

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



Your PBA Representatives are asking you to VOTE NO! We can do better and we deserve better.

Listed below is a brief synopsis of the final offer made by the Sheriff and his team.

Article 3 – Management Rights

In an effort to show good faith the PBA agreed to the Sheriff's proposal to reduce the time frame to demand impact bargaining from 6 months to 30 days. This will not have any negative effect on the membership, as we customarily demand to impact bargain prior to 30 days.

Article 7 – Seniority

The Sheriff refused to agree to our reasonable proposal to limit the shift assignment denial from two to one. Our proposal would have limited the amount of punitive denials our members face repeatedly. The only agreement we could reach allows members to appeal the denials to the Sheriff.

Article 9 – Union Business

Language corrections.

Article 10 – Communications Policy

Language corrections.

Article 12 – Basic Workweek and Overtime

The Sheriff agreed to PBA's proposal to look into alternative work schedules.

Article 17 – Retirement

17.1 The Sheriff agreed to the PBA's proposal to change language to years of service to receive retirement badge.

17.2 & 17.3 The Sheriff's final offer takes away the 2% per year of service retirement health insurance premium cost for employees hired on or after Oct. 1, 2007. He then proposed to pay 2% of each new employee's base salary, as of January 1st of each year, into a health retirement account (HRA) only if the membership accepts his wage offer. If not, the Sheriff will only put 2% of the base salary of whatever the first step of the pay plan may be into the account. The entire proposal to take away health insurance benefits is in direct conflict to what the Sheriff told the PBA Representatives on 10/13/07 when he said that he opposed taking away health insurance and stated that he would not want his son working at BSO if they took away the insurance benefit.

17.4 The PBA agreed to allow retirees to cancel their BSO Group Health Insurance at anytime after retirement and thereafter receive the stipend.

Article 19 – Wages

Astonishingly, at our last meeting the Sheriff refused to agree to our wage proposal of 3%, 5%, and 5% even after he told Dick Brickman at the 2/19/08 general membership meeting to "ask again" (a clear signal of acceptance). Instead, he proposed a 3 year contract for only 3% Oct. 1, 2007; 3% Oct. 1, 2008; and 3% Oct. 1, 2009, payable only to those members employed on date of ratification of the agreement. Sadly, we are 1st in the county in police deaths and 13th in county in maximum salary, so if every other agency receives 9% over three years, we will never even move into the top third. It is important to note that the Sheriff consistently gives unspent money back to the County. For example, in 2003 the Sheriff gave back 14.9 million dollars, in 2004 it was 15.1 million, in 2005 15.4, in 2006 he gave back 23.8 and in 2007 he gave back 33.1 millions dollars. There is no doubt, regardless of the tax situation, that the Sheriff will be giving back money this year. We think it is high time that we be considered a priority by this Sheriff!

The PBA's proposed language which would allow the Sheriff to hire new employees with previous law enforcement experience at a starting salary equal to years of experience minus 2 pay steps but never higher than step 5 of the pay plan will be resolved by way of a letter of understanding.

Article 20 – Longevity

The Sheriff would only agree to add one longevity step of 2% after 20 years of service, in the 3rd year of contract, which is subject to funding. The problem with such a proposal is that he gets to decide whether or not to fund it.

Article 21 – Special Benefits

The Sheriff agreed to the PBA's proposal to add Training to clothing allowance.

Article 23 – Bereavement Leave

Parties agreed to add step child and mother or father of registered domestic partner and step-mother, step-father.

Article 27 – Out of Classification

Language correction.

Article 28 – Supplemental Pay

28.1 Sheriff agreed to the PBA's proposal to increase FTD pay to \$200.00 per month starting Oct. 2007, regardless of years served in the program.

28.2 The Sheriff refused to agree to our proposal of increasing the car allowance, so it remains at \$453.45 per month.

28.5 Sheriff agreed to the PBA's proposal of adding the Training Unit and Harbor Patrol for Supplemental pay. The Sheriff agreed to our proposed increase to Swat (including Hostage Negotiators) supp pay to \$100.00 as of Oct. 2007; \$125 as of Oct. 2008; and \$150 as of Oct. 2009.

28.8 Sheriff agreed to the PBA's proposal to increase hazardous duty pay (Alpha shift) to \$60.00 as of Oct. 2007; \$70 as of Oct. 2008; and \$80 as of Oct. 2009.

Article 30 – Transfers

Parties agreed that transfer requests will expire after 90 days if not granted within that time frame.

Article 32 – Discharge and Discipline

Language correction.

Article 33 – Grievance Procedure

Parties agreed to increase the number of arbitrators per panel from 7 to 11.

Article 35 – Care and Maintenance of Canines

The language was changed to clarify that members receive compensation for each day of the week they have custody of the canine.

Article 36 – Insurance

After the PBA vehemently opposed the Sheriff's proposed insurance increase in the third year, the parties finally agreed to maintain the current insurance rates i.e., no increase.

Article 39 – Sick Leave

Sheriff agreed that for members who have at least 25 combined years of continuous sworn service (BSO and Contract City Time) would receive payout of sick leave based solely upon years of service, whether or not they qualify for "normal retirement."

The Sheriff agreed to increase the cap Oct. 2007, from 1040 to 1080 hours; Oct. 2008, from 1080 to 1120 hours; and Oct. 2009 from 1120 to 1160 hours.

Article 40 – Probation

Language correction.

Article 41 – Promotional Opportunities

Although the Sheriff said at the 2/19/08 general membership meeting that he wanted a fair promotional system, he refused to agree to our proposal of picking from the top five candidates and ties for "diversity reasons". To that end, his proposal provides him with the ultimate latitude of picking from the top five scores and ties plus one from anywhere on the list. Under the Sheriff's plan if five sets of people each tie for first place, second place, third place, fourth place and fifth place, he may choose from those 25 people as they make up the "top five scores". Conversely, the PBA plan would limit his choice to the five people tied for first as they are the "top five candidates." Incidentally, subsequent to our general membership meeting, Ron Clare of the Sheriff's team advised that he inadvertently left out the sergeants in the promotional language. He has since corrected the mistake.

Article 44 – Term of Agreement

A three contract was agreed upon which will take effect October 1, 2007 – September 30, 2010.

COPIES OF THE ENTIRE AGREEMENT are maintained at the PBA office located at: 2650 West State Road 84, Fort Lauderdale, Florida. If you would like to view the entire agreement, you can either contact the PBA at (954) 584-7600 to schedule an appointment to review the agreement or you can simply stop by the PBA office between the hours of 8:30AM – 4:30PM and request to review the agreement.