

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION

**BROWARD COUNTY POLICE
BENEVOLENT ASSOCIATION,
INC., CHARTERED BY THE
FLORIDA POLICE BENEVOLENT
ASSOCIATION, INC.,**

Charging Party,

v.

CASE NO.: CA-2012-016

CITY OF HOLLYWOOD,

Respondent,

_____ /

RESPONDENT'S PREHEARING STATEMENT

Respondent, CITY OF HOLLYWOOD ("City" or "Hollywood"), by and through its undersigned counsel, hereby files its Prehearing Statement pursuant to the Commission's December 11, 2017, Prehearing Order.

A. All disputed issues of material fact to be presented for resolution.

While the City contends the facts regarding the waiver language agreed to by Charging Party in two (2) successive ratified labor agreements is or should not be in dispute, additional evidence is available for consideration by the Hearing Officer to the extent that there is/are any disputed issues of material fact regarding those contractual waivers of any and all remedies and payments whatsoever related to the unfair labor practice charges in this matter.

B. Any and all legal questions to be presented for resolution.

1. Whether the Hearing Officer can apply the waiver language contained in the CBA as written?

2. Whether further evidence is needed to determine if the waiver language was bargained for?
3. Whether Charging Party is entitled to any remedy based on the unfair labor practice charges in this matter, in light of Charging Party's contractual agreement, that was ratified by Charging Party's bargaining unit members in two (2) successive labor agreements, to "waive renounce and forgo any and all remedies and payments whatsoever related to the modifications to any part of the Collective Bargaining Agreement or Pension Plan Ordinance made by the City pursuant to financial urgency to which it or they are or may become eligible to receive . . . , including the unfair labor practice charges . . . in PERC Case No. CA-2012-016."

C. Any witnesses to be called at the hearing, except rebuttal witnesses, and the relevant issues about which each witness is expected to testify.

1. Frank Fernandez – The facts outlining the purpose for including waiver language in subsequent Collective Bargaining Agreements and the bargaining which occurred, including consideration provided in exchange for inclusion of the waivers.
2. Paul Ryder - The facts outlining the purpose for including waiver language in subsequent Collective Bargaining Agreements and the bargaining which occurred, including consideration provided in exchange for inclusion of the waivers.

D. Any outstanding motions or procedural questions to be resolved.

None.

DATED this 22nd day of February, 2018.

Respectfully submitted,

/s/ J. Robert McCormack

J. Robert McCormack, Esquire
Florida Bar No. 864791
E-Mail: bob.mccormack@ogletreedeakins.com

OGLETREE, DEAKINS, NASH
SMOAK & STEWART P.C.
100 N. Tampa Street, Suite 3600
Tampa, Florida 33602
T: (813) 289-1247
F: (813) 289-6530
Attorneys for the Respondent

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 22, 2018, I filed a true and accurate copy of the foregoing with PERC and further certify that a true and accurate copy has been sent via electronic mail to the following:

Michael Braverman, Esq.
Michael Braverman, P.A.
2650 W. State Road 84, Suite 103
Ft. Lauderdale, FL 33312
mike@mbravermanpa.comcastbiz.net

Attorney for Charging Party

Paul T. Ryder, Jr., Esq.
Law Offices of Paul T. Ryder, Jr., P.A.
1580 Sawgrass Corporate Parkway, Suite 130
Sunrise, FL 33323
paulryder@laborlawmiami.com

Attorney for Respondent

/s/ J. Robert McCormack
Attorney

33074505.1