

**RULES
OF THE
ESCAMBIA COUNTY SHERIFF'S OFFICE**



**ADMINISTRATION DIVISION
HUMAN RESOURCES SECTION**

Escambia Sheriff's Office
1700 W. Leonard Street
Pensacola, FL 32501

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SECTION 1- DEFINITIONS

In these Rules, words used in the masculine gender include the feminine and neuter genders, and words used in the neuter gender include the masculine and feminine genders. The following words, terms and phrases when used in these Rules, shall have the meanings respectively ascribed to them in these Rules unless the context plainly indicates a contrary meaning:

Administrative Leave - Paid or unpaid leave not charged to any accrued leave (annual, sick, holiday or comp).

Advancement - A salary increase within an arranged schedule or established scale of pay for a class of positions, made without an examination.

Allocation - The act of assigning a position upon its initial creation to its appropriate class; also known as position "assignment" and "classification."

Anniversary Date - The employee's anniversary date may be that date one year from the effective date of his appointment, reappointment, promotion, or demotion in any regular full-time or part-time position. In the event of a layoff, the employee's anniversary date shall be adjusted forward by the amount of time the employee was in layoff status.

Appeal - A request to review an action of the Sheriff or for other relief.

Applicant - An individual who has completed and submitted an application for employment with the Sheriff's Human Resources Office.

Appointee - An individual selected from a certified list in accordance with these Rules.

Authorized Position - A position which has been created and approved to fill through the hiring process.

Beginning Date - For the purpose of longevity and annual leave accrual, the employee's beginning date shall be the same as his employment or re-employment date in a regular appointment. In the event of layoff, the employee's beginning date will be adjusted by the amount of time the employee was in layoff status.

Break-In-Service - Any separation from the classified service by reason of resignation, retirement, layoff, or dismissal.

Callback - An off-duty employee called back to work due to emergency or other unforeseen circumstances.

Certification - An official submission of eligible applicants to a hiring Division by the Sheriff's Human Resources Office from a certified employment, re-employment, or promotional list.

Certified List - A list of applicants qualified for appointment to a position in the classified service.

Class or Class of Positions - A group of positions in the classified service established under these Rules which are sufficiently similar in duties, responsibilities, and authority to be given the same job title, the same minimum qualifications, the same qualifying examination, and the same salary range.

Class Family - The grouping of classes according to the general functional nature or character of duties performed.

Class Group - A major subdivision of the classified service embracing related occupational duties.

Class Series - A subdivision of the classified service consisting of two or more classes of positions, similar as to line of work, but differing in responsibility or difficulty, which constitute steps in a normal line of promotion.

Class Specifications - The description of each class of position establishing a class title, characteristics of the class, examples of duties, knowledge, skills, abilities required, and minimum qualifications for the class.

Classification - A descriptive designation for a class and all positions of a class.

Classification Plan - The orderly and systematic arrangement of classes into series and groups.

Classified Employee - An employee holding a position covered by the Rules of the Escambia County Sheriff's Office.

Classified Service - All offices and positions of trust or employment in the service of the Escambia County Sheriff's Office, except those placed in the unclassified service by the Sheriff.

Classify - The act of assigning a position to the appropriate class in accordance with its duties, responsibilities, and authority.

Compensation - The salary or wage rates for work performed.

Compensatory Leave - Time off from work in lieu of monetary payment.

Days – Calendar days.

Demotion - A change in status from a higher pay grade to a lower pay grade. It may also be a reduction in pay within an assigned pay grade.

Disciplinary Action - Either written reprimand, demotion, suspension, dismissal, or any combination resulting from misconduct or performance deficiencies of an employee.

Dismissal - The termination of an employee's service for cause.

Division - An organizational function composed of one or more groups of operational units within a function.

Eligible - A person who has successfully met all the requirements of a particular class.

Emergency Appointment - A temporary appointment, without competition, to meet unforeseen conditions or other situations requiring immediate staffing without delays.

Employee - An individual who has been appointed to a regular position in the classified service and who has satisfactorily completed the initial probationary period in accordance with these Rules.

Examination - Types of examinations: 1. An examination for which all applicants are required to appear at a specific time and place for the purpose of taking a written, oral, performance, or agility test. 2. An examination in which the applicant's qualifications as contained in the application are evaluated in terms of education and experience.

Examination (or Exam) Plan - The plan by which an applicant is evaluated for the necessary knowledge, abilities, and skills for a given class of position.

Grievance - A document filed by an employee alleging violation(s) of these Rules.

Human Resources Office – An organized personnel function within the Escambia County Sheriff's Office.

Incumbent - See "Employee."

Job Description - The description of each class of position establishing a class title, characteristics of the class, examples of duties, knowledge, skills, abilities required, and minimum qualifications for the class.

Layoff - The involuntary termination of employment because of lack of funds or lack of work requiring a reduction in force and not to the discredit of the employee affected.

Leave - An approved type of absence from work as provided for by these Rules.

Limited Term Appointment - An appointment to a classified position, the duration of which is determined by a contract or grant. Benefits are determined by the provision of the agreement.

Longevity Pay – Supplemental pay tied to continuous length of service.

Merit Pay Increase - An increase in compensation that may be granted to an employee for meritorious service.

Merit System Protection Board – A board designed to review and adjudicate appeals of involuntary demotions, suspensions without pay, terminations, reductions-in-force involving reduction in pay or termination, and violations of these Rules.

New Position - A position created through the authorized addition to an organizational unit of a position not previously existent.

Original Appointment - The first appointment of an individual through selection from a certified list in accordance with these Rules.

Overtime – “Time worked” by an employee working an 8 hour or 10 hour day in excess of forty (40) hours in a seven (7) day work period or time worked by an employee working thirty six (36) hours per work period for employees working 12 hour shifts or time worked by an employee in excess of 171 hours in a 28-day work period as defined by the Fair Labor Standards Act.

Part-time Employee - An employee who, on an average, works less than forty (40) hours per week but at least thirty (30) hours per week.

Pay Grade - A salary range with a minimum and maximum pay bracket established to fairly and competitively compensate an employee for assigned work under the specific job classification.

Pay Plan - A formal schedule of pay for all classes of work in the classified service. The schedule shall set forth as to each class the minimum (base) rates and the maximum (base) rates of pay. In addition, the pay plan shall reflect the economic conditions of the area, the CPI, area wage surveys, and any difficulties experienced in recruitment.

Pay Rate - A specific dollar amount, expressed either as an annual rate, a monthly rate, a semi-monthly rate, a bi-weekly rate, or an hourly rate, that comprises each pay grade as shown in the pay plan.

Regular Appointment - An appointment for an unlimited period of time to a position in the classified service, subject to the provisions of these Rules.

Regular Employee - An employee who was appointed under the provisions of these Rules to a regular position and who has satisfactorily completed his probationary period; thereby gaining all rights and privileges provided by these Rules. Use of the term “permanent” or “regular” in describing appointments, positions, or status, in no way grants an employee property rights to a position or to employment.

Regular Position - Any position that is established in the classified service that is intended or which is likely to require the services of an incumbent without interruption for an unlimited period, subject to the provisions of these Rules.

Position - A set of duties and responsibilities that require the employment of an individual to accomplish.

Position Assignment - See “Allocation.”

Position Description - A written description of a set of duties and responsibilities assigned to a specific position.

Probationary Employee - An employee appointed to a regular position from a certified list who has not completed the six (6) months probationary period, or other length of probationary period as may be defined in certain class specifications.

Probationary Period - The working test or trial period, beginning with a person's initial employment, promotion, or demotion, generally six (6) months or as defined in certain class specifications.

Promotion - Advancement from one class to another class with increased duties, responsibilities, and pay.

Provisional Appointment - A temporary appointment, without competition, pending the establishment of a certified list.

Public Notice - An official announcement published in a local newspaper of general circulation which must meet notice requirements as prescribed by Florida Statutes.

Public Record - A record that the public shall have the right to inspect in a reasonable manner during regular business hours.

Qualifications or Minimum Qualifications - The requirements of training and experience and other qualifications to be measured by an appropriate assessment tool.

Reallocation - A change in the allocation of a position by assigning it to a different class on the basis of re-evaluation as a result of immediate changes in the duties and responsibilities of the position.

Recall - Employees who are laid off may be recalled to the affected classes when those positions become available without further examination.

Reclassification - The change of a position's classification due to a gradual and permanent change in the assigned duties and responsibilities.

Reinstatement - Former employees who voluntarily resign in good standing within twelve (12) months from the date of resignation may be reinstated, without competition, or employees whose employment was interrupted by service in the Armed Forces shall be reinstated as prescribed by law.

Relief Appointment - An appointment to relieve another employee who is on leave or otherwise unable to work or an appointment to work on an "as needed" basis.

Resignation - The voluntary separation from service made at the written request of the employee. The resignation may be in good standing if appropriate notice is given; bad standing if appropriate notice is not given.

Roster Conversion - The movement of an eligible applicant from one certified list to another in an equal or lower pay grade in the same class family.

Rules - The Rules adopted by the Sheriff of Escambia County for administration of an organized personnel system.

Salary Adjustment - An increase or decrease in salary.

Sheriff - The chief law enforcement officer of Escambia County. Sheriff as referred to in these Rules refers to the Sheriff or his designee.

Specifications - See "Class Specifications."

Student Appointment - A full-time student, currently enrolled, restricted to 1400 hours of work in an annual year starting on the student's beginning date of employment.

Suspension - An enforced leave of absence without pay (workdays or hours) for disciplinary purposes.

Temporary Appointment - A non-regular appointment for a limited period of time not to exceed six (6) months in the same position.

Temporary Position - Any position that is established in the classified service that is intended or which is likely to require the services of an incumbent for only a limited period of time not to exceed six (6) months.

Test or Tests - Written, oral, performance, aptitude, physical, mental, or other required examinations determining the qualifications and general fitness of applicants for positions.

Time Worked - For purposes of paid overtime under normal working conditions, will not include the use of annual leave or sick leave during the established work period, but "hours worked" will include the use of compensatory, holiday, or administrative leave with pay which may be utilized during the established work period; however, the use of compensatory or holiday leave as "hours worked" shall not exceed a total of ten (10) hours per work period for employees working eight or ten hour days or thirty six (36) hours per work period for employees working twelve hour shifts.

Transfer - The movement of an employee from one position to another or the movement of an employee to a different assignment within the employee's same classification.

Unauthorized Leave - A type of absence from work, which is not approved and may subject the employee to disciplinary action.

Unclassified Employee - An employee who is not included in the classified service.

Unclassified Position - A position that is not included in the classified service.

Vacancy - A position which is not occupied.

Workday - The scheduled number of hours an employee is required to work per day.

SECTION 2- CLASSIFIED SERVICE

- 2.1** All positions within the Sheriff's Office shall be classified unless specifically excluded from the classified category by the Sheriff.
- 2.2** Additional positions may be excluded from the classified service by the Sheriff. These positions are usually exempt from FLSA and are generally management, professional, technical, or confidential staff positions, involved in the determination and setting of public policy.
- 2.3** The Human Resources Manager is responsible for the implementation and maintenance of the classified positions.

SECTION 3 - CLASSIFICATION OF POSITIONS

3.1 Class Specifications Defined

Job descriptions are descriptive and explanatory, but not restrictive except as to minimum requirements of training and experience. The language of the job descriptions shall not be construed as restricting the authority of the Sheriff to assign related or incidental duties, or to assign, direct, supervise, and control the work of employees. Additional duties may be assigned, added, modified, or eliminated as required to accomplish the mission or for training purposes with a limit to prevent encroachment on a higher rated job as a regular assignment. The statement of basic qualifications required shall be used as a guide in recruiting and selecting persons for examination and employment, for preparing examinations, and for use in determining the relative value of positions for classification purposes.

All positions will be objectively evaluated based on their worth to the Sheriff's Office with a consistent and valid approach to comparing and contrasting jobs. The method used will be the Decision Band™ Method (DBM) which values a job in the Sheriff's Office based on its level of responsibility. Responsibility is reflected and measured by the decision-making requirements of the job.

There are three basic steps:

(a) First Step. The jobs are classified into one of six different "Decision Bands" based on the characteristics of the decisions that a job requires. This classification process reflects the level of responsibility of the job within the organization.

(b) Second Step. The jobs are classified within each "Decision Band" into one of two "Grades" based on the differential supervisory difficulty and effort required of the job. Each of the six bands is subdivided into two grades, coordinating and non-coordinating, or subclasses, depending on the requirements to monitor or supervise subordinate jobs.

(c) Third Step. The final step involves further subdivision of jobs within each grade into sub-grades by reference to complexity, difficulty, and skills required of the job in relation to other jobs that have been classified into the same Band and Grade.

3.2 Preparation of the Classification Plan

The Human Resources Manager shall prepare a classification plan for all positions in the classified service.

(a) The classification plan shall consist of a list of titles of the classes to which all positions are to be allocated and a written specification defining each class in the plan.

(b) The classification plan shall include the class title, DBM, minimum salary, maximum salary and any other pertinent material as the Human Resources Manager may deem necessary or desirable.

(c) The classification plan shall be developed and maintained so that all positions are in a

sensible hierarchy which is substantially similar in duties, responsibilities, and authority and are included within the same class and that the same salary range or pay grade may be applied with reasonable equity.

(d) Trainee classifications may be designated when it is deemed to be in the best interest of the Sheriff's Office to do so in order to broaden points of entry into the classified service.

3.3 Adoption of Plan

Upon its preparation or revision by the Human Resources Manager, the classification plan shall be submitted to the Sheriff for adoption.

3.4 Classification Plan Not a Part of these Rules

Upon adoption of the classification plan by the Sheriff, its provisions shall be observed in the handling of all personnel actions and activities, and shall be considered to be an administrative tool and not deemed to be part of these Rules.

3.5 Official Copy

The Human Resources Manager shall maintain the official copy of the classification plan, which shall be open to public inspection at any time during business hours.

3.6 Allocation of Positions to Classes

Each position in the classified service shall be assigned to one of the classes established in the plan with recommendation of staff and with approval of the Sheriff.

3.7 Classification of New Positions

Prior to a new position being created, the Division Head shall notify the Human Resources Office in writing and shall submit documentation showing that establishment of such position is approved and budgeted and a draft job description describing in detail the duties of such position shall be prepared. The Human Resources Manager shall initiate a review and job analysis of the suggested duties and qualification requirements and recommend an appropriate classification, whether new or existing to the Sheriff.

3.8 Changes in the Classification of Positions

The Human Resources Manager shall review the classification of an existing position due to changes in the duties and responsibilities, or due to the creation of a new class in which such position may be appropriately classified. A change to a higher or lower classification is a reclassification and salaries will be adjusted according to the rules governing reclassifications. See Rule 15.7(b). The Sheriff or his designee shall have final approval for appeals.

Requests by an employee for a review of the classification of their position must be submitted and approved through the chain of command. The Division Head shall submit written justification for the request to the Sheriff for approval. The Human Resources Manager shall, complete a job analysis, and submit the results to the Sheriff. If it is determined that the duties and responsibilities of the employee do not meet the specified criteria of an existing position under the current Sheriff's Office classification plan, creation of a new classification will be at the discretion of the Sheriff.

When justifiable conditions exist, e.g., reorganization, creating a significant change in the duties and responsibilities of a position to such a degree that they are no longer represented by the specification for the position class, the position and its incumbent may be reassigned to a different classification upon approval of the Sheriff or his designee. Salaries will be adjusted according to the rules governing reclassifications. See Rule 15.7(b).

Reclassification

If it is found during the study and audit of the position that the incumbent has been performing the duties of the position for a length of time sufficient to demonstrate his level of performance and that the performance has been satisfactory, the incumbent of the position shall be reassigned to the new classification.

Reallocation

Reallocation is the reassignment of a vacant position from one class to another class, either existing or newly developed, based upon significant and immediate changes in the position's duties and responsibilities.

Retitle

When there are reasons which justify a change in the class title, but which do not warrant reclassification or reallocation, a request shall be made to the Human Resources Manager that the class be appropriately retitled.

3.9 Abolishment of Positions

Any position in the classified service which remains unfilled by regular appointment for a period of one (1) year may be abolished upon recommendation of the Human Resources Manager and approval by the Sheriff.

SECTION 4 - ATTENDANCE AND HOLIDAYS

4.1 Attendance

Members are to report to work at the time and place scheduled by their supervisor. In the event that a member is uncertain regarding the time and place to report for work, the member is responsible for contacting the supervisor to clarify the uncertainty before the time scheduled to report for work. The Human Resources Director shall keep up-to-date attendance records of employees, which shall be subject to applicable public record laws of the State of Florida.

4.2 Absences

a. Prior approval for leave -- Leave must be approved in advance by the member's immediate supervisor, except in the case of unforeseeable events such as illness, emergency, or similar matters.

b. Unexcused absences -- Missing work without an express grant of leave under these rules can be grounds for disciplinary action up to and including termination from employment. Such discipline will be progressively more severe for repeat offenders.

c. Calling in -- For unforeseeable absences, the member must call his supervisor as soon as the member is aware that he/she will not report to work as scheduled, in any event not later than one-half hour before the beginning of the shift for sworn personnel and up to one-half hour after the beginning of the shift for civilian personnel. The fact that a member calls in does not necessarily mean that the absence will be excused. Failure to call in pursuant to this rule can be the basis for discipline, regardless of whether the absence is excused.

d. Absence without Leave -- An absence of three consecutive days without calling in or getting the required approval will be considered job abandonment and grounds for separation for cause.

e. Patterns of absence -- Supervisors may require additional documentation to support absences for members who have unacceptable patterns of absence.

f. Tardiness -- Disciplinary action can be taken for unexcused repeated tardiness or excessive tardiness, and for leaving work early without permission.

4.3 Time keeping -- Employees are personally responsible for making accurate and timely entries of time worked and/or leave in the ECSO timekeeping system. Employees are personally responsible for seeking guidance from their supervisor or higher authority if they have any uncertainty about how to properly document their time. Intentional false entries, serious time-keeping violations, such as entering time worked when actually working extra duty, and/or

unexcused failure to make timely and accurate entries into the timekeeping system can be the basis for discipline.

4.4 Holidays

The Sheriff's Office will follow the same holiday schedule as adopted by the Board of County Commissioners.

Any employee who is required to perform work on any of these holidays shall receive holiday leave at the rate of time and one-half based upon the number of hours worked on the holiday. Any employee whose regular day off falls on any of these holidays shall receive holiday leave at the rate of hour-for-hour based upon the number of hours regularly scheduled.

Sworn law enforcement deputies and certified detention deputies shall be credited with one (1) personal holiday upon completion of six (6) months of employment. Civilian employees shall be credited with two (2) personal holidays upon the completion of six (6) months of employment.

(a) Holidays that occur during a period of approved paid leave shall not be charged against an employee's leave record.

(b) Employees must be in paid status the workday before and the workday after the holiday in order to be paid for that holiday.

(c) Part-time employees who work a regularly established schedule of twenty (20) hours or more per week shall be paid for holidays on the basis of the average number of hours worked per week divided by forty (40).

(d) Employees shall not be paid for holidays that occur during a period of leave without pay or a suspension.

(e) Upon separation from the Sheriff's Office, employees shall receive a lump sum payment for all accrued and unused holiday leave up to a maximum of 200 hours. Such payment shall be made at the employee's regular rate of pay at the time of separation.

SECTION 5 - ANNUAL LEAVE

5.1 Purpose and Accumulation of Annual Leave

The primary purpose of annual leave is to enable each eligible employee to have an annual vacation and to return to work physically and mentally refreshed.

Annual leave shall not be credited in advance. Accrual of annual leave begins on the date of regular employment and ends with the date of separation. Leave accrual for fractions of a month shall be figured to the nearest day. For the purpose of computing annual leave taken, only normal working days are to be counted as leave.

Annual leave is accumulated in accordance with the following schedule:

Less than 5 years	8 hours per month
5 years but less than 10 years	10 hours per month
10 years but less than 15 years	12 hours per month
15 years but less than 20 years	14 hours per month
20 years but less than 25 years	16 hours per month
25 years or more	18 hours per month
30 years or more (civilian only)	20 hours per month

Part-time employees who work a regularly established schedule of twenty (20) hours or more per week shall earn annual leave on a pro rata basis.

5.2 Restrictions on Accumulation of Annual Leave

An employee shall not earn annual leave during a leave of absence without pay, a suspension without pay, or when the employee is otherwise in a non-pay status.

A total of 500 hours of annual leave is the maximum that can be carried over from one year to the next based on the employee's beginning date.

5.3 Annual Leave Advances Prohibited

No employee shall be allowed to use annual leave that has not already been earned.

5.4 Annual Leave Records

Annual leave accumulation and usage records for all employees shall be maintained by the Human Resources Office, and shall be based upon the leave information submitted by the employees and authorized by the supervisors on each payroll. No annual leave shall be granted except on the basis of such leave records.

5.5 Approval of Annual Leave Requests

Requests for annual leave shall be made in accordance with current Sheriff's Office policies and procedures. Leave must be scheduled in advance according to the Sheriff's Office requirements that are based on the needs of the division. Leave taken outside the guidelines of the scheduled annual leave is considered to be unscheduled leave and may result in a charge of absence without leave, disciplinary action, and/or adversely affect an employee's performance review. The determination of the Division Head on the matter of scheduled annual leave shall be final.

Employees in their initial probationary period shall accrue annual leave as all other employees, but shall be permitted to use annual leave only after completion of three (3) months of employment.

5.6 Annual Leave, When Chargeable

Annual leave shall only be charged for absence upon a day which an employee would otherwise work and receive pay.

5.7 Computation of Annual Leave Charges

The employee shall charge absences from work to annual leave according to the actual number of leave hours used.

5.8 Payment for Unused Annual Leave Upon Termination or Death

Upon separation from the Sheriff's Office, employees shall receive a lump sum payment for all accrued and unused annual leave up to a maximum of 500 hours. Such payment shall be made at the employee's regular rate of pay at the time of separation. In the case of the death of the employee, payment shall be made to the designated beneficiary of the employee.

5.9 Payment for Annual Leave

Payment for annual leave shall be made on the employee's regular payday and advance payment for such leave shall be prohibited.

5.10 Rate of Payment for Annual Leave Following Promotion or Demotion

Employees using annual leave after the effective date of their promotion or demotion to a higher or lower job classification shall receive annual leave pay at the rate in effect at the time the leave is taken.

5.11 Disposition of Annual Leave

When a current employee transfers from another County agency with whom the Sheriff has a reciprocal agreement on employee leave transfers, the employee's accumulated annual leave shall be transferred to the Sheriff's Office.

5.12 Disciplinary Actions

Employees who are disciplined in accordance with Section 21 of these Rules shall not be permitted to use annual leave in lieu of disciplinary action.

SECTION 6 - SICK LEAVE

6.1 Purpose and Accumulation of Sick Leave

Sick leave is not to be considered as a right which an employee may use at his discretion, but is a privilege not to be abused. The purpose of sick leave is to assist the employee during an illness or injury and supervisors are urged to exercise strict control to prevent the abuse of sick leave.

Sick leave shall not be credited in advance. Sick leave accrual begins on the date of regular employment and ends on the date of separation. Leave accrual for fractions of a month shall be figured to the nearest day. An employee shall not earn sick leave during a leave of absence without pay, a suspension without pay, or when the employee is otherwise in a non-pay status. For the purpose of computing sick leave taken, only normal working days are to be counted as leave.

Sick leave is accumulated at the rate of ten (10) hours per month. There is no maximum accumulation for sick leave.

Part-time employees who work a regularly established schedule of twenty (20) hours or more per week shall earn sick leave on a pro rata basis.

6.2 Use of Sick Leave

Accrued sick leave shall be granted for:

- (a) Employee's personal illness or physical incapacity resulting from causes beyond the employee's control;
- (b) Medical, dental, optical consultations, treatments, or professional psychological services;
- (c) Enforced quarantine of the employee in accordance with community health regulations;
- (d) Family Medical Leave Act (FMLA) qualifying absences in accordance with the FMLA policies of the Sheriff's Office;
- (e) Non-FMLA qualifying absences due to illness in the immediate family. The Sheriff may require a physician's statement certifying the necessity of the employee's absence from work. Immediate family shall mean spouse, child, parent, sister, brother, stepfather, stepmother, grandparents, or grandchildren of either the employee or the employee's spouse;
- (f) Illness of any other person related to the employee or related to their spouse if such use is deemed by the Sheriff to be in the best interest of the Sheriff's Office. The Sheriff may require a physician's statement certifying the necessity of the employee's absence from work;
- (g) Employees in their initial probationary period shall accrue sick leave as all other employees, but shall be permitted to use sick leave only after completion of three (3) months of employment.

6.3 Sick Leave Responsibilities

The employee is responsible for notifying and receiving approval from his immediate supervisor or other pre-designated official promptly in the event of any illness or disability in compliance with the procedures of the Sheriff's Office and Section 4 of these Rules. For all absences due to reasons not covered by FMLA policy:

a. The member is responsible for documentation to support any absence of 3 or more consecutive work days if requested by a supervisor.

b. The member's supervisor may require the member to provide, at the member's expense, documentation to support absences if there are circumstances that cause the supervisor to suspect that the member's absence was not justified for one of the reasons specified in 6.2 above. Such suspicion may be based upon the employee's pattern of absence, or other facts that indicate that the member was absent for a reason other than those specified in 6.2 above.

c. If the member fails to provide the required documentation set forth in this section, the member's sick leave will be disapproved.

d. Use of sick leave on false claims of illness, injury, and/or failure to provide documentation, and/or falsification of proof to justify such leave shall be cause for discipline up to and including discharge.

6.4 Use of FMLA Leave for Illness

(Reference Sheriff's Office General Order, Family and Medical Leave Act)

6.5 Entitlement to Accumulated Sick Leave Upon Separation

All sick leave shall be forfeited upon separation except under the following conditions:

(a) Disability. When separated because of a disability, certified by competent medical authority, which prevents the employee from performing the essential functions of the job, the employee may use or be paid for all sick leave accumulated to his credit prior to the effective date of the separation.

(b) Retirement. When an employee is separated from classified employment due to retirement (as defined by the Florida Retirement System), the employee shall be entitled to receive a lump sum payment for up to one-half (½) of the accumulated sick leave to his credit prior to the effective date of the retirement up to a maximum of 940 hours.

(c) Position Abolishment/Layoff. When a classified employee is separated due to the abolishment of his position or layoff, he shall be entitled to pay for one-half (½) of the accumulated sick leave to his credit prior to his separation after a fifteen (15) calendar day period has elapsed pending reinstatement. A maximum payment of 940 hours of sick leave may be made.

(d) Death. In the case of death of an employee, payment shall be made to the designated beneficiary of the employee. The beneficiary shall be entitled to payment for up to one-half (½) of the accumulated sick leave to the employee's credit.

(e) Resignation. Upon resignation in good standing, after a minimum of five (5) years of continuous service with the Escambia Sheriff's Office, the employee shall be entitled to receive a lump sum payment for one-half (½) of the accumulated sick leave to his credit prior to the effective date of the resignation up to a maximum of 940 hours.

6.6 Disposition of Sick Leave for Transferred Employees

When a current employee transfers from another County agency with whom the Sheriff has a reciprocal agreement on employee leave transfers, the employee's accumulated sick leave shall be transferred to the Sheriff's Office.

6.7 Bereavement (Funeral) Leave

Any regular or probationary employee shall be permitted to use up to three (3) full working days' leave with pay for bereavement and/or to attend the funeral or memorial service in the event of the death of any person residing in the employee's household or any member of the employee's extended family. Extended family shall mean spouse, child, parent, sister, brother, stepfather, stepmother, grandparents or grandchildren of either the employee or the employee's spouse. The employee may be granted, at the discretion of the Sheriff, such time for funeral leave as may reasonably be required. No more than six (6) days of funeral leave with pay may be used during the course of a fiscal year. Employees must be in a pay status before and after any authorized funeral leave with pay.

SECTION 7 - SICK LEAVE POOL

Notwithstanding any other provision of the Rules, the Sheriff, based upon the maintenance of reliable and accurate annual and sick leave records, may develop written policies establishing a Sick Leave Pool.

A Sick Leave Pool allows participants to contribute sick leave to a pool to be disbursed to any participating employee who has a catastrophic illness, injury, or accident pending committee approval.

- (a) Participation in the sick leave pool shall at all times be voluntary on the part of employees.
- (b) Any full-time employee shall be eligible for participation in the sick leave pool after six (6) months of employment with the Sheriff's Office, provided such employee has accrued a minimum amount of unused sick leave, which minimum shall be established within written policy.
- (c) Any sick leave contributed pursuant to this section shall be removed from the accumulated sick leave balance of the employee contributing such leave.
- (d) Participating employees shall make equal contributions to the sick leave pool. There shall be established a maximum amount of sick leave which may be contributed by an employee to the pool. After the initial contribution which an employee makes upon electing to participate, no further contributions shall be required except as may be necessary to replenish the pool. Any such further contribution shall be equally required of all employees participating in the pool.
- (e) Any sick leave time drawn from the pool by a participating employee must be used for said employee's personal illness, accident, or injury to include, but not limited to, the member as primary caregiver to a family member. However, the absence may not be for a worker's compensation injury.
- (f) A participating employee shall not be eligible to use sick leave from the pool until his entire leave balances have been depleted. There shall be established a maximum number of days for which an employee may withdraw sick leave from the sick leave pool.
- (g) A participating employee who uses sick leave from the pool shall not be required to re-contribute such sick leave to the pool, except as otherwise provided in this section.
- (h) A participating employee who chooses to no longer participate in the sick leave pool shall not be eligible to withdraw any sick leave already contributed to the pool.
- (i) Alleged abuse of the use of the sick leave pool shall be investigated and, on a finding of wrongdoing, the employee shall be expelled from membership, repay all the sick leave credits drawn from the sick leave pool and be subject to such other disciplinary action as determined by the Sheriff to be appropriate. Procedures adopted for the administration of this program shall provide for the investigation of the use of sick leave utilized by the participating employee in the sick leave pool.

SECTION 8 - LEAVES OF ABSENCE

8.1 Leaves of Absence With Pay

(a) Jury Duty and Witness Duty. A leave of absence with pay shall be granted to an employee to perform jury duty or to testify as a witness, provided the employee is not the plaintiff or defendant, when legally required upon presentation of a summons or subpoena to appear in court. Such leave of absence shall not be charged against the employee's accumulated leave. Any additional compensation an employee may receive will be retained by the employee.

(b) Special Meetings and Examinations. An employee may be granted time off with pay to attend professional or technical institutes or conferences, or such other meetings as may contribute to the effectiveness of service to the Sheriff's Office upon return to duty. Such leave shall not be charged against the employee's accumulated leave.

(c) Training and Education. The Sheriff may authorize leave with pay to an employee in order to secure special educational training directly appropriate to the employee's position, to visit other governmental agencies, or in the approved manner to achieve systematic improvement in the knowledge or skills required in the performance of individual or department work.

(d) Administrative Leave. An employee may be placed on administrative leave with pay for the purpose of conducting an investigation into allegations of impropriety on the part of the employee and at other times.

(e) Days of Mourning/Emergency. Days of mourning or national, state, or local emergencies declared by the President, or Governor, shall also be observed by the classified employees as a day off with pay.

(f) Other Leave. Other leaves of absence with pay may be allowed if such leave is deemed to be in the best interests of the Sheriff's Office and specifically approved by the Sheriff or his designee.

8.2 Leaves of Absence Without Pay

In all instances, Division Heads are required to report any employee approaching a leave of absence without pay status to the Human Resources Office.

(a) Medical Leave. Upon presentation of medical information by an employee in a classified position, the Sheriff may grant up to twelve (12) months of leave including qualified FMLA leave. The Sheriff may require the employee to submit to additional medical examinations concerning his condition either before granting the initial request for leave or during the course of the leave. The Sheriff shall pay the cost of the additional medical examinations required by the Sheriff.

(b) Worker's Compensation Leave. If an employee suffers a compensable, on the job injury, which requires an absence from the workplace, the Sheriff may grant the leave beyond any qualified FMLA leave for a period of time up to twelve (12) months.

(c) Members Charged with Crimes. Members charged with crimes may be placed on leave without pay pending the outcome of the criminal charges and any pending internal affairs investigation pursuant to the existing Sheriff's Office policy regarding members charged with crimes.

(d) Other Leave. A leave of absence without pay for no longer than twelve (12) months may be granted by the Sheriff for any reason deemed to be in the best interest of the Sheriff's Office.

8.3 Compulsory Medical Leave

If, in the opinion of the Sheriff, a classified employee is unable to perform work due to injury or illness, such employee may be required to submit to a physical examination by a physician designated or approved by the Sheriff's Office. If the report of the physician shows the employee to be in an unfit condition to perform the essential duties in a safe and satisfactory manner, the Sheriff shall have the right to require such employee to take sufficient leave of absence to become fit to perform these duties. Such leave may be approved by the Division Head for a period of six (6) months and may be extended for an additional six (6) months upon approval of the Sheriff.

8.4 Leave of Absence for Military Duty

All compensation and benefits will be administered by the Sheriff's Office according to state statutes and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

(a) Military Reserve and National Guard Training Leave:

(1) Classified employees, other than temporary employees whose position has an expected duration of less than six (6) months, who are reserve commissioned officers (including warrant officers) or reserve enlisted personnel in the United States Armed Forces or National Guard are entitled to leave for any period during which they have been ordered to active or inactive duty training. Leave with pay shall be granted up to a total of seventeen (17) working days, whether continuous or intermittent, during the calendar year. Additional days may be authorized by the State of Florida.

(2) Absences greater than seventeen (17) working days, whether continuous or intermittent, shall be granted without pay, unless the affected employee elects to utilize accrued leave. Such leave shall not result in any loss of time for efficiency rating purposes. During the period of time the employee is in a paid leave status, he shall accumulate all benefits normally granted.

(3) All such leave shall be considered creditable towards the accumulation of accrued leave, subject to any limitations contained in any collective bargaining agreement or these rules.

(b) Florida National Guard Leave:

(1) Classified employees who are members of the Florida National Guard shall be granted leave during periods in which they are ordered to active service by the Governor, under Chapter 250, Florida Statutes. Leave with pay for such purposes shall be granted once per rolling year up to thirty (30) calendar days at one time.

(2) Absences greater than thirty (30) calendar days for Florida National Guard personnel may be covered by accrued leave at the election of the employee. Otherwise, such leave shall be without pay.

(3) Such leaves shall be without loss of time for efficiency rating purposes. During the period of time the employee is in a paid leave status, he shall accumulate all benefits normally granted.

(c) Leave for Other Military Service:

(1) Classified employees who are drafted or volunteer for initial active military service in the United States Armed Forces or National Guard shall be granted leave beginning with their date of induction or date ordered to active military service and ending on the day they are required under Federal law to apply for re-employment. Such leave must be verified by official orders or appropriate military certification. Active military service includes active duty with any branch of the United States Armed Forces or other services as provided in Sections 115.08 and 115.09, Florida Statutes.

(2) Military leave shall be with full pay and benefits once per rolling year for the first thirty (30) calendar days, and the remainder without pay, unless the employee elects to utilize accrued credits for such leave. Should any portion of such leave be paid leave, the employee shall be entitled to accumulate all benefits granted under paid leave status.

(3) During the active military service leave, the employee shall be entitled to retain the same rights and privileges as an employee granted leave without pay in accordance with these Rules.

(4) All unused leave benefits shall be retained by the employee and shall be credited to his record upon return to his assigned position.

(5) Upon separation from the military service, the employee shall be eligible to return to the former position held or a different position in the same class. However, the Sheriff may require the employee to submit to a medical examination to determine the employee's fitness to perform the essential duties of the position to which the employee may be returning. Based upon such medical findings, the employee may be placed in another class with duties he is able to perform and which is the nearest approximation to the position held prior to military service.

(6) All such leave shall be considered as creditable service towards accumulation of accrued leave, subject to any limitations contained in any collective bargaining agreement or these rules.

SECTION 9 - OCCUPATIONAL ILLNESS AND INJURIES

9.1 Disability

Any employee in the classified service who sustains a service-connected disability shall be entitled to benefits provided by Chapter 440 – Workers' Compensation, Florida Statutes.

9.2 Disability Determinations

Determinations of the existence and service connection of a disability shall be made in accordance with the Florida Statutes, Chapter 440. This Law provides that the employer is responsible for furnishing employees who have incurred service-connected disabilities with such remedial treatment, care, and attendance under the direction and supervision of a qualified physician, surgeon, or other recognized practitioner.

9.3 Medical and Physical Re-examination

At any time the Division Head may request that a disabled employee be re-examined. Such request shall be directed to the Workers' Compensation representative in the Human Resources Office who shall make arrangements for the re-examination in accordance with Florida Statutes, Chapter 440. The results of the re-examination shall be made available to the Sheriff and the Division Head.

9.4 Compensation During Disability

(a) Any employee who sustains an injury in the performance of his duties shall, upon written request to his Division Head, be granted sick or annual leave, with pay, equal to the employee's regular earnings until the amount of leave standing to his credit has been exhausted less any amount payable under federal, state, or local disability laws which provide income benefits.

(b) An employee shall continue to accrue sick and annual leave while receiving workers' compensation benefits on a basis pro-rated to that amount of sick or annual leave currently being used; however, no employee shall continue to accrue sick and annual leave after such amounts standing to his credit have been exhausted.

9.5 FMLA Coordination

For coordination of occupational illnesses and injuries related to FMLA, reference Sheriff's Office General Order, Family and Medical Leave Act.

9.6 Temporary Light Duty

Any employee who is temporarily disabled as a result of a service-connected injury or illness shall be temporarily assigned substitute duties within the officer's medical restrictions pursuant to the Sheriff's current policy on temporary light duty (Reference Sheriff's General Order Subj: Employment – Light Duty / Temporary).

SECTION 10 - APPLICATIONS AND EXAMINATIONS

10.1 Applications

No person shall be appointed to or admitted to an examination in any classified position until the applicant has submitted an application for employment and received an eligible rating. Applications for employment are accepted online through the Sheriff's Office website.

- (a) No application shall be accepted after the closing date specified in the job announcement.
- (b) If sufficient applications are not received during the time specified in the announcement, the announcement may be extended to reflect a later closing date.
- (c) Certain classes of positions may be under continuous recruitment with no closing date. Such classifications shall be posted on the Sheriff's Office website.
- (d) Classes of positions not under continuous recruitment will be posted on the Sheriff's Office website as vacancies occur. Promotional opportunities shall be announced internally and posted on the Sheriff's Office website for a minimum of five (5) working days.
- (e) Applicants for positions under continuous recruitment must recertify their interest in the job vacancy announcement every six (6) months to maintain an active application.

10.2 Disqualifications of Applicants

The Sheriff's Human Resources Office shall have the right to disqualify an applicant for reasons which include, but are not limited to, the following:

- (a) Failure to meet the minimum qualifications stated in the job description;
- (b) Intentional false statement of any material fact or the practice, or the attempt to practice, any deception or fraud in the application or related documents;
- (c) Previous dismissal in bad standing from any position of the Sheriff's Office or of any other County agency;
- (d) Conviction of a crime, the nature of which may have an adverse effect on the performance of the duties of the position sought;
- (e) Obtaining privileged information about, or participation in, the administration of the examination process;
- (f) Age that is under the age of majority, as recognized by relevant child labor laws such as the Federal Fair Labor Standards Act of 1938, except where special exemptions to those laws permit;

10.3 Disposition of Applications

All employment applications and related documents shall be retained as specified in the public records law.

Division Heads shall have access to review applications of persons whose names are certified for selection.

10.4 Examinations

All methods of examinations, written, oral, or skill performance (selection devices) shall be practical, fair, job-related, and constructed to measure the relevant success of an applicant for the class of position for which he is competing. Examinations are considered confidential testing material.

Classes of Examinations

Two (2) classes of tests or examinations are authorized:

- (a) Entrance examinations are opened to all competitors who meet the requirements of the job specifications and other requirements as specified in the job vacancy announcement.
- (b) Promotional examinations are opened to classified employees of the Sheriff's Office who meet the minimum qualifications established for the position sought. It shall be considered a promotion when an employee advances from one class to another class with increased duties and responsibilities and for which a higher pay grade is assigned.

10.5 Postponement or Cancellation of Examination

The Sheriff's Human Resources Office shall have the right to postpone or cancel any examination because of reasons which may include, but are not limited to, the following:

- (a) An inadequate number of applicants;
- (b) The non-attendance of special examiners;
- (c) A change in personnel requirements; or
- (d) Natural disasters or emergencies.

When time permits, applicants shall be notified of any postponement or cancellation of examination.

10.6 Rating of Examinations

Eligibility may be achieved based upon a pass/fail rating.

Examination Plan

(a) Applications will be rated in accordance with an examination plan developed for the subject class of positions. The examination plan shall be the standard of measure that will be applied as equitably and fairly as possible to all applicants.

The examination plan will not be modified to accommodate attempts to obtain a specific job for any particular applicant unless such modification is construed as a reasonable accommodation required and defined by applicable federal or state law.

(b) After consideration of all the available information pertinent to the examination administration, qualified applicants may be grouped into different levels of eligibility. The number of different grouping categories will be determined by the examination plan.

(c) The Sheriff's Human Resources staff may, upon consultation with the hiring division, prepare the exam plan allowing special consideration for training, certifications, educational accomplishments, etc.

10.7 Veterans' Preference

In order for applicants to claim veterans' preference, the documentation required by law shall be provided to the Sheriff's Office no later than the closing of the job posting. Referral lists will reflect those claiming veterans' preference.

10.8 Notice of Examination Results

Each applicant shall be given a notice that will reflect the results of the rating. Informal appeals may be pursued with the Sheriff's Human Resources Office provided the appeal is filed in writing within seven (7) calendar days after receiving the final notice of rating.

10.9 Incomplete Applications

An applicant shall not be permitted to complete an examination without proof of meeting the qualifying requirements prescribed for the examination. The names such applicants shall be withheld from the certified list pending receipt of the qualifying documents or other information.

10.10 Reimbursement of Education and Training Costs

As a condition of employment, the Sheriff's Office may require a new employee to sign and enter into a contract which requires the employee to reimburse education and training costs on a pro rated basis based upon the length of time the employee remains employed. An employee who remains employed for a period of two (2) years will not be required to repay such costs.

SECTION 11 - JOB VACANCY ANNOUNCEMENTS AND CERTIFIED LISTS

11.1 Responsibility for Certified Lists

The Sheriff's Human Resources Office shall maintain certified lists for classes of positions. Such certified lists shall contain the names of those persons who have successfully completed prescribed requirements and who are considered qualified for appointment in the class for which the examination was held.

The effective date of a certified list shall be established no earlier than the date examination results are officially announced. No person shall publish or make known the final disposition of names on a certified list prior to the date of the certified list's official announcement.

11.2 Types of Certified Lists

The Sheriff's Human Resources Office shall establish "Employment" and "Re-employment" certified lists.

(a) Employment Lists

Employment lists are comprised of names of eligible applicants who seek initial appointment to classified positions or current employees who seek higher level positions.

(1) Entrance lists are opened at designated times for all applicants.

(2) Promotional lists are opened at designated times to current employees filling a regular position.

(b) Re-employment Lists

Re-employment lists are comprised of the names of eligible former employees who seek to be reappointed to a classified position. Inclusions of names on re-employment lists are limited to persons who:

(1) Have achieved regular status and are on layoff status because of a reduction-in-force; or

(2) Have resigned to enter into active military service in the United States Armed Forces and who return within the period specified by law.

11.3 Combining of Certified Lists

If a new certified list is established before the expiration of an existing certified list, the applicants on the existing certified list shall remain eligible for the life of the original certified list. In the event that there have been significant changes in the minimum qualifications, the Sheriff's Human Resources staff shall notify those applicants that the certified list will be abolished and that they need to re-apply.

11.4 Use of Related Certified Lists

The Sheriff's Human Resources staff shall have the right to refer an eligible certified list for which

the minimum qualifications are comparable to or higher than those required for the class of positions of the new certified list.

11.5 Duration of Eligible Certified Lists

Certified Lists will have a life of six (6) months.

Re-employment certified lists shall remain in force for a period of one (1) year from the effective date of layoff or for an employee returning from military duty in accordance with military leave rules.

11.6 Removal of Names

The Sheriff's Human Resources staff shall have the right to remove the names of eligible applicants from certified lists for reasons which include, but are not limited to, the following:

- (a) Any cause provided under "Disqualification of Applicants" under these Rules;
- (b) Refusal of one (1) offer of interview or appointment during the life of the certified list;
- (c) Failure to respond within seven (7) calendar days from the date of issuance of any notice by the Sheriff's Human Resources staff or failure to report to the Sheriff's Office when properly notified.

11.7 Conversion to Another Certified List

Upon request during the life of a certified list, a person may be converted to another certified list of an equal or lower pay grade in the same job family, provided the person is qualified for the class of position to which conversion is sought. The person shall remain on the certified list in accordance with the expiration date of the original certified list.

11.8 Request to Fill

Whenever a vacancy in the classified service of the Sheriff's Office is to be filled by a means other than transfer or demotion, the hiring division shall submit a request to fill notice to the Sheriff's Human Resources Office for the class of position in which the vacancy exists.

11.9 Certification of Eligible Applicants

Upon receipt of a request to fill a vacancy, the Sheriff's Human Resources staff shall certify and send the certified list of applicants. If the hiring division has identified special qualification requirements that will require a specific targeted job announcement, the Sheriff's Human Resources staff may advertise for the position and provide a "special certified list" in lieu of the standing certified list to the hiring division for appointment consideration.

This may be extended upon request to and approval by the Sheriff's Human Resources staff for thirty (30) days prior to the expiration of the request to fill. Once a request to fill has been processed and the certified list sent to the division, selection may be made while the request to fill is active even if the certified list or individual applicant on the certified list has reached its expiration date.

11.10 Selective Certification

Where special requirements for particular positions have been requested by a hiring division and approved by the Sheriff's Human Resources staff, certification may be limited to persons meeting the requirements specified.

11.11 Medical Examinations

As required by the Sheriff's Office, appointments may be contingent upon successfully completing and passing a drug test and/or employment medical examination. Provided, however, the Sheriff's Office may elect to exempt certain classes of its appointees from completing and passing a drug test and/or medical examination. When required, the drug test and/or medical examination shall be at the expense of the Sheriff's Office.

The Sheriff's Office may require an employee to submit to a medical examination by a physician selected by the Sheriff's Office at any time after the date of employment. This examination will be at the expense of the Sheriff's Office for the specific purpose of determining the physical or mental capacity of the employee to perform the essential functions of the job with or without reasonable accommodation.

The Sheriff's Office will have a written policy and procedure if conducting substance abuse testing under federal, state and/or Sheriff's Office programs.

SECTION 12 - PROBATIONARY PERIOD

The first twelve (12) months of service in a position to which an employee has been appointed or promoted under the provisions of these Rules shall constitute a probationary.

(a) It shall be the responsibility of the hiring division to provide a written performance evaluation of the employee prior to the end of the probationary period.

(b) The initial probationary period of an employee shall be extended by the length of any leave of absence without pay.

(c) The hiring division may request the Sheriff to approve up to a six (6) month extension of the initial probationary period by providing written justification.

(d) An employee may be separated from a classified position during the initial probationary period and, if separated, the employee shall not have the right of appeal to the Merit System Protection Board.

(e) If an employee in regular status has been promoted but fails to successfully complete the probationary period, he will revert to the position held prior to the promotion if the position is vacant. If the position is not vacant, the individual will be offered another vacant position equal to or lower in pay for which he is qualified. If there are no vacant positions, the employee is to be offered the first vacant position equal to or lower in pay grade for which he qualifies when such position becomes available. For a period limited to one (1) year, employees are not to be hired or promoted to applicable vacant positions until the demoted employee, who must have been in good standing with a satisfactory performance evaluation prior to his promotion, is offered a vacant position within the Sheriff's Office. The rate of pay in the new position shall be the same rate of pay in the former position prior to the original promotion; provided, however that the pay may not exceed the maximum of the pay range for the new position.

(f) Civilian employees designated as trainees shall gain status as a regular employee after one (1) year of employment in the trainee status which includes successful completion of a required formal training program.

(g) Deputy Sheriff Trainees and Detention Deputy Trainees shall gain status as a Deputy Sheriff or Detention Deputy after one (1) year of employment in the trainee status which includes successful completion of a required formal training program. 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 than the rule.

(h) Officers with prior experience initially employed as a Deputy Sheriff or Detention Deputy shall serve a one (1) year probationary period.

(i) Employees promoted to Sheriff's Sergeant, Sheriff's Lieutenant, Detention Sergeant, or Detention Lieutenant shall serve a one (1) year probationary period following the date of promotion. If any leave or other absence interrupts the probationary period, the length of the probationary period shall be extended by that length of time.

SECTION 13 - EXTRAORDINARY APPOINTMENTS

13.1 Temporary Appointment

Temporary appointments shall be utilized to replace regular employees who are temporarily absent from their duties or to provide extra assistance for short periods of time. Such appointments may be made from a certified list. The Human Resources Manager may make a temporary appointment through any means necessary to prevent a work stoppage or slowdown of work that is considered critical to the operations of the Sheriff's Office. The duration of the temporary appointment shall be limited to the period of need for extra assistance.

(a) The acceptance or refusal of a temporary appointment shall not affect an applicant's eligibility for a regular appointment. Any person so appointed shall be compensated at the appropriate rate for the classification to which the temporary position belongs, but no other rights or benefits shall accrue to such person other than state mandates with the exception of holiday pay at the discretion of the Sheriff.

(b) Individuals referred and temporarily employed through contract with temporary employment service companies shall not be considered as employees within the meaning of these Rules and no rights or benefits shall accrue to such persons.

(c) In order to be considered for regular employment, a temporary appointee must update his application in the Human Resources Office.

13.2 Relief Appointment

Relief appointments are placed in an established position approved by the Sheriff. Relief appointments are made to relieve an agency with recurring absences in a specific classification.

A request to fill shall be submitted by the hiring division to the Sheriff's Human Resources Office and appointments shall be made from an appropriate certified list. The appointee may then be called to work as needed without the need to repeat the request to fill process. There are no rights or benefits accrued other than state mandates.

13.3 Emergency Appointment

An emergency as used herein means an unforeseen condition that is likely to cause loss of life or damage to public property such as riots, hurricanes, tornadoes, floods, or other disasters, or situations that require the employment of additional personnel without delay. The filling of normal vacancies or replacement of regular personnel shall not be classified as an emergency.

When an emergency arises which requires the immediate services of one or more persons and it is not possible to immediately secure such persons from an appropriate certified list, and based on prior approval of the Sheriff, the Division Head may appoint such person(s) without regard to other provisions of these Rules governing appointments. Such appointments shall be limited to the period of the emergency and shall not entitle the appointee to any rights or benefits under the provisions of these Rules. All emergency appointments shall revert back to normal appointments and/or positions after emergency is declared over, no matter the length of the emergency.

The Sheriff's Human Resources Office shall be immediately advised of every appointment made

under the provisions of this Rule.

13.4 Provisional Appointment

If, in the opinion of the Sheriff there are urgent reasons for filling a position and no appropriate certified list is available, the Division Head may nominate a person to fill the position pending examination and establishment of a certified list. Each appointee under consideration shall file an application with the Sheriff's Human Resources Office. If such person's qualifications are certified by the Sheriff's Human Resources Office as meeting the minimum qualifications for the position, then such person may be provisionally appointed. No provisional appointment shall be made until the position has been classified and minimum qualifications established in accordance with these Rules. No provisional appointment may continue for more than ninety (90) days after an appropriate certified list has been established for the class of position. No provisional appointment may continue in the event the appointee fails to submit an application or report for examination when notified or fails to qualify on the examination. If no certified list has been established by the end of the ninety (90) day period, the appointee may obtain regular status based upon satisfactory job performance at the recommendation of the Division Head and approval of the Sheriff.

Time spent under provisional appointment may be credited to the probationary period but does not count for longevity purposes. Retirement credits will be in accordance with state mandates. A provisional appointee shall be paid for holidays occurring during the provisional appointment.

13.5 Grant-funded Appointment

Grant-funded appointments are defined as appointments to temporary positions created and funded under federal, state, or other grant agreements. Persons appointed under this procedure may also be participants of programs designed to benefit unemployed or underemployed persons. Administrative staff positions of the grant program shall be employed through regular application and certified list procedures and shall be designated as grant-funded appointments. Persons who are physically or mentally challenged may also be appointed under this procedure by special agreements or grants arranged through state or federal vocational rehabilitation agencies. Any person receiving a grant-funded appointment shall be informed as to the terms and conditions of the appointment, the grant, and/or agreements relating to the appointment. The employment of such persons shall be terminated either upon expiration of the grant or as planned in any other form of agreement. There are no layoff rights.

All benefits and pay are subject to the availability of funds as provided for in the grant agreement.

- (a) No rate of pay shall be higher than rates paid to employees similarly employed.
- (b) Leaves may be accrued and taken if provided for within the grant agreement but not in excess of that which is provided for under these Rules.
- (c) Holidays shall be the same as provided in these Rules.
- (d) All other benefits shall be those set forth in the grant or the special agreements in compliance with applicable laws and regulations governing such.
- (e) Position creation, classification or reclassification, and pay grade assignments may be accomplished in order to accommodate special grants or agreements made through federal and state vocational agencies in conjunction with the efforts to carry out vocational rehabilitation

programs for challenged persons.

Transition from a grant-funded appointment to a regular appointment may be accomplished by any of the following:

(1) After completion of one year of continuous service with the classified service, persons employed in this capacity may take promotional exams and be graded as other regular classified employees;

(2) Any persons employed under this procedure may take any entrance exam that is open on a competitive basis to the general public;

(3) Based upon demonstration of satisfactory performance as required by the class, without being placed on a certified list, individuals certified as vocational rehabilitation trainees may be automatically progressed to a position at the completion of the training period stipulated in the grant agreement.

13.6 Student Appointment

A student is defined as an employee who is currently enrolled as a full-time student or certifies intent to enroll the next term in an accredited secondary school, college, vocational school, or university. Employment shall be limited to 1400 hours in any twelve (12) month period starting with the student's beginning date of employment. No other rights or benefits shall accrue to such person while serving in a student appointment. Holiday pay shall be granted on a basis prorated to the average number of hours worked per week.

Upon request of the Sheriff's Human Resources Office, the student shall submit documentation of student status to be eligible for continued employment.

SECTION 14 - TRANSFERS

14.1 Intra-Authority (within the Sheriff's Office)

An intra-authority transfer is defined as reassigning an employee from one regular position to another regular position when both positions come under the jurisdiction of the Sheriff's Office.

Intra-Authority transfers will be processed as follows:

- (a) Lateral transfers between different classifications in the same pay grade shall be documented on a Personnel Action Form (PAF).
- (b) The employee must meet the minimum qualifications of the new class.
- (c) If the employee is in an initial or promotional probationary status transferring to an identical class the original probationary period will continue.
- (d) If the employee is in an initial or promotional probationary status transferring to a new class in which permanent status has never been held, a new probationary period shall begin.

14.2 Inter-Authority (between County agencies)

An inter-authority transfer is defined as moving an employee from the jurisdiction of one agency to another agency within the County employment system.

Inter-Authority transfers will be processed as follows:

The releasing agency shall prepare a PAF indicating the employees' acceptance of a position with another County agency. The receiving agency shall give at least two (2) weeks' notice to the agency from which the employee is transferring unless the notice is waived by both agencies. Having met the notice requirements, an agency may not prevent the employee's transfer to another County agency;

14.3 Effect of Transfer

Lateral transfers will not change the employee's pay grade, pay rate, anniversary date, or permanent status.

SECTION 15 - THE PAY PLAN

15.1 Purpose of the Pay Plan

The pay plan shall be directly related to the classification plan and shall provide the basis of compensation for employees in the classified service. The pay plan shall be constructed with regard to the following:

- (a) Relative difficulty and responsibility existing between the various classes of work;
- (b) Prevailing rates of pay for similar types of work in private and public employment;
- (c) Availability of candidates for recruitment to the various classes of work;
- (d) Economic conditions of the area.

15.2 Composition of the Pay Plan

The pay plan shall include:

- (a) A table of base salary rates;
- (b) A schedule of pay grades for each title in the classification plan, consisting of a minimum and a maximum rate of pay.

15.3 Adoption of the Pay Plan

After necessary study, inquiry, and consultation, the Sheriff's Human Resources staff shall prepare the pay plan for the various classes of work in the classified service and present the pay plan with recommendation for its implementation to the Sheriff for approval and adoption.

15.4 Amendments to the Pay Plan

Amendments to the pay plan shall be considered by the Sheriff when changes of responsibilities of work or classes, living costs, availability of labor supply, prevailing rates of pay, or other pertinent economic considerations warrant such action. Any classified employee may initiate requests for amendments.

Amendments shall be made in the same manner as the original adoption of the pay plan. Whenever new classes become a part of the classification plan, the salary for such classes shall be adopted in this manner.

15.5 Administration of the Pay Plan

Employment is to be in accordance with the pay plan. All persons employed in the classified service shall be paid in accordance with the rates of pay set forth in the pay plan for the job classification to which appointment is made.

(a) Initial Appointment or Employment. New appointments in the classified service shall normally be made at the entry level of the pay grade established for the job classification to which the appointment is made. New appointments may be made above the minimum rate established for the job classification for which the appointment is made up to and including the mid-point of the pay range upon the recommendation of the Human Resources Manager and with approval of the Sheriff.

(b) Salary Inequities. In order to correct salary inequities, the Sheriff may make such within-grade salary adjustments as is in conformance with equitable pay upon the recommendation of the Sheriff's Human Resources staff. Each such recommendation shall be processed through the Human Resources Office for study and review to justify the facts contained therein and to make all pertinent information available to the Sheriff. Such changes shall be contingent upon the availability of funds. If, upon application of an employee, the Sheriff determines that the employee has exhausted all administrative remedies and that a salary inequity exists, the Sheriff may make such within-grade adjustments to correct such inequity to become effective upon the beginning of the next fiscal year when the adjustment is not recommended by the Human Resources Office or if funds are not currently available.

15.6 Military Service Reinstatement

Employees who leave the classified service to enter the active service of the Armed Forces of the United States and who are subsequently reinstated to positions previously held shall be entitled to receive compensation at the rate to which the employee would have been entitled had classified service not been interrupted by service in the Armed Forces.

15.7 An Employee's Change in Status

(a) Transfers. An employee who is laterally transferred shall continue at the same rate of pay and the beginning date and anniversary date shall remain unchanged.

(b) Reclassifications. Reclassifications shall not change the employee's anniversary date.

(1) Employees who are reclassified from a position in one class to a position in a higher class shall have their salaries adjusted according to the rule governing promotions.

(2) Employees who are reclassified to a lower classification will receive a ten percent (10%) reduction in pay provided that the resulting pay rate shall not exceed the maximum of the new pay grade and shall be considered to have demoted involuntarily. Reclassifications in equal pay grades shall have no effect on employees' salaries.

15.8 Automatic Progression

Some designated positions within the classified system serve as a multi-level position, and at the discretion of the Sheriff, may be filled at any level (trainee, journeyman, or master). The selected applicant must be hired from a competitive certified list.

Upon completion of training and/or experience requirements contained in the trainee class specification, employees designated as trainees shall automatically progress to the next level without being on the higher certified list. While the salary will be advanced in a like manner as a promotion, automatic progression is not a competitive promotion and there will be no adjustment in the employee's anniversary date.

15.9 Merit Pay Increases

Merit pay increases within an established pay grade shall not be automatic but may be granted by the Sheriff in an amount which shall not exceed ten percent (10%) within one (1) fiscal year or the maximum of the pay grade. Such increases shall be based upon standards of performance as indicated by performance ratings and other pertinent data.

15.10 Performance Evaluation

The Sheriff shall establish and administer programs for evaluating the work performance of employees in the classified service. Each employee shall be given a copy of the performance report based on his individual work performance and attitudes, and he shall be entitled to discuss it with the supervisor who rated him prior to the report becoming certified. The original performance evaluation shall be submitted to the Sheriff's Human Resources Office as the official records' custodian and shall be filed in the employee's personnel file.

15.11 Pay Grade Change

(a) Upon the pay grade change of an existing job classification, rates of pay for incumbent employees affected by such changes shall be adjusted in the following manner:

(1) An employee whose job classification has been assigned to a higher pay grade shall receive an upward adjustment of a minimum of five percent (5%) in pay or to the minimum pay rate of the new pay grade, whichever is greater. The new salary shall not exceed the maximum amount.

(2) An employee whose job classification has been downgraded shall continue to receive the current rate of pay. If the current rate of pay is at or above the maximum pay rate of the new pay grade, the employee shall not receive any increases in pay unless the pay range for the job classification is changed so as to provide a higher rate of pay.

(b) Should the effective date of a pay grade change be the same date as an employee's merit pay increase, such merit pay increase shall be awarded and then the employee's salary rate shall be adjusted into the new pay grade in accordance with paragraph (a) above.

(c) Pay grade changes shall not impose any additional probationary service on those employees serving their probationary period, nor shall a pay grade change impose a probationary period of service on those employees who have satisfactorily completed such period of service.

(d) There shall be no change in the employee's anniversary date.

15.12 Salary Incentive Pay

The Sheriff may establish a Salary Incentive Pay Program for its employees who receive a professional designation as defined in the Florida Administrative Code, or any higher designation approved by the Sheriff. The incentive pay shall be paid in addition to any other authorized pay. The Sheriff may, after consideration of budget funds available, grant this incentive pay to all

qualified employees.

To qualify for the incentive pay, an employee must meet the following requirements:

- (a) Be a full-time regular employee of the Sheriff's Office;
- (b) Obtain and maintain an active professional designation;
- (c) Be employed in a position designated by the Sheriff as a position where the office will benefit from the employment of a professionally certified employee;
- (d) The professional designation must be over and above any minimum education and training requirements of the job classification to which the employee is appointed.

In order to facilitate a Salary Incentive Pay Plan, the Sheriff shall:

- (1) Maintain a list of all employees who have an active designation;
- (2) Maintain a list of all positions where the Sheriff's Office will benefit from the employment of a certified employee.

15.13 Pay for Exemplary Performance

Nothing herein shall preclude the Sheriff from formally adopting a pay program recognizing an exemplary act of performance of any employee. Any exemplary awards of pay made to an employee shall be in addition to base pay and shall not continue from year to year.

15.14 Overtime Work, Overtime Pay, and Compensatory Time

The Sheriff shall adopt policies and procedures that meet the legal requirements of the Fair Labor Standards Act. Should an employee be required to actually work more than forty (40) hours in any one week (or other hour limitations or work periods as defined in the Fair Labor Standards Act), all such time shall be considered overtime work. Further, at a minimum, such policies and procedures shall include provisions for the authorization of overtime work, rate of payment for overtime work inclusive of differentials and incentive pay, and compensatory time off.

(a) Classified service salaried employees certified as meeting pertinent Administrative, Executive, or Professional Fair Labor Standards Act tests are excluded from the overtime provisions of the Fair Labor Standards Act. However, the Sheriff may provide overtime and compensatory time benefits to such salaried employees. If these employees have exhausted their available accumulated leave time, they may not have their salary reduced for absences of less than a day in duration.

(b) Separated employees covered by the Fair Labor Standards Act shall receive a lump sum payment for all unused compensatory time at a rate which is not less than that employee's average regular rate during the last three (3) years of employment, or that employee's final regular rate whichever is higher. Those classified employees exempted from the Fair Labor Standards Act in (a) above may receive compensatory lump sum payments at separation at the discretion of the Sheriff. Classified employees with compensatory time earned while in a covered status shall receive a lump sum payment at separation.

15.15 Requirements for Continuity of Service

Service requirements for advancement within compensation schedules, longevity, and other purposes, shall mean employment in the classified service without a break or interruption except for the following:

- (a) An employee's reinstatement in the classified service within thirty (30) days following date of resignation or layoff;
- (b) An employee returning from military duty within prescribed time limits shall retain continuity of service as if he had never left employment with the Sheriff's Office.

Time lost due to the cause described in (a) above shall not be included in computing continuous length of service.

15.16 Incentive Retirement Pay

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 age or date is the time you are first eligible to receive a retirement benefit without a reduction of the benefit because of age.

Regular Class, Elected Officers' Class (EOC) and Senior Management Service Class (SMSC) – For members initially enrolled before July 1, 2011, vested and age 62 or after 30 years of creditable service regardless of age (may include optional service credit). For members initially enrolled on or after July 1, 2011, vested and age 65 or after 33 years of creditable service regardless of age (may include optional service credit).

Special Risk Class – For members initially enrolled before July 1, 2011, six years of special risk service and age 55; or 25 total years of special risk service and age 52 (may include up to four years of military service); or 25 years of special risk service regardless of age; or 30 years of any creditable service (may include credit for up to four years of military service). For members initially enrolled on or after July 1, 2011, eight years of special risk service and age 60; or after 30 total years of special risk service and age 57 (may include up to four years of military service); or after 30 years of special risk service regardless of age; or after 33 years of any creditable service (may include optional service credit and service in other membership classes.)

An employee is considered a retiree if Disability Retirement is approved by the Florida Retirement System (FRS).

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 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 four (4) months in advance.

Retirement Incentive Calculation:

$$\begin{aligned} & \text{Hourly salary} + \text{longevity} * 2080 \text{ (annual work hours)} * 15\%, 10\% \text{ or } 5\% \\ & \quad = \text{Retirement Incentive Pay} \end{aligned}$$

15.17 Deferred Retirement Option Program (DROP)

Nothing in these Rules to the contrary shall preclude any permanent employee covered by the Florida Retirement System from participation in the Deferred Retirement Option Program (DROP).

15.18 Longevity Pay

Longevity pay will be granted to each 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>Longevity 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%

15.19 Pay Plan Adjustment – CPI

During the month of April of each year, the Sheriff shall consider an adjustment to the base pay ranges using the percentage change in the Consumer Price Index (CPI) as a guide. The CPI percentage presented to the Sheriff for consideration shall be obtained from the Bureau of Labor Statistics' data from the previous calendar year as indicated in the Bureau of Labor Statistics' January News Release.

SECTION 16 - PROMOTIONS

16.1 Effect of Promotion on Pay Grade, Probationary Period, and Anniversary Date

Permanent employees may be promoted to a job classification with a higher rate of pay after having successfully met any applicable requirements. All promotional vacancies for civilian classifications shall be advertised within the Sheriff's Office. Qualified Sheriff's Office employees shall be considered prior to consideration of outside applicants. Upon such promotion:

(a) DBM Rating and Pay Rate. Direct Support employees shall receive the minimum pay rate of the DBM rating established for the job classification to which the promotion is made, or up to a ten percent (10%) increase in the base pay rate, whichever is greater; provided, however, the new salary shall not exceed the maximum amount established for the employee's classification.

(b) Probationary Period. An employee shall commence a new probationary period of service in accordance with the Rule governing the probationary period.

(c) Anniversary Date. Promotions shall establish a new anniversary (evaluation) date.

16.2 Temporary Promotion

When justifiable conditions exist and an employee is temporarily required to serve in and accept the responsibility for work in a higher class of position, such employee shall receive the minimum rate of that class or a minimum of five percent (5%) increase above the present base pay rate whichever is higher while so assigned. Employees serving in a temporary promotion shall receive a pay increase on the effective date of the assignment, provided the assignment shall last for greater than fifteen (15) calendar days. The period of temporary promotion shall be for a period not exceeding six (6) months.

A temporary promotion shall not affect the employee's eligibility for merit increases in the position to which the employee is regularly assigned.

16.3 Promotional Process

The following promotional procedure shall be followed for the classifications of Detention Deputy, Law Enforcement Deputy Detention Sergeant and Law Enforcement Sergeant.

(a) Written Examination.

(1) A written examination comprised of fifty (50) questions shall be developed by subject matter experts. Each correct answer shall be worth two (2) points. Subject matter experts shall be selected by agreement between the Sheriff and the PBA President.

(2) The written exam will be scored as 60% of the final score. Candidates must pass the written exam with a score of 70 points or more to continue to the oral examination. 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
Florida Model Jail Standards (Detention)

(3) A minimum of thirty (30) days of study time shall be provided. Study material shall be developed and identified prior to the beginning of the 30-day study period.

(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 30% 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 (Lieutenants)

(c) Written Essay. A 250 word minimum written essay will be scored as 10% of the final score. The candidate may choose from three to five pre-determined topics on which to complete the essay. The scoring of the essay will focus on content, grammar, spelling, and punctuation.

(d) Eligibility: An application period of at least two weeks shall be publicly announced. Eligibility for promotion shall be based upon the following:

(1) Law Enforcement/Detention Sergeant:

- Four (4) years of continuous service as a Law Enforcement/Detention Deputy within the Escambia County Sheriff's Office and a Bachelor's Degree or equivalent* in Criminal Justice or a related field; or 600 hours of CJSTC approved training; or
- Five (5) years of continuous service as a Law Enforcement/Detention Deputy within the Escambia County Sheriff's Office and an Associate Degree or equivalent** in Criminal Justice or a related field; or 400 hours of CJSTC approved training; or
- Six (6) years of continuous service as a Law Enforcement/Detention Deputy within the Escambia County Sheriff's Office and 200 hours of CJSTC approved training.

(2) Law Enforcement/Detention Lieutenant:

- Two (2) years of continuous service as a Law Enforcement/Detention Sergeant within the Escambia County Sheriff's Office and a Bachelor's Degree or equivalent;* or
- Three (3) years of continuous service as a Law Enforcement/Detention Sergeant within the Escambia County Sheriff's Office and an Associate Degree or equivalent;** or
- Four (4) years of continuous service as a Law Enforcement/Detention Sergeant within the Escambia County Sheriff's Office and 600 hours of CJSTC approved training.

*The equivalent of a Bachelor's Degree is defined as 120 hours of approved course study qualifying as core or elective classes toward a Bachelor's Degree.

**The equivalent of an Associate Degree is defined as 60 hours of approved course study qualifying as core or elective classes toward an Associate's Degree.

(e) Duration of Promotional List.

The established promotional list shall remain in effect for a period of eighteen (18) months. Within ninety (90) days prior to the expiration of the existing promotional list, Human Resources will begin a new promotional process.

(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.

The written exam will be proctored by the Human Resources staff and at least 1 person familiar with promotional testing processes from another agency. 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 written essay will be proctored by the Human Resources staff. 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 lined notebook paper which will be provided to each candidate. Upon completion of the written essay, the candidates' thumb print will be placed on the top of the completed essay pages when they are 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.

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 a representative selected by the Sheriff and the PBA.

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

The Sheriff will select candidates from the list in numerical order starting at number one through the number of positions to be filled. The next candidate on the list then becomes number one. If the Sheriff determines a candidate unsuitable for promotion based on a review of the personnel and disciplinary folders, that candidate will be passed over and the next candidate on the list will be reviewed. The candidate passed over will retain their position on the list for future consideration. If a candidate is passed over during the promotional process the candidate may request a meeting with the Sheriff or his designee.

Active Military:

In the case of active military deployments, the Human Resources Manager will reserve confidential testing materials and will make arrangements for qualified candidates to take the entire exam by proctor, if possible, or the candidate will be permitted to complete the process within sixty (60) days of returning to work. After completion of the exam, the candidates score will be merged into the existing list. A minimum of thirty (30) days of study time shall be provided. Study material shall be developed and identified prior to the beginning of the 30-day study period.

16.4 Career Progression and Paths

Certified and Sworn:

- A.** Deputy Sheriff or Detention Deputy Trainee: DBM. B23T (Entry level position)
A Deputy Sheriff Trainee or Detention Deputy Trainee will automatically progress to Deputy Sheriff or Detention Deputy after successfully completing a one (1) year probationary period.
 - 1. For those officers with at least one (1) year prior law enforcement or detention experience, respectively and who have Florida Police Standards certification, the Sheriff may elect to hire directly into the position of Deputy Sheriff or Detention Deputy. The one

(1) year probationary period remains in effect for officers hired directly into the position of Deputy Sheriff or Detention Deputy.

2. The probationary period may be extended for up to an additional year by the Sheriff with the consent of the employee. This authority to extend the probationary period shall be the exception rather than the rule.

B. Deputy Sheriff or Detention Deputy: DBM B23

Promotion to Deputy Sheriff or Detention Deputy will be automatic upon receiving acceptable evaluations and satisfactorily completing one (1) year of service. The officer will receive an increase of 10% in salary as proficiency pay.

C. Deputy Sheriff or Detention Deputy 1st Class: DBM B23A

Officers rated as Deputy Sheriff or Detention Deputy 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 or Detention Deputy 1st Class.

D. Senior Deputy or Senior Detention Deputy: DBM B23B

Officers rated Deputy Sheriff or Detention Deputy 1st Class will advance to Senior Deputy or Senior Detention 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 or Detention Deputy 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.

E. Master Deputy or Master Detention Deputy: DBM B23C

Officers rated Senior Deputy or Senior Detention Deputy will advance to Master Deputy or Master Detention 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 or Senior Detention 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 or Master Detention Deputy.

F. Officers transferring Bargaining Units

The parties acknowledge that there are occasions when a detention officer transfers his or her employment from the detention bargaining unit to the law enforcement bargaining unit. While it is not as common, a law enforcement deputy may also transfer his or her employment from the law enforcement bargaining unit to the detention bargaining unit, upon appropriate training and certification. Because these transfers could otherwise involve the loss of substantial hourly or annual compensation, the parties agree that no such transferring employee shall lose more than ten percent (10 %) of his or her former hourly rate of pay upon transfer.

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.

Crime Scene:

Crime Scene Technicians receive a 5% increase upon receiving acceptable evaluations and satisfactorily completing the following Steps.

1. Crime Scene Technician I

Step I - 5 years of service; 120 hours of approved training or 60 classroom hours of law enforcement, forensics, or any science related college level classes

2. Crime Scene Technician II

Step II - 10 years of service; Additional 80 hours of approved training or 40 classroom hours of law enforcement, forensics, or any science related college level classes

3. Crime Scene Technician III

Step III - 15 years of service; Additional 80 hours of approved training or 40 classroom hours of law enforcement, forensics, or any science related college level classes

Additionally, Crime Scene Technicians may qualify for the following supplemental pay for the following certifications obtained through the International Association of Identification:

1. Crime Scene Investigator \$50 per month
2. Crime Scene Analyst \$100 per month
3. Crime Scene Reconstructionist \$150 per month
4. Senior Crime Scene Analyst \$200 per month

SECTION 17 - DEMOTIONS

17.1 Involuntary and Voluntary Demotions

(a) Involuntary.

(1) Unsatisfactory Performance. An employee, who fails to satisfactorily perform the duties and responsibilities required of the job, may be demoted to a job classification at a lower pay grade for which he qualifies.

(2) Disciplinary Reason. The Sheriff for just cause may demote a regular employee for disciplinary reasons. Such demotion shall be in accordance with the provisions of the Sheriff's Office Disciplinary Policy. (Reference Sheriff's Office General Order, Disciplinary Process)

(b) Voluntary. An employee may request, in writing, a voluntary demotion to any classification for which he is qualified.

17.2 Pay Rate, Probationary Period, and Anniversary Dates

(a) Pay Rate. An employee affected by a demotion shall have his pay adjusted to the pay grade of the job classification to which the demotion is made as follows:

(1) Involuntary demotion. The new rate of pay shall be determined by reducing the base pay rate by ten percent (10%), provided the new pay rate shall not exceed the maximum of the new classification.

(2) Voluntary demotion. The new rate of pay shall be determined by reducing the base pay rate by five percent (5%), provided the new pay rate shall not exceed the maximum of the new classification.

(b) Probationary Period and Anniversary Dates

(1) Probationary Employee. An employee on his initial probationary period shall serve a new probationary period not to exceed twelve (12) months in the new class to which the demotion is made. The employee's anniversary date shall be changed to the effective date of such demotion.

(2) Regular Employee. A regular employee will be required to serve another probationary period. A regular employee shall retain his current anniversary date.

17.3 Demotion of Promoted Employee Currently Serving a Probationary Period

A promotional probationary employee may be demoted for the inability to perform the duties and responsibilities required by the higher job classification. An employee may be returned to a vacant position within the Sheriff's Office in accordance with the employee's qualifications. The pay rate, anniversary date, and probationary period, if any, shall be adjusted to correspond to what normally would have been attained had there not been a promotion.

SECTION 18 - LAYOFF/REDUCTION IN FORCE

18.1 Reduction in Force/Layoff

The Sheriff may lay off employees because of lack of funds, or lack of work, provided that such reductions are made in good faith. Prior to a layoff, the Sheriff shall notify the Human Resources Manager of the classes of positions directly affected, the number of positions to be vacated within each class, and the reasons therefore. Thereupon, the Human Resources staff shall furnish to the Sheriff, without unnecessary delay, a seniority list including the names of the persons in the designated classes of positions, and the order in which separations shall occur.

(a) Layoff Notice. The Human Resources Office shall provide written notification to the employees who will be affected by a Reduction In Force (RIF). Employees shall be given fifteen (15) calendar days' notice prior to their layoff effective date. To exercise bumping privileges, employees affected by layoff shall make a written request to the Human Resources Office no later than five (5) working days prior to the effective date of the layoff.

(b) Order of Reduction in Force. Reduction in force shall be made in strict order of seniority within the classes as determined exclusively by an employee's beginning date for continuous employment in the classified service. Any employee having permanent status who has been given notice of layoff, or who has been bumped under these provisions, shall have the same right to bump or to elect to demote to a vacant position in lieu of layoff within the Sheriff's Office.

(c) Bumping or Rollback Privileges. When a regular employee is subject to layoff, the employee shall have the option of making application for any lower classification, provided that the regular employee is qualified to perform the duties of such lower class of position and has greater seniority.

The employee shall state his qualifications for the class of position for which rollback is sought. The Human Resources staff then shall evaluate the application of such an employee and determine whether the employee meets the minimum qualifications.

When two or more positions of a lower classification and of equal pay for which an employee has applied are available to the employee, the Human Resources staff shall select the position to which an employee may be assigned.

(d) Layoff Status. Employees who fail to exercise their bumping rights shall be recalled in the reverse order of their layoff, but they shall retain their eligibility to participate in any and all examinations for that class or for higher classes. Employees who are on layoff, if appointed by the Sheriff to the same or a higher class than that class previously held, shall lose all recall rights to the position vacated because of the layoff and shall have their names removed from the certified re-employment list.

(e) Recall. Employees laid off or demoted because of a layoff shall be recalled from layoff or demotion from any certified re-employment list for which they have qualified on the basis of their seniority when positions in those classes become available. However, such recall rights shall not extend beyond one (1) year from the effective date of layoff or demotion. If employees refuse to accept those positions affected, they shall lose all rights to those positions. An employee not re-employed within one (1) year from the effective date of such layoff shall lose all recall rights.

(f) Bridging of Service. For any layoff not exceeding one (1) year period, those regular employees shall have their service bridged over the layoff period upon their re-instatement.

(g) Notification. The Human Resources staff shall notify an employee laid off of any vacancy in the same class for which the employee was laid off and to which his seniority may entitle him. Such notice shall be given to the employee by certified mail (return receipt requested) sent to his last known address. The notified employee shall be given seven (7) working days after receipt of such notice to notify the Sheriff's Human Resources Office of the acceptance or denial of the position. The employee shall be given seven (7) additional working days to actually report to work unless this period is extended with the express consent of the employee and the Division Head where the vacancy exists. The failure of such employee to comply with any of the above conditions within the time limits specified shall void all reinstatement rights. The fact that a registered letter is returned to the Human Resources Office because it failed to reach the employee at his last known address on record shall be taken as proof that the employee has failed to keep the Sheriff's Office advised of his current address, and the employee therefore shall forfeit his rights for reinstatement.

(h) Appeals. Any covered employee who elects to appeal his layoff or a failure to be recalled shall do so in writing, dated and signed by the employee and/or his attorney. Such appeal shall be filed at the office of the Merit System Protection Board within ten (10) calendar days after the effective date of the layoff. The last day of the period so computed shall be included unless it is Saturday, Sunday, or a legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or a legal holiday. The appeal shall state briefly with specificity such allegations of facts as the employee deems necessary to establish bad faith on the part of the Sheriff in the layoff or recall and shall request a hearing before the Merit System Protection Board. A copy of such appeal shall be served upon the Sheriff's Office or its authorized agent who initiated the request by delivery in person or by certified mail to the address of record prior to being submitted to the Merit System Protection Board.

(Reference the Merit System Protection Board Rules)

SECTION 19 - PERSONNEL FORMS AND REPORTS

The Sheriff's Human Resources Office will have the authority and responsibility to approve, develop, and implement all information and databases for appropriate recordkeeping and personnel actions.

SECTION 20 - RESIGNATIONS

To resign in good standing an employee shall give the Sheriff's Office at least two (2) weeks' notice, in writing. Failure to comply with this requirement may be cause for immediate removal in bad standing. However, the Sheriff or his designee may exempt from this requirement any employee who has given less than the required notice, if in his judgment, exceptional circumstances warrant such exemption. The employee may not rescind a resignation, once tendered and accepted by the Division Head, unless approved by the Division Head. A waiver of the required notice by the Division Head shall be termination on the date set by the Division Head, and the employee shall not be entitled to any compensation after the last hour worked.

Any employee who resigns from the classified service shall be removed from all certified lists.

A resignation is considered a voluntary act on the part of the employee and shall not be forced. A resignation in lieu of disciplinary action may be accepted, or denied, by the Sheriff. No resignation shall be required in advance or as a condition of appointment or employment.

SECTION 21 - DISCIPLINARY ACTIONS, APPEALS, AND GRIEVANCES

21.1 Discipline

The Sheriff is responsible for disciplining all agency members. Discipline shall be administered in accordance with the Sheriff's discipline policy (Reference Sheriff's General Order, Disciplinary Process), the current collective bargaining agreement (for those employees covered by a collective bargaining agreement), and the Law Enforcement and Correctional Officers Bill of Rights contained in Sections 112.531 through 112.535, Florida Statutes (for sworn law enforcement and correctional officers).

21.2 Appeal of Discipline by Employee

(a) Employees who have rights established in a collective bargaining agreement may appeal disciplinary action in accordance with the collective bargaining agreement.

(b) Members not covered by a collective bargaining agreement may appeal disciplinary actions to the Merit System Protection Board.

(c) Members covered by an employment agreement are limited to the appeal rights specified in their employment agreement. If no appeal right is specified in the agreement, the member has no right to appeal disciplinary action.

21.3 Employee Grievances

The policy of the Sheriff shall be to adjust grievances promptly and fairly. Any member who is personally, directly, and adversely affected in his employment by the failure of the Sheriff or his representative to comply with specific requirements of the Rules may file a grievance. Action on grievances and appeals of grievances will be administered in accordance with the Sheriff's policy on grievances (Reference Sheriff's Office General Order, Grievance Procedures) and the current collective bargaining agreement (for those employees covered by a collective bargaining agreement).

SECTION 22 - RECORDS AND REPORTS

Records and reports of the Sheriff's Office are available for inspection and copying in accordance with applicable public record laws of the State of Florida.

SECTION 23 - PROHIBITIONS

23.1 Gifts/Gratuities/Loans

a. General Prohibition: In addition to unlawful acts prohibited throughout these Rules, members may not accept gifts, gratuities, or loans from organizations, business concerns, or individuals with whom he has official relationships on business of the county government. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, or to prohibit employees from accepting social courtesies which promote good public relations, or to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that inspectors, purchasing agents, law enforcement officers, etc., guard against any relationship which might be construed as evidence of favoritism, coercion, unfair advantage, or collusion. Members must request an opinion from the general counsel if there is any doubt concerning the legal propriety of accepting an offered gift, gratuity, or loan.

b. Detention Personnel: In addition to the general prohibition described above, no member of the Detention Division may receive, directly or indirectly, from any inmate or prisoner, or from anyone on behalf of such inmate or prisoner, any gift, reward, or any compensation whatsoever for his or her services or supplies other than that prescribed or authorized by law or the department.

23.2 Rewards

As a general rule, members may not receive or accept any reward for the performance of duties or services that are included within the scope of their employment. Members may accept a reward only if approved in writing by the Sheriff.

23.3 Outside Employment

Members must have the written permission of the Sheriff to engage in outside employment, Classified employees may engage in or be associated with only such part-time or occasional employment, occupations, or private businesses outside their regular working hours that do not interfere with the efficient performance of their duties for the Sheriff's Office; provided further, such outside employment or associations shall not create conflicts of interest, either real or apparent, and shall not otherwise be detrimental to the best interest of the Sheriff's Office.

23.4 Additional Compensation

No Sheriff's Office employee shall be employed or receive additional compensation by more than one county entity.

SECTION 24 - ELECTIVE OFFICE OR POLITICAL ACTIVITY

All employees holding positions in the classified service are governed by the provisions of applicable federal or state laws relating to elective office and political activity.

SECTION 24 - ELECTIVE OFFICE OR POLITICAL ACTIVITY

25.1 Severability

If any of the provisions of these Rules or if any of the regulations or orders, or the application of such provisions to any person or circumstances shall be held inoperative, void, or invalid, the remaining portion of these Rules and the application of such provisions to persons or circumstances other than those as to which it is held inoperative, void, or invalid, shall not be affected thereby.

25.2 Effective Date

These Rules shall take effect March 8, 2013 when ratified by the Sheriff.

Section 3.8 Revised 4/14/2010