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ATTORNEYS AT LAW

April 9, 2025

**VIA ELECTRONIC MAIL**  
**& HAND DELIVERY**

Broward County Board of County Commissioners  
c/o Adam Katzman, Esq.  
115 S. Andrews Ave., Room 423  
Fort Lauderdale, FL 33301

RE: Broward Sheriff's Office and Federation of Public Employees  
Case No. SM-2025-001  
Union's Recommendation for Settlement

Dear Honorable Commissioners:

As you know, the Broward Sheriff's Office ("BSO") negotiated with the Federation of Public Employees ("Union") regarding the successor collective bargaining agreement for the three year period from October 1, 2024 through September 30, 2027. The parties were able to reach agreement during these negotiations for all but one issue—bidding for Department of Detention ("DOD") Employees.

After the parties were unable to reach an agreement on this sole issue—and for the first time since 2010—the Union declared an impasse on January 8, 2025. The parties mutually agreed to waive the special magistrate hearing and proceed directly to this legislative hearing. Pursuant to Florida Statutes § 447.403(4)(b), each party is required to submit to the legislative body (in this case, the Commission) its recommendations for settling the disputed impasse issues. The Union submits the following five (5) exhibits to support its recommendations:

- Exhibit 1: Union's Proposal for Resolution of Impasse
- Exhibit 2: Language in Article 21.4 and Appendix A of Current CBA
- Exhibit 3: Examples of Contraband in Other Facilities
- Exhibit 4: Summary of Flexibility Already Existing in FOPE/BSO Contract
- Exhibit 5: 2022 BSO Scores - Commission on Accreditation for Corrections and the American Correctional Association

The Union submits the following recommendation for your consideration:

**THE LONGSTANDING, EXISTING CBA LANGUAGE REGARDING BIDDING FOR  
POSTS/LOCATION WITHIN DOD**

BSO currently manages four detention facilities within Broward County:

- Main Jail, 555 SE 1st Ave. Ft. Lauderdale, FL, 33301
- Central Intake, 555 SE 1st Ave. Ft. Lauderdale, FL, 33301
- Paul Rein Detention Facility, 421 NW 16 Street Pompano Beach, FL 33069
- North Broward, 1550 NW 30th Avenue Pompano Beach, FL 33069.

According to the BSO website<sup>1</sup>:

The Broward Sheriff's Office operates the 13th largest local jail system in the United States, and the second largest to have earned national accreditation from the Commission on Accreditation for Corrections. The Department of Detention and Community Programs oversees all jail facility operations and community-based offender programs within Broward County. Annually, approximately 44,117 inmates crossing every ethnic, age and socioeconomic group are booked into BSO's jail for crimes ranging from civil infractions to murder. Many inmates arrive with drug or alcohol addictions, mental health problems, or both, requiring BSO to administer a range of medical and rehabilitative programs.

The FOPE/BSO CBA contains language in Article 21.4 and Appendix A that has been in the contract for decades regarding bidding for posts and facilities DOD. *See Exhibits 1<sup>2</sup>-2*. This language and these protections have resulted in an elite system that creates safe detention facilities for employees, inmates, and the community at large in and around Broward County, which will be detailed further at the hearing. As a result, BSO detention facilities are not plagued with the dangerous conditions found in other locations, such as drugs, weapons and other illegal contraband. *See Exhibit 3*.<sup>3</sup>

**BSO'S ATTEMPT TO ELIMINATE THIS CRITICAL LANGUAGE, A THREAT TO  
THE SAFETY OF THE JAILS**

In this round of negotiations, the only issue that the parties could not come to agreement on involved bidding within the Department of Detention, which is found in Article 21.4. During negotiations, BSO proposed major changes to eliminate bidding for post/position by seniority within DOD. BSO claimed it needed flexibility to be able to move people within DOD, despite much flexibility already being built into the CBA for such moves. *See Exhibits 1, 2, 4*. For example, currently under the CBA:

<sup>1</sup> <https://www.sheriff.org/DOD/Pages/Home.aspx>

<sup>2</sup> Most of Article 21 remains unchanged in the Union's proposal, which is attached as Exhibit 1.

<sup>3</sup> Source: <https://www.youtube.com/watch?v=vDHpnexTwmg> (showing the contraband found in just one shakedown at another facility).

- BSO may fill 10% of all DOD posts administratively prior to the bid.
- BSO places 6 to 7% of probationary staff at their discretion after the bid.
- BSO can shut down 46% of positions as utility posts to fill openings in other more vital or important positions daily, as a result of a longstanding critical settlement agreement.
- BSO may block posts from the bid, including RFMs on Bravo-Shift.
- Employees under investigation may be moved.

**As shown in Exhibit 4, BSO already has flexibility with approximately 62-63% of the positions within DOD.**

Nonetheless, the FOPE was willing to work with BSO and make additional adjustments to Article 21.4.K that would give BSO additional flexibility for moves and address their stated concerns. The Union's reasonable proposal and recommendation for settlement is attached as Exhibit 1.

This has not been enough for BSO, which has instead sought to eliminate the longstanding protections of bidding for posts and facilities, and to change Article 21 to allow for moving employees within DOD at BSO's whim, with no recourse for FOPE or its members. BSO's proposal including these major changes is unreasonable, and would destroy the elite, safe system that has existed for decades within BSO. The FOPE proposal, by contrast, protects safety and seniority, while giving BSO additional flexibility.

**BSO'S PROPOSAL ELIMINATES SENIORITY PROTECTIONS, AND IGNORES  
THAT EMPLOYEES WITHIN DOD HAVE A UNIQUE BENEFIT THAT IMPROVES  
THE FUNCTIONING OF THE JAILS**

BSO operates the thirteen largest local jail system in the country, the second largest to receive national accreditation. Despite the prestige this brings to Broward County, BSO is just one of the only agencies statewide that does not have wage parity between Detention Deputies and Road Deputies. In addition to the obvious fairness issues this creates, parity between Detention Deputies and Road Deputies is a factor that the Commission on Accreditation for Corrections takes into consideration.

On every other factor for such national accreditation, BSO excels. *See* Exhibit 5. This is because the current system in place under the contract allows the jails to run safely and efficiently.

BSO's proposal, if accepted by this Commission, will threaten such safety and security. Indeed, while senior staff will receive a 3-4 % raise (much lower than junior employees who will receive 16%), they will lose their contractual bidding rights that have allowed them stability and protections based on their seniority—protections they earned as they gave decades of service to BSO. If accepted, they could be moved on a daily basis for operational reasons (or whatever reasons BSO would want). This is in addition to potentially working in facilities they are not as familiar with, and losing the elite, safe system that has existed within BSO for so long.

BSO's proposal would likely push senior employees to leave, further threatening the system. BSO's shortsighted proposal will not make the jails safer. It will reduce stability and increase employee dissatisfaction, going against everything we have worked so hard for over the past several decades.

**THE COMMISSION SHOULD PROTECT THE JAILS, THE FOPE MEMBERS, AND  
THE COMMUNITY BY ADOPTING FOPE'S PROPOSAL**

The FOPE's proposal is in the public interest, including, but not limited to, the interest of the hardworking, dedicated employees within BSO that the FOPE represents. Based on the foregoing, the Union recommends that the Commission reject BSO's proposal to dramatically change bidding and eradicate seniority rights within the Department of Detention, and accept FOPE's reasonable proposal on Article 21, attached as Exhibit 1.

A hearing on these impasse issues will be held during the April 22, 2025 Commission Meeting at 1:00 p.m. We look forward to a full and fair airing of the issues. Thank you.

Very truly yours,

*/s/ Christina S. Gornail*

Christina S. Gornail

CSG/Enclosures

cc: Carmen Rodriguez, Esq.

# EXHIBIT 1

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**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**BROWARD SHERIFF'S OFFICE**



**and the**

**FEDERATION OF PUBLIC EMPLOYEES**

**A DIVISION OF THE NATIONAL  
FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO)**



**OCTOBER 1, ~~2021~~—2024 SEPTEMBER 30, ~~2024~~—2027**

## ARTICLE 21

### **SENIORITY, LAYOFF, RECALL & VACANCIES**

#### 21.1 **Seniority**

- A. **Annual Leave Bidding** - Seniority date for all purposes of bidding for annual leave shall be the bargaining unit member's date of hire with the agency or if the bargaining unit member became employed by BSO pursuant to an agreement with a contract city, date of hire with the contract city/county. That is BSO and the FPE recognize the combination of contract city/county time and BSO time.
- B. **Shift Bidding** – Any Classification that works a (7) seven day per week schedule and or has two or more shifts, will be considered for this section. Seniority date for the purpose of annual shift bidding for shift, post/assignment, days off and facility/location (facility/location is specific to DOD only), shall be determined and established from the bargaining unit members' time in classification date (TICD). Annual shift bids are defined as the opening of all shifts, posts/assignments, days off, and facilities/locations (facility/location is specific to DOD only), in a classification, district or division, and by seniority, bargaining unit members will pick from the available vacancies. See 21.3 B and 21.4 for bid process. TICD is defined as the date of entry into the most recently held classification in the FPE bargaining unit to which he/she is assigned. As to contract city/county, bargaining unit members will be credited with the time in their most recent classification with the contract city prior to acquisition.

Notwithstanding the above, the determination of Time in Classification Date (TICD) for those bargaining unit members assigned to the Communication Operator Series or those bargaining unit members assigned to the Confinement Status Specialist series shall be determined and established from the bargaining unit member's original date of classification within the Communications Operator series or the Confinement Status Specialist Series.

- C. **Mini Bids** – Mini Bids may be conducted in-between the annual bids. Mini Bids are defined as bids for vacant posts/assignments only and by seniority.

For bargaining unit members receiving a demotion to a previously held job classification due to a bumping within a Layoff, the bargaining unit member will be credited with the TICD held previously within that job classification. For bargaining unit members receiving a demotion due to bumping within a layoff to a job classification not previously held, the bargaining unit member shall retain their current TICD.

- D. Any bargaining unit member who voluntarily terminates his/her employment, resigns, or is discharged, shall lose all rights to seniority and benefits, including

longevity. The only exemption to this Article for retaining all rights of seniority will be when a bargaining unit member returns to work within one (1) year (365 days) of being laid off.

New employees shall be credited with bargaining unit status from the bargaining unit member's date of certified classification after successfully completing the probationary period, and shall be permitted to exercise seniority rights when regular bargaining unit member status is achieved, or as otherwise defined in Section 21.3 of this agreement.

- E. The transfer, permanent assignment or promotion of a bargaining unit member for purposes of this Agreement to another job outside the bargaining unit shall terminate the acquisition of Time-in-Classification Date (TICD) seniority, unless the bargaining unit member returns to the bargaining unit within one (1) year. The bargaining unit member shall not be compelled to serve another probationary period upon return. After one (1) year bargaining unit members may not be bumped or displaced by non-bargaining unit members. However, non-bargaining unit members may be placed in a vacancy as determined by the Sheriff or designee if one exists.

## **21.2 Layoff and Recall**

- A. The Sheriff reserves the right to layoff bargaining unit members for lack of work, or lack of funds. In the event of personnel reductions, bargaining unit members shall be laid off in the inverse order of seniority as defined in this Article. If more than one (1) classification is affected, a bargaining unit member laid off from a higher classification shall be given an opportunity to revert to the next lower classification, provided the bargaining unit member is able to perform the job in a satisfactory manner without a trial period and has maintained necessary certifications if applicable.
- B. Bargaining unit members shall be recalled from layoff based on hire date seniority. Bargaining unit members who are recalled will retain their hire date and time in class date (TICD) seniority and the pay step they were assigned at the time of layoff. TICD will not apply with reference to shift bidding until the next shift bid. The recalled bargaining unit member will be placed in the available vacancy. Leave payouts processed as a result of the layoff will not be reinstated. No new employee shall be hired in any classification until all bargaining unit members on layoff status in that classification have had an opportunity to return to work. A bargaining unit member whose position was identified for layoff and who elects to accept another position within BSO or a bargaining unit member who reverts to a previously held job classification as outlined in 21.2 (D) within BSO, will forfeit their right to recall. The Sheriff reserves the right in his sole discretion to require said recalled bargaining unit members to submit to any such selection procedure(s) relevant to their job assignment including but not limited to: background checks, toxicology testing, as



well as any other testing to determine if such bargaining unit members are deemed physically and mentally qualified to perform the work. Should the results of these selection procedures not meet BSO standards, the bargaining unit member will forfeit all rights to recall.

No laid off bargaining unit members shall retain the recall rights provided herein beyond twelve (12) months from date of layoff. Should a bargaining unit member decline the agency's offer to recall the bargaining unit member will forfeit all rights to recall.

- C. A laid off bargaining unit member shall provide written notification to BSO of any change of address. The notice to return to work will be sent to the bargaining unit member's current address on file with BSO by certified mail with copies to the FPE, no less than seven (7) calendar days prior to the date the bargaining unit member is to report to work. A recalled bargaining unit member shall be considered to have quit if they fail to accept employment within seven (7) calendar days after notification, or fail, without permission, to report to work as instructed. Thereafter, the provisions of this Agreement notwithstanding, the Sheriff will owe no further obligation to the bargaining unit member. For bargaining unit members receiving a demotion to a previously held job classification due to a bumping within a Layoff, the bargaining unit member will be credited with the TICD held previously within that job classification. For bargaining unit members receiving a demotion due to bumping within a layoff to a job classification not previously held, the bargaining unit member shall retain their current TICD.

Bumping is only allowed into **same or** a lower job classification that is part of a job classification series as defined by the Bureau of Human Resources i.e. Administrative Specialist II to an Administrative Specialist I or Detention Sergeant to a Detention Deputy.

- D. Bargaining unit members subject to layoff or bumping may revert to a previously held classification if a vacancy in that previously held job classification exists and the bargaining unit member has the skills and abilities to perform the job in a satisfactory manner and has maintained certifications if applicable, without a trial period. Upon reverting, the bargaining unit member's TICD will be their prior TICD not to include credit for time not within the job classification the bargaining unit member is reverting back into.
- F. The Sheriff may deviate from the above-described process regarding inverse seniority in layoffs only in the case of operational necessity. The agency shall demonstrate operational necessity by showing that the bargaining unit member being retained has training in an area of expertise that is necessary for the position and is not possessed by a bargaining unit member of greater seniority, unless the more senior bargaining unit member can meet the training standards and be able to perform the requirements of the position within ninety (90) days. The parties

acknowledge that in the event of a layoff, detention deputies and sergeants are exempt from the provisions of this Subsection.

- G. In addition, the parties acknowledge that in the event of a layoff, the DUI BAT Unit assignment will be exempt from CSA bumping/recall provisions.
- H. Notwithstanding the above, the determination of Time in Classification Date (TICD) for those bargaining unit members assigned to the Communication Operator Series or those bargaining unit members assigned to the Confinement Status Specialist series shall be determined and established from the bargaining unit member's original date of classification within the Communications Operator series or the Confinement Status Specialist Series.
- I. In the event of a layoff, a non-bargaining unit member may revert to his/her former bargaining unit job classification into a vacancy as determined by the Sheriff or designee if one exists.

#### **Layoff Processing**

- J. **Civilian (Non-Sworn) Job Classifications** – When a position is identified as being eliminated the bargaining unit member may bump a bargaining unit member within the same job classification with the least hire date seniority. If more than one bargaining unit member is being eliminated the bargaining unit member with the most hire date seniority selects first from the identified least hire date seniority positions within that same job classification.

If two or more job classifications are affected, the least hire date seniority in the higher job classification may bump the least hire date seniority bargaining unit member in the lower job classification.

When any of the following positions are identified as being eliminated the bargaining unit member may bump a bargaining unit member within the same job classification with the least TICD seniority:

Records/Warrants Supervisor

Public Records Supervisor

Inmate Property Supervisor

Detention Facilities Maintenance Supervisor

Courier Supervisor

Civil Process Server Supervisor

Commissary Storeroom Supervisor

Regional Communications Duty Officer

Notwithstanding the above, the determination of Time in Classification Date (TICD) for those bargaining unit members assigned to the Communication Operator Series or those bargaining unit members assigned to the Confinement Status Specialist series shall be determined and established from the bargaining unit member's original date of classification within the Communications Operator series or the Confinement Status Specialist Series.

- K. **Sworn Job Classifications** - When a position is identified as being eliminated (non-layoff) the bargaining unit member's shift, days off and facility will be honored until the next annual bid.

If two or more job classifications are affected by a layoff, the least TICD seniority in the higher job classification may bump the TICD seniority bargaining unit member in the lower job classification.

In the event that a layoff occurs, the parties will attempt to enter into an agreement which would permit an amended annual bid date, as a one-time exception associated with the layoff. This bid should be effective on a date prior to the effective date of the layoff. The results of the one-time exception annual bid will supersede the above bumping process. If a bid cannot be conducted prior to the layoff then a bid will be conducted as soon as a time frame can be established by agreement between the parties. In the interim, the above-described bumping process will apply.

**21.3 Seniority and Vacancies** (For Bargaining Unit Members other than Detention Deputy Control Room Technicians & Sergeant)

A. **General Consideration for Non-bidding Bargaining Unit Members**

1. ~~The term "vacancy" as used herein refers to openings for location.~~ Except as modified herein, the Sheriff retains absolute control to hire new employees to fill vacancies in his sole discretion.
2. The Sheriff reserves the right to temporarily fill said vacancy with any available bargaining unit member for a period of up to thirty (30) calendar days after the vacancy arises.
3. ~~3. Within said thirty (30) days, the Sheriff will post for a period of ten (10) working days to attempt to fill said vacancy with interested bargaining unit members in the same job classification on the basis of seniority, providing that the bargaining unit member meets the operational needs of the hiring department. is certified, trained and qualified to fill said vacancy. However, the Sheriff reserves the~~

~~right to "pass over" the most senior bargaining unit member, and to select any other qualified bargaining unit members, for legitimate operational reasons.~~

4. ~~If said vacancy is not filled by a bargaining unit member as set forth in A3, such vacancy~~ ~~When there is a vacancy in a particular location, such vacancy~~ will be posted for a period of ten (10) working days and interested bargaining unit members will be permitted to ~~apply request a transfer to for~~ said vacancy.

**B. General Consideration for Bidding Bargaining Unit Members**

1. The term "vacancy" as used herein refers to openings for shift, days off, post/assignment and/or facility/ location (facility/location is specific to DOD only). Except as modified herein, the Sheriff retains absolute control to hire new employees to fill vacancies in his sole discretion.
2. Newly hired or newly promoted probationary bargaining unit members who are rotated from shift to shift, assignment to assignment, etc., for the purpose of initial orientation as well as "trainees," shall not be considered for the purposes of this section.
3. It is agreed that, the Sheriff will fill at least seventy five percent (75%) of vacancies for shift, facility/location, days off and/or post/assignment, with the most senior bargaining unit member, as established by their time in class date (TICD), through the annual shift bidding process. BSO may fill twenty five percent (25%) of all funded positions administratively for legitimate operational reasons. Any administrative placements must be agreed upon by both the Sheriff and the bargaining unit member.

No bargaining unit member can be removed from the post/assignment they bid except while the member is under an official internal investigation or light duty. However, a CSA may be temporarily re-assigned for up to two weeks for a legitimate operational necessity.

4. Vacancies for the annual shift bid will be posted for bargaining unit members to review at least 10 days prior to the bid date or closing date for bids. After the bids are finalized, the completed bids will be posted for at least 10 days for bargaining unit members to review as soon as possible. Any of the aforementioned bid steps will be forwarded to the FPE upon request.
5. When there is a vacancy in a particular facility/location or district such vacancy will be posted for a period of ten (10) working days and interested bargaining unit members will be permitted to request a transfer

to said vacancy. If two or more bargaining unit members request a transfer to the same vacancy, the senior member may be awarded the transfer.

#### 21.4 **Department of Detention**

- A. The term "vacancy" as used herein refers to openings for shift, days off, post/assignment and/or facility/ location (facility/location is specific to DOD only). Except as modified herein, the Sheriff retains absolute control to hire new employees to fill vacancies in his sole discretion;
- B. Newly hired or newly promoted probationary bargaining unit members who are rotated from shift to shift, assignment to assignment, etc., for the purpose of initial orientation as well as "trainees," shall not be considered for the purposes of this section.
- C. Temporary assignments will not be considered for the purposes of this section. Temporary assignments cannot extend beyond sixty (60) calendar days and are not renewable without notification to the FPE.
- D. Bidding shall fill ninety percent (90%) of all funded certified detention deputy posts in the Department of Detention. BSO may fill ten percent (10%) of all funded certified detention deputy posts administratively.
- E. Bidding shall fill ninety percent (90%) of all funded certified detention sergeant posts in the Department of Detention. BSO may fill ten percent (10%) of all funded certified detention sergeant posts administratively.
- F. Bidding shall fill ninety percent (90%) of all funded detention technician posts in the Department of Detention. BSO may fill ten percent (10%) of all funded detention technicians administratively total.
- G. BSO will furnish the FPE with a report regarding the administration of these provisions when requested. The report will be furnished within fourteen (14) calendar days of request. A meeting between the Director of the Department of Detention (or his/her designee), the FPE and an on-site representative from each of all the Department of Detention facilities may be scheduled as soon as practicable after the report is furnished to the FPE.
- H. The format for the bid will be discussed with the FPE representatives at least thirty (30) calendar days prior to the date on which the annual bid will begin. The FPE will be advised at least fifteen (15) calendar days prior to the beginning of the annual "mini-bid."

- I. The parties mutually agree to select a detention deputy post per shift, per facility, to include Central Intake (excluding Transportation) with weekends off. This post will not be administratively filled by either party and will be open for bid during the established bidding process and will be filled by seniority. If there is no agreement within five (5) working days prior to the Sheriff or designee posting the bid, the Sheriff or designee will make the final decision.
- J. The parties mutually agree to select one (1) detention sergeant post per jail (excluding Central Intake), with weekends off. This post will not be administratively filled by either party and will be open for bid during the established bidding process and will be filled by seniority. If there is no agreement within five (5) working days prior to the Sheriff or designee posting the bid, the Sheriff or designee will make the final decision.

**K. Management retains the right to move a Detention Sergeant, Detention Deputy & Detention Technician, with notice to FOPE, under the following circumstances:**

- 1. Documented disciplinary proceedings or restricted duty.
- 2. Inmates are moved to create specialized housing units which require trained staff, like ERT.
- 3. Maintenance of a housing unit that needs to be vacated, as specified in Appendix A.
- 4. Staff cannot complete training for new post bid within the first 90 days of annual bid and Mini bid. (Examples: SDA & CDL certification cannot be attained).
- 5. In the event there is an area or shift where there is a staff shortage BSO may temporarily assign Officer in Charge (OIC) from the promotional list or request volunteers providing supplement pay for (OIC) re-assignment. Up to 10 non-probationary Detention Deputies & 10 non-probationary Detention technicians may be moved, in inverse seniority based on TICD, with 14-day notice or as otherwise agreed by the FOPE.
- 6. After the annual bid, for the classifications listed in this Article 21.4.K, the maximum amount of non-probationary moves per calendar year is 10 Deputies, 10 Detention Technicians, and 5 Detention Sergeants. Any additional moves must be approved by the FOPE.
- 7. FOPE Shift Representatives are exempt from paragraphs 2-6 above.
- 8. Except for paragraphs 4 and 6 above, when the basis for the move no longer exists, the employee will return to their bid position.

## EXHIBIT 2

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**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**BROWARD SHERIFF'S OFFICE**



**and the**

**FEDERATION OF PUBLIC EMPLOYEES**

**A DIVISION OF THE NATIONAL  
FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO)**



**OCTOBER 1, 2021 – SEPTEMBER 30, 2024**



## APPENDIX "A"

This appendix covers a portion of the Agreement executed on Friday, September 12, 2003 entitled "Federation of Public Employees Shutdown Posts/Overtime Settlement and Release Agreement and updated to include the language agreed upon in the Modification of Settlement and Release signed by Sheriff Al Lamberti on September 24, 2007

Regarding the scheduling and rosters, the parties agree to following terms:

The parties agree all overtime will be authorized at the discretion of the shift supervisor in a fair and equitable manner;

FPE agrees that BSO determines the number of utility posts based on its operational needs which may include increasing or decreasing the number of utility posts. BSO agrees that changes to the number of utility posts, whether increases or decreases, will be reviewed with FPE prior to implementation. A utility post is defined by the parties as a post which is subject to shut down by BSO. Deputies who bid and ultimately are awarded a utility post understand that they are subject to shut down or movement to another post at the discretion of the shift supervisor.

BSO agrees that when there is more than one utility post of the same category and location to be closed, such will be done on the basis of seniority so that the least senior deputy of the same category and location will be affected. (Example: Three movement deputies all working on the 7<sup>th</sup> floor Main Jail and one must be shutdown, the shutdown will be based on seniority, the least senior deputy being shutdown first.) Further, in the event the post category being shut down or moved has only one position on that shift, there is one consideration for seniority or shutting down a different post category or location as a substitute option;

In cases of emergency or extenuating circumstances, BSO may move shutdown post deputy to an adjoining facility or command;

Those posts defined as fixed, may be temporarily shut down in cases of facility maintenance, construction or other emergencies.

The parties agree that BSO will conduct "Master Bids" every year. Further, the parties agree that a "Mini Bid" shall be conducted once per year, to be effective in June of each year. In the event of a voluntary bid change during the mini bid, the employee's preapproved leave (annual, holiday, bonus days, etc.) schedule will not follow the employee. The employee shall select leave on a first come, first served basis.

Deputies and Sergeants who bid Central Intake, Mental Health, and/or Work Unit, agree their assignments will be for the duration of the Master Bid (1) year unless excused by the Director or Executive Director;

Sick leave call in procedures will require employees calling in to personally call the on duty shift commander of their respective command and not into Master Control.

However, it is agreed that lieutenants or acting shift commanders may not inquire as to the nature of the employee's illness; and

Bonus days, holidays and personal days can be requested at the discretion of the bargaining unit member but will be approved at the discretion of BSO based on prior supervisory approval. The provisions of 9.3 of the collective bargaining agreement shall remain intact.

Members designated to serve on the AAB board will be selected from lists provided by the Union and BSO consistent with current contract language. The selection of those members will be at the discretion of BSO in accordance with the existing process. BSO picks all three persons from the lists.

## EXHIBIT 3

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Raid at Fulton Co. Jail: Drugs, shanks, phones, and more seized, sheriff believes drones involved



**2** EXCLUSIVE  
6-03 71°



Raid at Fulton Co. Jail: Drugs, shanks, phones, and more seized, sheriff believes drones involved



**2** EXCLUSIVE  
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Raid at Fulton Co. Jail: Drugs, shanks, phones, and more seized, sheriff believes drones involved



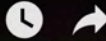
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Raid at Fulton Co. Jail: Drugs, shanks, phones, and more seized, sheriff believes drones involved



**2** EXCLUSIVE

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Raid at Fulton Co. Jail: Drugs, shanks, phones, and more seized, sheriff believes drones involved



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Raid at Fulton Co. Jail: Drugs, shanks, phones, and more seized, sheriff believes drones involved



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**2** EXCLUSIVE  
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## EXHIBIT 4

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**With approximately 1,000 DOD positions available, BSO already has flexibility both during and after the existing bid process to move approximately **620-630 employees (62-63%)** within DOD.**

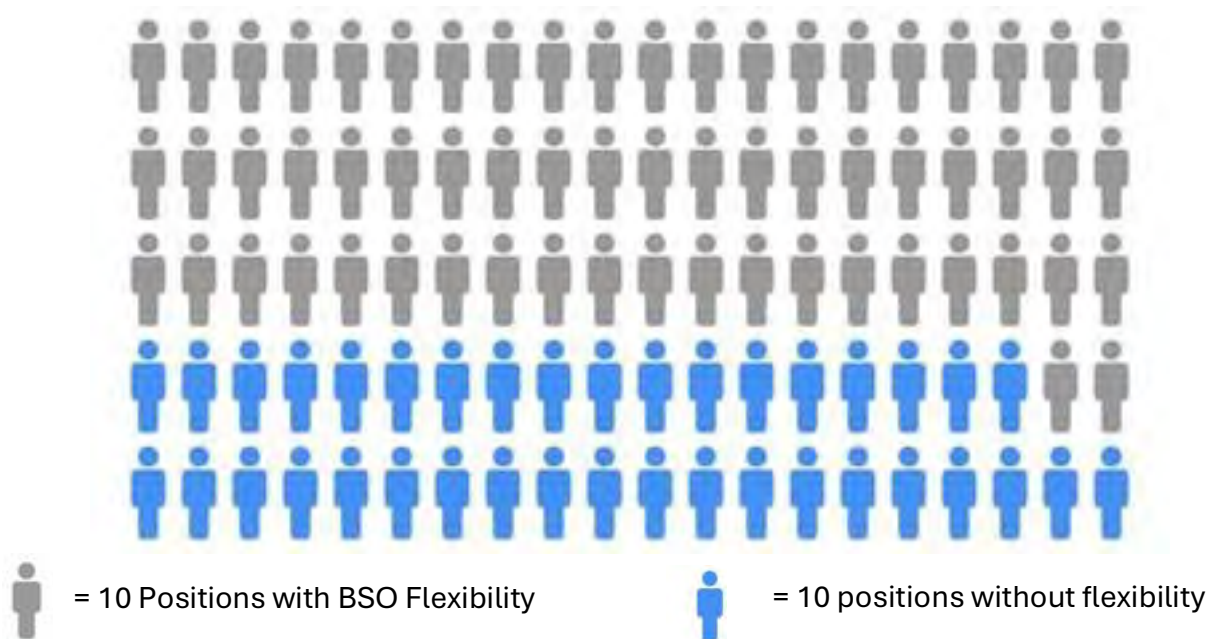
**BSO Has Flexibility on Appx. 100 Positions **Before** Bidding Even Begins**

- BSO may fill 10% of posts administratively  
(Appx. 100 positions)

**BSO Has Flexibility on another Appx. 520-530 Positions **After** the Bid**

- BSO can place 6-7% probationary employees where they want  
(Appx. 60-70 positions)
- 46% of posts are UTILITY, meaning BSO can move employees to more important positions that need to be filled in accordance with Appendix A of CBA  
(Appx. 460 positions)

**BSO's Flexibility – A Visual**



**BSO's Additional Flexibility at Any Time**

- Employees can be moved when an area has to be closed for maintenance, construction, or emergency security purposes under Appendix A
- BSO has the ability to block RFMs on Bravo-Shift
- Employees can be moved while under investigation
- Employees can be moved by agreement with FOPE

## EXHIBIT 5

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AMERICAN CORRECTIONAL ASSOCIATION  
AND THE  
COMMISSION ON ACCREDITATION FOR CORRECTIONS

COMPLIANCE TALLY

Manual Type	Adult Local Detention Facilities, 4 <sup>th</sup> Edition
Supplement	2016 Standards Supplement
Facility/Program	Joseph V. Conte Facility
Audit Dates	Nov 2-4, 2022
Auditor(s)	Paul J. [Signature] / [Signature]

	MANDATORY	NON-MANDATORY
Number of Standards in Manual	60	323
Number Not Applicable	5	71
Number Applicable	55	252
Number Non-Compliance	0	1
Number in Compliance	55	251
Percentage (%) of Compliance	100%	99.6%

! Number of Standards minus Number of Not Applicable equals Number Applicable

! Number Applicable minus Number Non-Compliance equals Number Compliance

! Number Compliance divided by Number Applicable equals Percentage of Compliance



COMMISSION ON ACCREDITATION FOR CORRECTIONS  
AND THE  
AMERICAN CORRECTIONAL ASSOCIATION

**COMPLIANCE TALLY**

<b>Manual Type</b>	Adult Local Detention Facilities, 4 <sup>th</sup> Edition	
<b>Supplement</b>	2008 Standards Supplement	
<b>Facility/Program</b>	North Broward Bureau	
<b>Audit Dates</b>	November 1, 2022 - November 2, 2022	
<b>Auditor(s)</b>	Bruce Denny, Chairperson, Bruce Bell, Member Joy Bell, Member	
	<b>MANDATORY</b>	<b>NON-MANDATORY</b>
Number of Standards in Manual	61	323
Number Not Applicable	4	28
Number Applicable	58	295
Number Non-Compliance	0	5
Number in Compliance	58	290
Percentage (%) of Compliance	100%	98.3%
<ul style="list-style-type: none"> <li>Number of Standards <i>minus</i> Number of Not Applicable <i>equals</i> Number Applicable</li> <li>Number Applicable <i>minus</i> Number Non-Compliance <i>equals</i> Number Compliance</li> <li>Number Compliance <i>divided by</i> Number Applicable <i>equals</i> Percentage of Compliance</li> </ul>		

COMMISSION ON ACCREDITATION FOR CORRECTIONS

AND THE

AMERICAN CORRECTIONAL ASSOCIATION

**COMPLIANCE TALLY**

<b>Manual Type</b>	Adult Local Detention Facilities, 4 <sup>th</sup> Edition	
<b>Supplement</b>	2016 Standards Supplement	
<b>Facility/Program</b>	Broward County Mail Jail	
<b>Audit Dates</b>	October 31-December 2, 2022	
<b>Auditor(s)</b>	James Ball, Chairperson Sean Maguire Gloria Robertson	
	<b>MANDATORY</b>	<b>NON-MANDATORY</b>
Number of Standards in Manual	60	323
Number Not Applicable	1	33
Number Applicable	59	290
Number Non-Compliance	0	3
Number in Compliance	59	287
Percentage (%) of Compliance	100%	99%
<ul style="list-style-type: none"> <li>Number of Standards <i>minus</i> Number of Not Applicable <i>equals</i> Number Applicable</li> <li>Number Applicable <i>minus</i> Number Non-Compliance <i>equals</i> Number Compliance</li> <li>Number Compliance <i>divided by</i> Number Applicable <i>equals</i> Percentage of Compliance</li> </ul>		

AMERICAN CORRECTIONAL ASSOCIATION  
AND THE  
COMMISSION ON ACCREDITATION FOR CORRECTIONS

**COMPLIANCE TALLY**

<b>Manual Type</b>	Adult Local Detention Facilities, 4 <sup>th</sup> Edition	
<b>Supplement</b>	2016 Standards Supplement	
<b>Facility/Program</b>	Broward County Paul Rein Jail	
<b>Audit Dates</b>	October 31, 2022 - November 2, 2022	
<b>Auditor(s)</b>	Bruce Denny, Chairperson Bruce Bell, Member Joy Bell, Member	
	<b>MANDATORY</b>	<b>NON-MANDATORY</b>
Number of Standards in Manual	61	323
Number Not Applicable	4	42
Number Applicable	57	281
Number Non-Compliance	0	1
Number in Compliance	57	280
Percentage (%) of Compliance	100%	99.6%
<ul style="list-style-type: none"> <li>Number of Standards <i>minus</i> Number of Not Applicable <i>equals</i> Number Applicable</li> <li>Number Applicable <i>minus</i> Number Non-Compliance <i>equals</i> Number Compliance</li> <li>Number Compliance <i>divided by</i> Number Applicable <i>equals</i> Percentage of Compliance</li> </ul>		