

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION

4050 Esplanade Way
Tallahassee, Florida 32399-0950
(850) 488-8641

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CASE NUMBER

CA- 2009-091

DATE FILED

11/10/09

CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

Submit an original and one (1) copy of this charge to the Public Employees Relations Commission along with proof of simultaneous service upon the other parties. (NOTE: Pursuant to Florida Administrative Code Rule 60CC-5.001(5), the charge must be accompanied by sworn statement(s) setting forth facts of which the affiant has personal knowledge, and where applicable, documentary evidence sufficient to support a prima facie violation of the applicable unfair labor practice provision(s). Such supporting evidence is not to be attached to the charge and is to be furnished only to the Commission.)

The Charging Party alleges that the public employer or its agents named below have engaged in (an) unfair labor practice(s). Charging Party requests the Public Employees Relations Commission to process this charge under its proper authority.

1. NAME OF CHARGING PARTY: Florida Police Benevolent Association, Inc.

Phone No. (850) 222-3329 Facsimile (Fax) No. (850) 561-8898

Address 300 E. Brevard Street, Tallahassee, FL 32301

2. CHARGING PARTY REPRESENTATIVE: G. "Hal" Johnson

Title: General Counsel

Phone No. (850) 222-3329 Facsimile (Fax) No. (850) 561-8898

Address 300 E. Brevard Street, Tallahassee, FL 32301

3. NAME OF EMPLOYER: Sheriff of Orange County

Address P.O. Box 1440, Orlando, Florida 32802-1440

4. EMPLOYER REPRESENTATIVE: Jerry L. Demmings

Title: Sheriff of Orange County

Phone No. (407) 254-7000 Facsimile (Fax) No. (407) 254-7014

Address P.O. Box 1440, Orlando, Florida 32802-1440

5. The above-named employer or its agents has (have) engaged in (an) unfair labor practice(s) within the meaning of Section 447.501(1)(a) and c, Florida Statutes.

(list sections)

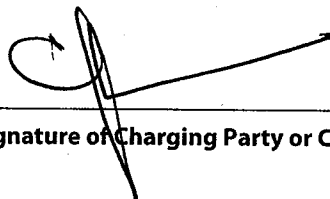
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6. **BASIS OF CHARGE:** (Specify facts, names, places, dates, etc. If more space is needed, attach additional pages.)

See attached Specification of Unfair Labor Practice Charge

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PUBLIC SERVICE
RELATIONS COMMISSION

I hereby certify that a true copy of the forgoing has been sent by U.S. Mail, to:
Sheriff Jerry L. Demmings, P.O. Box 1440, Orlando, FL 32802-1440 and to
Wayne Helsby, Esquire, 1477 W. Fairbanks Avenue, Suite 100, Winter Park, FL 32789-7108
this 9th day of November, 2009.



Signature of Charging Party or Charging Party's Representative

**FALSE STATEMENTS MAY RESULT IN FINE AND IMPRISONMENT
PURSUANT TO CHAPTER 837, FLORIDA STATUTES**

Specification of Unfair Labor Practice Charge

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Background

1. The Florida Police Benevolent Association, Inc. (hereafter PBA), is an employee organization.
2. The Sheriff of Orange County (hereafter Sheriff or sheriff's office) is a public employer.
3. The PBA is the certified bargaining agent for two bargaining units comprised of the Sheriff's law enforcement personnel: (a) a unit of deputy sheriffs, including the classifications of deputy sheriff, deputy first class and master deputy; and (b) a unit of supervisory personnel, including the classifications of corporal and sergeant.
4. The PBA and Sheriff are signatories to collective bargaining agreements covering these two units effective September 23, 2007 through September 30, 2009.
5. Among other items, the two agreements cover the terms of wages (Article 25 and Appendix E), insurance benefits (Article 27), and duration (Article 33). Additionally, the agreements provide in Article 25, Section 3 for a procedure whereby Articles 25 and 27 may be reopened for negotiations based upon a funding shortfall. Copies of Article 25, 27, 33, and Appendix E for each collective bargaining agreement are attached to this charge.
6. In addition to the contractual provisions outlined above in Paragraph 5, the Sheriff maintains general orders which cover the subject of insurance, General Order 4.3.0, and the classification and pay system, General Order 4.6.3.

Unfair Labor Practice Allegations

7. In April 8, 2009 negotiations began between the PBA and the Sheriff for successor agreements with respect to the two bargaining units represented by the PBA, including wages and health insurance. Since that time a series of collective bargaining sessions has taken place between the parties. The chief negotiator for the PBA is Steve Micciche and the chief negotiator for the Sheriff is its labor attorney, Wayne Helsby.
8. As negotiations progressed into August and September, 2009, Mr. Helsby advised Mr. Micciche that upon the expiration of the two collective bargaining agreements the Sheriff intended to: (a) cease continuation of the merit step pay plans contained in Article 25 and Appendix

E of the collective bargaining agreements, and (b) modify the health insurance premiums paid by the sheriff's office provided for in Article 27. Mr. Micciche advised Mr. Helsby that it was the position of the PBA that the Sheriff is required to maintain the status quo as to wages and benefits provided for in the collective bargaining agreements, including maintenance of the merit step pay plans and the percentage of health insurance premiums paid by the sheriff.

9. On September 30, 2009, the collective bargaining agreements covering the two bargaining units expired.

10. During the first two weeks of October, 2009, the PBA learned, after consulting with its bargaining unit members and representatives of the sheriff's administration, that effective October 1, 2009, the Sheriff had ceased step increases for both bargaining units provided for under the merit step pay plan. While the merit step pay plan has been slightly modified as a result of collective bargaining between the Sheriff and PBA, step advancements under the pay plan has been a continuous practice of the sheriff's office since before collective bargaining with the Sheriff was initiated in 2003.

11. On October 16, 2009, Mr. Micciche verified with sheriff's office representative, Captain Mike McKinley, that the health insurance percentages with respect to the HMO health insurance plan had been altered. Whereas Article 27, Section 1(B) called for the percentage paid by the sheriff's office to be 86% for an employee and 81% for the various forms of employee-dependent coverage, the percentage paid by the sheriff's office had modified those percentage paid by it to be 83% for an employee and 79% for employee-dependent coverage effective October 1, 2009. Bargaining unit employees were required to absorb the reduction of the percentage paid by the sheriff's office.

12. On October 21, 2009, the PBA and Sheriff met in a collective bargaining session, Mr. Micciche objected to the unilateral cessation of the merit step pay plan and modification of percentage of health insurance premiums paid by the sheriff's office. Mr. Helsby advised Mr. Micciche that with the expiration of the agreement and the language of the contract articles, it was the position of the Sheriff that the cessation of the merit step pay plan and modifications of the health insurance percentages paid by the sheriff's office were lawful.

13. At present the PBA and Sheriff are continuing negotiations for successor collective bargaining agreements. Impasse has not been declared by either party with respect to these agreements.

Violations of Section 447.501(1), Florida Statutes

By the acts described above in Paragraphs 7-13, the Florida Police Benevolent Association alleges that the Sheriff of Orange County is in violation of Sections 447.501(1)(a) and (c), Florida Statutes, by unilaterally altering wages and other employment benefits without the consent or approval of the PBA and thereby interfering with the rights of bargaining unit employees guaranteed them under the Public Employees Relations Act.

As an appropriate remedy to the violations, the PBA seeks the following: (a) the Sheriff be found in violation of Section 447.501(1)(a) and (c), Florida Statutes; (b) the Sheriff be directed to cease and desist from such unlawful conduct and post appropriate notice of PERC's determination finding such acts to be unlawful; (c) the Sheriff be directed to return the wages and benefits described herein to the *status quo ante* and make all adversely affected bargaining unit employees whole as a result of the unilateral change in wages and benefits; (d) the City be directed to pay the PBA reasonable attorney's fees and costs for prosecution of the unfair labor practice charge, and (e) grant such other relief and remedies as the Public Employees Relations Commission deems appropriate.

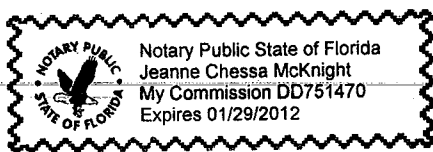
VERIFICATION OF CHARGE

I, STEPHEN MICCICHE, have read Paragraphs 1-13 of the Statement of Facts and attest that the facts and statements contained therein are true and accurate to the best of my belief and knowledge.

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STEPHEN MICCICHE

Sworn to and subscribed before me this 6th day of November, 2009.




Notary Public

My Commission expires: