

# **Pre-Employment Agreements: Assessing Their Effectiveness at Safeguarding Agency Investments in Staffing**

**Robert S. Colbert**

## *Abstract*

*In recent years law enforcement agencies throughout Florida have consistently placed as top management concerns the issues of employee recruitment and staff retention. As the number of retirees and job vacancies grow, administrators must explore methods for securing their investment in a professionally trained workforce. A proposed solution being implemented in many agencies across Florida is the utilization of pre-employment agreements between the agency and perspective officers. While the conditions of such agreements may vary from agency to agency, the most common provisions are defined lengths of employment and identified consequences for early separation of employment on the part of the employee. This research paper will outline the economical consequences associated with officer attrition, the implementation of pre-employment agreements and an overview of court rulings in the State of Florida as they related to pre-employment agreements in the law enforcement profession.*

## Introduction

During the end of the 1990's, a new problem arrived to the profession of law enforcement and quickly ascended as a top concern facing most police administrators. While issues such as use of force, officer safety and case resolution have and always will remain prevalent, this new concern quietly crept into most organizations and reached epidemic status almost overnight. The complexity of the problem was unique to administrators since the profession had enjoyed a long history of workforce stability; compliments of steady pay and guaranteed work. Certainly the security that the profession offered was among its most appealing attributes, however even this would prove ineffective at maintaining a consistent workforce.

The subject of officer retention has become the reoccurring issue within most discussions with law enforcement administrations, with the focus placed on the expense of recruiting, hiring and training new personnel. Adding to the importance of this issue are the prospective budget constraints that many agencies will face in coming years, placing a heavier emphasis on stabilization of the workforce and reducing the reoccurring costs associated with continually training new officers for the same position. The objective of this research is to explore the plausibility of pre-employment agreements as a method of protecting the financial investments that each agency makes during the employment of new officers.

## Literature Review

### *Officer Attrition and Trends*

The tides in police retention have changed and many agencies are scrambling with the difficulties associated with filling vacancies. The phenomenon is unique to administrations, which have enjoyed a long history of job vacancies being outnumbered by qualified applicants. Regarding the topic of how the retention trends in law enforcement have been in the past, William Woska, a professor at the Golden Gate University wrote in the September 2007 edition of *The Police Chief* magazine “from the 1960s into the 1990s, many young men and women with a high-school diploma, in addition to individuals with a college education, were attracted to a law enforcement career...hundreds and sometimes thousands of applicants for a job” (Woska, 2007). Woska noted that now “more than 80 percent of the nation’s 17,000 law enforcement agencies, large and small, have police officer positions that they cannot fill” (Woska, 2007).

In his article in the September 2005 edition of *The Police Chief* magazine, Dwayne Orrick focused awareness on the fact that the attrition of police officers has actually surpassed several other fields that have received much more media attention. The writer notes that while nurses and teachers have experienced a high level of turnover, twelve and thirteen percent respectively, law enforcement officer turnover in patrol positions was fourteen percent during the same three year period. Orrick noted that the average tenure for service of a new police officer is thirty-three months (Orrick, 2005).

In the March 2007 edition of *The Police Chief* magazine, Douglas Yearwood wrote concerning attrition rates and the length of service. Yearwood wrote, regarding lengths of service with law enforcement agencies, “irrespective of the reasons why officers leave, the average length of an officer’s employment was 34 months before he or she decides to leave the police agency” (Yearwood, 2007). Yearwood also noted that once employment exceeded a period of 36 months, agencies stood a greater chance for long term retention of employment.

### *Financial Expenditures*

In the March 2007 edition of the *Americans for Effective Law Enforcement (AELE) Law Journal*, Wayne Schmidt cited several reasons for the use of pre-employment contracts, including “high cost of selecting applicants, sponsoring their academy training, and months of field training” (Schmidt, 2007). While the hiring process may vary from agency to agency, Schmidt suggests that the screening, hiring and training process could cost up to \$20,000. With the additional estimated costs of \$28,000 for the salary of both the trainee and field training officer, Schmidt states that the cost for a new employee at completion of the field training could approach \$48,000 (Schmidt, 2007).

## *Pre-Employment Agreements*

One hurdle facing many police administrators today is the challenge to explore new and often non-traditional methods for securing the employment of officers for lengths of time that enable them to recoup the cost of hiring and training. In the 2005 edition of the Duke Law Journal, Brandon S. Long indicated that two of the most effective methods for protecting an employer's expenditure is the use of non-competes and repayment agreements. Non-competes agreements are written agreements between employers and employees intended to provide specific protection of trade secrets and confidential information. While non-competes agreements have been found to be very effective in many private labor settings, their use in the public safety environment may not be as practical as repayment agreements.

Repayment agreements differ from non-competes since they specifically address an employer's efforts to recoup the financial investment made in training and educating employees. Long noted "repayment agreements, which require employees to pay back training expenses if they quit before the employer recoups its investment, have become increasingly prevalent." Long further argued that the use of repayment agreements could safeguard agencies from a loss of the financial investments necessary to maintain the highest level of training and performances (Long, 2005).

It is important to note that pre-employment agreements are contracts and consequently are comprised of three parts; an offer of employment, an acceptance of that offer, and provisions for a consideration of employment. With the offer, the employer is extending employment to an individual; the acceptance is the individual's agreement to commence employment. These provisions for consideration are the features that are unique to pre-employment agreements and the main differentiating factors from traditional employment. The provisions for consideration enable employers to mandate conditions and term of employment. Such conditions can vary from length of service, maintaining specified physical conditions and completion of defined training.

## *Employment At-Will*

The principle of employment at-will refers to the rights of both employers and employees concerning the termination of employment. Charles Muhl, an economist with the Bureau of Labor Statistics, wrote that since the end of the 19<sup>th</sup> century, employment in the United States has been at-will, meaning that both employers and employees have relatively equal rights in terms of employment and termination. Therefore, "employees were able to resign from positions they no longer cared to occupy, employers also were permitted to discharge employees at their whim" (Muhl, 2001).

There are three recognized exceptions to employment at-will; public-policy, implied contract, and good faith and fair dealing. The public-policy exception prohibits the termination of employment if it goes against explicit, well-established public policies of the State. Such an example would be the wrongful termination of an employee that files a workers compensation claim after being injured on the job. The implied contract exception makes informal employer assurances of ongoing employment, such as those found in personnel manuals or promotion letters, legally enforceable. Lastly, the good

faith and fair dealings exception prohibits an employer from terminating an employee for the purpose of denying them of earned benefits, including bonuses and pension compensation (Autor, Donohue & Schwab, 2004).

While the three preceding exceptions govern employment and termination throughout most of the United States, it is important to note that none of the three apply to employment laws in Florida. At present, there are four states that do not recognize all three preceding exceptions: Georgia, Louisiana, Rhode Island and Florida. When discussing pre-employment contracts, this fact becomes critical because, in the absence of such contracts, agencies in Florida are presumed to have the right to terminate employment for any lawful reasoning; however, this changes significantly with the existence of a contract.

When a pre-employment contract exists between an employer and employee, employment at-will no longer exists. For this very reason agencies must insure that provisions are included within the context of the agreement that provides them with the discretionary rights to terminate employment. One example of such a provision may be the rights of the employer to terminate an employee, should the employee's job performance fall below the minimum standards set by agency.

### *Legal Assertion*

In the 1999 ruling in *Matthews v. City of Gulfport*, the Florida Court of Appeals ruled that the agreement between the City of Gulfport and a former employee was legal and the City was justified in seeking reimbursement for training expenses. Following her resignation of employment prior to the completion of her three-year contract, the City of Gulfport sued Matthews and prevailed in civil court. Matthews appealed the case to the Florida Court of Appeals, resulting in a ruling affirming the legality of the pre-employment agreement and the monetary assessment for reimbursement of training expenses (*Matthews v. City of Gulfport*, 1999).

While the Florida courts have affirmed the use of pre-employment agreements as a means for seeking reimbursement from employees who terminate their employment prior to completion of an agreed service period, there are several noteworthy cases of which agencies must be mindful. It is important to note that the majority of cases in Florida have been decided based on the use of pre-employment agreements in private sector organizations; however, a few exist that affirm, with limitations, the rights of government to require new employees to sign a pre-employment agreement.

While Florida's lower courts have acknowledged isolated cases where verbal contracts were accepted in cases of short-term employment, the Florida's District Court of Appeals have repeatedly refused to recognize employment agreements that were not written. In *Linafelt v. Bev, Inc.*, the Florida DCA ruled that the oral communications for employment were not binding since the suggested term of employment was longer than one year (*Linafelt v. Bev, Inc.*, 1995). Annie Marie Estevez noted in a brief written for the law firm of Morgan, Lewis and Bockius, "if the oral agreement was intended to last longer than a year, it must be memorialized in writing for it to be enforceable" (Estevez, 2003).

While the majority of rulings have affirmed the use of pre-employment agreements, several court cases have defined the circumstances and provisions by

which agencies may enforce their claims for reimbursement. One such ruling pertained to a city's right to enter into, and enforce, a pre-employment agreement where collective bargaining previously exists. In 1989, Florida's Public Employees Relations Commission (PERC) ruled that the City of Hallandale violated their bargaining obligations with the Hallandale Professional Fire Fighters Association after the City adopted an ordinance requiring recently employed firefighters to sign a two-year pre-employment agreement. The PERC determined that the authority of the City of Hallandale to enforce such an agreement violated the State of Florida's collective bargaining laws.

On May 31, 2005, in a letter issued by Alfred B. Robinson, Jr., Deputy Administrator for the U.S. Department of Labor, Employment Standards Administration, he wrote that while law enforcement agencies have the right to pursue reimbursement for training and salary expenses, the Fair Labor Standards Act (FLSA) does require that employees be compensated no less than minimum wage. However, he does note that the agency may seek reimbursement for any wages paid in addition to the "applicable minimum wage and/or overtime requirements" (Robinson, 2005).

## Methods

The research for this project utilized a two-part methodology consisting of an agency survey and follow-up telephone interviews. The agency survey involved a two-page questionnaire that was presented to a random sampling of 100 agencies. To insure the accuracy of the survey, participating agencies were selected based on two independent variables; agency size and geographical determinates as it relates to their location within the state.

The initial effectiveness of pre-employment agreements throughout Florida were determined by surveying agencies of similar size, based on the Florida Department of Law Enforcement's 2006 Agency Staffing Count. Taking into consideration the socio-economical and cultural makeup of varying sections of Florida, the survey group was divided into four areas based on existing geographical boundaries; Western, Eastern, Central and Southern.

The surveys were constructed using twelve questions, each intended to address specific areas of retention, attrition and the agency's use of pre-employment agreements. The questions contained within the survey were constructed utilizing several different questioning methods; dichotomous or yes/no, Guttman or cumulative, and quantitative analysis. While each format served specific purposes, overall the quantitative questions were intended to provide the greatest information for the survey, allowing agencies to provide specific numerical accounts of officer attrition rates and patterns of separation.

Each of the surveys were affixed to a cover letter describing the survey's intent and sent to the executive officers for each respective law enforcement agency. The initial surveys were sent in early September 2007, and follow-up correspondence was sent to non-respondents in mid-October 2007. Of the 100 agencies surveyed, twenty surveys were returned completed, resulting in a 20% overall response rate.

## Results

### *Western Region*

The Western Region contained twenty-two counties: Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun, Gulf, Liberty, Franklin, Gadsden, Leon, Wakulla, Jefferson, Madison, Taylor, Hamilton, Suwannee, Lafayette and Dixie. Within the Western Region, twenty-two agencies were surveyed, with three returns; Panama City, Panama City Beach and Fort Walton police departments. These three returns represent a response rate of 13.6 %. With its three respondents, the Western Region was the only area with no reported agencies utilizing pre-employment agreements. Of those respondent agencies surveyed, the greatest average number of officer attrition came during the first two years of service, with an overall average of 30.2% workforce separation. While no agencies in the Western Region reported currently using pre-employment agreements, the regional average for officer attrition was the lowest when compared to the three remaining regions with regards to employing agencies without agreements.

**TABLE 1. WESTERN ATTRITION RATES**

Western Region	Use of Agreements	Separation Percentages			
		During year one	Years 1-2	Years 3-4	Total of first 4 years
Fort Walton P.D.	No	12.2%	20.4%	10.2%	42.9%
Panama City P.D.	No	4.1%	5.2%	10.3	19.6%
Panama City Beach P.D.	No	10.9%	10.9%	6.5%	28.3%

### *Eastern Region*

The Eastern Region consisted of twenty-two counties: Columbia, Gilchrist, Levy, Union, Baker, Duval, Nassau, Clay, Bradford, Alachua, St. Johns, Flagler, Putnam, Marion, Volusia, Citrus, Hernando, Pasco, Sumter, Lake, Seminole and Orange. Five of the twenty-three agencies completed and returned surveys, resulting in a respondent rate of 21.7%. Of the five agencies that returned surveys, three reported currently using pre-employment agreements: Ocala, Port Orange, and Titusville police departments. While Port Orange Police Department reported the highest level of officer attrition, the two other agencies reported attrition rates slightly less than half of those agencies not utilizing pre-employment agreements. The two agencies within the Eastern Region that reported not using pre-employment agreements, Eustis and Winter Haven police departments, combined for an average attrition rate of 30.9%.

TABLE 2. EASTERN ATTRITION RATES

Eastern Region	Use of Agreements	Separation Percentages			
		During year one	Years 1-2	Years 3-4	Total of first 4 years
Eustis P.D.	No	17.0%	8.5%	6.4%	31.9%
Ocala P.D.	Yes	8.2%	1.9%	3.8%	13.9%
Port Orange P.D.	Yes	9.7%	23.2%	8.5%	41.5%
Titusville P.D.	Yes	6.4%	5.1%	3.8%	15.4%
Winter Haven P.D.	No	7.8%	9.0%	13.0%	29.9%

*Central Region*

The Central Region was comprised of sixteen counties: Pinellas, Hillsborough, Polk, Osceola, Brevard, Indian River, St. Lucie, Martin, Okeechobee, Highlands, Glades, Hardee, Desoto, Charlotte, Manatee and Sarasota. In the Central Region, nine of the thirty surveys were returned. While a slightly higher number of agencies in the Central Region were surveyed, a higher percentage of completed surveys were also recorded, resulting in the largest return ratio at 30.0%. Of the six reporting agencies for the Central Region, the Largo P.D. was the only agency that reported not using pre-employment agreements; ironically, their rate of officer attrition was the highest of all agencies reporting for the State of Florida at 63.7%. The six remaining agencies; Bradenton, Clearwater, Fort Pierce, Gulfport, Lakeland, and Pinellas Park police departments, reported an average officer attrition rate of 21.8% during the past four-year period. Within the Central Region, agencies using pre-employment agreements reported an officer attrition rate 2.92 times lower than the Largo Police Department.

TABLE 3. CENTRAL ATTRITION RATES

Central Region	Use of Agreements	Separation Percentages			
		During year one	Years 1-2	Years 3-4	Total of first 4 years
Bradenton P.D.	Yes	18.6%	3.4%	6.8%	28.8%
Fort Pierce P.D.	Yes	11.4%	7.6%	6.7%	25.7%
Clearwater P.D.	Yes	14.9%	3.1%	2.8%	20.9%
Gulfport P.D.	Yes	10.0%	6.7%	0	16.7%

Lakeland P.D.	Yes	1.6%	2.8%	1.2%	5.5%
Largo P.D.	No	46.5%	4.5%	13.0%	63.7%
Pinellas Park P.D.	Yes	11.8%	12.7%	8.8%	33.3%

*Southern Region*

The Southern Region, due to the concentration of population consisted of only seven counties: Lee, Hendry, Palm Beach, Collier, Broward, Monroe, and Miami-Dade. Twenty-five agency surveys were mailed and six were returned, attributing to a respondent rate of 24.0%. Both the Coral Gables and Riviera Beach police departments each reported that their respective agencies did not use pre-employment agreements in their hiring process. While both the Western and Eastern Region each reported multiple agencies currently not utilizing pre-employment agreements, the Southern Region reported the lowest attrition rate at 28.5%. Four agencies in the Southern Region - Cape Coral, Coral Springs, Delray Beach, and Lauderhill police departments - reported an average attrition rate of 16.4, or slightly more than half of those agencies not using pre-employment agreements.

TABLE 4. SOUTHERN ATTRITION RATES

Southern Region	Use of Agreements	Separation Percentages			
		During year one	Years 1-2	Years 3-4	Total of first 4 years
Cape Coral P.D.	Yes	7.9%	2.9%	1.2%	12.0%
Coral Gables P.D.	No	2.8%	9.4%	10.6%	22.8%
Coral Springs P.D.	Yes	4.1%	2.0%	1.0%	7.2%
Delray Beach P.D.	Yes	9.1%	8.5%	6.5%	24.1%
Lauderhill P.D.	Yes	7.1%	2.7%	1.8%	11.6%
Riviera Beach P.D.	No	13.2%	5.5%	15.4%	34.1%

*Florida (Statewide)*

Collectively, when reviewing the numbers for all four regions, the arguments in support of pre-employment agreements become even stronger. Of the twenty-one respondents, thirteen agencies or 61.9%, reported utilizing pre-employment



agreements. Of these respondents the average statewide attrition was only 19.7 %, during the past four year period.

Excluding the previous thirteen agencies, only eight remaining or 38.1%, reported not utilizing pre-employment agreements for officer retention. Collectively these agencies reported a four year statewide officer attrition rate of 48.1%. When compared to their counterparts, these agencies are on average almost two and a half times more likely to lose officers during the first four years of service.

## Discussion

At the onset of this writer's research, the intention was to seek out a method to reduce the increasing number of officer separations that were occurring following the first few years of employment with the Panama City Police Department. Since 2003, nineteen officers with less than four years of service have separated their employment, equating to an attrition rate of 19.6%, a figure that ten years ago would have sent alarm throughout most agencies.

Through the data summarized in the research, it was discovered that of the responding agencies without pre-employment agreements, the rate of attrition for the Panama City Police Department was comparably less than half. When judged alongside neighboring agencies in the same Western region, the Panama City Police Department experienced an attrition rate that was 16% less than the average of those other agencies.

Interestingly, the rate of attrition for the Panama City Police Department was only one-tenth of a percent (0.1%) higher than the state average for officer attrition of agencies utilizing pre-employment agreements. This meant that while the separation rate during the first four years of employment with the Panama City Police Department was concerning, it was equivalent to agencies throughout Florida that were actively participating in retention efforts.

Unfortunately, while the research contained in this paper may have no immediate implications for the Panama City Police Department, it is anticipated that the data may provide other agencies throughout Florida with the information necessary to conduct their own determination as to whether pre-employment agreements are appropriate for their respective agency.

## Recommendations

While the primary intention of this research was to assess the effectiveness of pre-employment agreements in Florida's law enforcement setting, several areas remain which should be explored and evaluated. All of the research contained in this paper assessed the interests of the agency and have not taken into consideration the perception and acceptance of potential new hires. Therefore, additional research should be conducted to establish a median between the needs of agencies and the subsequent trade-offs that must be given in order to avoid creating an obstruction in the recruitment and hiring process. More specifically, research should be conducted to

determine if the existence of pre-employment agreements have negative affects on recruits when determining their employment options.

Although this paper explored the possible consequences for officers that terminate their employment before completing their agreement, additional research should be given to determine the feasibility of levying civil judgments against officers who separate early. Such research may also explore the rights of municipalities to withhold refunds of pension contribution for those officers that separate prematurely. Included in this follow-up should also be research into the possibility of agencies to report such information to credit bureaus.

Lastly, while the primary focus of this paper was intentionally limited to municipalities, research should also be conducted to determine if similar trends in retention are also occurring in both sheriff's offices and state agencies in Florida. Likewise, by compiling similar research, a more comprehensive analysis could be conducted to validate the research regarding retention and separation rates of agencies utilizing pre-employment agreements and those not.

Captain Robert Colbert has worked in law enforcement since 1990 beginning with the Panama City Beach Police Department. Robert moved to the Panama City Police Department in 1995. He has worked in criminal investigations and as a field services supervisor. He currently supervises the Field Service Section. Robert has a bachelor's degree in Business Administration from Columbia Southern University and is pursuing his Master's degree in Public Administration from Ashford University.

## References

- Autor, D.H., Donohue III, J.J., & Schwab, S.J. (2004). The employment consequences of wrongful-discharge laws: Large, small, or none at all? *American Economic Review, American Economic Association* 94, 440-446.
- Estevez, A.M. (2003, September). The termination process. Retrieved July 30, 2007, from [http://www.morganlewis.com/pubs/CB187131-CB10-420A-81D995C0D3BF5FB2\\_Publication.pdf](http://www.morganlewis.com/pubs/CB187131-CB10-420A-81D995C0D3BF5FB2_Publication.pdf)
- Linafelt v. Bev, Inc., 662 S. 2d 986, 989 (Fla. 1<sup>st</sup> DCA 1995).
- Long, B.S. (2005). Protecting employer investment in training: Noncompetes vs. repayment agreements. *Duke Law Journal* 54(5), 1295-1320
- Matthews v. City of Gulfport, 72 F.Supp.2d 1328, 1999 U.S. Dist. Lexis 16919, 82 FEP Cases (BNA) 1603 (M.D.Fla.).
- Muhl, C.J. (2001, January). The employment-at-will doctrine: three major exceptions. *Monthly Labor Review*, 124(1), 2-11.
- Orrick, D. (2005, September). Police turnover. *The Police Chief*, 72(9).
- Robinson, A.B. (2005, May 31). FLSA2005-18 2005 DOLWH Lexis 20. Retrieved September 8, 2007, from <http://www.aele.org/law/2007FPMAR/wh2005-18.pdf>.
- Schmidt, W. W. (2007, March). Training reimbursement contracts. *AELE Monthly Law Journal*, 201(3), 1-9.
- Woska, W.J. (2006, October). Police officer recruitment: A public-sector crisis. *The Police Chief*, 73(10).
- Yearwood, D. L. (2004, March). Analyzing concerns among police administrators: Recruitment and retention of police officers in North Carolina. *The Police Chief*, 71(3).

APPENDIX A

Agency	Utilizing pre-employment agreements	Sworn staff*	Attrition: Less than 1 year	Staffing Attrition Percentage	Attrition: Years 1 and 2	Staffing Attrition Percentage	Attrition: Years 3 and 4	Staffing Attrition Percentage	Total attrition during past 4 years	Total percentage Attrition during past 4 years
Bradenton P.D.	Yes	118	22	18.6 %	4	3.4 %	8	6.8 %	34	<b>28.8 %</b>
Cape Coral P.D.	Yes	242	19	7.9 %	7	2.3 %	3	1.2 %	29	<b>12.0 %</b>
Clearwater P.D.	Yes	254	38	14.9 %	8	3.1 %	7	2.8 %	53	<b>20.9 %</b>
Coral Gables	No	180	5	2.8 %	17	9.4 %	19	10.6 %	41	51.3 %
Coral Springs P.D.	Yes	193	8	4.1 %	4	2.0 %	2	1.0 %	14	<b>7.2 %</b>
Delray Beach P.D.	Yes	153	14	9.1 %	13	8.5 %	10	6.5 %	37	<b>24.1 %</b>
Eustis P.D.	No	47	8	17.0 %	4	8.5 %	3	6.4 %	15	31.9 %
Fort Pierce P.D.	Yes	105	12	11.4 %	8	7.6 %	7	6.7 %	27	<b>25.7 %</b>
Fort Walton P.D.	No	49	6	12.2 %	10	20.4 %	5	10.2 %	21	42.9 %
Gulfport P.D.	Yes	30	3	10.0 %	2	6.7 %	0	0 %	5	<b>16.7 %</b>
Lakeland P.D.	Yes	253	4	1.6 %	7	2.8 %	3	1.2 %	14	<b>5.5 %</b>
Largo P.D.	No	138	41	46.5 %	4	4.5 %	18	20.4 %	88	63.7 %
Lauderhill P.D.	Yes	112	8	7.1 %	3	2.7 %	2	1.8 %	13	<b>11.6 %</b>
Ocala P.D.	Yes	158	13	8.2 %	3	1.9 %	6	3.8 %	22	<b>13.9 %</b>
Panama City P.D.	No	97	4	4.1 %	5	5.2 %	10	10.3 %	19	19.6 %
Panama City Bch P.D.	No	46	5	10.9 %	5	10.9 %	3	6.5 %	13	28.3 %
Pinellas Park P.D.	Yes	102	12	11.8 %	13	12.7 %	9	8.8 %	34	<b>33.3 %</b>
Port Orange P.D.	Yes	82	8	9.7 %	19	23.2 %	7	8.5 %	34	<b>41.5 %</b>
Riviera Beach P.D.	No	91	12	13.2 %	5	5.5 %	14	15.1 %	31	34.1 %
Titusville P.D.	Yes	78	5	6.4 %	4	5.1 %	3	3.8 %	12	<b>15.4 %</b>
Winter Haven P.D.	No	77	6	7.8 %	7	9.0 %	10	13.0 %	23	29.9 %

\*\* As reported to the Florida Department of Law Enforcement during a 2006 Criminal Justice Agency Profile Report.

\*\* Shaded cells indicate agencies utilizing pre-employment agreements.

APPENDIX B

**AGENCY SURVEY**

Agency Name: \_\_\_\_\_

Agency Contact Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Secondary Number: \_\_\_\_\_

**Which of the following best describes the number of sworn personnel in your agency?**

- 01 - 25
- 26 - 50
- 51 - 75
- 76 - 100
- 101 - 125
- 126 - 150
- 151 - 175
- 176 - 200
- 201 or more (Please indicate: \_\_\_\_\_ )

**Indicate the number of sworn officer within each of the following years of service with your agency.**

- Less than 1 year \_\_\_\_\_
- 1 to 2 years \_\_\_\_\_
- 3 to 4 years \_\_\_\_\_
- 5 to 6 years \_\_\_\_\_
- 7 to 8 years \_\_\_\_\_
- 9 to 10 years \_\_\_\_\_
- 11 to 12 years \_\_\_\_\_
- 13 to 14 years \_\_\_\_\_
- 15 to 16 years \_\_\_\_\_
- 17 to 18 years \_\_\_\_\_
- 19 to 20 years \_\_\_\_\_
- More than 20 years \_\_\_\_\_

**Indicate the number of sworn officers that have separated (retired, resigned, terminated, etc.) from your agency within each of their defined years of service with your agency, during the past five year period.**

Less than 1 year	_____
1 to 2 years	_____
3 to 4 years	_____
5 to 6 years	_____
7 to 8 years	_____
9 to 10 years	_____
11 to 12 years	_____
13 to 14 years	_____
15 to 16 years	_____
17 to 18 years	_____
19 to 20 years	_____
More than 20 years	_____

**Does your agency currently use pre-employment contracts in the recruitment of sworn personnel?**

- Yes
- No

**If yes to the question above, please answer as many of the following questions that are applicable.**

**What is the stated length of service required as stated in the contract?**

- One year
- Two years
- Three years
- Four years
- Five years
- Six or more years

**Are there monetary assessments for early terminations of the pre-employment contract, if that termination is on the part of the officer/employee?**

- Yes
- No

**If yes, which of the following are the assessed values?**

- \$1,000 per year
- \$1,500 per year
- \$2,000 per year
- \$2,500 per year
- \$3,000 per year
- Other: \_\_\_\_\_

**What additional benefits are specifically addressed in your agency's pre-employment contract?**

- Advanced training
- Incremental pay increases
- Promotional opportunities
- Transfer to specialized units
- Take-home car
- Reimbursement for education
- Dry cleaning allowance
- Health care
- Defined retirement benefit
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- None

**Does your agency conduct exit interviews as part of its separation/resignation/retirement process?**

- Yes
- No

**If yes in the previous question, which of the following are reasons given for separation and/or resignation? (Please indicate percentages if known)**

**Remaining in the law enforcement profession:**

- More pay \_\_\_\_\_
- Better chance for promotion \_\_\_\_\_
- Take home car \_\_\_\_\_
- Improved retirement opportunity \_\_\_\_\_
- Spouse transferred (military) \_\_\_\_\_
- Morale/disgruntlement \_\_\_\_\_

- O Other : \_\_\_\_\_
- O Other : \_\_\_\_\_
- O Other : \_\_\_\_\_

**Leaving law enforcement for employment in private sector:**

- O More pay \_\_\_\_\_
- O Career advancement \_\_\_\_\_
- O Pension \_\_\_\_\_
- O Opportunity to relocate \_\_\_\_\_
- O Benefits package \_\_\_\_\_
- O Spouse transferred (military) \_\_\_\_\_
- O Morale/disgruntlement \_\_\_\_\_
- O Pregnancy/family medical \_\_\_\_\_
- O Other : \_\_\_\_\_
- O Other : \_\_\_\_\_
- O Other : \_\_\_\_\_

**Has your agency's pre-employment agreement been contested through either the court system or arbitrations?**

- O Yes
- O No

**Does your agency enforce the conditions of their pre-employment contract?**

- O Yes
- O No

**If yes, what was the outcome of the proceedings?**

---



---



---



---



---

**Additional Comments or Notes:**

---



---



---



---