attend (such as DV, Range, Pro-Net, etc.) Candidates for promotion or progression may use approved CJSTC training courses obtained within three years of employment with the Escambia County Sheriff's Office under the following conditions:
 1. The course must be an approved Florida CJSTC or equivalent training course.
 2. The training does not qualify as mandatory retraining as described above.
 3. The candidate must have been employed with an approved or qualifying law enforcement agency at the time of the training.
 4. The course completion certificate must be submitted to the Training Section OIC for verification and approval.

22.02 Promotional Procedures and Career Paths

A. Deputy Sheriff:
A Deputy Sheriff shall serve in a probationary period for one (1) year. The probationary period may be extended by the Sheriff for up to an additional year with the consent of the employee. This authority to extend the probationary period shall be the exception rather

For the Sheriff

Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

Date

For PBA

John Kristofferson PBA's Chief Labor Negotiator

Date

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37 than the rule. In the event that probation is extended, the employee will enter into a contract
38 with the Sheriff specifying the terms of the extension.
39

40 **B. Deputy Sheriff 1st Class:**

41 Officers rated as Deputy Sheriff will advance to Deputy Sheriff 1st Class upon reaching 7
42 years' service/seniority and must have successfully completed 200 hours of approved
43 training. An officer may substitute up to 100 classroom hours of law enforcement college
44 level classes for the 200 training hours required. An officer will receive 5% proficiency
45 pay upon meeting the requirements to become a Deputy Sheriff 1st Class.
46

47 **C. Senior Deputy:**

48 Officers rated Deputy Sheriff 1st Class will advance to Senior Deputy upon reaching 12
49 years of service/seniority and the successful completion of an additional 200 hours of
50 approved training. The 200 hours of approved training must have been completed while
51 the officer was in the rate of Deputy Sheriff 1st Class. An officer may substitute up to 100
52 classroom hours of law enforcement college level classes for the 200 training hours
53 required. An officer will receive 5% proficiency pay upon meeting the requirements to
54 become a Senior Deputy.
55

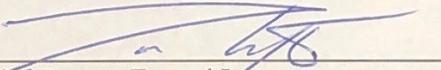
56 **D. Master Deputy:**

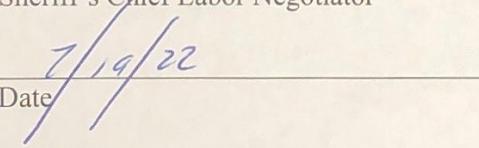
57 Officers rated Senior Deputy will advance to Master Deputy upon reaching 17 years of
58 service/seniority and successfully completing an additional 200 hours of approved training
59 while in the rate of Senior Deputy. An officer may substitute up to 100 classroom hours of
60 college level courses for the 200 hours of training required. An officer will receive 5%
61 proficiency pay upon meeting the requirements to become a Master Deputy.
62

63 **E. Lateral Hires**

64 This applies to a full-time certified Deputy Sheriff with prior law enforcement experience
65 with an agency with more than 100 sworn personnel in the State of Florida. A lateral hire
66 will be awarded one percent (1%) above base salary for each full year of comparable full-
67 time experience up to a maximum of ten percent (10%) above the base salary. Per this
68 agreement, a lateral hire will not be compensated at a wage greater than an existing ECSO
69 Deputy Sheriff with an equal number of years of law enforcement experience. This is
70 retroactive for current members for a five (5) year period from date of ratification.
71
72

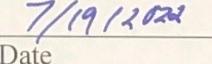
For the Sheriff


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator


Date 7/19/22

For PBA


John Kristofferson
PBA's Chief Labor Negotiator


Date 7/19/2022

73 F. Employees transferring Bargaining Units

74 The parties acknowledge that there are occasions when a direct support employee transfers
75 his or her employment from the direct support bargaining unit to the law enforcement
76 bargaining unit. While it is not as common, law enforcement deputies may also transfer
77 his or her employment from the law enforcement bargaining unit to the direct support
78 bargaining unit, upon appropriate training and certification. Because these transfers could
79 otherwise involve the loss or gain of substantial hourly or annual compensation, the parties
80 agree that no such transferring law enforcement employee shall lose more than ten percent
81 (10 %) of the former hourly rate of pay unless the maximum salary of the new position
82 transferring into results in a pay loss of more than ten percent (10%), in which case, the
83 transferring officer will be paid at that maximum salary. A civilian would be compensated
84 at base pay of a Deputy Sheriff upon transfer.

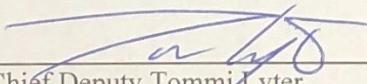
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86 If a probationary employee transfers between a sworn and non-sworn bargaining unit due
87 to promotion, the employee does so with no guarantee he or she will be permitted to return
88 to the original bargaining unit vacated during the promotional process.

89
90 A maximum of three years credit will be awarded towards achieving Deputy 1st Class
91 status for any deputy changing his or her bargaining unit during the first seven years of
92 employment with the Escambia County Sheriff's Office.

93 **22.03 Implementation**

94 CJSTC advanced/specialty courses completed or in which the officer is actively enrolled as of the
95 date of ratification may be used to satisfy the requirements set forth for promotion. The Sheriff
96 may add to the list of approved courses at his discretion. Should any course be deleted from the
97 list or eliminated by CJSTC, officers who have completed the affected course shall maintain
98 appropriate credit toward these requirements. In order for the courses to count for promotion, the
99 course credit must have been earned during the officer's off-duty, uncompensated hours, with the
100 exception of those courses where the employee was directed to attend by management for the good
101 of the agency.

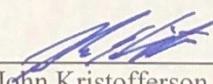
102 **For the Sheriff**

103 
104 Chief Deputy Tommi Lyter
105 Sheriff's Chief Labor Negotiator

106 Date

107 7/19/22

108 **For PBA**

109 
110 John Kristofferson
111 PBA's Chief Labor Negotiator

112 Date

113 7/19/2022

PBA/Escambia County Sheriff's Office

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109 **22.04 Promotion to Sergeant and Lieutenant**

110 A. A written examination and oral interview shall be established for law enforcement Sergeant
111 and for law enforcement Lieutenant Positions. The examination and interview process will
112 be conducted pursuant to the process set forth in HR Rules, Section 16 Promotions as
113 outlined below.

114 **B. Promotional Process**

115 The following promotional procedure shall be followed for the classifications of Deputy and
116 Sergeant and scored as follows:

120 Written Exam 50%

121 Oral Exam 20%

122 Assessment 30%

123 (a) Written Examination

124 (1) A written examination comprised of 100 questions shall be developed by subject
125 matter experts. Each correct answer shall be worth one (1) point. Subject matter
126 experts shall be selected by agreement between the Sheriff and the PBA President.

127 (2) The written exam will be scored as 50% of the final score. There will be no pass
128 or fail score. The top twenty-five (25) candidates for Lieutenant and the top fifty
129 (50) candidates for Sergeant will proceed to the next step of the process, oral
130 interview. Topics may include, but are not limited to:

131 Sheriff's Office Policy

132 Florida State Statutes

133 Rules of Criminal Procedure

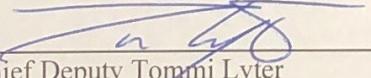
134 Search and Seizure Laws

135 Rules of Civil Procedure Civil Liability

136 Human Resources Rules and Procedures

137 (3) A minimum of sixty (60) days of study time shall be provided. Study material
138 shall be developed and identified prior to the beginning of the 60-day study
139 period.

140 **For the Sheriff**

141 
142 Chief Deputy Tommi Lyter
143 Sheriff's Chief Labor Negotiator

144 Date 7/19/22

For PBA


John Kristofferson
PBA's Chief Labor Negotiator

Date 7/19/22

145 (b) Oral Examination

146 (1) An oral examination will be comprised of three to five questions developed by subject
147 matter experts. The subject matter experts will train the Oral Interview Board on the
148 scoring process. The Board and scoring process will remain consistent throughout
149 the oral examination process. The oral examination will be scored as 20% of the
150 final score.

151 (2) The Oral Interview Board will be comprised of 5 members. One member will be
152 selected by the Sheriff and one member will be selected by the PBA. The Sheriff
153 and the PBA will provide two names to the other; each will have one veto. If no
154 veto is placed the Sheriff or the PBA may select either as their selection on the
155 Board. If a veto is lodged against one of the selections, the alternate will be selected
156 for the Board. The remaining three board members will be officers of the rank being
157 tested for or higher from other local agencies.

158 (3) Topics may include but are not limited to: Sheriff's Office Policy; Florida State
159 Statutes; Rules of Criminal Procedure; Human Resources Rules and Procedures.

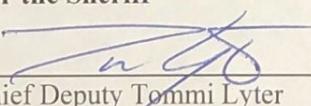
160 (c) Points for Promotional Process

161 1. Points will be awarded to Deputy Sheriff's in the Sergeant's promotional process
162 after the oral interview and before the assessment. The maximum allowable points shall
163 not exceed 10. This section does not apply to Sergeants taking the Lieutenant's
164 promotional examination.

165 Points are awarded per year of assignment/service as follows:

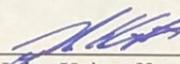
166 FTO	2.00
167 Investigations	0.50
168 SWAT	0.25
169 Honor Guard	0.25
170 Hostage Negotiator	0.25
171 Dive Team	0.25
172 K-9	0.25

173 For the Sheriff

174 
175 Chief Deputy Tommi Lyter
176 Sheriff's Chief Labor Negotiator

177 7/19/22
178 Date

179 For PBA

180 
181 John Kristofferson
182 PBA's Chief Labor Negotiator

183 7/19/2022
184 Date

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181 2. Points will be awarded to Sergeants in the Lieutenant's promotional process after
182 the oral interview and before the assessment. Each Sergeant will receive one (1) point for
183 each full year of service at the rank of Sergeant. The maximum allowable points shall not
184 exceed five (5) points for seniority.

185
186 (d) Higher Education Points

187
188 Points are awarded for the highest degree received and only one degree may be claimed. The
189 following points are awarded for degrees:

<u>Associates</u>	<u>1.00</u>
<u>Bachelors</u>	<u>2.00</u>
<u>Masters</u>	<u>3.00</u>

190
191 (e) Assessment

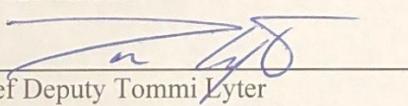
192
193 After the oral interview the top 15 candidates for Lieutenant and the top 30 candidates for
194 Sergeant will proceed to the assessment phase of testing. The assessment phase will be
195 scored as 30% of the final score. The final list will follow and if a candidate makes it through
196 this phase, they will automatically be on the final promotional list.

197
198 (f) Promotional Process Overview

199
200 The promotional process will be conducted as a blind process to ensure fair scoring and treatment
201 of all candidates.

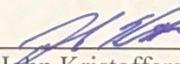
202
203 Officers will submit an application for the promotional process through the Human
204 Resources Office. All applications received by the posted deadline will be evaluated against
205 stated eligibility requirements. Each applicant will be notified of their eligibility. One week prior
206 to the test date the eligible candidate must obtain a photo ID from Human Resources which
207 will identify them as a promotional candidate for a specific rank. The photo ID will not
208 contain any demographic information, such as name or date of birth, but will contain a
209 random reference number. The reference number and ID will identify the eligible candidate
210 throughout the promotional process and will be used on all written materials. The Human
211 Resources Manager will maintain a confidential listing of reference numbers assigned to each
212 eligible candidate.

213 For the Sheriff


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

7/19/22
Date

For PBA


John Kristofferson
PBA's Chief Labor Negotiator

7/19/2022
Date

PBA/Escambia County Sheriff's Office

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214 The written exam will be proctored by the Human Resources staff and at least 1 person familiar
215 with promotional testing processes. Each candidate will be required to show the photo ID
216 containing the reference number for admittance to the testing room. The candidates' reference
217 number will be placed on the answer sheet. Upon completion of the written exam, the
218 candidates' thumb print will be placed on the top of the answer sheet when it is turned in to
219 the proctor. There will be no study materials, electronics (cell phones, pagers), heavy clothing
220 (jackets, etc.), or firearms allowed into the testing room.

221

222 The oral examination interviews will be conducted at a location mutually agreed upon by the
223 PBA and the Sheriff. The Oral Interview Board will be selected as described above. The Board
224 will be given a list of appointments and the reference numbers that correspond with the candidate
225 for that appointment. All references to the candidate and interview will be by the assigned
226 reference number. The candidate's photo ID will be verified upon check in. Interviews will
227 be proctored by Human Resources staff. Upon the completion of each interview the proctor will
228 collect the packets from each Board member and place them in a sealed envelope. The candidate's
229 reference number and thumb print will be placed on the outside of the packet. The contents
230 of the packet will be graded at a later time and resealed.

231

232 The assessment will be directed by the testing company and their representative as
233 facilitator. A schedule for the assessment will be developed and assigned for those progressing
234 to this phase. The testing facilitator will be in charge of scoring and submitting the final list of
235 the candidates to be placed in their ranked list.

236

237 At the conclusion of the testing process, each phase of testing will be "blindly" scored
238 utilizing reference numbers only. The score from each phase will be added together to
239 comprise a total score for each candidate. This process will be monitored by the Human
240 Resources Manager.

241

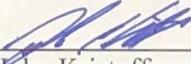
242 A promotional eligibility list will be compiled and certified by the Human Resources
243 Manager. Candidates may obtain their individual scores utilizing the reference number via the
244 Sheriff's Office website after the promotional list has been certified. The scores and
245 corresponding reference numbers presented to the Sheriff will be listed in descending order
246 with the highest score being number one on the list and the lowest score being the last score
247 on the list. In the event of a tie, the candidate who is most senior by rank, then seniority in the
248 bargaining unit, will be placed ahead of the other candidate. The Sheriff may review the
249 personnel and disciplinary folders of each candidate or establish a board for this purpose in

For the Sheriff


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

7/19/22
Date

For PBA


John Kristofferson
PBA's Chief Labor Negotiator

7/19/2022
Date

250 order to determine the best candidates for promotion. Names and other identifying information
251 will be redacted from the personnel and disciplinary folders in order to preserve the blind
252 promotional process.

253
254 The Sheriff has the option to select from the top five candidates from the certified promotional
255 list. Any candidates passed over will retain their position on the list for future consideration.

256
257 Active Military:

258 In the case of active military deployments, the Human Resources Manager will reserve confidential
259 testing materials and will make arrangements for qualified candidates to take the entire exam by
260 proctor, if possible, or the candidate will be permitted to complete the process within sixty (60)
261 days of returning to work. After completion of the exam, the candidates score will be merged
262 into the existing list. A minimum of sixty (60) days of study time shall be provided. Study
263 material shall be developed and identified prior to the beginning of the 60-day study period.

264
265 C. A new promotional list shall be established upon completion of the testing of the applicants
266 and will remain valid for a period of 18 months, at which time a new series of exams will
267 be given and a new list established. Within 90 days of the expiration of each list, Human
268 Resources will begin the process to establish a new list.

269
270 D. No officer is eligible to participate in the promotional process without first successfully
271 completing the full Law Enforcement Field Training Program. If an employee's most
272 recent hire date was before the Agency adopted a Field Training Program (1984) they are
273 exempt from this provision.

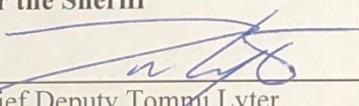
274
275 E. Eligibility for promotion shall be based upon the following:

276
277 1. Law Enforcement Sergeant:

278
279
280
281
282
283

- Three (3) years of full-time continuous service as a Law Enforcement Deputy within the Escambia County Sheriff's Office and ten (10) years law enforcement experience with a Florida law enforcement agency with more than 100 sworn personnel.
- Four (4) years of full-time continuous service as a Law Enforcement Deputy within the Escambia County Sheriff's Office and a Bachelor's Degree; or
- Five (5) years of full-time continuous service as a Law Enforcement Deputy within the Escambia County Sheriff's Office and an Associate Degree; or

For the Sheriff


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

7/19/22
Date

For PBA


John Kristofferson
PBA's Chief Labor Negotiator

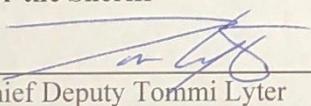
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284 • Six (6) years of full-time continuous service as a Law Enforcement Deputy
285 within the Escambia County Sheriff's Office
286 2. Law Enforcement Lieutenant:
287 • Two (2) years of full-time continuous service as a Law Enforcement Sergeant
288 within the Escambia County Sheriff's Office and a Bachelor's Degree; or
289 • Three (3) years of full-time continuous service as a Law Enforcement Sergeant
290 within the Escambia County Sheriff's Office and an Associate Degree; or
291 • Four (4) years of full-time continuous service as a Law Enforcement Sergeant
292 within the Escambia County Sheriff's Office.
293 • Effective the date of ratification [ADD DATE] any new hire must have a
294 Bachelor's Degree in order to qualify for Lieutenant promotion. (This
295 requirement does not apply to employees hired before the date of ratification.)
296

297 F. Promotion from Sergeant to Lieutenant shall result in a twenty (20%) percent pay increase,
298 or to the pay rate of the senior lieutenant, whichever is less. The pay increase upon
299 promotion from Sergeant to Lieutenant shall not be less than a five percent (5%) pay
300 increase.
301 G. Promotion to Sergeant from Master Deputy shall result in a pay increase of five (5%)
302 percent. Promotion to Sergeant from Senior Deputy shall result in a pay increase of ten
303 (10%) percent. Promotion to Sergeant from First Class Deputy shall result in a pay increase
304 of fifteen (15%) percent. Promotion to Sergeant from Deputy Sheriff shall result in a pay
305 increase of twenty (20%) percent.
306 H. Probationary period: all deputies promoted to either Sergeant or Lieutenant shall serve a
307 one (1) year probationary period following the date of promotion.
308 I. Demotion: all sergeants or lieutenants that have been demoted, whether voluntary or
309 involuntary, shall be allowed to retest for promotion one (1) calendar year from the date of
310 demotion.

For the Sheriff


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

7/19/22
Date

For PBA


John Kristofferson
PBA's Chief Labor Negotiator

7/19/2022
Date

PBA/Escambia County Sheriff's Office
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ARTICLE 25: DRUG TESTING

- A. The Sheriff and the PBA agree to drug testing of Bargaining Unit employees in accordance with Chapter 440.102, Florida Statutes, of the Florida Drug Free Workplace Act.
- B. All special risk employees certified under Chapter 943, Florida Statutes, shall be subject to random drug testing.
- C. All employees are considered to work in Safety Sensitive positions and will be subject to random drug testing.

For the Sheriff

Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

Date

For PBA

John Kristofferson
PBA's Chief Labor Negotiator