

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

7/19/22

For PBA


John Kristofferson
PBA's Chief Labor Negotiator

Date

7/19/2022

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

16.06 Retiree Benefits

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

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

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

16.07 Early Retirement Bonus

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

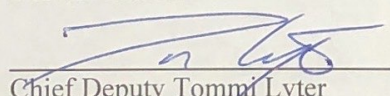
Early Retirement for the Pension or the Investment Plans is an employee who is classified as a retiree by retiring from the agency in good standing within one year of the age or years of service required for their classification based on the Florida Retirement System definition listed above.

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

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

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

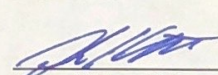
For the Sheriff


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

Date

7/19/22

For PBA


John Kristofferson
PBA's Chief Labor Negotiator

Date

7/19/2022

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

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

Retirement Incentive Calculation:

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

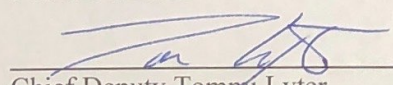
16.08 Investment plans

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

16.09 Elective Insurance

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

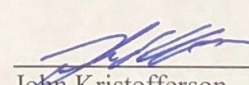
For the Sheriff


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.

[Signature] 7/19/22

[Signature] 7/19/2022

Appendix B

Supplemental Life & AD&D Insurance

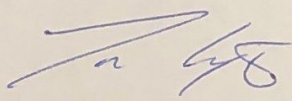
Employee, Spouse and Dependent Supp. Life		
Age Bands	Employee	Spouse
0 - 29	\$0.070	\$0.070
30 - 39	\$0.090	\$0.090
40 - 44	\$0.150	\$0.150
45 - 49	\$0.250	\$0.250
50 - 54	\$0.450	\$0.450
55 - 59	\$0.750	\$0.750
60 - 64	\$0.830	\$0.830
65 - 69	\$1.630	\$1.630
70 - 74	\$2.970	\$2.970
75+	\$5.47	\$5.47
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

 7/19/22

 7/19/2022

ARTICLE 20: SALARIES

20.01 Pay Scales

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

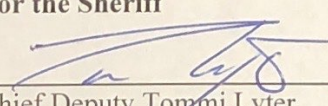
~~In the event that an employee's merit raise would result in pay that is above the maximum of the pay grade, the employee's annual salary will either be raised to the maximum annual salary for that pay grade, or the employee will receive a one-time lump sum payment equal to the merit percentage pay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

20.02 Educational Incentive Pay

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

A. Sworn officers are required to earn two hundred (200) hours of qualifying education and/or 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

Date

7/19/22

For PBA



John Kristofferson
PBA's Chief Labor Negotiator

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7/19/2022

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

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

Educational Incentive pay will be granted to each qualifying permanent employee, including part-time employees who work a regular schedule of at least twenty (20) hours 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%

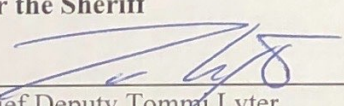
20.03 Assignment Pay

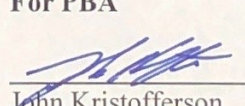
- A.** The Sheriff and the Association recognize that there are some assignments that are temporary in nature that are essential to the modern law enforcement mission. Many of those activities exceed the job description of the employee as to both authority and responsibility. However, the available manpower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

For PBA


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator


John Kristofferson
PBA's Chief Labor Negotiator

Date

Date

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

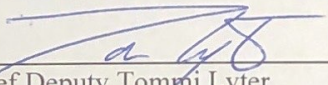
53 Employees who are assigned to more than one of the above positions will receive assignment pay
 54 for only one position that being the highest compensation. Officers assigned to SWAT may receive
 55 total assignment compensation up to \$300 with a second qualifying assignment pay.

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

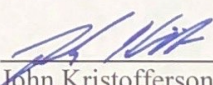
For the Sheriff


 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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Deputy Sheriff, Sergeant & Lieutenant, Direct Support CBA

DATE: July 19th, 2022

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20.04 Salary Incentive Pay

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

20.05 Merit Increases

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

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

20.06 Civilian Clothing Allowance

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

20.07 Equipment Allowance

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

20.08 Shift Differential Pay

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

Evening shift... \$150.00 per month additional

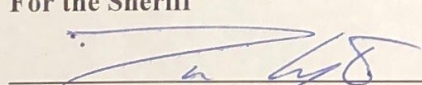
Midnight shift... \$200.00 per month additional

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

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

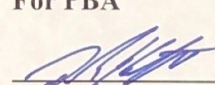
B. Patrol Shift Differential:

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

UNION Proposal - Article #20

Deputy Sheriff, Sergeant & Lieutenant, Direct Support CBA

DATE: July 19th, 2022

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98 Definitions: An Officer assigned to an evening or midnight shift:

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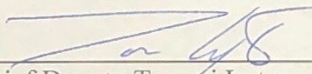
100 Evening Shift\$120.00 per month additional

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

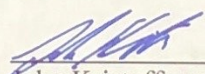


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

Date

7/19/22

For PBA



John Kristofferson
PBA's Chief Labor Negotiator

Date

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ARTICLE 22
CAREER PATHS AND PROMOTIONAL PROCEDURES

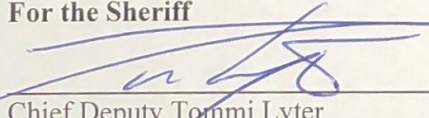
22.01 Definitions

- 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

7/19/22

For PBA


John Kristofferson
PBA's Chief Labor Negotiator

Date

7/19/2022

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

B. Deputy Sheriff 1st Class:

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

C. Senior Deputy:

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

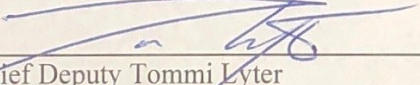
D. Master Deputy:

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

E. Lateral Hires

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


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

F. Employees transferring Bargaining Units

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

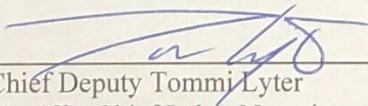
If a probationary employee transfers between a sworn and non-sworn bargaining unit due to promotion, the employee does so with no guarantee he or she will be permitted to return to the original bargaining unit vacated during the promotional process.

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

22.03 Implementation

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

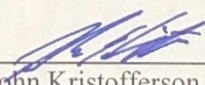
For the Sheriff


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

22.04 Promotion to Sergeant and Lieutenant

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

B. Promotional Process

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

Written Exam 50%

Oral Exam 20%

Assessment 30%

(a) Written Examination

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

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

Sheriff's Office Policy

Florida State Statutes

Rules of Criminal Procedure

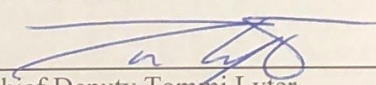
Search and Seizure Laws

Rules of Civil Procedure Civil Liability

Human Resources Rules and Procedures

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

For the Sheriff

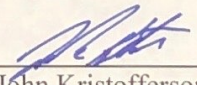


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

Date

7/19/22

For PBA



John Kristofferson
PBA's Chief Labor Negotiator

Date

7/19/22

(b) Oral Examination

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

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

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

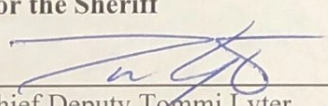
(c) Points for Promotional Process

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

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

<u>FTO</u>	<u>2.00</u>
<u>Investigations</u>	<u>0.50</u>
<u>SWAT</u>	<u>0.25</u>
<u>Honor Guard</u>	<u>0.25</u>
<u>Hostage Negotiator</u>	<u>0.25</u>
<u>Dive Team</u>	<u>0.25</u>
<u>K-9</u>	<u>0.25</u>

For the Sheriff

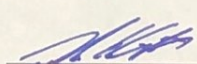


Chief Deputy Tommi Lyter
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For PBA



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

(d) Higher Education Points

Points are awarded for the highest degree received and only one degree may be claimed. The 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>

(e) Assessment

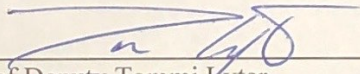
After the oral interview the top 15 candidates for Lieutenant and the top 30 candidates for Sergeant will proceed to the assessment phase of testing. The assessment phase will be scored as 30% of the final score. The final list will follow and if a candidate makes it through this phase, they will automatically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

(f) Promotional Process Overview

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

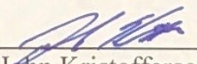
Officers will submit an application for the promotional process through the Human Resources Office. All applications received by the posted deadline will be evaluated against stated eligibility requirements. Each applicant will be notified of their eligibility. One week prior to the test date the eligible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

For the Sheriff


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

Date

For PBA


John Kristofferson
PBA's Chief Labor Negotiator

Date

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

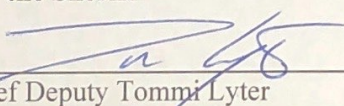
The oral examination interviews will be conducted at a location mutually agreed upon by the PBA and the Sheriff. The Oral Interview Board will be selected as described above. The Board will be given a list of appointments and the reference numbers that correspond with the candidate for that appointment.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

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

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

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

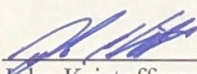
For the Sheriff


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

Date

7/19/22

For PBA


John Kristofferson
PBA's Chief Labor Negotiator

Date

7/19/2022

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.

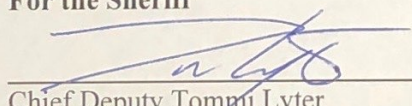
269 D. No officer is eligible to participate in the promotional process without first successfully
270 completing the full Law Enforcement Field Training Program. If an employee's most
271 recent hire date was before the Agency adopted a Field Training Program (1984) they are
272 exempt from this provision.

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

275 1. Law Enforcement Sergeant:

- 276 • Three (3) years of full-time continuous service as a Law Enforcement Deputy
277 within the Escambia County Sheriff's Office and ten (10) years law
278 enforcement experience with a Florida law enforcement agency with more than
279 100 sworn personnel.
280 • Four (4) years of full-time continuous service as a Law Enforcement Deputy
281 within the Escambia County Sheriff's Office and a Bachelor's Degree; or
282 • Five (5) years of full-time continuous service as a Law Enforcement Deputy
283 within the Escambia County Sheriff's Office and an Associate Degree; or

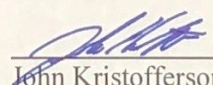
For the Sheriff


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

Date

7/19/22

For PBA


John Kristofferson
PBA's Chief Labor Negotiator

Date

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PBA/Escambia County Sheriff's Office

UNION Proposal - Article #22

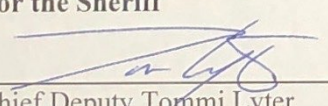
Deputy Sheriff, Sergeant & Lieutenant, Direct Support CBA

DATE: July 19th, 2022

Page 9 of 9

- 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

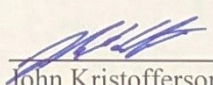


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator



Date

For PBA



John Kristofferson
PBA's Chief Labor Negotiator

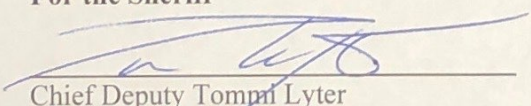


Date

ARTICLE 25: DRUG TESTING

- 1
2
3 **A.** The Sheriff and the PBA agree to drug testing of Bargaining Unit employees in accordance
4 with Chapter 440.102, Florida Statutes, of the Florida Drug Free Workplace Act.
- 5 **B.** All special risk employees certified under Chapter 943, Florida Statutes, shall be subject to
6 random drug testing.
- 7 ~~**C.** All employees are considered to work in Safety Sensitive positions and will be subject to~~
8 ~~random drug testing.~~

For the Sheriff

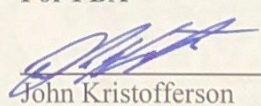


Chief Deputy Tommi Lyter
Sheriff's Chief Labor Negotiator

Date

7/19/22

For PBA



John Kristofferson
PBA's Chief Labor Negotiator

Date

7/19/2022