

COLLECTIVE BARGAINING AGREEMENT

between the

BROWARD SHERIFF'S OFFICE



Sheriff Gregory Tony, Ph.D.

and the

FLORIDA STATE LODGE

FRATERNAL ORDER OF POLICE, INC.

DETENTION LIEUTENANTS



OCTOBER 1, 2023 – SEPTEMBER 30, 2026

REOPENER - October 1, 2024

ARTICLE 13

COMPENSATION AND BENEFITS

Compensation schedules for bargaining unit members are hereby established contingent upon funding by the Broward County Board of County Commissioners. All compensation changes take effect the first full pay period after the recited date in the following sections. Anniversary dates are defined in Sheriff's Policy Manual. To the extent any wages or other benefits in this agreement may be applied retroactively, such wages and benefits will apply only to those bargaining unit members actually employed by the Sheriff at the time of the ratification of this agreement.

13.1 SALARY RANGE ADJUSTMENTS

- A. Effective Fiscal Year 2023/2024 (October 1, 2023 thru September 30, 2024), the Sheriff will provide all bargaining unit members with a pay increase of three percent (3%) of their base salary, i.e., excluding incentive, longevity, supplemental, assignment, or any additional pay.
- B. Effective Fiscal Year 2024/2025 (October 1, 2024 thru September 30, 2025), the salary schedule outlined in Appendix A will be implemented for bargaining unit members. Bargaining unit members will be slotted into the step in the new salary schedule utilizing the Range Penetration Formula from the Classification and Pay Study.
- C. Effective Fiscal Year 2025/2026 (October 1, 2025 thru September 30, 2026), the Sheriff will continue to seek budgetary approval towards the implementation of the salary range adjustment goal outlined in the May 2024 Classification and Pay Study Report prepared by Evergreen Solutions – Exhibit 5 – 1A (available on the BSO Informant) in accordance with the approved budget, which, if fully implemented, will result in a salary range adjustment of four percent (4%) or greater to their base salary i.e. excluding incentive, supplemental, assignment, or any additional pay. There will be an automatic reopener of this Article to negotiate the pay increase unless the parties mutually agree in writing that a reopener is not required.

Both parties affirm their commitment to negotiate in good faith to reach a mutually acceptable agreement on any necessary adjustments to the terms outlined in this article.

- D. The goal is to have a ten percent (10%) differential between a topped-out Detention Sergeant and a topped-out Detention Lieutenant upon full implementation of the Classification and Pay Study.

13.2 **STEP PLAN**

In accordance with the Appendix A, bargaining unit members not at the maximum rate of the pay range shall advance one step in the pay plan on the member's anniversary date.

13.3 **LONGEVITY**

Effective Fiscal Year 2024/2025 (October 1, 2024 thru September 30, 2025) all longevity previously added to the bargaining unit employees' base pay will be discontinued since longevity has been included within the base pay under the new pay scale.

13.4 **ANNUAL LEAVE PAY PROVISIONS**

A bargaining unit member may request payment for his annual or authorized leave in advance of his scheduled leave by submitting a request in writing (including approved leave slip) to the Bureau of Finance and Budget, Payroll Division at least three (3) weeks prior to starting leave. This shall be limited to bargaining unit members on leave in excess of ten (10) working days.

13.5 **INSURANCE**

MEDICAL AND DENTAL INSURANCE

Effective October 1, 2023, bargaining unit employees will be responsible for the following employee contribution towards medical premiums:

Medical Employee Monthly Payroll Deduction January 1, 2023 through December 31, 2023			
	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
HNOnly - 1	\$76.06	\$168.08	\$218.08
HNOnly - 2	\$99.50	\$234.52	\$284.52
HNOPTION	\$119.28	\$299.72	\$349.72
OAMC *	\$163.34	\$412.16	\$462.16

**only available for employees who reside outside of the HNOnly/HNOPTION service area*

Dental Employee Monthly Payroll Deduction January 1, 2023 through December 31, 2023		
	<u>Single</u>	<u>Family</u>
DHMO Plan	\$0.00	\$14.56
PPO Plan	\$7.96	\$46.16
Indemnity Plan	\$19.28	\$75.34

- A. There will be no increase in premiums other than the monthly bargaining unit employee contribution rates as stated above, co-pays or deductibles for group medical insurance for the term of this Agreement. For those calendar years, bargaining unit members covered by this Agreement shall receive the same group medical and dental insurance plan provided to other bargaining unit members in accordance with the BSO group medical and dental insurance program.
- B. Medical premium increases for the level of coverage and plan the bargaining unit member is enrolled in shall be split between BSO and the bargaining unit member. BSO will pay 90% of the medical premium increase every year and the bargaining unit member will pay 10% of the medical premium increase every year. The 10% premium increase will be added to the bargaining unit member's bi-monthly payroll deductions.
- C. For the term of this agreement, if any other bargaining unit receives, through any subsequently negotiated contract, a lower monthly employee contribution rate towards medical premiums, the same monthly employee contribution rate will be offered to this bargaining unit.

LIFE INSURANCE

- A. Life insurance will be provided to bargaining unit members in an amount equal to three (3) years base salary of the bargaining unit member, and the cost shall be paid by BSO.
- B. Bargaining unit members are entitled to all supplemental insurance enjoyed by employees eligible for the Employee Exempt Package as of January 1, 2008.

13.6 RETIREMENT BENEFITS

- A. Each bargaining unit member who retires upon normal retirement defined by FRS or medical disability shall receive his issued badge (suitable ID case), and identification card clearly marked "retired", including those bargaining unit members who are employed by BSO and are governed by a contract city pension plan.
- B. Bargaining unit members hired prior to October 1, 2007, will be grandfathered to continue eligibility for the two percent (2%) retirement discount program. Bargaining unit members hired on or after October 1, 2007, will not be eligible for the two percent (2%) retirement discount program. Each bargaining unit member who qualifies for retirement, under normal retirement as defined by the Florida Retirement System (FRS), shall receive a post-retirement health insurance benefit equal to active-duty members. Under said plan, the retiring

member who is qualified to retire under FRS and in "good-standing", will receive two percent (2%) credit for each year of creditable service pro-rated by each full month of service with BSO to a maximum of fifty percent (50%) of the total health insurance premium cost. The retiring bargaining unit member must meet all criteria and draw compensation from FRS within thirty-six (36) months of the last day of employment. Good standing as used in this section shall be defined as a bargaining unit member retiring without criminal charges pending. If the bargaining unit member ultimately is convicted of a felony or the member's certificate is revoked by CJSTC, the bargaining unit member will forfeit the two percent (2%) for post-retirement healthcare upon a final order.

Retiring bargaining unit members retiring in good standing, who qualify for retirement under the Florida Retirement System (FRS) and who do not wish to continue to participate in the BSO Group health plan at time of retirement from BSO may elect to receive a monthly stipend equal to the premium amount paid by the Sheriff utilizing the lowest cost rates in place at the time of retirement with the employee's percentage discount applied as outlined in 13.6 (B). The level of coverage, single or family will be determined by the single or family coverage level maintained for the twenty-four (24) months directly preceding retirement. If the employee's level of coverage changed over the previous twenty-four (24) months from the time of retirement from BSO, the employee will only be eligible to receive a stipend equal to the amount paid by the Sheriff as defined in the applicable rates schedule utilizing the lowest single coverage cost rate in place at the time of retirement.

Retiring bargaining unit members retiring in good standing, who meet the requirements outlined in Section 13.6 and who do not participate in the BSO Group health plan at the time of retirement from BSO, may elect to receive a monthly stipend equal to the premium amount paid by the Sheriff utilizing the lowest single coverage cost rate in place at the time of retirement with the employee's percentage discount applied as outlined in 13.6 (B). The stipend shall cease the month immediately following the member reaching Medicare eligibility.

Employees who elected to continue coverage in the BSO Group Health Insurance may at a later date cancel the coverage and elect to receive a monthly stipend equal to the stipend available at the time of separation/retirement. Employees are only eligible to elect the monthly stipend upon cancellation of their active participation in the BSO Group Health Insurance Plan.

- The employee must send written notification to BSO 30 days prior to the date they wish to terminate the coverage.
- Termination of coverage must be the end of the month.
- Employees will have 30 days from the last day of coverage to rescind their cancellation and maintain health insurance through the Broward Sheriff's Office.

- Once cancellation of health coverage takes effect, the retiree will begin receiving monthly stipend payments based on the amount equal to the stipend available at the time of separation/retirement.

Employees electing the monthly stipend may not re-enroll in the BSO Group Health Insurance at a future date.

Stipends shall cease the immediate month following the member reaching Medicare eligibility. Bargaining unit members retiring who no longer wish to participate in the health plan will not be eligible to re-enter the BSO health plan at any time in the future.

13.7 **SPECIAL BENEFITS**

- A. Bargaining unit members who are regularly assigned as Executive Officers shall receive a bi-weekly supplement of five percent (5%) of his/her current base rate of pay during such period of assignment. The salary supplement shall be non-cumulative and not included in base salary.

Bargaining unit members will not be entitled to the Executive Officer supplement or out of classification pay in the absence of a designated Executive Officer.

- B. Bargaining unit members regularly assigned as ERT Commanders will receive a one hundred fifty dollar (\$150.00) bi-weekly supplement in addition to their base salary. The supplement payment shall be non-cumulative and will not be included in base salary for any purpose.
- C. Bargaining unit members regularly assigned to Training will receive a seventy-five (\$75.00) dollar bi-weekly supplement to his/her base salary. The supplemental payment shall be non-cumulative and not included in base salary.

The bargaining unit member can receive no more than one supplemental pay from Section 13.8 regardless of the number of concurrent special assignments. The bargaining unit member may choose the one supplemental pay he/she is to receive.

13.8 **VEHICLE SUPPLEMENT**

Bargaining unit members without an assigned vehicle shall receive a monthly salary supplement of one hundred-fifty dollars (\$150.00). The Sheriff exercises sole discretion in determining the bargaining unit member receiving the supplement or an assigned vehicle.

ARTICLE 23

TERMS OF AGREEMENT

This Agreement shall become effective upon ratification and execution by both parties and, thereafter, shall be effective from October 1, 2023 through and including September 30, 2026. There will be re-openers solely for salary range adjustments as referenced in Article 13 – Compensation and Benefits, with the terms set forth in Section 13.1.

**Gregory Tony
Sheriff of Broward County**

**Lt. Stephen Edwards
FOP Lodge 53 President**


Date 1/15/25


Date _____

**Terrence Lynch
Office of the General Counsel**

FOP Staff Representative


Date 1/15/25

Date _____

Witnesses:



RATIFIED

December 19, 2024

APPENDIX A

SALARY STRUCTURE

Steps	10/1/2024
1	\$109,098
2	\$114,553
3	\$120,281
4	\$126,295
5	\$132,610
6	\$139,240
7	\$146,202
8	\$153,512

Subject to funding as outlined in Article 13 – Compensation and Benefits