

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



DATE: April 29, 2015

TO: Sheriff Scott Israel
Broward Sheriff's Office

FROM: Julio E. Gonzalez, Jr.
BCPBA General Counsel

RE: Step # 1, Association Grievance

This is an Association Grievance being filed by the Broward County Police Benevolent Association pursuant to Article 33 Grievance Procedure of the current Collective Bargaining Agreement between the Broward County Police Benevolent Association and the Broward Sheriff's Office. The basis of this grievance is Article 3, Management Rights; Article 7, Seniority; and Article 30, Transfers. The basis(s) of this Grievance in pertinent part are:

ARTICLE 3 – MANAGEMENT RIGHTS

Article 3 (B) states, "To hire, rehire, reinstate, promote, transfer, schedule, assign and retain employees in position with the Sheriff's Office."

Article 3 (I) states, "The exercise of the above-defined rights by the Sheriff shall not preclude employees or the PBA from raising grievances should decisions on the above matters have the practical consequences of violating the terms of this Agreement and/or affecting any other existing conditions of employment."

ARTICLE 7 – SENIORITY

Article 7.1 states, "Seniority, as used herein, is defined as the right accruing to bargaining unit members through continuous time in grade and classification, while employed by either BSO or a contract city, which entitles them to certain considerations and preferences as provided for in this Agreement with the exception of approved leaves of absences as provided in the Sheriff's Policy and Procedures Manual. However, seniority as it relates to reversion or layoff is outlined below or in the Layoff Article."

Article 7.5 states, "Seniority in specialized units: Members assigned to a specialized unit will have shift and days off assigned by unit seniority, which shall be based upon continuous time within that unit unless operational needs of the unit dictate otherwise as determine [sic] by District Chief/Division Commander."

ARTICLE 30 – TRANSFERS

Article 30.1 states, “It shall be the sole right of the Sheriff to transfer bargaining unit members. If a transfer is a permanent change in the bargaining unit member’s assignment, shift, or days off (except in the Departments or assignments excepted herein), if possible under the circumstances, as determined by the Sheriff, five (5) working days notice will be provided prior to the transfer. Upon mutual agreement by both parties this provision may be waived. Bargaining unit members attending in-service training are exempt for this provision.”

Article 30.4 states, “This Article shall not apply to changes in assignments, shift or days off in the following departments: CI, Regional Narcotics, Street Narcotics and Vice, Technical Services, SET Teams (in all Districts) and other special units and/or special assignments with twenty-four (24) hour responsibilities or those in units where routine work requires frequent changing of work hours, except where the bargaining unit member’s assignment, shift or days off are changed solely to avoid the payment of court related overtime. It is agreed that the Sheriff has the authority to change the shifts of the above listed assignments, shift and days off in order to provide the highest level of protection to the cities of Broward County. Further, it is understood that changes in assignments, shift or days off will not be made solely to avoid paying additional compensation bargaining unit member.”

FACTUAL BACKGROUND

On Wednesday, April 22, 2015 the Broward County Police Benevolent Association (hereinafter PBA) was advised that the Sheriff’s Department had issued transfer orders to a number of PBA Bargaining Unit members, transferring them to the Pompano Beach District. The reason for the transfers is that the members all are former members of the Pompano Beach Police Department who merged with the Broward Sheriff’s Office (hereinafter BSO). Those members remained in the Pompano Beach Police Pension. The Sheriff’s Department and City of Pompano Beach are in a dispute over the cost of pension benefits and who will be responsible for the payment of the Pompano Beach Police Pension’s unfunded liability.

The Sheriff’s Department is transferring these employees back to Pompano in an effort to gain leverage over the City and force them to pay the cost of pension benefits for those individuals who remained in the Pompano Police Pension when the City and BSO merged the police departments. The Sheriff’s decision violates the above Articles and denies these members rights guaranteed at the time of the merger and those Articles cited above. The Sheriff’s Office has created a second class of bargaining unit members and is denying those individuals the right to be assigned anywhere else but Pompano Beach District.

The decision is discriminatory and improperly removes the bargaining unit members rights based on their decision to remain in the Pompano Beach Pension. The members were never advised of the impact of remaining in the Pompano Beach Pension and it is arbitrary and capricious to deny these PBA members the same right to freedom of assignment or district as offered all other bargaining unit members.

REMEDY REQUESTED

Immediately rescind the transfers and return all PBA members to their prior position. Any and all other remedies deemed appropriate by the arbitrator.

*The PBA reserves the right to amend this grievance.