



Committee:

# **JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

Senator Avila, Alternating Chair  
Representative Smith, Alternating Chair

# **Meeting Packet**

Tuesday, January 16, 2024  
4:00—6:00 p.m.  
*Pat Thomas Committee Room, 412 Knott Building*

Kathleen Passidomo  
President

**JOINT COMMITTEE MEETING NOTICE**

**JOINT SELECT COMMITTEE ON COLLECTIVE  
BARGAINING**

**Senator Avila, Alternating Chair  
Representative Smith, Alternating Chair**

**MEETING DATE:** Tuesday, January 16, 2024  
**TIME:** 4:00—6:00 p.m.  
**PLACE:** *Pat Thomas Committee Room, 412 Knott Building*

**SENATE MEMBERS:** Senator Avila, Alternating Chair; Senators Collins, Hooper, Stewart, and Torres  
**HOUSE MEMBERS:** Representative Smith, Alternating Chair; Representatives Basabe, Bracy Davis, Harris, Holcomb, and Michael

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To conduct a public hearing at which affected parties shall be required to explain their positions with respect to issues at impasse, as provided in section 447.403, Florida Statutes, and matters pertaining thereto.

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Other Related Meeting Documents

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Committee:

# **JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

Senator Avila, Alternating Chair  
Representative Smith, Alternating Chair

## **Meeting Packet Materials submitted by: Lottery**

Tuesday, January 16, 2024  
4:00—6:00 p.m.

*Pat Thomas Committee Room, 412 Knott Building*

Kathleen Passidomo  
President



ALLEN NORTON & BLUE  
PROFESSIONAL ASSOCIATION

906 North Monroe Street • Tallahassee, Florida 32303  
Telephone 850-561-3503 • Facsimile 850-561-0332

January 10, 2024

**VIA ELECTRONIC MAIL**

The Honorable Kathleen Passidomo, President  
Florida Senate  
404 S. Monroe St.  
Tallahassee, FL 32399-1100

The Honorable Paul Renner, Speaker  
Florida House of Representatives  
402 S. Monroe St.  
Tallahassee, Florida 32399-1300

Re: Collective Bargaining Impasse

Dear President Passidomo and Speaker Renner:

An impasse has occurred in the collective bargaining negotiations between the Governor and the employees' associations representing two bargaining units of state employees employed at the Florida Lottery. In accordance with section 447.403(5), Florida Statutes, we have enclosed materials related to all unresolved issues. Specifically, the Federation of Public Employees ("FOPE") reopened Article 12 "Wages" and Article 14 "Seniority," and both articles remain unresolved. Copies of the Lottery's current proposals are attached hereto. To date, the Police Benevolent Association ("PBA")—the agent for the other bargaining unit—has not provided any contract proposals or raised any disputed issues for impasse resolution.

We are continuing to negotiate with the bargaining unit agents and will inform you if agreement is reached on any of the impasse articles. If you have questions or concerns, please contact me at (850) 561-3503.

Sincerely,

A handwritten signature in blue ink that reads "J. Wes Gay".

J. Wes Gay  
Florida Lottery Labor Negotiator

Miami • Orlando • Tallahassee • Tampa

cc: Donald J. Rubottom, Chair, Public Employees Relations Commission  
Chris Spencer, Policy Director, Executive Office of the Governor  
Reginald "Reggie" Dixon, Chief of Staff, Florida Lottery  
Linda Smith, Human Resources Director, Florida Lottery  
Dane Dunson, General Counsel, Office of the General Counsel, Florida Lottery  
Minerva Simpson, Assistant General Counsel, Office of the General Counsel, Florida Lottery  
Anthony Marciano, Federation of Public Employees  
Lucia Piva, Phillips, Richard & Rind, P.A.  
Stephanie Webster, General Counsel, Florida Police Benevolent Association

## Article 12

### WAGES AND PAY PLAN

#### **SECTION 1 - General Pay Provisions**

The Department of the Lottery's authority to provide increases to employees' base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the current Fiscal Year General Appropriations Act.

#### **SECTION 2 – Competitive Pay Adjustment**

~~Pursuant to the current Fiscal Year General Appropriations Act, effective July 1, 2023, bargaining unit employees shall receive an increase of five percent (5%) to base pay. This pay adjustment shall be made before any other adjustment(s).~~

#### **SECTION 2 3 - Discretionary Performance Based Awards**

In accordance with State law and contingent on the availability of funds, a competitive pay adjustment shall be provided to eligible full-time and part-time employees, as mandated.

#### **SECTION 3 4 - Performance Pay**

In accordance with the authority provided in the current Fiscal Year General Appropriations Act, and from existing agency resources, the Lottery is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

#### **SECTION 4 5 - Savings Sharing Program**

An employee or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

#### **SECTION 5 6 - Discretionary Raises**

In accordance with the authority provided in the current Fiscal Year General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

**For the Lottery:**

**For the FOPE:**

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J. Wes Gay  
Lottery’s Labor Negotiator

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Lucia Piva  
FOPE Chief Negotiator

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Date

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Date

## **Article 14 SENIORITY**

- 14.1 Seniority shall be defined as the total length of continuous service with the Lottery, beginning with the original date of hire. Continuous service is defined as employment without a break in service. A break in service due to a layoff is continuous service if the employee is re-employed by the State within twelve (12) calendar months from the date of separation. A break in service for resignation or reasons other than a layoff is continuous service if the employee returns to work within thirty-one (31) days from the last date worked prior to separation.
- 14.2 At least one (1) month, if possible, prior to any proposed reduction in workforce, furlough, layoff, abolishment of the Lottery, a division or job classification, the Lottery shall notify the Federation and the parties shall meet in order to explore alternatives.
- 14.3 The parties agree seniority will be a primary consideration as a factor in a reduction in force, layoff and recall.
- 14.4 Seniority within the organizational unit shall be considered, but is not controlling, to govern the use of regular compensatory time, annual and holiday leave, the choice of work shifts, routes, and the opportunity to work overtime. The parties agree that, when the Lottery determines to change an employee's work shift or route assignment, the employee's seniority shall be considered, but is not controlling, to retain the current work shift or route assignment. In the event employees have the same seniority date, then those employees' names shall be drawn by chance to determine the employee having the next applicable selection. Employees shall lose their seniority as a result of termination, retirement, or the unauthorized failure to return from military, family, medical, or any other type of leave defined in the Agreement or Lottery rules, whether such leave is compensated or not. "Unauthorized" means the failure to secure Lottery approval.



Article	Reopened	Lottery Proposal	FOPE Proposal
<p><b>ARTICLE 12 – Wages and Pay Plan</b></p>	<p><b>FOPE</b></p>	<p><b>That the Lottery’s authority to provide increases to base salary rates from available agency funds be in accordance with the current fiscal year General Appropriations Act.</b></p>	<p><b>All Sales Representatives’ base pay will increase by \$4,422.00. As a result, the new minimum salary for a Sales Representative position will be increased from \$35,577.60 to \$40,000.00.</b></p> <p><b>All other bargaining unit employees will receive a five percent (5%) increase to base pay.</b></p> <p><b>Approximate Cost: \$810,850.00</b></p>
<p><b>ARTICLE 14 – Seniority</b></p>	<p><b>FOPE</b></p>	<p><b>Status Quo</b></p>	<p><b>To make seniority the “primary consideration, subject only to operational needs” when making decisions or resolving issues such as those including, but not limited to, route assignments, opportunities for compensatory time and overtime, or potential layoff or reduction in force.</b></p>



Committee:

# **JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

Senator Avila, Alternating Chair  
Representative Smith, Alternating Chair

## **Meeting Packet Materials submitted by: Department of Management Services**

Tuesday, January 16, 2024  
4:00—6:00 p.m.  
*Pat Thomas Committee Room, 412 Knott Building*

Kathleen Passidomo  
President

January 9, 2024

Via Electronic Mail

The Florida Legislature  
Joint Select Committee on Collective Bargaining  
330 Knott Building

Re: Impasse of Collective Bargaining Negotiations for Fiscal Year 2024-2025 between the State of Florida and Bargaining Agents Representing State Employees

Dear Committee Members:

We have enclosed the materials requested by the Joint Select Committee on Collective Bargaining for its public hearing scheduled for January 16, 2024.

This year the State met with the bargaining agents (unions) representing the currently certified collective bargaining units in the State Personnel System (SPS) for reopener negotiations on three-year (2023-2026) successor agreements currently in place, and for successor negotiations on the one-year contract (expiring June 30, 2024) currently in place for one of the units.

The enclosed materials include an overview of the current SPS collective bargaining units, copies of the state's statutorily required notices to the Florida Legislature regarding status of negotiations, status sheets detailing the contract articles at impasse, the most recent state and union proposals for these contract articles, and the state's costing of the union's wage proposals for those units that did not tentatively agree to the State's wage proposal.

Thank you for the opportunity to present this information to the Committee. If you have questions or concerns, please contact me at 850-561-3503, or Maryellen McDonald, Assistant General Counsel for the Department of Management Services, at 850-487-1082.

Respectfully submitted,



Michael Mattimore  
Chief Labor Negotiator

MM/abg

Enclosures

January 9, 2024

*Via Electronic Mail*

The Honorable Kathleen Passidomo, President  
Florida Senate  
409 The Capitol

The Honorable Paul Renner, Speaker  
Florida House of Representatives  
420 The Capitol

Re: Collective Bargaining Impasse

Dear President Passidomo and Speaker Renner:

An impasse remains in the collective bargaining negotiations between the Governor and the State Personnel System collective bargaining units. In accordance with section 447.403(5), Florida Statutes, we have enclosed lists of the collective bargaining contract articles on which agreement was reached, as well as the ones on which agreement has not been reached as of the date of this letter. We are continuing to negotiate with the bargaining unit agents and will inform you if agreement is reached on any of the listed impasse articles.

If you have questions, please contact me at 850-561-3503, or Maryellen McDonald, Assistant General Counsel for the Department of Management Services, at 850-487-1082.

Sincerely,



Michael Mattimore  
Chief Labor Negotiator

MM/abg

Enclosures

cc: Donald J. Rubottom, Chair, Public Employees Relations Commission  
Chris Spencer, Director, Office of Policy and Budget, Executive Office of the Governor  
Pedro Allende, Secretary, Department of Management Services  
John Schrader, Chief of Staff, Department of Management Services  
Katie Parrish, Deputy Secretary, Workforce Operations, Department of Management Services  
Jeff Ivey, Deputy Chief of Staff/Director of Legislative Affairs, Department of Management Services  
Kristen Larson, General Counsel, Department of Management Services  
Sharon Larson, Director, State Human Resource Management, Department of Management Services  
Collective Bargaining Agent Representatives



# AFSCME Snapshot FY 2024-2025

## State of Florida and the American Federation of State, County and Municipal Employees (AFSCME)

Master Contract for the Following Units:  
Administrative and Clerical (Certification No. 542); Human Services (Certification No. 303); Operational Services (Certification No. 418);  
and Professional (Certification No. 377)

During last year's bargaining cycle for which Fiscal Year 2023-2024 outcomes were negotiated, the State and the Union tentatively agreed to a new three-year (2023-2026) successor master contract. However, the Union did not present the new successor master contract to unit members for ratification. Additionally, the Union has not communicated with the State nor engaged in negotiations since the onset of the current bargaining cycle for Fiscal Year 2024-2025 outcomes.

### **BACKGROUND**

Effective October 1, 2023, the public sector collective bargaining law (Chapter 447, Part II, Florida Statutes) requires employee organizations with less than sixty percent dues paying members in the bargaining unit to petition the Public Employees Relations Commission (PERC), within one month of filing its annual registration renewal application, for recertification as the exclusive bargaining agent for such unit(s).<sup>1</sup> In addition, section 447.305(6), F.S. requires that the certification of an employee organization that does not comply with this requirement be revoked.

On October 23, 2023, the Union filed its annual registration renewal application with PERC, pursuant to the new law. Having reviewed the information provided by the Union, on December 18, 2023, PERC issued individual orders for each of the units represented by AFSCME. These orders directed the Union to show cause by no later than January 5, 2024, why certifications for its four state units should not be revoked for failure to comply with section 447.305(6), F.S.

At this time the State awaits final orders from PERC regarding AFSCME's status as the certified bargaining agent for the four units listed above. In the event that AFSCME is decertified, there is no successor labor union to represent these bargaining units and the collective bargaining agreement (master contract) will have no force and effect. Consequently, there would be no pending impasse issues for the Legislature to resolve.

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<sup>1</sup> This requirement does not apply to units exempt pursuant to section 447.305(9), F.S., or for which a waiver has been granted under section 447.207(12), F.S.



## Snapshot of Articles Negotiated for FY 2024-2025

### **The State of Florida and the Florida Nurses Association Professional Health Care Unit 2024-2025 Collective Bargaining Reopener Negotiations**

#### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering 2023-2026. During reopener years, each party may open up to three articles, plus wages and insurance, for negotiations.

#### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024**

**The parties reached tentative agreement on status quo or updates to the following article(s):**

Article 2 – Vacant (Status Quo)

Article 23 – Hours of Work/Compensatory Time (Status Quo)

Article 26 – Differential Pay (Status Quo)

Article 27 – Insurance Benefits (Employee Premiums to Remain Unchanged)

**The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:**

Article 25 – Wages

#### **REFERENCE**

A copy of the current Professional Health Care Unit agreement can be found at the following link:

[FNA-Professional Health Care Unit - 2023-2026 Successor Agreement \(12-20-2023\)](#)



## Snapshot of Articles Negotiated for FY 2024-2025

### **The State of Florida and the Florida State Lodge Fraternal Order of Police Special Agent Unit Fiscal Year 2024-2025 Collective Bargaining Reopener Negotiations**

#### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering 2023-2026. During reopener years, each party may open up to three articles, plus wages and insurance, for negotiations.

#### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024**

**The parties reached tentative agreement on changes or updates to the following article(s):**

Article 27 – Insurance Benefits (Premiums To Remain Unchanged)

**The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:**

Article 23 – Workday, Workweek and Overtime

Article 25 - Wages

#### **REFERENCE**

A copy of the current Special Agent Unit agreement can be found at the following link:

[FOP-Special Agents Unit - 2023-2026 Successor Agreement \(12-20-2023\)](#)



## Snapshot of Articles Negotiated for FY 2024-2025

### The State of Florida and the Federation of Physicians and Dentists Selected Exempt Service (SES) Attorneys Unit 2024-2025 Collective Bargaining Reopener Negotiations

#### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering 2023-2026. During reopener years, each party may open up to three articles, plus wages and insurance, for negotiations.

#### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024:**

**The parties reached tentative agreement on changes or updates to the following articles:**

Article 19 – Insurance Benefits (Premiums To Remain Unchanged)

**The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:**

Article 18 – Wages

#### **REFERENCE**

A copy of the current Selected Exempt Service Attorneys Unit agreement can be found at the following link:

[SEAG SES- Attorneys Unit FY 2023-2026 Successor Agreement \(12-20-2023\)](#)





## Snapshot of Articles Negotiated for FY 2024-2025

### The State of Florida and the Federation of Physicians and Dentists Selected Exempt Service (SES) Physicians Unit 2024-2025 Collective Bargaining Reopener Negotiations

#### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering 2023-2026. During reopener years, each party may open up to three articles, plus wages and insurance, for negotiations.

#### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024:**

**The parties reached tentative agreement on changes or updates to the following articles:**

Article 19 – Insurance Benefits (Premiums To Remain Unchanged)

**The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:**

Article 18 – Wages

#### **REFERENCE**

A copy of the current Selected Exempt Service Physicians Unit agreement can be found at the following link:

[FPD SES- Physicians Unit FY 2023-2026 Successor Agreement \(12-20-2023\)](#)



## Snapshot of Articles Negotiated for FY 2024-2025

### **The State of Florida and the Federation of Physicians and Dentists Selected Exempt Service (SES) Supervisory Non-Professional Unit 2024-2025 Collective Bargaining Reopener Negotiations**

#### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering 2023-2026. During reopener years, each party may open up to three articles, plus wages and insurance, for negotiations.

#### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024:**

**The parties reached tentative agreement on changes or updates to the following articles:**

Article 27 – Insurance Benefits (Premiums To Remain Unchanged)

**The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:**

Article 25 – Wages

#### **REFERENCE**

A copy of the current Selected Exempt Service Supervisory Unit agreement can be found at the following link:

[FPD - SES- Supervisory Non-Professional Unit FY 2023-2026 Successor Agreement \(12-20-2023\)](#)



# Snapshot of Articles Negotiated for FY 2024-2025

## The State of Florida and the Florida State Fire Service Association Fire Service Unit Fiscal Year 2024-2025 Collective Bargaining Successor Negotiations

### **BACKGROUND**

During last year's collective bargaining cycle in which 2023-2024 outcomes were negotiated, the State and the Union tentatively agreed to a new three-year (2023-2026) successor agreement. However, the Unit members voted not to ratify this agreement. Consequently, and because the most recent collective bargaining agreement between the State and the Fire Service Unit-FSFSA had expired, the State and the Union are currently operating under a status quo agreement. This status quo agreement is memorialized for the most part in the provisions of the Fiscal Year 2022-2023 Reopener Agreement, with the exception of impasse Articles 25, 27 and 29 which the Legislature resolved through the 2023 General Appropriations Act and Chapter 2023-241, Laws of Florida. For Fiscal Year 2024-2025, all articles are open for negotiations.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024:**

The parties are at statutory impasse on the entire agreement; however, the parties continue to collectively bargain and hope to obtain agreement.

### **REFERENCE**

A copy of the current Fire Service Unit "Status Quo" agreement can be found at the following links:

[FSFSA – Fire Service Unit FY 2022-2023 Reopener Agreement](#)

[FSFSA-Fire Service Unit FY 2023-2024 Provisions](#)



## Snapshot of Articles Negotiated for FY 2024-2025

### **The State of Florida and the Florida Police Benevolent Association Florida Highway Patrol Unit Fiscal Year 2024-2025 Collective Bargaining Reopener Negotiations**

#### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering 2023-2026. During reopener years, each party may open up to three articles, plus wages and insurance, for negotiations.

#### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024:**

**The parties reached tentative agreement on changes or updates to the following articles:**

None

**The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:**

Article 15 – Seniority  
Article 16 – Employment Outside State Government  
Article 25 – Wages  
Article 27 – Insurance Benefits

#### **REFERENCE**

A copy of the current Florida Highway Patrol Unit agreement can be found at the following link:

**[PBA-Florida Highway Patrol 2023-2026 Successor Agreement \(12-20-2023\)](#)**



# Snapshot of Articles Negotiated for FY 2024-2025

## The State of Florida and the Florida Police Benevolent Association Law Enforcement Unit 2024-2025 Collective Bargaining Reopener Negotiations

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering 2023-2026. During reopener years, each party may open up to three articles, plus wages and insurance, for negotiations.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024:**

**The parties reached tentative agreement on status quo for the following articles:**

Article 21 – Compensation For Temporary Special Duty In Higher Level Position (Status Quo)  
Article 28 – Travel Expenses (Status Quo)

**The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:**

Article 25 – Wages  
Article 27 – Insurance Benefits

### **REFERENCE**

A copy of the current Law Enforcement Unit agreement can be found at the following link:

[PBA-Law Enforcement Unit FY 2023-2026 Successor Agreement \(12-20-2023\)](#)



# Snapshot of Articles Negotiated for FY 2024-2025

## The State of Florida and the Florida Police Benevolent Association Security Services Unit Fiscal Year 2024-2025 Collective Bargaining Reopener Negotiations

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering 2023-2026. During reopener years, each party may open up to three articles, plus wages and insurance, for negotiations.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024:**

**The parties reached tentative agreement on changes or updates to the following articles:**

Article 27 – Insurance Benefits (Premiums To Remain Unchanged)

**The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:**

Article 25 – Wages

### **REFERENCE**

A copy of the current Security Services Unit agreement can be found at the following link:

[PBA-Security Services Unit 2023-2026 Successor Agreement \(12-20-2023\)](#)



4050 Esplanade Way  
Tallahassee, FL 32399-0950

**Ron DeSantis, Governor**  
Pedro Allende, Secretary

December 5, 2023

Via Electronic Mail

The Honorable Kathleen Passidomo, President  
Florida Senate  
409 The Capitol

The Honorable Paul Renner, Speaker  
Florida House of Representatives  
420 The Capitol

Re: Notification of Statutory Collective Bargaining Impasse

Dear President Passidomo and Speaker Renner:

An impasse has occurred pursuant to section 216.163(6), Florida Statutes, in the negotiations between the Governor and the employee organizations representing the certified collective bargaining units in the State Personnel System. We will continue to negotiate in the coming weeks in an effort to reach agreement on as many unresolved issues as possible and will submit information regarding those issues we cannot resolve no later than January 9, 2024, pursuant to section 447.403(5), Florida Statutes.

If you have questions or concerns, please contact me at 850-561-3503 or Maryellen McDonald, Assistant General Counsel for the Department of Management Services, at 850-414-7646.

Sincerely,

Michael Mattimore  
Chief Labor Negotiator

MM/ag

cc: Donald J. Rubottom, Chair, Public Employees Relations Commission  
Chris Spencer, Director, Office of Policy and Budget, Executive Office of the Governor  
Pedro Allende, Secretary, Department of Management Services  
John Schrader, Chief of Staff, Department of Management Services  
Katie Parrish, Deputy Secretary, Workforce Operations, Department of Management Services  
Jeff Ivey, Deputy Chief of Staff/Director of Legislative Affairs, Department of Management Services  
Kristen Larson, General Counsel, Department of Management Services  
Sharon Larson, Director, State Human Resource Management, Department of Management Services  
Collective Bargaining Agent Representatives

SECTION 8. EMPLOYEE COMPENSATION AND BENEFITS - FISCAL YEAR 2024-2025

This section provides instructions for implementing the Fiscal Year 2024-2025 salary and benefit adjustments provided in this act. All allocations, distributions, and uses of these funds are to be made in strict accordance with the provisions of this act and chapter 216, Florida Statutes.

Unless otherwise specified in this section, references to an "eligible" employee refer to an employee who is, at a minimum, meeting his or her required performance standards, if applicable. If an ineligible employee achieves performance standards subsequent to the salary implementation date, but on or before the end of the fiscal year, the employee may receive the increase; however, the increase shall be effective on the date the employee becomes eligible but not retroactively. In addition, any salary increase or bonus provided under this section shall be pro-rated based on the full-time equivalency of the employee's position. Employees classified as other personal services employees are not eligible for an increase.

The Legislature intends that all eligible employees receive the increases specified in this section, even if the implementation of such increases results in an employee's salary exceeding the adjusted pay grade maximum.

(1) EMPLOYEE AND OFFICER COMPENSATION

Effective July 1, 2024, the elected officers, members of commissions, and designated employees shall be paid at the annual rate listed below; however, these salaries may be reduced on a voluntary basis.

Governor.....	141,400
Lieutenant Governor.....	135,516
Chief Financial Officer.....	139,988
Attorney General.....	139,988
Commissioner of Agriculture.....	139,988
Supreme Court Justice.....	251,414
Judges - District Courts of Appeal.....	212,562
Judges - Circuit Courts.....	191,163
Judges - County Courts.....	180,616
Judges of Compensation Claims.....	172,000
State Attorneys.....	212,562
Public Defenders.....	212,562
Commissioner - Public Service Commission.....	150,480
Commissioner - Florida Gaming Control Commission.....	150,480
Public Employees Relations Commission Chair.....	111,449
Public Employees Relations Commission Commissioners.....	52,838
Commission on Offender Review Chair.....	141,750
Commission on Offender Review Commissioners.....	131,250
Criminal Conflict and Civil Regional Counsels.....	136,810

None of the officers, commission members, or employees whose salaries have been fixed in this section shall receive any supplemental salary or benefits from any county or municipality.

(2) SPECIAL PAY ISSUES

(a) Agency Discretionary Pay Plans

1. The Executive Office of the Governor's Office of Policy and Budget shall calculate the average amount of unexpended salaries and benefits for Fiscal Years 2021-2022, 2022-2023, and 2023-2024 as of June 30, 2024, and submit the calculated amount to the chair of the Senate Committee on Appropriations and the chair of the House of Representatives Appropriations Committee by July 15, 2024. By August 1, 2024, the Office of Policy and Budget shall submit the proposed allocation of the calculated amount by agency, with the appropriate fund source and salary rate, for agencies to grant special pay adjustments to address pay plan compression, recruitment, and retention issues for eligible employees or cohorts of employees to the President of the Senate and the Speaker of the House of Representatives for approval.

2. Each state agency may submit a plan for implementation of the special pay adjustments, which shall include at a minimum, the position number for each employee receiving a pay adjustment, the associated class code and class title, the base rate of pay prior to the special pay adjustment, the new base rate of pay after the special pay adjustment, the associated benefits, total budget allocated for each position and



the fund source to be used. Plans must include the total budget and associated salary rate allocated for both Fiscal Year 2024-2025 (9 months), and the full year amount. Plans must be submitted by September 1, 2024, to the Governor's Office of Policy and Budget, the chair of the Senate Committee on Appropriations, and the chair of the House of Representatives Appropriations Committee. Upon approval of submitted pay plans, and notwithstanding chapter 216, Florida Statutes, agencies are authorized to submit budget amendments to the Legislative Budget Commission for an appropriation not to exceed the agency's approved allocation. Following approval by the Legislative Budget Commission, agency discretionary pay plans are effective October 1, 2024.

(b) Department of Corrections

1. From the funds provided in Specific Appropriations 629, 671, and 2120 \$19,030,000 in recurring and \$19,030,000 in nonrecurring funds from the General Revenue Fund are provided for the Department of Corrections to grant a one-time \$5,000 hiring and retention bonus for correctional officers at 16 targeted high vacancy correctional facilities within the Department of Corrections. The funds shall be placed in reserve. The department is authorized to submit budget amendments requesting release of these funds pursuant to the provisions of chapter 216, Florida Statutes. Release of the funds is contingent upon the approval of a detailed spend plan identifying vacancy rates, turnover rates, and the number of correctional officers receiving the bonus.

2. Effective July 1, 2024, from the funds in Specific Appropriation 2120, \$3,640,603 from the General Revenue Fund is provided for the Department of Corrections to grant a special pay adjustment to the annual base rate of pay for a retention pay plan for correctional officers, correctional probation officers, and inspectors as follows:

\$1,000 special pay adjustment for each employee with at least two years but less than three years of combined continuous service in one or more of the position classification codes listed below.

\$500 special pay adjustment for each employee with at least five years but less than six years of combined continuous service in one or more of the position classification codes listed below.

\$1,000 special pay adjustment for each employee with at least eight years but less than nine years of combined continuous service in one or more of the position classification codes listed below.

For purposes of retention pay plan implementation, the term "correctional officer" means an employee of the Department of Corrections in the following classification codes: Correctional Officer (8003); Correctional Officer Sergeant (8005); Correctional Officer Lieutenant (8011); Correctional Officer Captain (8013); Correctional Officer Major (8015); and Correctional Officer Colonel (8017). For purposes of retention pay plan implementation, the term "correctional probation officer" means an employee of the Department of Corrections in the following classification codes: Correctional Probation Officer (8036); Correctional Probation Senior Officer (8039); Correctional Probation Specialist (8040); Correctional Probation Supervisor (8045); and Correctional Probation Senior Supervisor (8046). For purposes of retention pay plan implementation, the term "inspector" means an employee of the Department of Corrections in the following classification codes: Inspector-DC (8026); Senior Inspector-DC (8028); and Inspector Supervisor-DC (8029).

3. Effective July 1, 2024, from the funds in Specific Appropriation 706, \$5,849,817 in recurring funds from the General Revenue Fund is provided for maintenance staff in correctional facilities. For purposes of the maintenance pay increase implementation, the term "maintenance staff" means an employee of the Department of Corrections in the following classification codes:

Engineering Technician IV (4612); Construction Projects Consultant I (4691); Construction Projects Consultant II (4692); Maintenance & Construction Superintendent (6387); Plumber (6441); Master Electrician (6446); Senior Refrigeration Mechanic (6454); Maintenance Mechanic - F/C (6469); Senior Maintenance Mechanic (6542); General Services Specialist (0839); and Electronic Technician II (7234).

4. From the funds in Specific Appropriations 629, 644, 658, and 671, \$7,449,746 in recurring funds from the General Revenue Fund is provided for classification staff pay increases, effective July 1, 2024.

For purposes of the classification staff pay increase implementation, the term "classification staff" means an employee of the Department of Corrections in the following classification codes: Senior Clerk - F/C (0006); Correctional Sentence Technician - F/C (8070); Correctional Sentence Specialist (8073); Classification Officer (8051); Sr. Classification Officer (8052); Correctional Services Asst Admin - SES (8055); Correction Probation Sr. Officer - Institutions (8041); and Government Analyst I (2224).

(3) BENEFITS: HEALTH, LIFE, AND DISABILITY INSURANCE

(a) State Life Insurance and State Disability Insurance

Funds are provided in each agency's budget to continue paying the state share of the current State Life Insurance Program and the State Disability Insurance Program premiums.

(b) State Health Insurance Administrative Health Insurance Assessment

Funds are provided in each agency's budget to pay an administrative health insurance assessment equal to the employer's cost of single employee health care coverage for each vacant position eligible for coverage through the Division of State Group Insurance.

(c) State Health Insurance Plans and Benefits

1. For the period July 1, 2024, through June 30, 2025, the Department of Management Services shall continue within the State Group Insurance Program State Group Health Insurance Standard Plans, State Group Health Insurance High Deductible Plans, State Group Health Maintenance Organization Standard Plans, and State Group Health Maintenance Organization High Deductible Plans.

2. For the period July 1, 2024, through June 30, 2025, the benefits provided under each of the plans shall be those benefits as provided in the current State Employees' PPO Plan Group Health Insurance Plan Booklet and Benefit Document, and current Health Maintenance Organization contracts and benefit documents, including any revisions to such health benefits approved by the Legislature.

3. Effective July 1, 2024, the state health insurance plans, as defined in subsection (3)(c), shall limit plan participant cost sharing (deductibles, coinsurance, and copayments) for covered in-network medical services, the amount of which shall not exceed the annual cost sharing limitations for individual coverage or for family coverage as provided by the U.S. Department of Health and Human Services pursuant to the provisions of the federal Patient Protection and Affordable Care Act of 2010 and the Internal Revenue Code. Medical and prescription drug cost sharing amounts incurred by a plan participant for covered in-network service shall be aggregated to record the participant's total amount of plan cost sharing limitations. The plan shall pay 100 percent of covered in-network services for a plan participant during the applicable calendar year once the federal cost share limitations are reached.

4. Effective July 1, 2024, a participant has the option to receive a covered immunization from a participating provider pursuant to a participant's current State Employees' PPO Plan Group Health Insurance Plan Booklet and Benefit Document, a participating provider pursuant to a participant's current Health Maintenance Organization contract and benefits document, or a participating pharmacy in the State Employees' pharmacy benefit manager's network.

5. The high deductible health plans shall continue to include an integrated Health Savings Account (HSA). Such plans and accounts shall be administered in accordance with the requirements and limitations of federal provisions related to the Medicare Prescription Drug Improvement and Modernization Act of 2003. The state shall make a monthly contribution to the employee's health savings account, as authorized in section 110.123(12), Florida Statutes, of \$41.66 for employees with individual coverage and \$83.33 for employees with family coverage.

6.a. The Department of Management Services shall provide coverage within the PPO plan and the HMO plans for treatment and management of obesity and related conditions during the 2025 plan year.

b. The participation will be limited to 2,500 members. The department shall establish criteria, which shall include, but not be limited to:

- i. Members of the PPO plan or HMO plan during the 2024 and 2025 plan year;
- ii. Consent to provide personal and medical information to the department; and
- iii. Referral and supervision of a physician participating in the PPO and HMO networks during the 2024 plan year.

c. Members participating in the program will be responsible for all applicable copayments, coinsurance, deductibles, and other out-of-pocket expenses. The program will provide coverage for all Federal Drug Administration approved medications for chronic weight management for patients.

(d) State Group Health Insurance Premiums for the Period July 1, 2024, through June 30, 2025.

Funds are provided in each state agency and state university's budget to pay the state share of the State Group Health Insurance premiums for the fiscal year. The agencies shall pay the specified premiums on behalf of employees who have enhanced benefits, including those employees participating in the Spouse Program in accordance with section 60P-2.0036, Florida Administrative Code, and those employees filling positions with "agency pay-all" benefits.

1. For the coverage period beginning August 1, 2024, the state share of the State Group Health Insurance premiums per month for the executive, legislative, and judicial branch agencies shall be as follows:

- a. Standard Plan or High Deductible Plan - Individual - \$763.46
- b. Standard Plan or High Deductible Plan - Family - \$1,651.08
- c. Standard Plan for an employee with enhanced benefits, excluding the Spouse Program - Individual - \$805.12
- d. Standard Plan for an employee with enhanced benefits, excluding the Spouse Program - Family - \$1,801.08
- e. Standard Plan for each employee participating in the Spouse Program - Family - \$900.54
- f. High Deductible Plan for an employee with enhanced benefits, excluding the Spouse Program - Individual - \$770.12
- g. High Deductible Plan for an employee with enhanced benefits, excluding the Spouse Program - Family - \$1,685.38
- h. High Deductible Plan for each employee participating in the Spouse Program - Family - \$842.70

2. For the coverage period beginning August 1, 2024, the employee share of the State Group Health Insurance premiums per month shall be as follows:

- a. Standard Plan - Individual - \$50.00
- b. Standard Plan - Family - \$180.00
- c. High Deductible Plan - Individual - \$15.00
- d. High Deductible Plan - Family - \$64.30
- e. Standard Plan or High Deductible Plan for an employee filling a position with "agency payall" benefits - Individual - \$8.34
- f. Standard Plan or High Deductible Plan for an employee filling a position with "agency payall" benefits - Family - \$30.00
- g. Standard Plan or High Deductible Plan for each employee participating in the Spouse Program - \$15.00

3. For the coverage period beginning August 1, 2024, the monthly premium for a Medicare participant participating in the State Group Health Insurance program shall be as follows:

- a. Standard Plan - One Eligible - \$430.18

- b. Standard Plan - One Under/One Over - \$1,243.63
  - c. Standard Plan - Both Eligible - \$860.35
  - d. High Deductible Plan - One Eligible - \$324.26
  - e. High Deductible Plan - One Under/One Over - \$1,061.06
  - f. High Deductible Plan - Both Eligible - \$648.52
  - g. The monthly premium for a Medicare participant enrolled in a Health Maintenance Organization Standard Plan or High Deductible Health Plan or a Medicare Advantage Plan shall be equal to the negotiated monthly premium for the selected state-contracted Health Maintenance Organization or selected state-contracted plan.
4. For the coverage period beginning August 1, 2024, the monthly premium for an "early retiree" participating in the State Group Health Insurance program shall be as follows:
- a. High Deductible Plan - Individual - \$736.80
  - b. High Deductible Plan - Family - \$1,632.05
  - c. The monthly premium for an "early retiree" participating in the Standard Plan shall be equal to 100 percent of the total premium charged (state and employee contributions) for an active employee participating in the Standard Plan with the same coverage.
5. For the coverage period beginning August 1, 2024, a COBRA participant participating in the State Group Health Insurance program shall continue to pay a premium equal to 102 percent of the total premium charged (state and employee contributions) for an active employee participating in the same plan option.
- (e) The State Employees' Prescription Drug Program shall be governed by the provisions of section 110.12315, Florida Statutes. Under the State Employees' Prescription Drug Program, the following shall apply:
- 1. Effective July 1, 2024, for the purpose of encouraging an individual to change from brand name drugs to generic drugs, the department may continue to waive co-payments for a six month supply of a generic statin or a generic proton pump inhibitor.
  - 2. The State Employees' Prescription Drug Program shall provide coverage for smoking cessation prescription drugs; however, members shall be responsible for appropriate co-payments and deductibles when applicable.
- (4) OTHER BENEFITS
- (a) The following items shall be implemented in accordance with the provisions of this act and with the applicable negotiated collective bargaining agreement:
- 1. The state shall provide up to six (6) credit hours of tuition-free courses per term at a state university or Florida College System institution to full-time employees on a space available basis as authorized by law.
  - 2. The state shall continue to reimburse, at current levels, for replacement of personal property.
  - 3. Each agency, at the discretion of the agency head, may expend funds provided in this act for bar dues and for legal education courses for employees who are required to be a member of the Florida Bar as a condition of employment.
  - 4. The state shall continue to provide, at current levels, clothing allowances and uniform maintenance and shoe allowances.
- (b) All state branches, departments, and agencies which have established or approved personnel policies for the payment of accumulated and unused annual leave, shall not provide payment which exceeds a maximum of 480 hours of actual payment to each employee for accumulated and unused annual leave.
- (c) Upon termination of employees in the Senior Management Service, Selected Exempt Service, or positions with comparable benefits, payments for unused annual leave credits accrued on the member's last anniversary

date shall be prorated at 1/12th of the last annual amount credited for each month, or portion thereof, worked subsequent to the member's last anniversary date.

(5) PAY ADDITIVES AND OTHER INCENTIVE PROGRAMS

The following pay additives and other incentive programs are authorized for the 2024-2025 fiscal year from existing agency resources consistent with provisions of sections 110.2035 and 216.251, Florida Statutes, the applicable rules promulgated by the Department of Management Services and negotiated collective bargaining agreements.

(a) Each agency is authorized to continue to pay, at the levels in effect on June 30, 2007, on-call fees and shift differentials as necessary to perform normal operations of the agency.

(b) Each agency that had a training program in existence on June 30, 2006, which included granting pay additives to participating employees, is authorized to continue such training program for the 2024-2025 fiscal year. Such additives shall be granted under the provisions of the law administrative rules, and collective bargaining agreements.

(c) Each agency is authorized to continue to grant temporary special duties pay additives to employees assigned additional duties as a result of another employee being absent from work pursuant to the Family Medical Leave Act or authorized military leave. The notification process described in section 110.2035(7)(d), Florida Statutes, does not apply to additives authorized in this paragraph.

(d) Each agency is authorized to grant merit pay increases based on the employee's exemplary performance as evidenced by a performance evaluation conducted pursuant to chapter 60L-35, Florida Administrative Code, or a similar performance evaluation applicable to other pay plans. The Chief Justice may exempt judicial branch employees from the performance evaluation requirements of this paragraph.

(e) Contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to continue to grant temporary special duties pay additives, of up to 15 percent of the employee's base rate of pay, to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

(f) The Fish and Wildlife Conservation Commission is authorized to continue to grant temporary special duty pay additives to law enforcement officers who perform additional duties as K-9 handlers, regional recruiters/media coordinators, and breath test operators/inspectors, and may grant temporary special duty pay additives to law enforcement officers who perform additional duties as offshore patrol vessel crew members, special operations group members, and long-term covert investigations.

(g) The Fish and Wildlife Conservation Commission is authorized to grant critical market pay additives to employees residing in and assigned to Lee County, Collier County, Monroe County, Broward County, or Miami-Dade County, at the levels that the employing agency granted salary increases for similar purposes prior to July 1, 2006. These pay additives shall be granted only during the time in which the employee resides in, and is assigned duties within, these counties. In no instance may the employee receive an adjustment to the employee's base rate of pay and a critical market pay additive based on the employee residing in and being assigned in the specified counties.

(h) The Fish and Wildlife Conservation Commission may provide a duty officer shift differential pay additive of 10 percent and a midnight shift differential of 15 percent to duty officers who are assigned to work those respective shifts.

(i) The Department of Highway Safety and Motor Vehicles is authorized to grant critical market pay additives to sworn law enforcement officers residing in and assigned to:

1. Lee County, Collier County, or Monroe County, at the levels that the employing agency granted salary increases for similar purposes prior to July 1, 2006;

2. Hillsborough, Orange, Pinellas, Duval, Marion, and Escambia counties at \$5,000, or, in lieu thereof, an equivalent salary adjustment that was made during Fiscal Year 2015-2016;

3. Alachua, Baker, Brevard, Clay, Charlotte, Flagler, Indian River, Manatee, Martin, Nassau, Osceola, Pasco, Sarasota, Santa Rosa, Seminole, St. Johns, St. Lucie, and Volusia counties at \$5,000.

These critical market pay additives and equivalent salary adjustments may be granted only during the time in which the employee resides in, and is assigned to duties within, those counties. In no instance may the employee receive an adjustment to the employee's base rate of pay and a critical market pay additive based on the employee residing in and being assigned in the specified counties.

(j) The Department of Highway Safety and Motor Vehicles may grant special duties pay additives of \$2,000 for law enforcement officers who perform additional duties as K-9 handlers; felony officers; criminal interdiction officers; criminal investigation and intelligence officers; new recruit background checks and training, and technical support officers; drug recognition experts; hazardous material squad members; compliance investigation squad members; motorcycle squad members; Quick Response Force Team; Honor Guard; or Florida Advanced Investigation and Reconstruction Teams.

(k) The Department of Highway Safety and Motor Vehicles may provide a critical market pay additive of \$1,300 to non-sworn Florida Highway Patrol personnel working and residing in Miami-Dade and Broward counties for class codes 0108, 2236, 6466, 0162, 0045, 3142, and 0004. These critical market pay additives shall be granted only during the time in which the employee resides in, and is assigned to duties within, these counties.

(l) The Department of Highway Safety and Motor Vehicles is authorized to grant a critical market pay additive of \$5,000 per year to non-sworn Florida Highway Patrol personnel for class codes 8407, 8410, 8417, and 8513 working and residing in the following counties: Duval, Nassau, Baker, Clay, St. Johns, Hillsborough, Polk, Pinellas, Manatee, Pasco, Lee, Charlotte, Glades, Hendry, Collier, Miami-Dade, Monroe, Palm Beach, Martin, Broward, Seminole, Orange, Lake, Osceola, and Brevard. This additive shall be granted only during the time in which the employee resides in, and is assigned to duties within, these counties.

(m) The Department of Highway Safety and Motor Vehicles is authorized to grant a critical market pay additive of \$5,000 per year to Motorist Services personnel for class codes 9000 and 9002 working and residing in Miami-Dade and Broward counties. This additive shall be granted only during the time in which the employee resides in and is assigned to duties within those counties. In addition, Motorist Services personnel for class code 9018 with the working class title of Community Outreach Specialist shall also receive a \$5,000 critical market pay additive per year.

(n) The Department of Highway Safety and Motor Vehicles is authorized to continue to grant a pay additive of \$162.50 per pay period for law enforcement officers assigned to the Office of Motor Carrier Compliance who maintain certification by the Commercial Vehicle Safety Alliance.

(o) The Department of Transportation is authorized to continue its training program for employees in the areas of transportation engineering, right-of-way acquisition, relocation benefits administration, right-of-way property management, real estate appraisal, and business valuation under the same guidelines established for the training program prior to June 30, 2006.

(p) The Department of Transportation is authorized to grant a pay additive of \$2.00 per hour for incident management services performed for critical coverage areas on the state highway system during nonstandard work hours, including nights and weekends.

(q) The Department of Corrections may continue to grant hazardous duty pay additives, as necessary, for those employees assigned to the Department of Corrections institutions' Rapid Response Teams (including the baton, shotgun, and chemical agent teams) and the Correctional Emergency Response Teams.

(r) The Department of Corrections is authorized to grant a critical market pay additive of \$105.38 per pay period to employees residing in and assigned to Broward, Martin, Miami-Dade, Monroe, Okeechobee, Palm Beach, St. Lucie, Indian River, Charlotte, Lee, Glades, Hendry, and Collier counties. These pay additives shall be granted only during the

time in which the employee resides in, and is assigned duties within, these counties.

(s) The Department of Children and Families may grant a temporary special duties pay additive of five percent of the employee's base rate of pay to:

1. All employees in the Human Services Worker I, Human Services Worker II, and Unit Treatment and Rehabilitation Specialist classes who work within the 13-1E, 13-1W, 32N, or 32S living areas at the Northeast Florida State Hospital. Such additive may be awarded only during the time the employees work within those living areas at the Northeast Florida State Hospital.

2. All employees in the Human Services Worker I, Human Services Worker II, and Unit Treatment and Rehabilitation Specialist classes who work within the Specialty Care Unit or Medical Services Unit at the Florida State Hospital. Such additive may be awarded only during the time those employees work within the Specialty Care Unit or Medical Services Unit at the Florida State Hospital.

3. All employees in Child Protective Investigator and Senior Child Protective Investigator classes who work in a weekend unit. Such additive may be awarded only during the time such employees work in a weekend unit.

4. All Adult Registry Counselors who work in a weekend unit at the Abuse Hotline. Such additive may be awarded only during the time such employees work in a weekend unit.

(t) The Department of Health may, subject to the availability of funds, grant a one-time hiring bonus of up to \$2,500 to new employees hired into a hard-to-fill job classification as specified in the department's Personnel and Human Resource Management, Pay and Salary Adjustments internal policy. The employee will receive half of the determined bonus after the completion of three months of continuous service with the department. The employee will receive the remaining half of the determined bonus after one year of continuous service and the completion of all required certifications, if applicable. Current employees and former employees who have had a break in service with the Department of Health of 31 days or less are not eligible for this bonus.

(u) The Department of Health is authorized to grant a critical market pay additive of up to \$5,000 per year to Career Service personnel working and residing in Miami-Dade, Broward, and Palm Beach counties. This critical market pay additive shall be granted only during the time in which the employee resides in and is assigned to duties within those counties.

(v) The Department of Health may, subject to the availability of budget authority, salary rate, and grant funding, provide salary increases for a cohort of positions sharing the same job classification or job occupations in the Division of Disability Determination if authorized by Social Security Administration.

(w) The Department of Lottery is authorized to provide a critical market pay (CMP) additive of \$1,300 to Lottery personnel working in the following district offices: Hillsborough, Lee, Palm Beach and Miami-Dade. These critical market pay additives shall be granted only during the time the employee is assigned duties within those areas.

(x) The Department of Financial Services may grant temporary special duty pay additives of \$2,000 for law enforcement officers who perform additional duties as K-9 handlers.

(6) COLLECTIVE BARGAINING

All collective bargaining issues at impasse between the State of Florida and AFSCME Council 79, the Federation of Public Employees, the Federation of Physicians and Dentists, the Florida Fire Service Association, the Police Benevolent Association, the Florida Nurses Association, and the Florida State Lodge Fraternal Order of Police related to wages, insurance benefits, and other economic issues shall be resolved pursuant to Item "(1) EMPLOYEE AND OFFICER COMPENSATION," Item "(2) SPECIAL PAY ISSUES," Item "(3) BENEFITS: HEALTH, LIFE, AND DISABILITY INSURANCE," Item "(4) OTHER BENEFITS," and Item "(5) PAY ADDITIVE AND OTHER INCENTIVE PROGRAMS," and other legislation enacted to implement this act.

SECTION 9. There is hereby appropriated for Fiscal Year 2023-2024,



# Overview of State Personnel System Collective Bargaining Units

Chapter 447, Florida Statutes, designates the Governor as the “public employer” with respect to collective bargaining with State Personnel System (SPS) employees. There are currently thirteen collective bargaining units certified by the Public Employees Relations Commission for SPS employees. The numbers of positions in each of the units listed below are as of January 7, 2024.

## **Units Currently under a Master Contract with the American Federation of State, County, and Municipal Employees (AFSCME) Council 79.**

**Administrative and Clerical Unit** – Includes positions in the Career Service involved in keeping or examining records and accounts, or general office work. All state agencies have positions in this unit. There are currently 11,812 positions allocated to this unit.

**Human Services Unit** – Includes positions in the Career Service involved in human or institutional services. The Departments of Corrections, Children and Families, Commerce, Education, Health, Juvenile Justice, Military Affairs, Veterans’ Affairs; the Agency for Persons with Disabilities; and the School for the Deaf and the Blind have positions in this unit. There are currently 5,377 positions allocated to this unit.

**Operational Services Unit** – Includes positions in the Career Service primarily involved in the work of laborers and artisans, as well as technicians, mechanics, operators, and general services. All state agencies except the Agency for Health Care Administration; the Florida Commission on Offender Review; the Public Service Commission; the Departments of Legal Affairs, and Elder Affairs have positions in this unit. There are currently 2,784 positions allocated to this unit.

**Professional Unit** – Includes non-health care professional positions in the Career Service involved in work that requires the consistent exercise of discretion and judgment in its performance. Work is predominately intellectual and varied in character and requires knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study. All state agencies have positions in this unit. There are currently 33,326 positions allocated to this unit.

## **Attorneys Unit - Represented by the Federation of Physicians and Dentists (FPD)**

Includes attorney and senior attorney positions in the Selected Exempt Service that are not supervisory, or designated confidential or managerial, and that require position incumbents, as a condition of employment, to be members of the Florida Bar. All agencies except the Departments of Citrus, Veterans’ Affairs; and the School for the Deaf and the Blind have positions in this unit. There are currently 863 positions allocated to this unit.





# Overview of State Personnel System Collective Bargaining Units

## **Physicians Unit - Represented by FPD**

Includes physician and senior physician positions in the Selected Exempt Service. The Agency for Persons with Disabilities; and the Departments of Corrections, Children and Families, Education, Health, and Juvenile Justice have positions in this unit. There are currently 135 positions allocated to this unit.

## **Supervisory Non-Professional Unit - Represented by FPD**

Includes non-professional supervisory employees in the Selected Exempt Service. All state agencies except the Florida Commission on Offender Review have positions in this unit. There are currently 891 positions allocated to this unit.

## **Professional Health Care Unit – Represented by the Florida Nurses Association**

Includes professional positions in the Career Service engaged in direct health care activities. The Agency for Health Care Administration; the Agency for Persons with Disabilities; the Departments of Business and Professional Regulation, Corrections, Children and Families, Elder Affairs, Financial Services, Health, Juvenile Justice, Military Affairs, Veterans' Affairs; and the School for the Deaf and the Blind have positions in this unit. There are currently 2,906 positions allocated to this unit.

## **Fire Service Unit- Represented by the Florida State Fire Service Association**

Includes uniformed firefighter, supervisor, and other specified positions in the Career Service involved in fire prevention, fire suppression, and fire training and instruction. The Agency for Health Care Administration, and the Departments of Agriculture and Consumer Services, Children and Families, Financial Services, and Military Affairs have positions in this unit. There are currently 604 positions allocated to this unit.

## **Special Agent Unit – Represented by the Florida State Lodge Fraternal Order of Police, Inc.**

Includes Career Service professional, sworn law enforcement investigator positions in the Florida Department of Law Enforcement, conducting criminal investigations of suspected law violations primarily connected with organized crime, and/or providing other specialized law enforcement services, including protective services and the investigation of other law enforcement officers. There are currently 327 positions allocated to this unit.



# Overview of State Personnel System Collective Bargaining Units

## **Law Enforcement Unit – Represented by the Police Benevolent Association (PBA)**

Includes Career Service sworn law enforcement officer positions and sworn supervisor positions in law enforcement agencies except the Department of Highway Safety and Motor Vehicles. The Departments of Agriculture and Consumer Services, Business and Professional Regulation, Environmental Protection, Financial Services, Law Enforcement, Legal Affairs; the Fish and Wildlife Conservation Commission; the Florida Gaming Commission; and the Florida School for the Deaf and the Blind have positions in this unit. There are currently 1,452 positions allocated to this unit.

## **Florida Highway Patrol Unit – Represented by the PBA**

Includes Career Service sworn law enforcement officer positions and first line sworn supervisor positions in the Department of Highway Safety and Motor Vehicles. There are currently 1,796 positions allocated to this unit.

## **Security Services Unit – Represented by the PBA**

Includes Career Service correctional officer positions up to the captain level and Career Service probation officer positions up to the senior supervisor level in the Department of Corrections; and Career Service institutional security positions up to the shift supervisor level in the Agency for Persons with Disabilities and the Department of Children and Families, primarily involved in the direct care, custody, and control of persons involuntarily confined to state institutions or facilities; or the supervised custody, surveillance, and control of assigned probationers and parolees. There are currently 19,135 positions allocated to this unit.



# AFSCME Snapshot FY 2024-2025

## State of Florida and the American Federation of State, County and Municipal Employees (AFSCME)

Master Contract for the Following Units:  
Administrative and Clerical (Certification No. 542); Human Services (Certification No. 303); Operational Services (Certification No. 418);  
and Professional (Certification No. 377)

During last year's bargaining cycle for which Fiscal Year 2023-2024 outcomes were negotiated, the State and the Union tentatively agreed to a new three-year (2023-2026) successor master contract. However, the Union did not present the new successor master contract to unit members for ratification. Additionally, the Union has not communicated with the State nor engaged in negotiations since the onset of the current bargaining cycle for Fiscal Year 2024-2025 outcomes.

### **BACKGROUND**

Effective October 1, 2023, the public sector collective bargaining law (Chapter 447, Part II, Florida Statutes) requires employee organizations with less than sixty percent dues paying members in the bargaining unit to petition the Public Employees Relations Commission (PERC), within one month of filing its annual registration renewal application, for recertification as the exclusive bargaining agent for such unit(s).<sup>1</sup> In addition, section 447.305(6), F.S. requires that the certification of an employee organization that does not comply with this requirement be revoked.

On October 23, 2023, the Union filed its annual registration renewal application with PERC, pursuant to the new law. Having reviewed the information provided by the Union, on December 18, 2023, PERC issued individual orders for each of the units represented by AFSCME. These orders directed the Union to show cause by no later than January 5, 2024, why certifications for its four state units should not be revoked for failure to comply with section 447.305(6), F.S.

At this time the State awaits final orders from PERC regarding AFSCME's status as the certified bargaining agent for the four units listed above. In the event that AFSCME is decertified, there is no successor labor union to represent these bargaining units and the collective bargaining agreement (master contract) will have no force and effect. Consequently, there would be no pending impasse issues for the Legislature to resolve.

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<sup>1</sup> This requirement does not apply to units exempt pursuant to section 447.305(9), F.S., or for which a waiver has been granted under section 447.207(12), F.S.



## Snapshot of Articles Negotiated for FY 2024-2025

### **The State of Florida and the Florida Nurses Association Professional Health Care Unit 2024-2025 Collective Bargaining Reopener Negotiations**

#### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering 2023-2026. During reopener years, each party may open up to three articles, plus wages and insurance, for negotiations.

#### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024**

**The parties reached tentative agreement on status quo or updates to the following article(s):**

Article 2 – Vacant (Status Quo)

Article 23 – Hours of Work/Compensatory Time (Status Quo)

Article 26 – Differential Pay (Status Quo)

Article 27 – Insurance Benefits (Employee Premiums to Remain Unchanged)

**The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:**

Article 25 – Wages

#### **REFERENCE**

A copy of the current Professional Health Care Unit agreement can be found at the following link:

[FNA-Professional Health Care Unit - 2023-2026 Successor Agreement \(12-20-2023\)](#)

**Florida Nurses Association (FNA)**  
**Professional Health Care Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: January 5, 2024**  
**Fiscal Years 2024-2025 Reopener Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded = Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
2 - Vacant	12/21/23:Counter Proposal of Status Quo	12/6/2023:  The Union proposed a new <u>Article 2 - Nursing as First Responders</u> as follows:  <u>"Those listed with the title of nurse from the Florida Nurses Association, Professional Health Care Unit, shall be categorized as a "first responder" in SB 256 of the 2023 State of Florida Legislative Session."</u>	1/5/24: Union tentatively agreed to State's Proposal of 12/21/23.

**Florida Nurses Association (FNA)**  
**Professional Health Care Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: January 5, 2024**  
**Fiscal Years 2024-2025 Reopener Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded = Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work/Compensatory Time	12/21/23: Counter Proposal of Status Quo	12/6/2023:  The Union proposed to add Section 6 - Work During Emergency Conditions and Holidays:  <u>"Our state health care professionals serve as first responders when emergency conditions threaten the residents of our state. In their role in staffing the emergency shelters or responding to contagious disease outbreaks, all unprecedented events, their work may require work on weekends or holidays, in addition to their weekly work. As a result, their work schedules should be fairly compensated."</u>  <u>"An employee required to work on a holiday or weekend during an emergency, shall be considered eligible and included under the provisions of the Fair Labor Standards Act."</u>  <u>"At the end of the pay period, the employee shall be compensated for time actually worked, (either straight time or overtime as appropriate)."</u>	1/5/24: Union tentatively agreed to State's Proposal of 12/21/23.

**Florida Nurses Association (FNA)**  
**Professional Health Care Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: January 5, 2024**  
**Fiscal Years 2024-2025 Reopener Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded = Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages	<p>12/5/23:</p> <p>SECTION 1 – General Pay Provisions Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.</p> <p>SECTION 2 – Pay Additives The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.</p> <p>SECTION 3 – Performance Pay In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.</p>		





**Florida Nurses Association (FNA)**  
**Professional Health Care Unit - State Personnel System**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)		(continued from above)  Section 6 - Anniversary Date  In addition to the across-the-board cost-of-living pay adjustment provided for by Section 1, above, employees will be entitled to the following anniversary date wage increases:  All Health Care Professionals will receive a three percent (3%) increase effective the first pay period after their Anniversary date for those who have fifteen (15) years or more of service.  All Health Care Professionals will receive a two percent (2%) increase effective the first pay period after their Anniversary date for those who have ten (10) years or more of service.  All Health Care Professionals will receive a one percent (1%) increase effective the first pay period after their Anniversary date for those who have five (5) years or more of service.	OPB Cost Analysis:  <b>695K</b> Calculated an increase of 3% for members of the bargaining unit with 15 years or more of service; a 2% increase for members of the bargaining unit with 10-14 years of service; a 1% increase for members of the bargaining unit with 5-9 years of service. A total of 779 FTE of the bargaining unit received an increase for CBU 04 using People First data for November 2023. Amount includes retirement/FICA impacts.

**Florida Nurses Association (FNA)**  
**Professional Health Care Unit - State Personnel System**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
26 - Differential Pay	12/21/2023: Counter Proposal of Status Quo	<p>12/6/2023: Proposal.</p> <p>(A) A shift differential in the amount of <del>\$1.00-</del> <u>\$5.00</u> per hour will be paid when it is the prevailing practice in the profession to pay shift differential and when the employee is assigned to a shift where a majority of the employee's hours worked fall between the hours of 5:00pm and 6:00am.</p> <p>(B) When justified and upon approval by the Secretary of Management Services or designee, <del>subject to the availability of funds,</del> a shift differential greater than <del>\$1.00</del> <u>\$5.00</u> per hour may be paid when the criteria in (A) above are met <del>and where the local competitive conditions justify a higher shift differential.</del></p>	<p>OPB Cost Analysis:</p> <p>Indeterminate</p> <p>1/5/24: Union tentatively agreed to State's Proposal of 12/21/23.</p>

**Florida Nurses Association (FNA)**  
**Professional Health Care Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits	12/5/2023:  On 12/5/23, the State presented their proposal:  "In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2024-2025, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year 2024-2025."		12/6/23: Union tentatively agreed to State's Proposal of 12/5/23.

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For FNA**

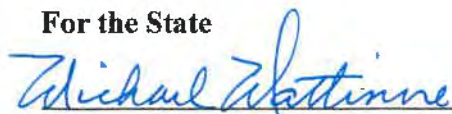
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Don Slesnick  
Chief Negotiator

\_\_\_\_\_  
Date

**Article 27**  
**INSURANCE BENEFITS**

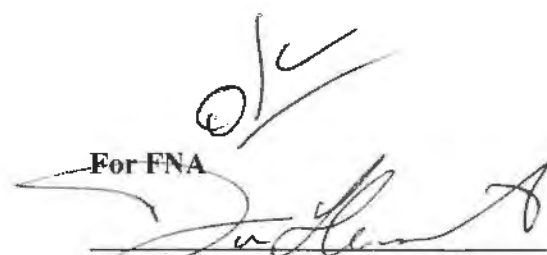
In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year 2024-2025.

**For the State**

  
\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

December 6, 2023  
\_\_\_\_\_  
Date

**For FNA**

  
\_\_\_\_\_  
Don Slesnick  
Chief Negotiator

12-6-23  
\_\_\_\_\_  
Date



**The State of Florida  
and  
Florida Nurses Association, Office and Professional Employees International  
Union, Local 713, AFL-CIO**

**Union Contract Proposals: December 6, 2023**

**Article 2: Nursing as First Responders**

Those listed with the title of nurse from the Florida Nurses Association, Professional Health Care Unit, shall be categorized as a “first responder” in SB 256 of the 2023 State of Florida Legislative Session.

**Article 23: Hours of Work/Compensatory Time**

**New Section 6- Work During Emergency Conditions and Holidays**

Our state health care professionals serve as first responders when emergency conditions threaten the residents of our state. In their role in staffing the emergency shelters or responding to contagious disease outbreaks, all unprecedented events, their work may require work on weekends or holidays, in addition to their weekly work. As a result, their work schedules should be fairly compensated.

An employee required to work on a holiday or weekend during an emergency, shall be considered eligible and included under the provisions of the Fair Labor Standards Act.

At the end of the pay period, the employee shall be compensated for time actually worked, (either straight time or overtime as appropriate).

**Article 25: Wages**

**Section 1-** Effective July 1, 2024, members of this bargaining unit will receive a one-time bonus of \$1,000.00 in recognition of their dedicated, selfless “front-line” efforts dealing with the threat, the impact as well as the resulting infections and deaths of the COVID Pandemic. This bonus would be similar to the bonus given 3x previously to other first responders in the state, which included teachers.

All Health Care Professionals will receive an across the board increase of **eight percent (8%)** effective the first pay period in July 2023.

The Professional Health Care Unit will be paid a differential in the amount of 10% for the purpose of recruitment and retention.

### **Section 6- Anniversary Date**

**In addition to the across-the-board cost-of-living pay adjustment provided for by Section 1, above, employees will be entitled to the following anniversary date wage increases:**

All Health Care Professionals will receive a **three percent (3%)** increase effective the first pay period after their Anniversary date for those who have fifteen (15) years or more of service.

All Health Care Professionals will receive a **two percent (2%)** increase effective the first pay period after their Anniversary date for those who have ten (10) years or more of service.

All Health Care Professionals will receive a **one percent (1%)** increase effective the first pay period after their Anniversary date for those who have five (5) years or more of service.

### **Article 26: Differential Pay**

- (A) A shift differential in the amount of ~~\$1.00~~ **\$5.00** per hour will be paid when it is the prevailing practice in the profession to pay shift differential and when the employee is assigned to a shift where a majority of the employee's hours worked fall between the hours of 5:00pm and 6:00am.
- (B) When justified and upon approval by the Secretary of Management Services or designee, ~~subject to the availability of funds,~~ a shift differential greater than ~~\$1.00~~ **\$5.00** per hour may be paid when the criteria in (A) above are met ~~and where the local competitive conditions justify a higher shift differential.~~

**Please note: The Florida Nurses Association reserves the right to put forward additional proposals.**

**State Health Care Professional Collective Bargaining Unit - FNA (04)  
Fiscal Year 2024-25 Wage Proposals**

Union/Issue	Estimated Cost	Comments
<p><b>Article 25, Section 1:</b> Provides for a one-time bonus of \$1,000 in recognition of "front-line" efforts during COVID Pandemic, effective July 1, 2024.</p>	<p align="center">\$4.3 M</p>	<p>Downloaded all positions for CBU 04 that are transferred into LAS/PBS from PeopleFirst weekly. Calculated \$1,000 bonus, effective July 1, 2024. Increase applied to 2,883 FTE. Amount includes retirement/FICA impacts.</p>
<p>Provides for an 8% increase to the base rate of pay for members of the bargaining unit, effective July 1, 2024</p>	<p align="center">\$20.7 M</p>	<p>Calculated an 8% increase for 2,883 FTE of the bargaining unit. for CBU 04 using People First data for November 2023. Amount includes retirement/FICA impacts.</p>
<p>Provides for 10% differential for members of the bargaining unit for recruitment and retention.</p>	<p align="center">\$25.9 M</p>	<p>Annual cost projection if all members of the bargaining unit were to receive a shift differential of 10% to the base rate of pay.</p>
<p><b>Anniversary Date:</b> Provides for an increase of 3% for eligible members of the bargaining unit with 15 years or more of service; a 2% increase for members of the bargaining unit with 10-14 years of service; a 1% increase for members of the bargaining unit with 5-9 years of service on the date of the members anniversary.</p>	<p align="center">\$695K</p>	<p>Calculated an increase of 3% for members of the bargaining unit with 15 years or more of service; a 2% increase for members of the bargaining unit with 10-14 years of service; a 1% increase for members of the bargaining unit with 5-9 years of service. A total of 779 FTE of the bargaining unit received an increase for CBU 04 using People First data for November 2023. Amount includes retirement/FICA impacts.</p>
<p><b>Differential Pay (A):</b> Provides for a shift differential of \$5.00 per hour when an employee is assigned a shift where the majority of the hours worked fall between 5:00 pm and 6:00 am. <b>(B):</b> Provided for a shift differential of \$5.00 per hour when criteria in (A) is met and when justified and approved by the secretary of Management Services or designee.</p>	<p align="center">Indeterminate</p>	





## Snapshot of Articles Negotiated for FY 2024-2025

### The State of Florida and the Florida State Lodge Fraternal Order of Police Special Agent Unit Fiscal Year 2024-2025 Collective Bargaining Reopener Negotiations

#### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering 2023-2026. During reopener years, each party may open up to three articles, plus wages and insurance, for negotiations.

#### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024**

**The parties reached tentative agreement on changes or updates to the following article(s):**

Article 27 – Insurance Benefits (Premiums To Remain Unchanged)

**The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:**

Article 23 – Workday, Workweek and Overtime

Article 25 - Wages

#### **REFERENCE**

A copy of the current Special Agent Unit agreement can be found at the following link:

[FOP-Special Agents Unit - 2023-2026 Successor Agreement \(12-20-2023\)](#)

**Florida Fraternal Order of Police (FOP)**  
**Special Agent Unit - State Personnel System**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Workday, Workweek and Overtime	12/21/23: Counter Proposal of Status Quo	12/05/23:  "Presented proposal (dated 11/30/23). Proposal was resubmitted on 12/05/23, with clarifying edits as follows to Section 1(A):"  "The normal workweek for each full time employee shall be 40 hours. <u>The normal work period for unit members shall be 80 hour/14-day extended work period as provided by Rule 60L-34.003 F.A.C.</u> "	FDLE currently operates under a 160-hour/28-day work period. Union proposal would shorten period during which the agency could offset potential overtime.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>25 - Wages</p> <p>(continued below)</p>		<p>11/30/23:</p> <p>The Union proposed the following for Article 25:</p> <p>Section 2(A):</p> <p><u>"(A) Night Shift Differential A shift differential of 5% of the base rate of pay for the class shall be paid to members scheduled for a minimum of 24 hours to an evening, night, rotating or split shift when the major portion of the hours assigned during the shift are between 5:00 p.m. and 6:00 a.m. and the scheduled shift occurs during out-of-state Protective Operations missions or missions arising as the result of an Executive Order."</u></p> <p>(continued below)</p>	<p>OPB Cost Analysis:</p> <p><b>\$847K</b> - Calculated a 5% increase to the base rate of pay for members of the bargaining unit that work a 24 hours shift between 5:00 pm to 6:00 am and or out-of-state missions or due to an Executive Order. The calculation was based on November 2023 People First data. Per the methodology 169 FTE were eligible for an increase, effective July 1, 2024. Includes applicable benefits and FICA. Currently, only four members of the bargaining unit are receiving a shift pay and the estimated cost is \$5,366; including benefits.</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)		(continued from above)  Section 4 - <del>"Inflation and Competitive Pay Adjustment Increase to Minimum Annual Base Rate of Pay"</del>  <del>"In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, each eligible employee's June 30, 2023, base rate of pay shall be increased by 5.0 percent to address elevated inflation and provide a competitive pay adjustment. This inflation and competitive pay adjustment shall be made before any other adjustments. In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2024-2025, effective July 1, 2024, the minimum annual base rate of pay for each eligible unit employee shall be \$70,000."</del>  (continued below)	OPB Cost Analysis:  <b>\$3.2 M</b> - The calculation was based on November 2023 People First data. Per the methodology 164 FTE were eligible for an increase, effective July 1, 2024. Includes applicable benefits and FICA.
(continued below)		(continued below)	



**Florida Fraternal Order of Police (FOP)**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)		(continued from above)  <u>Section 6: Progression Pay Plan</u>  <u>"In accordance with Section 8 of the General Appropriations Act of Fiscal Year 2024-2025, effective July 1, 2024, funds in the amount of \$4,000,015 shall be appropriated to institute a progression pay plan to address compression within classes (details not available as of 11/30/2023)."</u>	OPB Cost Analysis:  <b>\$4 M-</b> Class codes not available for the calculation; however, \$4,000,015 requested in the costing analysis.
(continued below)			

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	<p>12/5/23:</p> <p>On 12/5/23, the State presented their proposal:</p> <p>SECTION 1 – General Pay Provisions  Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.</p> <p>SECTION 2 – Pay Additives  The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.</p>		
(continued below)	(continued below)		

**Florida Fraternal Order of Police (FOP)**  
**Special Agent Unit - State Personnel System**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  SECTION 3 – Performance Pay In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.		





**Florida Fraternal Order of Police (FOP)**  
**Special Agent Unit - State Personnel System**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits (continued from above)	(continued from above)  SECTION 2 – Death In-Line-Of-Duty Benefits  "(A) Funeral and burial expenses will be as provided in section 112.19, Florida Statutes.  (B) Education benefits will be as provided in section 112.19, Florida Statutes.  (C) State Employees Group Health Plans premium for the employee’s surviving spouse and children will be as provided in section 110.123, Florida Statutes.  (D) Any complaint or claim by an employee or the FOP concerning this Section shall not be subject to the Grievance Procedure of this Agreement."		1/5/24: Union tentatively agreed to State's Proposal of 12/5/23.

**Article 23**  
**WORKDAY, WORKWEEK AND OVERTIME**

**SECTION 1 – Overtime**

(A) The normal workweek for each full-time employee shall be 40 hours.

(B) Work beyond the normal workweek or approved extended period shall be recognized in accordance with Rule 60L-34, F.A.C.; provided, however, that when an emergency is declared by the Governor and funds are available, employees who are assigned to the emergency area described in the Governor’s Executive Order shall be subject to a 40-hour workweek while so assigned. The state and the Union will cooperate to secure funds for the payment of overtime to unit employees in the situation described herein.

(C) The Union agrees to support those changes in Rule 60L-34, F.A.C., that may be required in order for the state to be in compliance with the Fair Labor Standards Act as it is applied to public employees.

(D) If the agency has a plan approved in advance by the DMS, FLSA compensatory leave credits shall be granted, administered, and used as described below:

An employee who is filling an included position may, at the end of the approved extended period if mutually agreed to by the employee and supervisor, waive payment for overtime and have the overtime hours credited to “FLSA compensatory leave. If such approved election is made, the overtime hours will be credited as FLSA compensatory leave credits at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of FLSA compensatory leave credits, which may be taken in any increments if agreed to by the employee and the supervisor. If mutual agreement is not reached, the supervisor may, with a minimum of five workdays notice, require the employee to use such leave credits at any time in increments of full workdays. However, all unused FLSA compensatory leave credits at the close of business on December 31 and June 30 shall be paid for at the employee’s straight time regular hourly rate in accordance with Rule 60L-34, F.A.C., An employee who separates from the Career Service or moves to another state agency shall be paid for all unused FLSA compensatory leave in accordance with the above.

**For the State**

**For FOP**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Ned Golden  
Staff Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 2 – Workday**

(A) The agency shall not require an employee to split a workday into two or more segments without the mutual agreement of the employee and the employer.

(B) Where employees are required to work extra hours during an approved extended work period, the state will make a good faith effort to offset such extra hours in eight-hour increments, provided this can be done prior to the end of the extended work period.

**SECTION 3 – Rest Periods**

(A) A supervisor shall not unreasonably deny an employee a 15-minute rest period during any four contiguous hours of work. It is recognized that staffing and work priorities may prevent such a rest period during a given workday. Additionally, many positions have a post of duty assignment that requires coverage for a full shift and does not permit the employee to leave his post. In those cases, the employee may be able to “rest” while the employee physically remains in the geographic location of his duty post. The employee is to remain responsive to calls during a rest period.

(B) Rest periods are not authorized for covering an employee’s late arrival on duty or early departure from duty, and are not to be used contiguously with a meal break.

(C) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 2. The decision of the Agency Head or designee shall be final and binding on all parties.

**SECTION 4 – Sick Leave Pool and Sick Leave Transfer**

Employees shall be subject to the conditions, and have full access to the benefits, of the employing agency’s existing sick leave pool and sick leave transfer plan.

**For the State**

**For FOP**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Ned Golden  
Staff Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 5 – Special Compensatory Leave**

(A) Special Compensatory Leave is defined as leave that is earned as a result of hours worked on a holiday, extra hours worked during an established work week which contains a holiday, or extra hours worked when a facility is closed under emergency conditions as provided in Rule 60L-34, F.A.C.

(B) Use of Special Compensatory Leave:

(1) When an employee earns special compensatory leave credits, the employee shall have 60 calendar days in which to use the earned special compensatory leave time.

(2) If the employee fails to use the earned special compensatory leave during the 60-day period, the supervisor shall schedule the employee to use the leave.

(3) An employee who has a leave balance in excess of 240 hours shall be required to use a minimum of 120 hours of the employee’s earned special compensatory leave each calendar year or the amount necessary to bring the employee’s special compensatory leave balance to 240 hours, whichever is less, prior to using any annual leave credits, unless such annual leave credits are being substituted for an employee’s unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

(4) An employee who begins employment after July 1, 2013, shall only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits, notwithstanding any additional hours worked on a holiday, during the established workweek containing a holiday, or during the closure of a facility during emergency conditions.

**For the State**

**For FOP**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Ned Golden  
Staff Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 23**  
**WORKDAY, WORKWEEK AND**  
**OVERTIME**

**SECTION 1 – Overtime**

(A) The normal workweek for each full-time employee shall be 40 hours. The normal work period for unit members shall be an 80 hour/14-day extended work period as provided by Rule 60L-34.003 F.A.C.

(B) Work beyond the normal workweek or approved extended period shall be recognized in accordance with Rule 60L-34, F.A.C.; provided, however, that when an emergency is declared by the Governor and funds are available, employees who are assigned to the emergency area described in the Governor’s Executive Order shall be subject to a 40-hour workweek while so assigned. The state and the Union will cooperate to secure funds for the payment of overtime to unit employees in the situation described herein.

(C) The Union agrees to support those changes in Rule 60L-34, F.A.C., that may be required in order for the state to be in compliance with the Fair Labor Standards Act as it is applied to public employees.

(D) If the agency has a plan approved in advance by the DMS, FLSA compensatory leave credits shall be granted, administered, and used as described below:

An employee who is filling an included position may, at the end of the approved extended period if mutually agreed to by the employee and supervisor, waive payment for overtime and have the overtime hours credited to “FLSA compensatory leave. If such approved election is made, the overtime hours will be credited as FLSA compensatory leave credits at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of FLSA compensatory leave credits, which may be taken in any increments if agreed to by the employee and the supervisor. If mutual agreement is not reached, the supervisor may, with a minimum of five workdays notice, require the employee to use such leave credits at any time in increments of full workdays. However, all unused FLSA compensatory leave credits at the close of business on December 31 and June 30 shall be paid for at the employee’s straight time regular hourly rate in accordance with Rule 60L-34, F.A.C., An employee who separates from the Career Service or moves to another state agency shall be paid for all unused FLSA compensatory leave in accordance with the above.

**SECTION 2 – Workday**

(A) The agency shall not require an employee to split a workday into two or more segments without the mutual agreement of the employee and the employer.

(B) Where employees are required to work extra hours during an approved extended work period, the state will make a good faith effort to offset such extra hours in eight-hour increments, provided this can be done prior to the end of the extended work period.

### **SECTION 3 – Rest Periods**

(A) A supervisor shall not unreasonably deny an employee a 15-minute rest period during any four contiguous hours of work. It is recognized that staffing and work priorities may prevent such a rest period during a given workday. Additionally, many positions have a post of duty assignment that requires coverage for a full shift and does not permit the employee to leave his post. In those cases, the employee may be able to “rest” while the employee physically remains in the geographic location of his duty post. The employee is to remain responsive to calls during a rest period.

(B) Rest periods are not authorized for covering an employee’s late arrival on duty or early departure from duty, and are not to be used contiguously with a meal break.

(C) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 2. The decision of the Agency Head or designee shall be final and binding on all parties.

### **SECTION 4 – Sick Leave Pool and Sick Leave Transfer**

Employees shall be subject to the conditions, and have full access to the benefits, of the employing agency’s existing sick leave pool and sick leave transfer plan.

### **SECTION 5 – Special Compensatory Leave**

(A) Special Compensatory Leave is defined as leave that is earned as a result of hours worked on a holiday, extra hours worked during an established work week which contains a holiday, or extra hours worked when a facility is closed under emergency conditions as provided in Rule 60L-34, F.A.C.

(B) Use of Special Compensatory Leave:

(1) When an employee earns special compensatory leave credits, the employee shall have 60 calendar days in which to use the earned special compensatory leave time.

(2) If the employee fails to use the earned special compensatory leave during the 60-day period, the supervisor shall schedule the employee to use the leave.

(3) An employee who has a leave balance in excess of 240 hours shall be

required to use a minimum of 120 hours of the employee's earned special compensatory leave each calendar year or the amount necessary to bring the employee's special compensatory leave balance to 240 hours, whichever is less, prior to using any annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

(4) An employee who begins employment after July 1, 2013, shall only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits, notwithstanding any additional hours worked on a holiday, during the established workweek containing a holiday, or during the closure of a facility during emergency conditions.



**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For FOP**

\_\_\_\_\_  
Ned D. Golden  
Staff Representative

\_\_\_\_\_  
Date

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year 2023-2024 General Appropriations Act.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and Section 8 of the Fiscal Year 2023-2024 General Appropriations Act.

(A) **Night Shift Differential** – A shift differential of 5% of the base rate of pay for the class shall be paid to members scheduled for a minimum of 24 hours to an evening, night, rotating or split shift when the major portion of the hours assigned during the shift are between 5:00 p.m. and 6:00 a.m., and the scheduled shift occurs during out-of-state Protective Operations missions or missions arising as the result of an Executive Order.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2023-2024, contingent upon the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**SECTION 4 – ~~Inflation and Competitive Pay Adjustment~~ Increase to Minimum Annual Base Rate of Pay**

~~In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, each eligible employee's June 30, 2023, base rate of pay shall be increased by 5.0 percent to address elevated inflation and provide a competitive pay adjustment. This inflation and competitive pay adjustment shall be made before any other adjustments. In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2024-2025, effective July 1, 2024, the minimum annual base rate of pay for each eligible unit employee shall be \$70,000.~~

**SECTION 5 – Loyalty and Longevity Pay Plan**

In accordance with Section 8 of the General Appropriations Act of Fiscal Year 2024-2025, effective July 1, 2024, each eligible employee with at least 5 years of continuous service shall

receive a \$3,000 increase to their base rate of pay. The member must be in good standing, receive at least a 3 on their performance evaluation, and meet all training requirements.

**SECTION 6 – Progression Pay Plan**

In accordance with Section 8 of the General Appropriations Act of Fiscal Year 2024-2025, effective July 1, 2024, funds in the amount of \$4,000,015 shall be appropriated to institute a progression pay plan to address compression within classes (details not available as of 11/30/2023).

**Article 27**  
**INSURANCE BENEFITS**

**SECTION 1 – State Employees Group Health Plans**

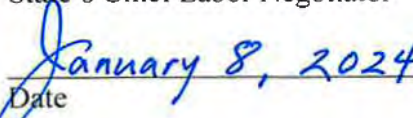
In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year 2024-2025.

**SECTION 2 – Death In-Line-Of-Duty Benefits**

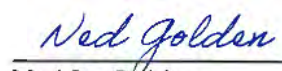
- (A) Funeral and burial expenses will be as provided in section 112.19, Florida Statutes.
- (B) Education benefits will be as provided in section 112.19, Florida Statutes.
- (C) State Employees Group Health Plans premium for the employee’s surviving spouse and children will be as provided in section 110.123, Florida Statutes.
- (D) Any complaint or claim by an employee or the FOP concerning this Section shall not be subject to the Grievance Procedure of this Agreement.

**For the State**

  
\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

  
\_\_\_\_\_  
Date

**For FOP**

  
\_\_\_\_\_  
Ned D. Golden  
Staff Representative

01/05/2024  
\_\_\_\_\_  
Date

FOP - Special Agent Collective Bargaining Unit (10) Fiscal Year 2024-25 Wage Proposals		
Union/Issue	Estimated Cost	Comments
<b>Article 25, Section 2 (A):</b> Provides a 5% increase to the base rate of pay for members scheduled to work a minimum of 24 hours to an evening, night, rotating or split shift when the majority of hours assigned during the shift are between 5:00 pm to 6:00 am and if a scheduled shift occurs during out-of-state Protective Operations missions or Executive Orders.	\$847K	Calculated a 5% increase to the base rate of pay for members of the bargaining unit that work a 24 hours shift between 5:00 pm to 6:00 am and or out-of-state missions or due to an Executive Order. The calculation was based on November 2023 People First data. Per the methodology 169 FTE were eligible for an increase, effective July 1, 2024. Includes applicable benefits and FICA. Currently, only four members of the bargaining unit are receiving a shift pay and the estimated cost is \$5,366; including benefits.
<b>Article 25, Section 3:</b> Provides eligible employees of the bargaining unit with a merit pay increase based on the employee's performance.	Indeterminate	
<b>Article 25, Section 4:</b> Provides for an increase to the minimum base rate of pay to \$70,000 for eligible employees of the bargaining unit, effective July 1, 2024.	\$3.2 M	Calculated a \$3,000 increase to the base rate of pay for members of the bargaining unit with 5 years of continuous service and assuming that those members met the performance evaluation and training requirements. The calculation was based on November 2023 People First data. Per the methodology 164 FTE were eligible for an increase, effective July 1, 2024. Includes applicable benefits and FICA.
<b>Article 25, Section 5:</b> Provides for an increase of \$3,000 to the base rate of pay for employees of the bargaining unit with at least 5 years of continuous service. The member must be in good standing and have at least a 3 on their performance evaluation and meet all training requirements. This increase is effective July 1, 2024.	\$689K	Calculated a \$3,000 increase to the base rate of pay for members of the bargaining unit with 5 years of continuous service and assuming that those members met the performance evaluation and training requirements. The calculation was based on November 2023 People First data. Per the methodology 164 FTE were eligible for an increase, effective July 1, 2024. Includes applicable benefits and FICA.
<b>Article 25, Section 6:</b> Provides for an appropriation of \$4,000,015 for agencies to implement a progression plan to address compression for specific class codes of the bargaining unit.	\$4 M	Class codes not available for the calculation; however, \$4,000,015 requested in the costing analysis.



## Snapshot of Articles Negotiated for FY 2024-2025

### The State of Florida and the Federation of Physicians and Dentists Selected Exempt Service (SES) Attorneys Unit 2024-2025 Collective Bargaining Reopener Negotiations

#### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering 2023-2026. During reopener years, each party may open up to three articles, plus wages and insurance, for negotiations.

#### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024:**

**The parties reached tentative agreement on changes or updates to the following articles:**

Article 19 – Insurance Benefits

**The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:**

Article 18 – Wages

#### **REFERENCE**

A copy of the current Selected Exempt Service Attorneys Unit agreement can be found at the following link:

[SEAG SES- Attorneys Unit FY 2023-2026 Successor Agreement \(12-20-2023\)](#)

**Federation of Physicians and Dentists (FPD)**  
**SES Attorneys Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: December 18, 2023**  
**Fiscal Year 2024-25 Reopener Agreement Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded = Withdrawn/Tentative Agreement**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Wages	<p>12/5/23:</p> <p>SECTION 1 – General Pay Provisions Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.</p> <p>SECTION 2 – Performance Pay In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.</p>		
(continued below)			

**Federation of Physicians and Dentists (FPD)**  
**SES Attorneys Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: December 18, 2023**  
**Fiscal Year 2024-25 Reopener Agreement Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded = Withdrawn/Tentative Agreement**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Wages (continued from above)		12/18/23:  The Union presented a proposal (dated 12/19/23) as follows:  Section 3 - "In accordance with Section 8 of the General Appropriations Act for Fiscal Year <del>2024-2025-2023-2024</del> , effective July 1, <del>2024 2023</del> , each eligible employee's June 30, <del>2024-2023</del> , base rate of pay shall be increased by <del>three and one-half-five</del> percent ( <del>3.5% 5%</del> ) to address elevated inflation and provide a competitive pay adjustment. This inflation and competitive pay adjustment shall be made before any other adjustment(s)."	OPB Cost Analysis:  <b>\$2.6M</b> - Calculation is based on a 3.5% increase for 854 FTE for 12 months. People First data as of November 2023 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts.



**Federation of Physicians and Dentists (FPD)**  
**SES Attorneys Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: December 18, 2023**  
**Fiscal Year 2024-25 Reopener Agreement Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded = Withdrawn/Tentative Agreement**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
19 - Insurance Benefits	12/5/23:  "In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2024-2025, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchnaged for Fiscal Year 2024-2025."		12/18/23: Union tentatively agreed to State's Proposal of 12/5/23.

**Article 18**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.

**SECTION 2 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**For the State**

**For FPD**

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Mike Mattimore  
State’s Chief Labor Negotiator

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Lance Geren  
Chief Negotiator

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Date

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Date

ARTICLE 18  
WAGES

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year ~~2024-2025-2023-~~  
~~2024~~ General Appropriations Act.

**SECTION 2 - Performance Pay**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2023-2024, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**SECTION 3 – Inflation and Competitive Pay Adjustment**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2023-2024~~, effective July 1, ~~2024~~ ~~2023~~, each eligible employee’s June 30, ~~2024~~ ~~2023~~, base rate of pay shall be increased by ~~three and one-half~~ ~~five~~ percent (~~3.5%~~ ~~5%~~) to address elevated inflation and provide a competitive pay adjustment. This inflation and competitive pay adjustment shall be made before any other adjustment(s).

For the State

For FPD / SEAG

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Lance Geren  
Chief Negotiator

\_\_\_\_\_  
Date

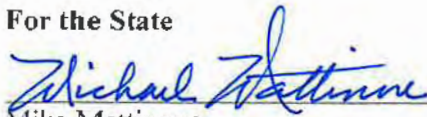
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**Article 19**  
**INSURANCE BENEFITS**

**SECTION 1 – State Employees Group Insurance Program**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year ~~2024-2025~~~~2023-2024~~, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year ~~2024-2025~~~~2023-2024~~.

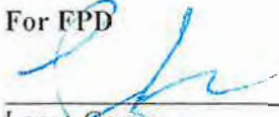
**For the State**



Mike Mattimore  
State’s Chief Labor Negotiator

December 19, 2023  
Date

**For FPD**



Lance Geren  
Chief Negotiator

12/19/23  
Date

**Attorneys Unit - CBU 81  
Fiscal Year 2024-2025**

Union/Issue	Estimated Cost	Comments
<b>Article 18, Section 2</b> - Provides eligible employees with a merit pay increase based on the employee's performance.	Indeterminate	Contingent on the availability of funds and the Agency Head's discretion which is unknown at this time.
<b>Article 18, Section 3 - Competitive Pay</b> Provided a 3.5% pay increase to the base rate of pay for employees of the bargaining unit for Fiscal Year 2024-25; effective July 1, 2024. The inflation and competitive pay increase shall be made before any other adjustment.	\$2.6 M	Calculation is based on a 3.5% increase for 854 FTE for 12 months. People First data as of November 2023 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts.



# Snapshot of Articles Negotiated for FY 2024-2025

## The State of Florida and the Federation of Physicians and Dentists Selected Exempt Service (SES) Physicians Unit 2024-2025 Collective Bargaining Reopener Negotiations

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering 2023-2026. During reopener years, each party may open up to three articles, plus wages and insurance, for negotiations.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024:**

**The parties reached tentative agreement on changes or updates to the following articles:**

Article 19 – Insurance Benefits

**The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:**

Article 18 – Wages

### **REFERENCE**

A copy of the current Selected Exempt Service Physicians Unit agreement can be found at the following link:

[FPD SES- Physicians Unit FY 2023-2026 Successor Agreement \(12-20-2023\)](#)



**Federation of Physicians and Dentists (FPD)**  
**SES Physicians Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: December 18, 2023**  
**Fiscal Year 2024-25 Reopener Agreement Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded = Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Wages (continued from above)		12/18/23:  The Union presented a proposal (dated 12/19/23) as follows:  Section 3 - "In accordance with Section 8 of the General Appropriations Act for Fiscal Year <del>2024-2025</del> <del>2023-2024</del> , effective July 1, <del>2024</del> <del>2023</del> , each eligible employee's June 30, <del>2024</del> <del>2023</del> , base rate of pay shall be increased by <u>three and one-half</u> <del>five</del> percent ( <del>3.5%</del> <del>5%</del> ) to address elevated inflation and provide a competitive pay adjustment. This inflation and competitive pay adjustment shall be made before any other adjustment(s)."	OPB Cost Analysis:  <b>\$871K</b> - Calculation is based on a 3.5% increase for 133.10 FTE for 12 months. People First data as of November 2023 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts.



**Federation of Physicians and Dentists (FPD)**  
**SES Physicians Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: December 18, 2023**  
**Fiscal Year 2024-25 Reopener Agreement Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded = Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
19 - Insurance Benefits	<p>12/5/23:</p> <p>On 12/5/23, the State presented their proposal:</p> <p>"In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2024-2025, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year 2024-2025."</p>		<p>12/18/23: Union tentatively agreed to State's Proposal of 12/5/23.</p>

**Article 18**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.

**SECTION 2 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**For the State**

**For FPD**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Lance Geren  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ARTICLE 18  
WAGES

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year ~~2024-2025-2023-~~  
~~2024~~ General Appropriations Act.

**SECTION 2 - Performance Pay**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2023-2024, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**SECTION 3 – Inflation and Competitive Pay Adjustment**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2023-2024~~, effective July 1, ~~2024~~ ~~2023~~, each eligible employee’s June 30, ~~2024~~ ~~2023~~, base rate of pay shall be increased by ~~three and one-half~~ ~~five~~ percent (~~3.5%~~ ~~5%~~) to address elevated inflation and provide a competitive pay adjustment. This inflation and competitive pay adjustment shall be made before any other adjustment(s).

For the State

For FPD

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Lance Geren  
Chief Negotiator

\_\_\_\_\_  
Date

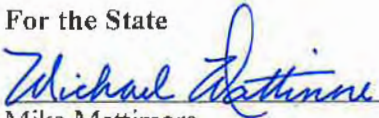
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Date

**Article 19**  
**INSURANCE BENEFITS**

**SECTION 1 – State Employees Group Insurance Program**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year ~~2024-2025~~~~2023-2024~~, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year ~~2024-2025~~~~2023-2024~~.

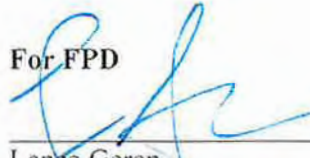
For the State



Mike Mattimore  
State’s Chief Labor Negotiator

December 19, 2023  
Date

For FPD



Lance Geren  
Chief Negotiator

12/19/23  
Date

**Physicians Unit - CBU 80  
Fiscal Year 2024-2025**

Union/Issue	Estimated Cost	Comments
<b>Article 18, Section 2</b> - Provides eligible employees with a merit pay increase based on the employee's performance.	Indeterminate	Contingent on the availability of funds and the Agency Head's discretion which is unknown at this time.
<b>Article 18, Section 3 - Competitive Pay</b> Provided a 3.5% pay increase to the base rate of pay for employees of the bargaining unit for Fiscal Year 2024-25; effective July 1, 2024. The inflation and competitive pay increase shall be made before any other adjustment.	\$871K	Calculation is based on a 3.5% increase for 133.10 FTE for 12 months. People First data as of November 2023 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts.



# Snapshot of Articles Negotiated for FY 2024-2025

## The State of Florida and the Federation of Physicians and Dentists Selected Exempt Service (SES) Supervisory Non-Professional Unit 2024-2025 Collective Bargaining Reopener Negotiations

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering 2023-2026. During reopener years, each party may open up to three articles, plus wages and insurance, for negotiations.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024:**

**The parties reached tentative agreement on changes or updates to the following articles:**

Article 27 – Insurance Benefits

**The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:**

Article 25 – Wages

### **REFERENCE**

A copy of the current Selected Exempt Service Supervisory Unit agreement can be found at the following link:

[FPD - SES- Supervisory Non-Professional Unit FY 2023-2026 Successor Agreement \(12-20-2023\)](#)

**Federation of Physicians and Dentists (FPD)**  
**SES Supervisors Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: December 18, 2023**  
**Fiscal Year 2024-25 Reopener Agreement Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded = Withdrawn/Tentative Agreement**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages	12/5/23:  SECTION 1 – General Pay Provisions Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.  SECTION 2 – Performance Pay In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.		
(continued below)			

**Federation of Physicians and Dentists (FPD)**  
**SES Supervisors Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: December 18, 2023**  
**Fiscal Year 2024-25 Reopener Agreement Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded = Withdrawn/Tentative Agreement**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)		12/18/23:  The Union presented a proposal (dated 12/19/23) as follows:  Section 3 - "In accordance with Section 8 of the General Appropriations Act for Fiscal Year <del>2024-2025</del> <del>2023-2024</del> , effective July 1, <del>2024</del> <del>2023</del> , each eligible employee's June 30, <del>2024</del> <del>2023</del> , base rate of pay shall be increased by <del>three and one-half</del> <del>five</del> percent ( <del>3.5%</del> <del>5%</del> ) to address elevated inflation and provide a competitive pay adjustment. This inflation and competitive pay adjustment shall be made before any other adjustment(s)."	OPB Cost Analysis:  <b>\$1.9M</b> - Calculation is based on a 3.5% increase for 892 FTE for 12 months. People First data as of November 2023 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts.



**Federation of Physicians and Dentists (FPD)**  
**SES Supervisors Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: December 18, 2023**  
**Fiscal Year 2024-25 Reopener Agreement Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded = Withdrawn/Tentative Agreement**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits	12/5/23:  On 12/5/23, the State presented their proposal:  "In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2024-2025, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchnaged for Fiscal Year 2024-2025."		12/18/23: Union tentatively agreed to State's Proposal of 12/5/23.

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.

**SECTION 2 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s performance rating of at least commendable, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**For the State**

**For FPD**

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Mike Mattimore  
State’s Chief Labor Negotiator

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Lance Geren  
Chief Negotiator

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Date

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Date

ARTICLE 25  
WAGES

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year ~~2024-2025-2023-~~  
~~2024~~ General Appropriations Act.

**SECTION 2 - Performance Pay**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2023-2024, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**SECTION 3 – Inflation and Competitive Pay Adjustment**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2023-2024~~, effective July 1, ~~2024~~ ~~2023~~, each eligible employee’s June 30, ~~2024~~ ~~2023~~, base rate of pay shall be increased by ~~three and one-half~~ ~~five~~ percent (~~3.5%~~ ~~5%~~) to address elevated inflation and provide a competitive pay adjustment. This inflation and competitive pay adjustment shall be made before any other adjustment(s).

[Insert original article text and then use “Track Changes” to insert new language or to delete original language. “Track Changes” will automatically underline the NEW language and strike-through the original language.]

For the State

For FPD

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Lance Geren  
Chief Negotiator

\_\_\_\_\_  
Date

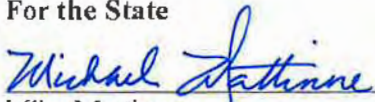
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Date

**Article 27**  
**INSURANCE BENEFITS**

**SECTION 1 – State Employees Group Insurance Program**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year ~~2024-2025~~~~2023-2024~~, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year ~~2024-2025~~~~2023-2024~~.

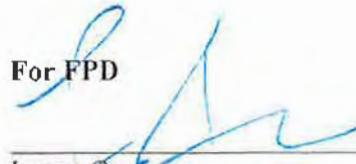
For the State



Mike Mattimore  
State’s Chief Labor Negotiator

December 19, 2023  
Date

For FPD



Lance Gerem  
Chief Negotiator

12/19/23  
Date

**Non-Professional Supervisors - CBU 86  
Fiscal Year 2024-2025**

Union/Issue	Estimated Cost	Comments
<b>Article 25, Section 2</b> - Provides eligible employees with a merit pay increase based on the employee's performance.	Indeterminate	Contingent on the availability of funds and the Agency Head's discretion which is unknown at this time.
<b>Article 18, Section 3 - Competitive Pay</b> Provided a 3.5% pay increase to the base rate of pay for employees of the bargaining unit for Fiscal Year 2024-25; effective July 1, 2024. The inflation and competitive pay increase shall be made before any other adjustment.	\$1.9 M	Calculation is based on a 3.5% increase for 892 FTE for 12 months. People First data as of November 2023 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts.



# Snapshot of Articles Negotiated for FY 2024-2025

## The State of Florida and the Florida State Fire Service Association Fire Service Unit Fiscal Year 2024-2025 Collective Bargaining Successor Negotiations

### **BACKGROUND**

During last year's collective bargaining cycle in which 2023-2024 outcomes were negotiated, the State and the Union tentatively agreed to a new three-year (2023-2026) successor agreement. However, the Unit members voted not to ratify this agreement. Consequently, and because the most recent collective bargaining agreement between the State and the Fire Service Unit-FSFSA had expired, the State and the Union are currently operating under a status quo agreement. This status quo agreement is memorialized for the most part in the provisions of the Fiscal Year 2022-2023 Reopener Agreement, with the exception of impasse Articles 25, 27 and 29 which the Legislature resolved through the 2023 General Appropriations Act and Chapter 2023-241, Laws of Florida. For Fiscal Year 2024-2025, all articles are open for negotiations.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024:**

The parties are at statutory impasse on the entire agreement; however, the parties continue to collectively bargain and hope to obtain agreement.

### **REFERENCE**

A copy of the current Fire Service Unit "Status Quo" agreement can be found at the following links:

[FSFSA – Fire Service Unit FY 2022-2023 Reopener Agreement](#)

[FSFSA-Fire Service Unit FY 2023-2024 Provisions](#)

**Florida State Fire Services Association (FSFSA)**  
**Fire Service Unit**  
**Current (Status Quo) Agreement Expires June 30, 2024**  
**Status of Collective Bargaining Negotiations as of: January 8, 2024**  
**2023-2026 Successor Negotiations**  
*All Articles are Open for Negotiations*  
**Shaded = Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
2 - Gender Reference	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
3 - Vacant	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
4 - No Discrimination	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
5 - Representation Rights	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
6 - Grievance Procedure	1/5/24: Counter Proposal of Status Quo	12/28/23: The Union proposes striking Section 5(e) which pertains to the process when arbitrability is raised by either party.	The current provision was negotiated to ensure the neutrality of the arbitrator addressing the arbitrability of the grievance. This proposal would reverse this assurance of neutrality. All the collective bargaining agreements contain this provision.
7 - Disciplinary Action	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	

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<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
8 - Workforce Reduction	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
9 - Reassignment, Lateral Action, Transfer, Change in Duty Station, Promotion	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
10 - Occupational Profiles/Rules	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
11 - Classification Review	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
12 - Personnel Records	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
13 - Vacant	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
14 - State Vehicles and Vessels	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
15 - Probationary Status	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
16 - Seniority	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	



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<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
17 - Vacant	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
18 - Leaves of Absence	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
19 - Outside Employment	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
20 - Training and Education	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
21 - Committees	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
22 - Personal Property- Replacement and/or Reimbursement	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal.	
23 - Hours of Work and Overtime	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	
24 - On-Call Assignment, Call- Back, Residency	12/28/23: No Proposal 1/8/24: Status Quo	12/28/23: No Proposal	



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  SECTION 3 – Performance Pay In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.		
(continued below)			







**Florida State Fire Services Association (FSFSA)**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)		(continued from above)  <u>SECTION 6 –Seniority/Compression Pay Scale Adjustments</u> <u>Due to Pay Compression a pay adjustment to existing bargaining employees with three years of combined service.</u>  <u>A pay adjustment of 1/2% pay raise for every year of service. (Example: an employee with 6 years of combined service will receive a 3% pay adjustment, an employee with 12 years of service will receive 6% pay adjustment.) This is needed due to all firefighters being adjusted to \$41,600, which allowed one-year employees making the same as 15-20 year employees.</u>	OPB Cost Analysis:  <b>\$1.7M</b> - Calculation is based on data from PeopleFirst for CBU 11 as of November 30, 2023. A total of 604 FTE with at least one year of service within CBU 11 was considered in the calculation for meeting the criteria. The calculation includes Retirement and FICA and an effective date of October 1, 2024 (date for at least year one year of service).

**Florida State Fire Services Association (FSFSA)**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
26 - Uniforms, Equipment & Awards	1/5/24: Counter Proposal of Status Quo	12/28/23:  <del>SECTION 1 — Uniform Allowance</del>  <del>FSFSA employees who are currently required to wear uniforms in the Florida Forest Service and at the Florida State Hospital shall have a uniform purchase and boot allowance pursuant to the Agency's uniform policy.</del>  <del>SECTION 2</del> 1- UNIFORMS & EQUIPMENT  <u>Uniforms &amp; Equipment required as part of the employee's job duties will be provided by the agency for use at no cost to the employee.</u>  <u>Where handheld radios are provided, they will be suitable for firefighting use.</u>  <u>Where it is current practice, shield or star style badges shall be provided to employees. Collar brass will continue to be standard issue per agency policy, Name tags shall continue to be standard issue per agency policy.</u>	<p>The Florida Forest Service, where the vast majority of unit members are employed, already provides state-funded uniforms upon hire and an annual uniform allowance. In those instances where other agencies with unit employees require official apparel, such clothing items are being provided; however, not all unit employees are required to wear uniforms, nor are all positions in the unit routinely assigned duties that require protective clothing.</p> <p>The union did not present a case for why this provision is needed for other members of the unit (including those in non-fire fighting positions).</p>



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits	12/5/23:  SECTION 1 – State Employees Group Insurance Program  In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year 2024-2025.		
28 - Travel Expenses	12/28/23: No Proposal  1/8/24: Status Quo	12/28/23: No Proposal	

**Florida State Fire Services Association (FSFSA)**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
29 - Health and Welfare		12/28/23:  The Union proposes adding a new Section 4 - Personnel Cancer Safety: "In order to promote safety from cancer exposure and prevent cancer advancement from exposures for FSFSA employees, the state shall guarantee that each employee is provided the opportunity to receive a Life Scan or comparative review at least once every twenty-four (24) months, at no cost to the employee. Training shall be provided to each employee for the purpose of familiarization and preventative measures to be taken to limit the exposure to cancer causing agents. Decontamination procedures to be established and utilized to remove cancer causing means to include cleaning of exposed items. Contaminated clothing shall be properly cleaned by recognized means by which the employee shall not expose them or others to cross contamination at no cost to the employee."	The Florida Forest Service (FFS) already provides life scans and has policies and procedures that provide for training on preventative measures and decontamination protocols.  The union did not present a case for why other unit members need these provisions.

**Florida State Fire Services Association (FSFSA)**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
29 - Health and Welfare	<p>1/5/24: Counter Proposal:</p> <p>SECTION 1 – Employee Assistance Program</p> <p>(A) <u>The State and the Union encourage and support the maintenance of an Employee Assistance Program</u> <del>Where a state agency has adopted an employee assistance program</del> pursuant to section 110.1091, Florida Statutes, <u>through which</u> the state will make psychological and substance abuse counseling, <u>and other consultative</u> services available.</p> <p>(B) Any complaint or claim by an employee concerning this section shall not be subject to the grievance procedure of this Agreement.</p> <p>Section 3(B) - Health Standards  The FFS Health Standard is required for Special Risk employees hired after January 1, 1993 (Single/Multi Engine Reciprocal Pilots hired after October 1, 2001).</p>		<p>The FFS is recommending switching from the two-mile walk with a 25lb weighted vest to be completed within 30 minutes to a one mile walk to be completed within 16 minutes; no weighted pack (known as the light capacity fitness test) to address both retention and recruitment issues within its firefighting force. Eighty percent of wildland firefighters have less than 10 years’ experience. With such a high percentage of inexperience, retaining senior firefighters and supervisors is critical to the safety of FFS personnel. Adjusting the annual fitness requirement will allow those firefighters to stay on so that additional training and mentoring can occur. By increasing retention, FFS is also increasing its recruitment pool for future leadership positions and also allowing for better succession planning of the firefighting force. FFS believes experienced leadership is critical to the safety of state firefighters as well as to the citizens served.</p>
(continued below)	(continued below)		

**Florida State Fire Services Association (FSFSA)**  
**Fire Service Unit**  
**Current (Status Quo) Agreement Expires June 30, 2024**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
29 - Health and Welfare (continued from above)	(continued from above)  Medical Examinations shall be in accordance with the National Fire Protection Association's NFPA 1582-2013 Standard on Comprehensive Occupational Medical Program for Fire Departments, 2013 Edition. (1) The employee has the following options for completing the required medical examination: <del>(a) Comprehensive medical examination completed by the FFS approved state provider on a biennial basis.</del> (b) Evaluation of pulmonary function and resting blood pressure performed by an FFS approved local provider on an annual basis.  <u>(b) Comprehensive medical examination completed by the FFS approved State provider can substitute for the pulmonary function and resting blood pressure evaluations</u>		
(continued below)	(contined below)		

**Florida State Fire Services Association (FSFSA)**  
**Fire Service Unit**  
**Current (Status Quo) Agreement Expires June 30, 2024**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
29 - Health and Welfare (continued from above)	(continued from above)  <u>required in (a) for up to twenty-four (24) months.</u> NOTE: For required medical evaluations, FFS will only be provided the results of the pulmonary function and resting blood pressure evaluations.  (2) Employees who do not meet the health standards for pulmonary function and resting blood pressure will be placed on sick leave until they provide a personal physician's statement clearing them to return to full duty or work in a modified duty capacity. <del>To assist the physician in determining the employee's medical release or an appropriate medical decision, the physician is to be provided with the Essential Job Tasks for Wildland Firefighters and the Report of Medical Examination, DACS 11012 must be completed.</del> Any employee who chooses option (1)(a) above and who fails the pulmonary function and/or resting blood pressure requirement,		
(continued below)	(continued below)		

**Florida State Fire Services Association (FSFSA)**  
**Fire Service Unit**  
**Current (Status Quo) Agreement Expires June 30, 2024**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
29 - Health and Welfare (continued from above)	<p>(Continued from above)</p> <p>will be required to complete option (1)(ab) above the following year.</p> <p><del>(3) Medical Testing Records should be maintained in a secure location at the local field unit for all fire certified employees and available upon request for the duration of an employee's career.</del></p> <p>(C) Fitness Standards</p> <p>(1) The FFS Fitness Standard is required annually for Special Risk employees hired after January 1, 1993 (Single/Multi Engine Reciprocal Pilots hired after October 1, 2001) and those employees are required to meet these standards to maintain their <u>employment certification</u>.</p> <p>(2) The FFS fitness standard is the national <del>"Field"</del> <u>"Light"</u> Work Capacity Test (WCT), referred to as the <u>moderate light</u> pack capacity test: <u>25 pound weight vest, 2 1 miles in 3016 minutes, no weight vest.</u></p> <p><del>(3) The Field Work Capacity Test</del></p> <p>(continued below)</p>		
(continued below)	(continued below)		









**Florida State Fire Services Association (FSFSA)**  
**Fire Service Unit**  
**Current (Status Quo) Agreement Expires June 30, 2024**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
29 - Health and Welfare (continued from above)	(continued from above)  <del>(d) Annual fitness testing may be conducted outside of the November, December, and January time period under the following circumstances:</del>  <del>1. The individual was in a modified duty capacity during the testing period. In this event, the arduous pack test may be conducted.</del>  <del>2. The individual failed the annual fitness test and is required to re-take the fitness test as outlined by the failed pack test process. In this event, only the field pack test may be conducted.</del> <del>3. Other circumstances may be allowed with Director approval.</del>		
(continued below)	(continued below)		

**Florida State Fire Services Association (FSFSA)**  
**Fire Service Unit**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
29 - Health and Welfare (continued from above)	(continued from above)  (ea) Any individual required to pass the <u>A</u> nnual <u>F</u> itness <u>T</u> est as a condition of employment, who begins the test but does not meet the standard for any reason has failed. In this event, the following is required:  [Subsections 1-4 are unchanged]  5. Upon notice of the initial failed <del>pack</del> <u>fitness</u> test, the <u>F</u> ield <u>U</u> nit <u>M</u> anager will determine if the employee is receiving any type of pay additive, to include Asbestos Team, Fire Prevention Chair, Fitness Technician, Safety Officer, Training Officer and Basic Fire Control Training cadre member. If the employee is receiving any of these pay additives, the <u>F</u> ield <u>U</u> nit <u>M</u> anager will <del>request the</del> <u>notify the Regional Deputy Chief</u> <del>additive</del> <u>be stopped due to the employee receives an additive and has failed the Annual Fitness Test.</u> <del>failure.</del>		
(continued below)	(continued below)		





**Florida State Fire Services Association (FSFSA)**  
**Fire Service Unit**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
29 - Health and Welfare (continued from above)	(continued from above)  If a physician recommends a modified duty capacity during this time, the failed <del>pack</del> <u>field</u> test process will halt, and the employee will be placed on modified duty in accordance with FFS policy.  Section 3(D)(2) - The Fitness Test Scheduling matrix at the end of this section of the contract is stricken.		
30 - Reimbursements	12/28/23: No Proposal  1/8/24: Status Quo	12/28/23: No Proposal	
31 - Management Rights	12/28/23: No Proposal  1/8/24: Status Quo	12/28/23: No Proposal	
32 - Entire Agreement	12/28/23: No Proposal  1/8/24: Status Quo	12/28/23: No Proposal	
33 - Savings Clause	12/28/23: No Proposal  1/8/24: Status Quo	12/28/23: No Proposal	

**Florida State Fire Services Association (FSFSA)**  
**Fire Service Unit**  
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**Shaded = Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
34 - Duration	<p>12/28/23: No Proposal</p> <p>1/8/24: The State proposes a revised version of Article 34 - Duration which eliminates numbering in Section 1 and changes the language of contract duration to reflect a 2-year contract. Adds language regarding reopener negotiations.</p> <p>Removes the third paragraph in Section 1 - Term, and creates a new Section 2 - Termination. Adds the paragraph from Section 1 to the new Section 2.</p> <p>Adds language to Section 3 - Notices regarding current Union address.</p> <p>Renumbers the remaining Sections.</p>	12/28/23: No Proposal	

**Article 6**  
**GRIEVANCE PROCEDURE**

It is the policy of the state and the FSFSA to encourage informal discussions of complaints between management and supervisors covered by this Agreement, as well as between those supervisors and employees. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

**SECTION 1 – Definitions**

As used in this Article:

(A) “Grievance” shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement, filed on the appropriate form as contained in Appendix B of the Agreement.

(B) “Grievant” shall mean an employee, or a group of employees having the same grievance, or the FSFSA. In the case of a group of employees, one shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) “Days” shall mean business days “Business days” refers to the ordinary business hours, i.e., 8:00 a.m. until 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located. Furthermore, “business days” do not include any day observed as a holiday pursuant to section 110.117, Florida Statutes, holiday observed by the FSFSA pursuant to a list furnished to the state in writing as of the effective date of this Agreement or day during a suspension of grievance processing as agreed in writing by the parties. “Business days” also do not include a day(s) on which the offices of DMS or any agency employing bargaining unit members are closed under an Executive Order of the Governor or otherwise for an emergency condition or disaster under the provisions of Rule 60L-34.0071(3)(e).

**For the State**

**For FSFSA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Michael T. Brennan  
President

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Date

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Date



**SECTION 2 – Election of Remedy and Representation**

(A) If a grievant or the FSFSA has a grievance that may be processed under this Article which may also be appealed to the Florida Public Employees Relations Commission, the grievant or the FSFSA shall elect at the outset which procedure is to be used and such election shall be binding on the grievant or the FSFSA. In the case of any duplicate filing, the action first filed will be the one processed.

(B) A grievant who decides to use this Grievance Procedure shall indicate at Step 1 (or the initial written step if authorized by the provisions of this Article) whether he shall be represented by the FSFSA. When the grievant has elected FSFSA representation, the grievant and the FSFSA Grievance Representative shall be notified of any Step 1 meeting. Further, any written communication concerning the grievance, or its resolution, shall be sent to both the grievant and the FSFSA Grievance Representative, and any decision agreed to by the state and the FSFSA shall be binding on the grievant.

(C) If the grievant is not represented by the FSFSA, any adjustment of the grievance shall be consistent with the terms of this Agreement. The FSFSA shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. A grievant using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement. The FSFSA shall not be bound by the decision of any grievance or arbitration in which the grievant was not represented by the FSFSA.

**SECTION 3 – Procedures**

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. Nothing in this procedure shall preclude an employee from presenting concerns through informal discussions with management representative(s).

(B) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

(C) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the state to take the action complained of subject however, to the final disposition of the grievance.

**For the State**

**For FSFSA**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

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Michael T. Brennan  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(D) Once a grievance is presented, no new violation or issue can be raised. When an issue is unchanged, but it is determined that an article, section, or paragraph of the Agreement has been cited imprecisely or erroneously by the grievant, the grievant shall have the right to amend that part of his grievance.

(E) The resolution of a grievance prior to its submission in writing at arbitration shall not establish a precedent binding on either FSFSA or the state in other cases.

(F) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the regular work hours of a grievant, a representative of the grievant or any required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings, mediations, or arbitrations outside of a participant’s regular work hours shall not be deemed time worked. The state will not pay the expenses of participants attending such meetings on behalf of the FSFSA. All grievance meetings shall be held at times and locations agreed to by the parties. Unless agreed otherwise, all meetings shall be held within 50 miles of the grievant’s place of work.

(G) Grievances and grievance responses may be filed by hand-delivery, mail (including e-mail), or courier. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located). Documents received after business hours shall be considered received the next business day.

(H) Grievances shall be presented and adjusted in the following manner and no individual may respond to a grievance at more than one written step.

**(1) Step 1**

(a) Within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance, the grievant or his designated representative shall submit to the Step 1 Management Representative a grievance form, as contained in Appendix B, setting forth specifically the known facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 Management Representative or designee may meet with the grievant and/or the FSFSA Grievance Representative, or the grievant or representative if not

**For the State**

**For FSFSA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Michael T. Brennan  
President

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Date

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Date

represented by the union and shall communicate a decision in writing to the grievant and his designated representative if any, within 10 days following receipt of the written grievance. If the Step 1 Management Representative fails to respond within the time limit, it shall be deemed a denial.

**(2) Step 2**

(a) If the grievance is not resolved at Step 1, the grievant or the grievant’s FSFSA representative may appeal the grievance in writing on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designee within 10 days following receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written Step 1 response and documentation in support of the grievance. The grievance form must be completed in its entirety.

(b) The Agency Head or designee may meet with the grievant and/or his designated representative and shall communicate a decision in writing to the grievant and his designated representative if any, within 15 days following receipt of the written grievance. If the Agency Head or designee fails to respond within the time limits, it shall be deemed a denial.

(c) If a grievance, alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the FSFSA representative, or the grievant or grievant’s representative, if not represented by FSFSA, may appeal the grievance to arbitration as provided in Article 6, Section 3(H)(5), below, within 10 days after receipt of the Step 2 decision.

**(3) Step 3 – Contract Language Disputes**

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension or dismissal) was taken without cause, is not resolved at Step 2, the grievant or the FSFSA Grievance Representative may appeal the grievance in writing on the grievance form contained in Appendix B of this Agreement by submitting it to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050, or by email to: Step3Grievances@dms.myflorida.com within 15 days following receipt of the decision at Step 2, . The grievance shall be filed on the appropriate grievance form

**For the State**

**For FSFSA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Michael T. Brennan  
President

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Date

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Date

as contained in Appendix B of this Agreement, setting forth specifically the facts on which the grievance is based, the specific provision(s) of the Agreement allegedly violated, and the relief requested, and shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documentation in support of the grievance.

(b) The Department of Management Services shall meet with the grievant and/or the FSFSA Grievance Representative, if any, or the grievant or representative if not represented by the union, to discuss the grievance, and shall communicate a decision in writing to the grievant or his designated representative, if any, within 15 days following receipt of the written grievance. When the grievance is eligible for initiation at Step 3, the grievance shall be filed on the grievance form contained in Appendix B of this Contract, setting forth specifically the facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested.

**(4) Grievance Mediation**

(a) The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. If the parties choose to mediate the grievance, the Arbitration Coordinator will provide the parties with the name, contact information, and availability of the FMCS mediator. The parties will then schedule a mediation within 40 days of the filing of the Request for Arbitration unless mediator availability requires a lengthier period. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

(b) If the mediation is unsuccessful in resolving the grievance, the FSFSA will notify the Arbitration Coordinator and the agency representative within 10 days after the mediation concludes whether it will proceed to arbitration of the grievance or withdraw it. If the FSFSA chooses to proceed to arbitration, the Arbitration Coordinator will provide the parties and the arbitrator with the name, contact information, and availability of the next arbitrator on the panel in rotation. The arbitrator shall then schedule the hearing with the parties, with notice to the Arbitration Coordinator, not later than 60 days from the date the mediation concludes without a resolution of the grievance. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on unusual and compelling circumstances.

**For the State**

**For FSFSA**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

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Michael T. Brennan  
President

\_\_\_\_\_  
Date

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Date

**(5) Arbitration**

**(a) Arbitration Filing.**

1. An appeal to arbitration shall be submitted on the appropriate form as contained in Appendix C of the Contract by sending it to the Arbitration Coordinator at the following address: Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050. The form may also be transmitted via email to: arbitration.coordinator@dms.myflorida.com or by personal service. The appeal shall include a copy of the grievance form submitted at the prior steps of the grievance procedure, together with the written documents in support of the grievance and written responses to it.

2. Disciplinary Grievance. If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause is not resolved at Step 2, the FSFSA may appeal the grievance to arbitration within 10 days after receipt of the decision at Step 2.

3. Contract Language Dispute. If a Contract language dispute as described in (3), above, is not resolved at Step 3, the FSFSA may appeal the grievance to arbitration within 10 days following receipt of the decision at Step 3.

(b) The arbitrator shall be one person from a panel of at least four arbitrators, selected by the state and the FSFSA to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall notify the state agency representative, the FSFSA representative, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. If the grievant is not represented by the FSFSA, the Arbitration Coordinator will notify the grievant that a deposit equal to one day of the arbitrator's fee must be paid to the arbitrator prior to the hearing being scheduled. If the grievant fails to pay the deposit within 20 days after being notified by the Arbitration Coordinator, the Arbitration Coordinator will issue a notice closing the file for failure to pay the required deposit after notice. The arbitrator shall notify the parties of their availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement. Scheduling shall take into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors.

**For the State**

**For FSFSA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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Michael T. Brennan  
President

\_\_\_\_\_  
Date

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Date

(c) Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall provide the parties with the names of succeeding arbitrators on the panel in rotation until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The parties may agree to schedule a hearing beyond the five-month deadline.

(d) At least 15 days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts or matters relevant to the grievance about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary, for the party to respond to the late filed witness information.

(e) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, the party shall notify the Arbitration Coordinator that it requests an expedited arbitration hearing to be conducted to address only the arbitrability issue. The Arbitration Coordinator shall contact arbitrators on the panel in rotation to identify an arbitrator who can meet the requirements of this expedited process. These requirements include an arbitrator being available to schedule a hearing and render a decision within 15 days of being chosen, limiting the hearing to one day, and issuing a decision within five days of the hearing. The Arbitration Coordinator shall provide the parties with the name, contact information, and availability of the arbitrator. The arbitrator shall then schedule the arbitration with the parties, including date, time, and location, and advise the Arbitration Coordinator of the hearing arrangements. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator, or in person if they do not agree to a telephonic hearing. If the hearing is to be in person and the parties cannot agree on a location, the hearing shall be held in the City of Tallahassee. The fees and expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating and paying the fees and expenses of its own representatives, attorneys, and witnesses. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of Section 3(H)(5)(b) of this Article to conduct a hearing on the substantive issue(s).

**For the State**

**For FSFSA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Michael T. Brennan  
President

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Date

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Date

(f) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the state, the FSFSA, the grievant(s), and the employees in the bargaining unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall transmit a decision to the parties, with a copy to the Arbitration Coordinator, not later than 30 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

3. The arbitrator shall have no authority to determine any other issue and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.

5. The arbitrator shall be without power or authority to make any decisions that are:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

b. Limiting or interfering in any way with the power, duties and responsibilities of the state under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the express provisions of this Agreement.

(g) The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:

**For the State**

**For FSFSA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Michael T. Brennan  
President

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Date

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Date

1. An award of back pay shall not exceed the amount of pay the grievant would otherwise have earned at his regular rate of pay, shall be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits during the back-pay period, shall not include punitive damages and shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

2. If the FSFSA is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five-month period described in (5)(c), above, whichever is later, and the rescheduled date.

(h) The fees and expenses of the arbitrator shall be borne equally by both parties; however, each party shall be responsible for compensating and paying the fees and expenses of its own representatives, attorneys, and witnesses. The arbitrator shall submit his fee statement to the parties, with a copy to the Arbitration Coordinator, for processing in accordance with the provisions of this article and the arbitrator’s contract.

(i) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript. If the arbitrator orders a copy of the transcript, the arbitrator shall pay for the cost of the copy of the transcript and include the cost in his/her invoice for fees and expenses, to be paid in accordance with (h), above.

(j) The FSFSA will not be responsible for costs of an arbitration to which it was not a party.

**SECTION 4 – Time Limits**

(A) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant or the FSFSA, where appropriate, to proceed to the next step. The state will make a good faith effort to timely communicate decisions at each step.

(B) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by written agreement.

**For the State**

**For FSFSA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Michael T. Brennan  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



(C) Claims of either an untimely filing or untimely appeal shall be made at the step in question.

**SECTION 5 – Exceptions**

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the FSFSA or an employee to process a grievance (1) on behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before a government board or agency, or court proceeding, brought by the FSFSA.

(B) All grievances will be presented at the initial step with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as contained in Appendix B within 15 days following the date on which the grievant knew or should have known of the event giving rise to the grievance.

(2) If the Grievance arises from an agency action listed in Article 7(B) of this Agreement, a grievance shall be initiated at Step 2 by submitting a grievance form as contained in Appendix B within 15 days following the date on which the grievant knew or should have known of the event giving rise to the grievance.

(3) The FSFSA shall have the right to bring a class action grievance on behalf of employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The FSFSA’s election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The FSFSA shall identify on the grievance form the specific group (i.e., employees’ job classification(s), work unit(s), institution(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement. Such grievance shall be initiated at Step 2 or, where more than one agency is implicated, Step 3 of this procedure in accordance with the provisions set forth herein, by submitting a grievance form as contained in Appendix B, within 15 days following the date on which the grievant knew or should have known of the event giving rise to the grievance.

**For the State**

**For FSFSA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Michael T. Brennan  
President

\_\_\_\_\_  
Date

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Date

**ARTICLE 6  
GRIEVANCE PROCEDURE**

**SECTIONS 1-2 (Status Quo)**

**SECTION 3 – Procedures**

(A – H) (Status Quo)  
(Step 1-4) (Status Quo)

**(5) Arbitration**

(a-1-2) (Status Quo)  
(a-3-a-e) (Status Quo)

~~(a—3-f) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, the party shall notify the Arbitration Coordinator that it requests and expediated arbitration hearing to be conducted to address only the arbitrability issue. The Arbitration Coordinator shall contact arbitrators on the panel in rotation to identify an arbitrator who can meet the requirements of this expedited process. These requirements include an arbitrator being available to schedule a hearing and render a decision within 15 days of being chosen, limiting the hearing to only one day, and issuing a decision within five days of the hearing. The Arbitration Coordinator shall provide the parties with the name, contact information, and availability of the arbitrator. The arbitrator shall then schedule the arbitration with the parties, including date, time, and location, and advise the Arbitration Coordinator of the hearing arrangements. The hearing shall be conducted by telephone upon agreement of the parties and the arbitrator, or in person if they do not agree to a telephonic hearing. If the hearing is to be in person and the parties cannot agree on a location, the hearing shall be held in the City of Tallahassee. The fees and expenses of the arbitrator shall be borne equally by the parties, however each party shall be responsible for compensating and paying the fees and expenses of its own representatives, attorneys, and witnesses. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties’ regular arbitration panel in accordance with the provisions of Section 3(II)(5)(b) of this Article to conduct a hearing on the substantive issue(s);~~

For the State

For the FSFSA

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Michael Mattimore  
State’s Chief Labor Negotiator

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Michael Brennan  
President and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(a-3-g-k) (Status Quo)

**SECTION 4 – Time Limits (Status Quo)**

**SECTION 5 – Exceptions (Status Quo)**

For the State

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

For the FSFSA

\_\_\_\_\_  
Michael Brennan  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**For the State**

**For FSFSA**

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Mike Mattimore  
State’s Chief Labor Negotiator

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Michael Brennan  
Chief Negotiator

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Date

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Date

**ARTICLE 25  
WAGES**

**SECTIONS 1 - General Pay Provisions (Status Quo)**

**Section 2 Deployment to a Facility or Area Closed due to Emergency**

In accordance with Section 8 of the General Appropriations Act for Fiscal 2023-2024, contingent upon availability of funds ~~and at the Agency Head's discretion,~~ and at the authorization of the Executive Branch or Legislative Branch, each agency is authorized to grant temporary special duties pay additives up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

**SECTION 3 – Cash Payout of Annual Leave**

Permanent Career Service employees ~~may~~ shall be given the option of receiving up to 24-hours of unused annual leave each December, in the form of a cash payout subject to, and in accordance with, section 110.219(7), Florida Statutes.

**SECTION 4 – Performance Pay**

In accordance with the authority provided in the Fiscal Year General Appropriations Act, contingent on the availability of funds ~~and at the Agency Head's discretion,~~ and at the authorization of the Executive Branch or Legislative Branch, each agency shall authorize performance pay increases, which the provided reward shall be outlined within the performance evaluation achievable goals, based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35 Florida Administrative Code. Requirement of employees to obtain and job offer from outside the agency for review if the agency wishes to retain and offer pay increase shall be prohibited.

For the State

For the FSFSA

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Michael Mattimore  
State's Chief Labor Negotiator

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Michael Brennan  
President and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 5 – Competitive Area Differential**

A Competitive Area Differential pay review will be conducted by the State. Utilizing the provided competitive area differential study the state shall provide for each represented bargaining unit position within the Florida State Fire Service Association Local S20, adjustments commensurate with the approved and awarded provisions to adjust pay within these positions to bring them in line with current costs of living and equitable wage provisions for same job which have increased causing severe hiring and retention of staff within the assigned positions.

**SECTION 6 –Seniority/Compression Pay Scale Adjustments**

Due to Pay Compression a pay adjustment to existing bargaining employees with three years of combined service. A pay adjustment of 1/2% pay raise for every year of service. (Example: an employee with 6 years of combined service will receive a 3% pay adjustment, an employee with 12 years of service will receive 6% pay adjustment.) This is needed due to all firefighters being adjusted to \$41,600, which allowed one-year employees making the same as 15-20 year employees.

For the State

For the FSFSA

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

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Michael Brennan  
President and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 26**  
**UNIFORMS, EQUIPMENT & AWARDS**

**SECTION 1 – Uniform Allowance**

FSFSA employees who are currently required to wear uniforms in the Florida Forest Service and at the Florida State Hospital shall have a uniform purchase and boot allowance pursuant to the agency’s uniform policy.

**SECTION 2 –Equipment**

Equipment required as part of the employee’s job duties will be provided by the agency for use at no cost to the employee.

- (A) Where hand-held radios are provided, they will be suitable for firefighting use.
- (B) Where it is current practice, shield or star style badges shall be provided to employees. Collar brass will continue to be standard issue per agency policy.
- (C) Name tags shall continue to be standard issue per agency policy.

**SECTION 3 – Accessories**

Employees will be permitted to wear Paramedic, EMT, award recognition and union pins. The union pin shall be no larger than one (1) inch in diameter.

**SECTION 4 – Non-Uniformed Employees**

All non-uniformed employees shall receive a clothing allowance in the amount of \$250.00 annually.

**For the State**

**For FSFSA**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

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Michael T. Brennan  
President

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Date

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Date

**SECTION 5– Recognition Awards**

The state may award plaques, certificates, pins or other tokens of recognition to employees who demonstrate satisfactory service to the state in appreciation and recognition of such service. The cost for such tokens of recognition shall not exceed \$100.00.

**For the State**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Date

**For FSFSA**

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Michael T. Brennan  
President

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Date



**ARTICLE 26**  
**Uniforms, Equipment & Awards**

**~~SECTIONS 1 – Uniform Allowance~~**

~~FSFSA employees who are currently required to wear uniforms in the Florida Forest Service and at the Florida State Hospital shall have a uniform purchase and boot allowance pursuant to the Agency's uniform policy.~~

**SECTION ~~2~~ 1- UNIFORMS & EQUIPMENT**

Uniforms & Equipment required as part of the employee's job duties will be provided by the agency for use at no cost to the employee.

- (A) Where handheld radios are provided, they will be suitable for firefighting use,
- (B) Where it is current practice, shield or star style badges shall be provided to employees. Collar brass will continue to be standard issue per agency policy,
- (C) Name tags shall continue to be standard issue per agency policy.

**SECTION ~~3~~ 2 – Accessories (Status Quo)**

**SECTION ~~4~~ 3 – Non-Uniformed Employees (Status Quo)**

**SECTION ~~5~~ 4 – Recognition Awards (Status Quo)**

For the State

For the FSFSA

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Michael Brennan  
President and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 27**  
**INSURANCE BENEFITS**

**SECTION 1 – State Employees Group Insurance Program**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year ~~2024-2025~~~~2023-2024~~, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year ~~2024-2025~~~~2023-2024~~.

**For the State**

**For FSFSA**

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Mike Mattimore  
State’s Chief Labor Negotiator

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Michael Brennan  
Chief Negotiator

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Date

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Date

**Article 29**

**HEALTH AND WELFARE**

**SECTION 1 – Employee Assistance Program**

(A) The State and the Union encourage and support the maintenance of an Employee Assistance Program ~~Where a state agency has adopted an employee assistance program~~ pursuant to section 110.1091, Florida Statutes, through which the state will make psychological and substance abuse counseling, and other consultative services available.

(B) Any complaint or claim by an employee concerning this section shall not be subject to the grievance procedure of this Agreement.

**SECTION 2 – Death In-Line-Of-Duty Benefits**

(A) Funeral and burial expenses will be as provided in section 112.191, Florida Statutes.

(B) Education benefits will be as provided in section 112.191, Florida Statutes.

(C) Health insurance benefits will be as provided in section 110.123, Florida Statutes.

(D) Any complaint or claim by an employee concerning this Article shall not be subject to the grievance procedure of this Agreement.

**SECTION 3 – Florida Forest Service Fire Fighter Health and Physical Fitness Standards Program**

(A) The Florida Forest Service (FFS) and FSFSA agree to a fire fighter health and physical fitness standards program, which shall include appropriate screening and vaccination of all bargaining unit members.

**(B) Health Standards**

The FFS Health Standard is required for Special Risk employees hired after January 1, 1993 (Single/Multi Engine Reciprocal Pilots hired after October 1, 2001). Medical Examinations shall be in accordance with the National Fire Protection Association’s NFPA

**For the State**

**For FSFSA**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Michael T. Brennan  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

1582-2013 Standard on Comprehensive Occupational Medical Program for Fire Departments, 2013 Edition.

(1) The employee has the following options for completing the required medical examination:

~~(a) Comprehensive medical examination completed by the FFS approved state provider on a biennial basis.~~

~~(b)~~ Evaluation of pulmonary function and resting blood pressure performed by an FFS approved local provider on an annual basis.

(b) Comprehensive medical examination completed by the FFS approved State provider can substitute for the pulmonary function and resting blood pressure evaluation required in (a) for up to twenty-four (24) months.

NOTE: For required medical evaluations, FFS will only be provided the results of the pulmonary function and resting blood pressure evaluations.

(2) Employees who do not meet the health standards for pulmonary function and resting blood pressure will be placed on sick leave until they provide a personal physician's statement clearing them to return to full duty or work in a modified duty capacity. ~~To assist the physician in determining the employee's medical release or an appropriate medical decision, the physician is to be provided with the Essential Job Tasks for Wildland Firefighters and the Report of Medical Examination, DACS-11012 must be completed.~~ Any employee who chooses option (1)~~(a)~~ above and who fails the pulmonary function and/or resting blood pressure requirement, will be required to complete option (1)~~(a)~~ above the following year.

~~(3) Medical Testing Records should be maintained in a secure location at the local field unit for all fire certified employees and available upon request for the duration of an employee's career.~~

### (C) Fitness Standards

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For FSFSA**

\_\_\_\_\_  
Michael T. Brennan  
President

\_\_\_\_\_  
Date

(1) The FFS Fitness Standard is required annually for Special Risk employees hired after January 1, 1993 (Single/Multi Engine Reciprocal Pilots hired after October 1, 2001) and those employees are required to meet these standards to maintain their employment certification.

(2) The FFS fitness standard is the national ~~“Field”~~ “Light” Work Capacity Test (WCT), referred to as the ~~moderate light pack capacity test: 25-pound weight vest, 2 1~~ miles in ~~30~~16 minutes, no weight vest.

~~(3) The Field Work Capacity Test must be successfully completed prior to any special risk class job offer. This includes current employees promoting into a Special Risk position unless hired prior to January 1, 1993.~~

#### **(D) Fitness Testing**

(1) Fitness Testing will be conducted by a fitness technician who has been selected and approved by the FFS.

~~(a) Each field unit will be allowed to maintain a minimum of two (2) fitness technicians. Some field units may be authorized to maintain three (3) fitness technicians depending on need.~~

~~(b) Fitness technicians will be selected by the field unit manager and approved by the Field Operations and Forest Protection Bureaus.~~

~~(c) Fitness technicians selected after February 1, 2020, must pass the field work capacity test annually.~~

~~(d) Training must be provided to the selected fitness technician with final certification given by the Quality Assurance Coordinator prior to them functioning as a fitness technician.~~

~~(e) Field Units are required to maintain accurate records of all fitness testing. Records should be maintained at the local field unit for all fire certified employees and available upon request for the duration of an employee's career.~~

~~(f) Fitness Technicians will provide fitness, health, and wellness information to all employees through presentations and other mediums. Fitness Technicians will be given the~~

**For the State**

**For FSFSA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Michael T. Brennan  
President

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Date

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Date

~~opportunity to receive information and training in such areas as nutrition and exercise physiology.~~

**~~(2) Initial Fitness Testing~~**

~~Candidates for hire will only be provided one (1) opportunity to pass the fitness test for each position advertisement. If they do not meet the standard, they will not be eligible for the special risk position. They may re-apply for future special risk vacancies.~~

**~~(3) Annual Fitness Testing~~**

~~(a) The Annual Fitness Test will be conducted during the months of November, December, and January.~~

~~(b) Fitness Testing for national qualifications will also be conducted during the same time period. This includes the arduous pack test (3-mile walk with 45-pound pack in 45 minutes) and the light test (1-mile walk with no pack in 16 minutes).~~

~~The arduous pack test and the required annual field pack test may be combined and taken as one test, with the arduous pack test substituting for the annual field pack test.~~

~~(c) Annual Fitness Test Reporting: The field unit manager is required to submit an annual report to the Forest Protection Bureau (Quality Assurance Coordinator) by February 15th listing the results of all required annual fitness testing.~~

~~(d) Annual fitness testing may be conducted outside of the November, December, and January time period under the following circumstances:~~

~~1. The individual was in a modified duty capacity during the testing period. In this event, the arduous pack test may be conducted.~~

~~2. The individual failed the annual fitness test and is required to re-take the fitness test as outlined by the failed pack test process. In this event, only the field pack test may be conducted.~~

~~3. Other circumstances may be allowed with Director approval.~~

~~(ea) Any individual required to pass the Annual Fitness Test as a condition of employment, who begins the test but does not meet the standard for any reason has failed. In this event, the following is required:~~

**For the State**

**For FSFSA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Michael T. Brennan  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

1. Notification of the failure should be made to the individual by a supervisor within 24 hours that outlines the steps / requirements for the situation.

2. Employees who fail the Annual Fitness Test will not be allowed to participate in fire related activities including active suppression of wildfires (i.e. dozer, engines, hand tools, water drops, etc.), prescribed fires and any other emergency responses until they retake and pass the Annual Fitness Test.

3. The employee shall be excluded from participating in on call duty. On-call duty that does not involve active suppression of wildfires, for example a Fixed Wing Pilot, will be allowed.

4. The employee shall be excluded from deployments or other assignments.

5. Upon notice of the initial failed ~~pack~~ fitness test, the ~~Field Unit~~ Field Unit ~~Manager~~ will determine if the employee is receiving any type of pay additive, to include Asbestos Team, Fire Prevention Chair, Fitness Technician, Safety Officer, Training Officer and Basic ~~Fire Control~~ Fire Control Training cadre member. If the employee is receiving any of these pay additives, the ~~Field Unit~~ Field Unit ~~Manager~~ will ~~request the~~ notify the Regional Deputy Chief ~~additive be stopped due to the employee receives an additive's and has failed the Annual Fitness Test failure.~~ Once received, the Chief of Field Operations, ~~along with the Regional Deputy Chief~~ will make the recommendation to the Directors office if the employee ~~will lose loses~~ or continues to receive the pay additive while on modified duty. If removed, it is the discretion of the ~~Field Unit~~ Field Unit ~~Manager~~ and Chief of Field Operations whether the pay additive will be reinstated upon successfully completing the ~~pack~~ fitness test. The manager may recommend a replacement to ensure the duties are accomplished and receive the pay additive if it is determined to be in the best interest of the FFS.

6. A memorandum from the manager (or next level supervisor) to the employee must be completed and submitted through the local chain-of-command to the Quality Assurance Coordinator in the Forest Protection Bureau. The memorandum shall serve as a restricted duty letter after a failed ~~pack~~ fitness test and must be signed by the employee.

**For the State**

**For FSFSA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Michael T. Brennan  
President

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Date

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Date

7. The employee will be mandated to participate in the FFS Exercise Program. The employee will be permitted up to six (6) months and two (2) additional attempts, at three (3) month intervals to retake the Annual Fitness Test. The employee may take the Annual Fitness Test prior to the three (3) month timeframe however it will count as their next attempt and the timeframe will be adjusted accordingly (no more than three months between tests). If a physician recommends a modified duty capacity during this time, the failed ~~pack~~ field test process will halt, and the employee will be placed on modified duty in accordance with FFS policy.

8. Upon being cleared by the physician to return to full duty, the employee will have 30 days to take their next fitness test attempt and the process will be reinstated from that point.

9. Employees in special risk positions, who have exhausted all attempts to pass the Fitness Test, may be offered a vacant position that does not include firefighting duties in the Department of Agriculture and Consumer Services. If another position cannot be identified and agreed upon, termination may result.

(f) The Florida Forest Service fitness program for Special Risk positions is a crucial program that protects the life and safety of the employee and the public. If the Director of the Florida Forest Service determines that an employee is not maintaining fitness and exhibits two or more consecutive years of failures of the fitness program, the Director may recommend further action, to include fitness for duty testing, reassignment, demotion, or termination.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For FSFSA**

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Michael T. Brennan  
President

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Date



<b>FITNESS TEST SCHEDULING</b>	
<b>Initial Fitness Test Date</b>	<b>Annual Fitness Test Date</b>
<p><b><del>February 1 – August 31</del></b>  <small>Employees who complete testing within this timeframe will have two tests within a 12-month period.</small></p>	<p><b><del>November 1 – January 31</del></b></p>
<p><b><del>September 1 – October 31</del></b>  <small>Employees who complete testing within this timeframe will wait until the following year and have more than a 12-month period between tests.</small></p>	<p><b><del>November 1 – January 31</del> (of the following year)</b></p>
<p><b><del>November 1 – January 31</del></b>  <small>Employees who complete testing within this timeframe are synchronized with the annual testing dates.</small></p>	<p><b><del>November 1 – January 31</del></b></p>

**(E) Exercise Program**

(1) All Certified Wildland Firefighters will be permitted to exercise up to 45 minutes per day a maximum of three (3) times per week. Exercise time cannot include the first hour or last hour of the scheduled workday; however, it may be combined with one break per day (morning, lunch, or afternoon).

(2) This is a strongly recommended activity and may be permitted if fire conditions, emergency activities, or other priority work projects that have been approved by the Field Unit Manager do not preclude such activities.

(3) This is a requirement for all employees who have not met the fitness standard.

(4) Aerobic and/or strength exercises are authorized.

(5) Team sports are prohibited.

(6) Manager discretion may allow travel to an off-site location; however, the employee must be able to respond back to the site within 15 minutes of notification.

**For the State**

**For FSFSA**

\_\_\_\_\_  
 Michael Mattimore  
 State’s Chief Labor Negotiator

\_\_\_\_\_  
 Michael T. Brennan  
 President

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

(7) The acquisition of exercise equipment through the FEPP and/or FFP Programs is allowed.

**(F) Health Awareness**

In an effort to promote good health and awareness, the Florida Forest Service will provide each of its employees the opportunity to receive a comprehensive medical review at least once every twenty-four (24) months, at no cost to the employee.

**For the State**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Date

**For FSFSA**

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Michael T. Brennan  
President

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Date

**ARTICLE 29**  
**HEALTH & WELFARE**

**SECTIONS 1-3 (Status Quo)**

**SECTION 4 – Personnel Cancer Safety**

In order to promote safety from cancer exposure and prevent cancer advancement from exposures for FSFSA employees, the state shall guarantee that each employee is provided the opportunity to receive a Life Scan or comparative review at least once every twenty-four (24) months, at no cost to the employee. Training shall be provided to each employee for the purpose of familiarization and preventative measures to be taken to limit the exposure to cancer causing agents. Decontamination procedures to be established and utilized to remove cancer causing means to include cleaning of exposed items. Contaminated clothing shall be properly cleaned by recognized means by which the employee shall not expose them or others to cross contamination at no cost to the employee.

**For the State**

**For the FSFSA**

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Michael Mattimore

State's Chief Labor Negotiator

Michael T. Brennan  
President and Chief Negotiator

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Date

Date

**The Florida State Fire Service Association - CBU 11 Wage Proposals  
FY 2024-25**

Union/Issue	Estimated Cost	Comments
<b>Article 25, Section 2</b> - Provides agencies with the authorization to grant a temporary special duties pay additive up to 15 percent of an employee's base rate of pay if temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.	Indeterminate	Costing is indeterminate and would depend on a disaster; however, there are currently 131 FTE within the CBU receiving an additive for CAD, Firefighters Supplemental Compensation and or Hazardous Duties.
<b>Article 25, Section 3</b> - Provides eligible employees with the option to receive up to 24-hours of unused annual leave each December, in the form of a cash payout subject to, and in accordance with, section 110.219(7), Florida Statutes.	Indeterminate	
<b>Article 25, Section 4</b> - Provides eligible employees with a merit pay increase based on the employee's performance, as outlined within performance evaluation achievable goals. In addition, requiring an employee to obtain a job offer from outside the agency for review of a pay increase shall be prohibited.	Indeterminate	Contingent on the availability of funds and the approval of the Executive Branch or Legislative Branch.
<b>Article 25, Section 5</b> - Provides for a Comprehensive Area Differential pay review by the State of Florida and a potential pay adjustment based on such review to bring positions in line with current costs of living and equitable wage provisions.	Indeterminate	Provides for a comprehensive area differential pay study to be conducted.
<b>Article 25, Section 6</b> - Provides for a pay adjustment based on an employee's years of service in the bargaining unit, this adjustment is needed to mitigate compression, since all members of the bargaining unit base rate of being adjusted to \$41,600.	\$1.7 M	Calculation is based on data from PeopleFirst for CBU 11 as of November 30, 2023. A total of 604 FTE with at least one year of service within CBU 11 was considered in the calculation for meeting the criteria. The calculation includes Retirement and FICA and an effective date of October 1, 2024 (date for at least year one year of service).



## Snapshot of Articles Negotiated for FY 2024-2025

### **The State of Florida and the Florida Police Benevolent Association Florida Highway Patrol Unit Fiscal Year 2024-2025 Collective Bargaining Reopener Negotiations**

#### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering 2023-2026. During reopener years, each party may open up to three articles, plus wages and insurance, for negotiations.

#### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024:**

**The parties reached tentative agreement on changes or updates to the following articles:**

None

**The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:**

Article 15 – Seniority  
Article 16 – Employment Outside State Government  
Article 25 – Wages  
Article 27 – Insurance Benefits

#### **REFERENCE**

A copy of the current Florida Highway Patrol Unit agreement can be found at the following link:

[PBA-Florida Highway Patrol FY 2023-2026 Successor Agreement \(12-20-2023\)](#)

**Florida Police Benevolent Association (PBA)**  
**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: December 14, 2023**  
**Fiscal Year 2024-2025 Reopener Agreement Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded: Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
15 - Seniority	<p>12/14/23: Counter Proposal for Status Quo</p>	<p>11/27/23:</p> <p>The Union proposed the following changes to Section 2:</p> <p>"Except under extraordinary circumstances, vacations, shifts, shift transfers, regular days off, <u>and zone preference</u> shall be scheduled with due regard for the <u>seniority in rank, employee preference and</u> needs of the agency. <del>Seniority, and employee preference.</del> The state and the PBA understand that there may be times when the needs of the agency will not permit such scheduling."</p>	<p>Union clarified that seniority in rank is applicable to the class that the employee is in. Union stated that there are 3 ranks covered in the seniority that include Trooper, Corporal, and Sergeant. The Union stated that if a person is promoted, they have to restart their seniority, but not if they are demoted.</p> <p>Proposed changes are not consistent with how seniority is defined in the contract. Also, HSMV does not support adding zone preference due to logistical issues.</p>

**Florida Police Benevolent Association (PBA)**  
**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
16 - Employment Outside State Government	12/14/23: Counter Proposal for Status Quo	11/27/23:  Section 3(B) - "Scheduling of off-duty police employment shall be <del>at the discretion</del> <u>done by the member with the oversight</u> of the agency."	The Union stated this change does not remove agency oversight of scheduling. However, the agency would not dictate who is scheduled.  HSMV does not concur with this change, as outside police employment occurs under the auspices of the agency and there is a public interest in the agency maintaining its current level of control over the scheduling process. HSMV is reviewing its process to ensure assignments are being made as equitably as feasible.









**Florida Police Benevolent Association (PBA)**  
**Florida Highway Patrol Unit - State Personnel System**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)		(continued from above)  Section 6 - "The Department of Highway Safety and Motor Vehicles is authorized to grant Critical Market Pay additives to sworn law enforcement officers residing in and assigned to:  1. <u>Monroe County will receive <del>\$8,000</del> \$15,000 per year.</u>  2. <u>The following Counties will receive <del>\$5,000</del> \$10,000 per year:</u> <u>a.Lee</u> <u>b.Collier</u> <u>c.Hillsborough</u> <u>d.Orange</u> <u>e.Pinellas</u> <u>f.Duval</u> <u>g.Marion</u> <u>h.Escambia</u> <u>i.Alachua</u> <u>j.Baker</u> <u>k.Clay</u> <u>l.Charlotte</u> <u>m.Flagler</u>	OPB Cost Analysis:  <b>\$16.8 M</b> - Calculation is based on 1,794 FTE of CBU 12 that met the criteria for the Florida Highway Patrol Critical Market Pay additive for sworn law enforcement officers that reside in and are assigned to the following counties: Monroe, Lee, Collier, Hillsborough, Orange, Pinellas, Duval, Marion, Escambia, Alachua, Baker, Clay, Charlotte, Flagler, Indian River, Santa Rosa, Manatee, Martin, Nassau, Osceola, Pasco, Sarasota, Seminole, St. Johns, St. Lucie, Volusia, Miami-Dade, Palm Beach, Broward, Osceola, Walton, Holmes, Washington, Bay, Jackson, Calhoun, Gulf, Gadsden, Liberty, Franklin, Leon, Wakulla, Jefferson, Madison, Taylor, Hamilton, Suwannee, Lafayette, Dixie, Columbia, Gilchrist, Levy, Union, Bradford, Putnam, Citrus, Sumter, Lake, Hernanco, Polk, Brevard, Hardee, Desoto, Highlands, Okeehcabee, Glades, and Hendry counties. People First data was used for physical county and home county as the source of the calculation.
(continued below)		(continued below)	

















**Florida Police Benevolent Association (PBA)**  
**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: December 14, 2023**  
**Fiscal Year 2024-2025 Reopener Agreement Negotiations**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	12/5/23:  SECTION 1 – General Pay Provisions Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.  SECTION 2 – Pay Additives The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.  SECTION 3 – Performance Pay In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.		



**Florida Police Benevolent Association (PBA)**  
**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits (continued from above)           (continued below)		(continued from above)  <u>"SECTION 3: Retiree Healthcare Supplement</u>  <u>A) The State will provide all retirees with a health care supplement in the amount of <del>\$7.50</del> \$15.00 for each active year of service."</u>	Union clarified that the supplement would be for up to 30 years of active service.  The Health Insurance Subsidy (HIS) is an economic issue that requires legislative approval and is a retiree benefit. This Unit does not represent retirees and the contract does not contain provisions related to retirement benefits.

**Florida Police Benevolent Association (PBA)**  
**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
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**Shaded: Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits (continued from above)	12/5/23:  "In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2024-2025, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year 2024-2025."  "(A) Funeral and burial expenses will be as provided in section 112.19, Florida Statutes.  (B) Education benefits will be as provided in section 112.19, Florida Statutes.  (C) State Employees Group Health Plans premium for the employee's surviving spouse and children will be as provided in section 110.123, Florida Statutes.  (D) Any complaint or claim by an employee or the PBA concerning this Section shall not be subject to the Grievance Procedure of this Agreement."		

**Article 15**  
**SENIORITY**

**SECTION 1 – Definition**

For the purpose of this Agreement, “seniority” shall be defined as continuous service in the broadband level; provided, however, that an employee shall be considered to have a break in service when the employee separates and is not on any State Personnel System payroll for at least 31 calendar days following the separation.

**SECTION 2 – Seniority Application**

Except under extraordinary circumstances, vacations, shifts, shift transfers and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. The state and the PBA understand that there may be times when the needs of the agency will not permit such scheduling.

**SECTION 3 – Vacation and Holiday Leave**

Where practicable, requests for leave of 40 contiguous hours or more, or for holidays, shall be requested at least 60 days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision nothing shall preclude the DHSMV from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
George Corwine  
Chief Negotiator, Florida PBA

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Date

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**ARTICLE 15  
SENIORITY**

**SECTION 1 – Definition**

For the purpose of this Agreement, “seniority” shall be defined as continuous service in the broadband level; provided, however, that an employee shall be considered to have a break in service when the employee separates and is not on any State Personnel System payroll for at least 31 calendar days following the separation.

**SECTION 2 – Seniority Application**

Except under extraordinary circumstances, vacations, shifts, shift transfers, regular days off, and zone preference shall be scheduled with due regard for the seniority in rank, employee preference and needs of the agency. seniority, and employee preference. The State and the PBA understand that there may be times when the needs of the agency will not permit such scheduling.

**SECTION 3 – Vacation and Holiday Leave**

Where practicable, requests for leave of 40 contiguous hours or more, or for holidays, shall be requested at least 60 days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision nothing shall preclude the DHSMV from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

**For the State of Florida**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
George J. Corwine  
PBA’s Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Article 16**  
**EMPLOYMENT OUTSIDE STATE EMPLOYMENT**

**SECTION 1 – Definitions**

For purposes of this Article, the following definitions are used:

A. “Hireback”: Off-duty police employment administered by the state.

B. “Off-Duty Employment”: Any secondary employment undertaken while in an off- duty status which does not entail the use or implied use of police authority. Work of this type provides no real or potential law enforcement services, and vested police powers are not a condition of employment.

C. “Off-Duty Police Employment” (ODPE): Secondary employment undertaken while in other than a duty status which entails actual or potential use of police authority and requires police

powers as a condition of employment. The definition encompasses those who schedule off-duty police employment.

D. “ODPE Job”: A distinct project that has one employer and in which work is performed in a set location(s) identified at the beginning of the job. In the case of a construction or similar project, an ODPE job may consist of multiple phases. However, a second distinct construction project shall be considered a separate ODPE job for the purposes of assigning a scheduler.

**For the State**

**For the PBA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

George Corwine  
Chief Negotiator, Florida PBA

---

Date

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Date

**SECTION 2 – Outside Employment – Non-Police Employment**

A. On the effective date of this Agreement, any employee who is performing non-police employment outside of state government, which employment has not been previously approved, shall be subject to the provisions of Section 1(B) of this Article.

B. If, during the term of this Agreement, an employee is to accept new non-police employment outside of state government, the employee shall notify his Agency Head, or designee, of such employment, prior to date of employment, and verify that such non-police employment does not conflict with the employee’s state employment, or with the DHSMV’s policies or procedures limiting such outside employment. Should such conflict(s) be found to exist, outside employment shall be disapproved. Absent extenuating circumstances, a disapproval of a notice or request for outside non-police employment will be communicated to the employee within 14 calendar days of the notice or request. If extenuating circumstances prevent a determination as to the appropriateness of the non-police employment, the reasons for the delay will be provided to the employee in writing. Whenever the state determines that any outside employment conflicts with the employee’s responsibilities connected with his state employment, the outside employment may be disapproved and prohibited. Disapprovals of outside employment shall be subject to the Agreement’s expedited arbitration procedure.

C. During the course of the employee’s outside employment, the DHSMV may make reasonable inquiries of the employee to ensure that the employee’s continued outside employment does not constitute a conflict of interest, or interfere with the employee’s primary duties as a state law enforcement officer.

D. An employee who has been placed on administrative duties by the Department may be allowed to work Non-Police Employment outside of work hours upon approval by the Department.

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
George Corwine  
Chief Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 3 – Outside Employment – Police Employment**

A. An employee who wishes to perform police employment outside of state government shall secure the required approval in advance in accordance with the agency’s policies and procedures. Permission shall not be withheld as long as such outside employment does not conflict with the employee’s state employment or with the agency’s policies and procedures limiting such outside employment.

B. Scheduling of off-duty police employment shall be at the discretion of the agency.

C. Requests for approval of outside employment shall be acted upon in a timely manner. Within 60 days of ratification of the Agreement, the parties will initiate consultations on the amount of off-duty hours to be allowed. Absent extenuating circumstances, a disapproval of outside employment will be communicated within 14 calendar days of the submission of the notice by the employee. In the event extenuating circumstances prevent a determination within 14 calendar days, the reasons for the delay will be provided in writing to the employee. A request can be denied or an approval can be revoked whenever the outside employment conflicts with the employee’s state employment or the agency’s policies and procedures. Disapprovals of a request for outside employment shall be subject to the Agreement’s expedited arbitration procedure.

D. During the course of the employee’s outside employment, the DHSMV may make reasonable inquiries of the employee to ensure that the employee’s continued outside employment does not constitute a conflict of interest, or interfere with the employee’s primary duties as a state law enforcement officer.

**For the State**

**For the PBA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

George Corwine  
Chief Negotiator, Florida PBA

---

Date

---

Date

E. Each employee will be permitted to wear his uniform and personal equipment and use his patrol car during approved off-duty police employment. An employee who desires to seek outside employment during his off-duty hours or leave time will seek permission from the DHSMV whose decision will be in accordance with the policy established by the agency on such matters. Approval for such outside employment will be granted so long as it:

1. Does not constitute a conflict of interest;
2. Does not interfere with the employee’s primary duties as a state law enforcement officer; and
3. Is within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his job duties and responsibilities.

F. When required by the state, employees who are utilizing state equipment while performing police employment outside of state employment shall be responsible for all insurance relative to such outside employment, including workers’ compensation, liability and vehicle insurance, unless the employees are engaged in activity as provided in section 440.091, F.S.

**SECTION 4 – Taxes**

The employee shall be responsible for reporting and paying all taxes incurred as a result of off duty police and off-duty non-police employment.

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
George Corwine  
Chief Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ARTICLE 16  
EMPLOYMENT OUTSIDE THE STATE GOVERNMENT**

**SECTION 1 – Definitions**

For purposes of this Article, the following definitions are used:

(A) “Hireback”: Off-duty police employment administered by the state.

(B) “Off-Duty Employment”: Any secondary employment undertaken while in an off-duty status which does not entail the use or implied use of police authority. Work of this type provides no real or potential law enforcement services, and vested police powers are not a condition of employment.

(C) “Off-Duty Police Employment” (ODPE): Secondary employment undertaken while in other than a duty status which entails actual or potential use of police authority and requires police powers as a condition of employment. The definition encompasses those who schedule off-duty police employment.

(D) “ODPE Job”: A distinct project that has one employer and in which work is performed in a set location(s) identified at the beginning of the job. In the case of a construction or similar project, an ODPE job may consist of multiple phases. However, a second distinct construction project shall be considered a separate ODPE job for the purposes of assigning a scheduler.

**SECTION 2 – Outside Employment – Non-Police Employment**

(A) On the effective date of this Agreement, any employee who is performing non-police employment outside of state government, which employment has not been previously approved, shall be subject to the provisions of Section 1(B) of this Article.

(B) If, during the term of this Agreement, an employee is to accept new non-police employment outside of state government, the employee shall notify his Agency Head, or designee, of such employment, prior to date of employment, and verify that such non-police employment does not conflict with the employee’s state employment, or with the DHSMV’s policies or procedures limiting such outside employment. Should such conflict(s) be found to exist, outside employment shall be disapproved. Absent extenuating circumstances, a disapproval of a notice or request for outside non-police employment will be communicated to the employee within 14 calendar days of the notice or request. If extenuating circumstances prevent a determination as to the appropriateness of the non-police employment, the reasons for the delay will be provided to the employee in writing. Whenever the state determines that any outside employment conflicts with the employee’s responsibilities connected with his state employment, the outside employment may be disapproved and prohibited. Disapprovals of outside employment shall be subject to the Agreement’s expedited arbitration procedure.

**For the State of Florida**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
George J. Corwine  
PBA’s Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

41  
42 (C) During the course of the employee's outside employment, the DHSMV may make  
43 reasonable inquiries of the employee to ensure that the employee's continued outside employment does not  
44 constitute a conflict of interest, or interfere with the employee's primary duties as a state law enforcement  
45 officer.

46  
47 (D) An employee who has been placed on administrative duties by the Department may be  
48 allowed to work Non-Police Employment outside of work hours upon approval by the Department.

49  
50 **SECTION 3 – Outside Employment – Police Employment**

51  
52 (A) An employee who wishes to perform police employment outside of state government shall  
53 secure the required approval in advance in accordance with the agency's policies and procedures.  
54 Permission shall not be withheld as long as such outside employment does not conflict with the employee's  
55 state employment or with the agency's policies and procedures limiting such outside employment.

56  
57 (B) Scheduling of off-duty police employment shall be ~~at the discretion~~ done by the member  
58 with the oversight of the agency.

59  
60 (C) Requests for approval of outside employment shall be acted upon in a timely manner. Within  
61 60 days of ratification of the Agreement, the parties will initiate consultations on the amount of off-duty  
62 hours to be allowed. Absent extenuating circumstances, a disapproval of outside employment will be  
63 communicated within 14 calendar days of the submission of the notice by the employee. In the event  
64 extenuating circumstances prevent a determination within 14 calendar days, the reasons for the delay will  
65 be provided in writing to the employee. A request can be denied or an approval can be revoked whenever  
66 the outside employment conflicts with the employee's state employment or the agency's policies and  
67 procedures. Disapprovals of a request for outside employment shall be subject to the Agreement's expedited  
68 arbitration procedure.

69  
70 (D) During the course of the employee's outside employment, the DHSMV may make  
71 reasonable inquiries of the employee to ensure that the employee's continued outside employment does not  
72 constitute a conflict of interest, or interfere with the employee's primary duties as a state law enforcement  
73 officer.

74  
75 (E) Each employee will be permitted to wear his/her uniform and personal equipment and use  
76 his/her patrol car or vessel during approved off-duty police employment. An employee who desires to seek  
77 outside employment during his/her off-duty hours or leave time will seek permission from the DHSMV  
78 whose decision will be in accordance with the policy established by the agency on such matters. Approval  
79 for such outside employment will be granted so long as it:

80

**For the State of Florida**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

- 81                   (1)     Does not constitute a conflict of interest;  
82  
83                   (2)     Does not interfere with the employee's primary duties as a state law  
84 enforcement officer; and  
85  
86                   (3)     Is within the duties and responsibilities the employee performs or may  
87 reasonably be expected to perform as a part of his job duties and responsibilities.  
88  
89                   (F)     When required by the state, employees who are utilizing state equipment while performing  
90 police employment outside of state employment shall be responsible for all insurance relative to such  
91 outside employment, including workers' compensation, liability and vehicle insurance, unless the  
92 employees are engaged in activity as provided in section 440.091, F.S.  
93

94 **SECTION 4 – Taxes**

95                   The employee shall be responsible for reporting and paying all taxes incurred as a result of off duty  
96 police and off-duty non-police employment.  
97

**For the State of Florida**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Date

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**For the State**

**For PBA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

George Corwine  
Chief Negotiator

---

Date

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Date



**ARTICLE 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year ~~2023-2024~~ 2024-2025 General Appropriations Act.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and Section 8 of the Fiscal Year ~~2023-2024~~ 2024-2025 General Appropriations Act.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2023-2024~~ 2024-2025 General ~~contingent upon the availability of funds and at the Agency Head's discretion,~~ each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**SECTION 4 – Inflation Pay Adjustment**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2023-2024~~ 2024-2025, effective July 1, ~~2023~~ 2024, each eligible employee's June 30, ~~2023~~ 2024, base rate of pay shall be increased by ~~5.38 percent~~ \$10,000 per bargaining unit member to address rising inflation. The inflation pay adjustment shall be made before any other adjustments.

**SECTION 5 – Other Pay Provisions**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2023-2024~~ 2024-2025 General, ~~effective July 1, 2023,~~ the minimum annual base rate of pay for each eligible unit employee shall be ~~\$52,500~~ \$62,500 for the Rank of Trooper.

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

36

37 **SECTION 6 – Critical Market Pay**

38

39 The Department of Highway Safety and Motor Vehicles is authorized to grant Critical Market Pay  
40 additives to sworn law enforcement officers residing in and assigned to:

41

42 1. Monroe County will receive ~~\$8,000~~ \$15,000 per year.

43 2. The following Counties will receive ~~\$5,000~~ \$10,000 per year:

44

45 a. Lee

46 b. Collier

47 c. Hillsborough

48 d. Orange

49 e. Pinellas

50 f. Duval

51 g. Marion

52 h. Escambia

53 i. Alachua

54 j. Baker

55 k. Clay

56 l. Charlotte

57 m. Flagler

58 n. Indian River

59 o. Santa Rosa

60 p. Manatee

61 q. Martin

62 r. Nassau

63 s. Osceola

64 t. Pasco

65 u. Sarasota

66 v. Seminole

67 w. St. Johns

68 x. St. Lucia

69 y. Volusia

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

- 70 z. Miami-Dade  
71 aa. Palm Beach  
72 bb. Broward  
73  
74 3. The following Counties will receive \$7,500 per year:  
75  
76 a. Okaloosa  
77 b. Walton  
78 c. Holmes  
79 d. Washington  
80 e. Bay  
81 f. Jackson  
82 g. Calhoun  
83 h. Gulf  
84 i. Gadsden  
85 j. Liberty  
86 k. Franklin  
87 l. Leon  
88 m. Wakulla  
89 n. Jefferson  
90 o. Madison  
91 p. Taylor  
92 q. Hampton  
93 r. Suwannee  
94 s. Lafayette  
95 t. Dixie  
96 u. Columbia  
97 v. Gilchrist  
98 w. Levy  
99 x. Union  
100 y. Bradford  
101 z. Putnam  
102 aa. Citrus  
103 bb. Sumter  
104 cc. Lake  
105 dd. Hernando

**For the State**

**For PBA**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

George J. Corwine  
PBA's Chief Labor Negotiator

---

Date

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Date

- 106 ee. Polk
- 107 ff. Brevard
- 108 gg. Hardy
- 109 hh. Desoto
- 110 ii. Highlands
- 111 jj. Okeechobee
- 112 kk. Glades
- 113 ll. Hendry

114

115 These critical market pay additives and equivalent salary adjustments may be granted only during  
116 the time in which the employee resides in, and is assigned to duties within, those counties.

117

118 The Department of Highway Safety and Motor Vehicles may grant special duties pay additives of  
119 ~~\$2,000~~ \$5,000 for law enforcement officers who perform additional duties as K-9 handlers, felony  
120 officers, criminal interdiction officers, criminal investigation and intelligence officers (BCII), new  
121 recruit background checks and training, and technical support officers, drug recognition experts,  
122 hazardous material squad members, compliance investigation squad members, motorcycle squad  
123 members, Quick Response Force Team, Honor Guard, or Florida Advanced Investigation,  
124 Reconstruction Teams and High Liability Instructors (Driving, Firearms, Defensive Tactics,  
125 Agency Inspector and First Aid). Bargaining unit members will be compensated for up to a  
126 maximum of two (2) pay additives from this section. Bargaining unit members must be active in  
127 the discipline they are receiving compensation for under this paragraph.

128

129 **SECTION 7 – Commercial Motor Vehicle Assignment Pay**

130

131 The Department of Highway Safety and Motor Vehicles is authorized to continue to grant a pay  
132 additive of ~~\$162.50~~ \$325.00 per pay period for law enforcement officers assigned to the Office of  
133 Motor Carrier Compliance/Florida Highway Patrol Office of Commercial Vehicle Enforcement  
134 who maintain certification by the Commercial Vehicle Safety Alliance.

**For the State**

**For PBA**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

George J. Corwine  
PBA's Chief Labor Negotiator

---

Date

---

Date

**Article 27**  
**INSURANCE BENEFITS**

**SECTION 1 – State Employees Group Insurance Program**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year ~~2024-2025~~~~2023-2024~~, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year ~~2024-2025~~~~2023-2024~~.

**SECTION 2 – Death In-Line-Of-Duty Benefits**

- (A) Funeral and burial expenses will be as provided in section 112.19, Florida Statutes.
- (B) Education benefits will be as provided in section 112.19, Florida Statutes.
- (C) State Employees Group Health Plans premium for the employee’s surviving spouse and children will be as provided in section 110.123, Florida Statutes.
- (D) Any complaint or claim by an employee or the PBA concerning this Section shall not be subject to the Grievance Procedure of this Agreement.

**For the State**

**For PBA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

George Corwine  
Chief Negotiator

---

Date

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Date

**Article 27**  
**INSURANCE BENEFITS**

**SECTION 1 – State Employees Group Insurance Program**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2023-2024~~ 2024-2025, the benefits and employee share of premiums for the State Employees Group Health Insurance Plans shall remain unchanged for Fiscal Year ~~2023-2024~~, 2024-2025.

**SECTION 2 – Death In-Line-Of-Duty Benefits**

(A) Funeral and burial expenses will be as provided in section 112.19, Florida Statutes.

(B) Education benefits will be as provided in section 112.19, Florida Statutes.

(C) State Employees Group Health Self-Insurance Plan premium for the employee’s surviving spouse and children will be as provided in section 110.123, Florida Statutes.

(D) Any complaint or claim by an employee or the PBA concerning this Section shall not be subject to the Grievance Procedure of this Agreement.

**SECTION 3 – Retiree Healthcare Supplement**

A) The State will provide all retirees with a health care supplement in the amount of \$7.50 \$15.00 for each active year of service.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
George J. Corwine  
PBA’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**PBA - Florida Highway Patrol Collective Bargaining Unit (12)  
Fiscal Year 2024-25 Wage Proposals**

Union/Issue	Estimated Cost	Comments
<b>Article 25, Section 2:</b> Provides for pay additives for eligible members of the bargaining unit.	Indeterminate	
<b>Article 25, Section 3:</b> Provides eligible employees with a merit pay increase based on the employee's performance.	Indeterminate	Contingent on the availability of funds and the Agency Head's discretion which is unknown at this time.
<b>Article 25, Section 4:</b> Provides for a pay increase of \$10,000 for each eligible member of the bargaining unit to address rising inflation, effective July 1, 2024. This increase shall be made before any other pay adjustments.	\$24.2 M	Calculation is based on increasing the minimum base rate of pay by 10,000 for 1,794 FTE of CBU 12 for 12 months. The new base was calculated for applicable employees using People First data as of November 2023 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts.
<b>Article 25, Section 5 (Trooper Class):</b> Provides a new base rate of pay of \$62,500 for Troopers, effective July 1, 2024.	\$8.7 M	Calculation is based on increasing the minimum base rate of pay to \$60,000 for members of the bargaining unit ranked as a Trooper, which included 972 FTE of CBU 12. The new base was calculated for applicable employees using People First data as of November 2023 transferred into LAS/PBS as the source for the data. Includes all positions, both filled and vacant. This amount includes retirement/FICA.

<p><b>Article 25, Section 6:</b> Provides a Critical Market Pay additive for sworn law enforcement officers of the Department of Highway Safety and Motor Vehicles that reside in and assigned to: (1) Monroe County will receive \$15,000; (2) Lee, Collier, Hillsborough, Orange, Pinellas, Duval, Marion, Escambia, Alachua, Baker, Clay, Charlotte, Flagler, Indian River, Santa Rosa, Manatee, Martin, Nassau, Osceola, Pasco, Sarasota, Seminole, St. Johns, St. Lucie, Volusia, Miami-Dade, Palm Beach and Broward counties receive \$10,000; (3) Osceola, Walton, Holmes, Washington, Bay, Jackson, Calhoun, Gulf, Gadsden, Liberty, Franklin, Leon, Wakulla, Jefferson, Madison, Taylor, Hamilton, Suwannee, Lafayette, Dixie, Columbia, Gilchrist, Levy, Union, Bradford, Putnam, Citrus, Sumter, Lake, Hernanco, Polk, Brevard, Hardee, Desoto, Highlands, Okeehcabee, Glades, and Hendry counties receive \$7,500. The critical market pay adjustment should only be granted during the time in which an employee resides in, and is assigned to duties within, those counties. This is not to increase an employee's base rate of pay.</p>	<p>\$16.8 M</p>	<p>Calculation is based on 1,794 FTE of CBU 12 that met the criteria for the Florida Highway Patrol Critical Market Pay additive for sworn law enforcement officers that reside in and are assigned to the following counties: Monroe, Lee, Collier, Hillsborough, Orange, Pinellas, Duval, Marion, Escambia, Alachua, Baker, Clay, Charlotte, Flagler, Indian River, Santa Rosa, Manatee, Martin, Nassau, Osceola, Pasco, Sarasota, Seminole, St. Johns, St. Lucie, Volusia, Miami-Dade, Palm Beach, Broward, Osceola, Walton, Holmes, Washington, Bay, Jackson, Calhoun, Gulf, Gadsden, Liberty, Franklin, Leon, Wakulla, Jefferson, Madison, Taylor, Hamilton, Suwannee, Lafayette, Dixie, Columbia, Gilchrist, Levy, Union, Bradford, Putnam, Citrus, Sumter, Lake, Hernanco, Polk, Brevard, Hardee, Desoto, Highlands, Okeehcabee, Glades, and Hendry counties. People First data was used for physical county and home county as the source of the calculation.</p>
<p>In addition, Highway Safety and Motor Vehicles may grant special duties pay additive of \$5,000 for law enforcement officers who perform additional duties as K-9 handlers, felony officers, criminal interdiction officers, criminal investigation and intelligence officers (BCII), new recruit background checks and training, technical support officers, drug recognition experts, hazardous material squad members, compliance investigation squad members, motorcycle squad members, Quick Response Force Team, Honor Guard, or Florida Advanced Investigation, Reconstruction Teams and High Liability Instructors (Driving, Firearms, Defensive Tactics and First Aid).</p>	<p>Indeterminate</p>	
<p><b>Article 25, Section 7:</b> Provides a pay additive of \$325.00 per pay period for law enforcement officers assigned to the Office of Motor Carrier Compliance/Florida Highway Patrol Office of Commercial Vehicle Enforcement who maintain certification by the Commercial Vehicle Safety Alliance.</p>	<p>Indeterminate</p>	





## Snapshot of Articles Negotiated for FY 2024-2025

### The State of Florida and the Florida Police Benevolent Association Law Enforcement Unit 2024-2025 Collective Bargaining Reopener Negotiations

#### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering 2023-2026. During reopener years, each party may open up to three articles, plus wages and insurance, for negotiations.

#### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024:**

**The parties reached tentative agreement on status quo for the following articles:**

Article 21 – Compensation For Temporary Special Duty In Higher Level Position  
Article 28 – Travel Expenses

**The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:**

Article 25 – Wages  
Article 27 – Insurance Benefits

#### **REFERENCE**

A copy of the current Law Enforcement Unit agreement can be found at the following link:

[PBA-Law Enforcement Unit FY 2023-2026 Successor Agreement \(12-20-2023\)](#)



**Florida Police Benevolent Association (PBA)**  
**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: December 14, 2023**  
**Fiscal Year 2024-2025 Reopener Agreement Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded: Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
21 - Compensation For Temporary Special Duty In Higher Level Positions (continued from above)	12/14/23: Counter Proposal for Status Quo	(continued from above)  The Union proposed the following new section 4- to article 21:  <u>"Employees who are assigned to train a new recruit in the Field Training Program shall receive a stipend of thirty dollars (\$30) per DOR (Daily Observation Report) completed. The DOR shall be designated in the employee's time card in People First using a pay code designated by the State of Florida."</u>	The Union clarified the word "recruit" was intended to mean all trainees.  The union also clarified that if a trainee had two people per day to train, the employee would then receive the \$30 stipend for both trainees. (i.e.) the employee would get a \$60 stipend if training two people per day as this was to be considered a double shift.  However, this is an economic issue that requires legislative approval. The Union did not provide a compelling reason why a stipend is needed in addition to the trainee pay additive.  12/14/23: Union tentatively agreed to State's Proposal of 12/14/23.



**Florida Police Benevolent Association (PBA)**  
**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: December 14, 2023**  
**Fiscal Year 2024-2025 Reopener Agreement Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded: Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)		(continued from above)  <u>Section 5 - "In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2024-2025, effective July 1, 2024, the minimum annual base rate of pay for each eligible unit employee shall be \$55,000"</u>	OPB Cost Analysis:  <b>\$1.8 M</b> - Calculation is based on increasing the minimum base rate of pay to \$55,000 for 628 FTE of CBU 06 for 12 months. The new base was calculated for applicable employees using People First data as of November 2023 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts.



**Florida Police Benevolent Association (PBA)**  
**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: December 14, 2023**  
**Fiscal Year 2024-2025 Reopener Agreement Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded: Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  contingent upon the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's performance rating of at least commendable, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.		
27 - Insurance Benefits		11/27/23:  The Union presented proposal (dated 11/27/23). Proposal was resubmitted on 11/28/23, with clarifying edits as follows:  <u>"The State will provide all retirees with a health care supplement in the amount of \$7.50 \$15.00 for each active year of service."</u>	The Union clarified the supplement would be for each active year of service for up to 30 years.  The Health Insurance Subsidy (HIS) is an economic issue that requires legislative approval and is a retiree benefit. This Unit does not represent retirees and the contract does not contain provisions related to retirement benefits.

**Florida Police Benevolent Association (PBA)**  
**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: December 14, 2023**  
**Fiscal Year 2024-2025 Reopener Agreement Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded: Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits	<p>12/5/23:</p> <p>In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2024-2025, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year 2024-2025.</p> <p>(A)Funeral and burial expenses will be as provided in section 112.19, Florida Statutes.</p> <p>(B)Education benefits will be as provided in section 112.19, Florida Statutes.</p> <p>(C)State Employees Group Health Plans premium for the employee's surviving spouse and children will be as provided in section 110.123, Florida Statutes.</p> <p>(D)Any complaint or claim by an employee or the PBA concerning this Section shall not be subject to the Grievance Procedure of this Agreement.</p>		



**Florida Police Benevolent Association (PBA)**  
**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: December 14, 2023**  
**Fiscal Year 2024-2025 Reopener Agreement Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded: Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
28 - Travel Expenses	12/14/23: Counter Proposal for Status Quo	11/27/23:  The Union presented proposal (dated 11/27/23). Proposal was resubmitted on 11/28/23, with clarifying edits as follows:  <u>"When an employee travels on official State business, the State shall pay for any lodging and associated costs. Payments shall be made to the employee no less than seventy-two (72) hours in advance of the employee's departure for the training."</u>	11/27/23:  The Union clarified that "associated costs" includes resort fees and parking fees at hotels and toll roads. (Such expenses are typically covered already when related to business travel).  Section 112.061.(12), F.S. already provides for travel advancements, but is intended to apply only in special circumstances. Information will be provided from the agencies to the Union to clarify current practices and explain how agencies ensure reimbursements are processed promptly.  12/14/23: Union tentatively agreed to State's Proposal of 12/14/23.

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**For the State**

**For PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
George Corwine  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 25 WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year ~~2023-2024~~ 2024-2025 General Appropriations Act.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and Section 8 of the Fiscal Year ~~2023-2024~~ 2024-2025 General Appropriations Act.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2023-2024~~ 2024-  
2025, contingent upon the availability of funds and at the Agency Head's discretion, each agency is  
authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by  
a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**SECTION 4 – Inflation and Competitive Pay Adjustment**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2023-2024~~ 2024-2025,  
effective July 1, ~~2023~~ 2024, each eligible employee's June 30, ~~2023~~ 2024, base rate of pay shall be FY~~2023-~~  
~~2024~~ 2024-2025 The State of Florida & The Florida Police Benevolent Association – Law  
Enforcement Unit increased by ~~5.0~~ ten percent (10%) to address elevated inflation and provide a  
competitive pay adjustment. This inflation and competitive pay adjustment shall be made before any other  
adjustments.

**SECTION 5 – Other Pay Provisions**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2024-2025, effective  
July 1, 2024, the minimum annual base rate of pay for each eligible unit employee shall be \$55,000.

**For the State of Florida**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Date

**Article 27**  
**INSURANCE BENEFITS**

**SECTION 1 – State Employees Group Insurance Program**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year ~~2024-2025~~~~2023-2024~~, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year ~~2024-2025~~~~2023-2024~~.

**SECTION 2 – Death In-Line-Of-Duty Benefits**

- (A) Funeral and burial expenses will be as provided in section 112.19, Florida Statutes.
- (B) Education benefits will be as provided in section 112.19, Florida Statutes.
- (C) State Employees Group Health Plans premium for the employee’s surviving spouse and children will be as provided in section 110.123, Florida Statutes.
- (D) Any complaint or claim by an employee or the PBA concerning this Section shall not be subject to the Grievance Procedure of this Agreement.

**For the State**

**For PBA**

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Mike Mattimore  
State’s Chief Labor Negotiator

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George Corwine  
Chief Negotiator

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Date

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Date

**Article 27**  
**INSURANCE BENEFITS**

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**SECTION 1 – State Employees Group Insurance Program**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2023-2024~~ 2024-2025, the benefits and employee share of premiums for the State Employees Group Health Insurance Plans shall remain unchanged for Fiscal Year ~~2023-2024~~, 2024-2025.

**SECTION 2 – Death In-Line-Of-Duty Benefits**

- (A) Funeral and burial expenses will be as provided in section 112.19, Florida Statutes.
- (B) Education benefits will be as provided in section 112.19, Florida Statutes.
- (C) State Employees Group Health Self-Insurance Plan premium for the employee’s surviving spouse and children will be as provided in section 110.123, Florida Statutes.
- (D) Any complaint or claim by an employee or the PBA concerning this Section shall not be subject to the Grievance Procedure of this Agreement.

**SECTION 3 – Retiree Healthcare Supplement**

- A) The State will provide all retirees with a health care supplement in the amount of \$7.50 \$15.00 for each active year of service.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
George J. Corwine  
PBA’s Chief Labor Negotiator

\_\_\_\_\_  
Date

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PBA - Law Enforcement Collective Bargaining Unit (06) Fiscal Year 2024-25 Wage Proposals		
Union/Issue	Estimated Cost	Comments
<b>Article 25, Section 2:</b> Provides an additional temporary pay additive for eligible members of the bargaining unit.	Indeterminate	
<b>Article 25, Section 3:</b> Provides eligible employees with a merit pay increase based on the employee's performance.	Indeterminate	Contingent on the availability of funds and the Agency Head's discretion which is unknown at this time.
<b>Article 25, Section 3:</b> Provides a competitive pay adjustment for Fiscal Year 2024-2025 of 10% to each eligible's base rate of pay to address elevated inflation, effective July 1, 2024. This adjustment shall be made before any other pay adjustments.	\$11.5 M	Calculation is based on increasing the minimum base rate of pay by 10% for 1,455 FTE of CBU 06 for 12 months. The new base was calculated for applicable employees using People First data as of November 2023 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts.
<b>Article 25, Section 3 (C):</b> Provides a competitive pay adjustment to increase the minimum the base rate of pay to \$55,000 for eligible members of the bargaining unit effective July 1, 2024.	\$1.8 M	Calculation is based on increasing the minimum base rate of pay to \$55,000 for 628 FTE of CBU 06 for 12 months. The new base was calculated for applicable employees using People First data as of November 2023 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts.



# Snapshot of Articles Negotiated for FY 2024-2025

## The State of Florida and the Florida Police Benevolent Association Security Services Unit Fiscal Year 2024-2025 Collective Bargaining Reopener Negotiations

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering 2023-2026. During reopener years, each party may open up to three articles, plus wages and insurance, for negotiations.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 9, 2024:**

**The parties reached tentative agreement on changes or updates to the following articles:**

Article 27 – Insurance Benefits (Premiums To Remain Unchanged)

**The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:**

Article 25 – Wages

### **REFERENCE**

A copy of the current Security Services Unit agreement can be found at the following link:

[PBA-Security Services Unit 2023-2026 Successor Agreement \(12-20-2023\)](#)











**Florida Police Benevolent Association (PBA)**  
**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: January 4, 2024**  
**Fiscal Year 2024-2025 Reopener Agreement Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded: Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.  SECTION 4 – Florida Department of Corrections Retention Pay In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, a special pay adjustment to the annual base rate of pay is provided for correctional officers and correctional probation officers as follows:  (1) \$1,000 special pay adjustment for each employee with at least two years but less than three years of combined continuous service in one or more of the classes listed below.  (2) \$500 special pay adjustment for each employee with at least five years		
(continued below)	(continued below)		

**Florida Police Benevolent Association (PBA)**  
**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: January 4, 2024**  
**Fiscal Year 2024-2025 Reopener Agreement Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  but less than six years of combined continuous service in one or more of the classes listed below.  (3) \$1,000 special pay adjustment for each employee with at least eight years but less than nine years of combined continuous service in one or more of the classes listed below.  For purposes of retention pay, the following terms apply: (1) "Correctional Officer" means a unit employee of the Department of Corrections in the following classification codes: Correctional Officer (8003); Correctional Officer Sergeant (8005); Correctional Officer Lieutenant (8011); and Correctional Officer Captain (8013). (2) "Correctional Probation Officer" means a unit employee of the		
(continued below)	(continued below)		

**Florida Police Benevolent Association (PBA)**  
**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: January 4, 2024**  
**Fiscal Year 2024-2025 Reopener Agreement Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded: Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  Department of Corrections in the following classification codes: Correctional Probation Officer (8036); Correctional Probation Senior Officer (8039); Correctional Probation Specialist (8040); Correctional Probation Supervisor (8045); and Correctional Probation Senior Supervisor (8046).	1/4/24: No Revised Proposal.	
27 - Insurance Benefits	12/5/23:  In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2024-2025, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year 2024-2025.		1/4/24: The Union tentatively agreed to State's Proposal of 12/5/23.



For purposes of retention pay, the following terms apply:

(1) "Correctional Officer" means a unit employee of the Department of Corrections in the following classification codes: Correctional Officer (8003); Correctional Officer Sergeant (8005); Correctional Officer Lieutenant (8011); and Correctional Officer Captain (8013).

(2) "Correctional Probation Officer" means a unit employee of the Department of Corrections in the following classification codes: Correctional Probation Officer (8036); Correctional Probation Senior Officer (8039); Correctional Probation Specialist (8040); Correctional Probation Supervisor (8045); and Correctional Probation Senior Supervisor (8046).

**For the State**

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Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For PBA**

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James T. Biardi  
Chapter President, Florida PBA

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Tammy Marcus  
Chapter President, Florida PBA



**PBA/Security Service Unit**

**PBA Proposal-Article 25**

**Offer #1**

**Fiscal Year 2024-2025**

**October 27, 2023**

**Page 1 of 2**

The following are changes in Article 25 that the PBA is requesting.

## **Article 25 Wages**

### **SECTION 3 – Competitive Pay Adjustment**

Effective July 1, 2024, each member of the bargaining unit employed on June 30, 2024, base rate of pay shall be increased by five percent (5%). The competitive pay adjustment shall be made before any other adjustment(s).

### **Section 5- Retention Pay**

All bargaining unit members with more than 5 years of consecutive service within the bargaining unit on July 1, 2024, shall receive a 2.0 percent raise in base pay effective Oct 1, 2024.

The State agrees to support funding of the following Retention Bonus Schedule starting with Fiscal year 2024-2025: Effective July 1, 2024, all bargaining unit members are eligible to receive a retention bonus on the anniversary of their date of hire. As an example, if an employee is hired on January 1, their anniversary is January 1 every year thereafter.

Eligibility is based on a rating of 3.0 or higher on the last evaluation and no severe discipline during the last 12 months. The definition of severe discipline for the purpose of retention bonus will be an 8-hour suspension or above.

The retention Bonus Schedule shall provide as follows:

- Anniversary Years 5 to 9 -1% each year
- Anniversary Years 10 to -14 1.50% each year
- Anniversary Years 15 to 19- 2.0% each year
- Anniversary Years 20 or above- 2.50% each year

***Section 6: Special Pay Additives:***

- 1) Effective January 1, 2025, all bargaining unit members that are assigned to Close Management Housing Units and Seach Offender to Ensure Compliance (SOTEC). shall receive a Special Pay additive of 10 percent.
- 2) Effective January 1, 2025, all bargaining unit members that are assigned to shift assignments/posts that work between the hours of Friday at 6:00pm and Sunday at 6:00am will receive a special pay additive of \$125.00 per month.
- 3) Effective July 1, 2024, all bargaining unit members that have used less than 24 hours of unscheduled absences during the period of July 1,2024 to May 1,2025 shall receive a onetime pay bonus of \$ 1000.00.

**Section 7: Overtime**

- 1) All members of the bargaining unit shall receive overtime pay including Correctional Officer Lieutenants, Correctional Officers Captains, Correctional Probation Supervisors, and Correctional Probation Senior Supervisor. No member of the bargaining Unit shall work at any time without compensation.

**For the State of Florida**

**For PBA**

\_\_\_\_\_  
Michael Matimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
**James Baiardi**  
PBA's Chief Labor Negotiator

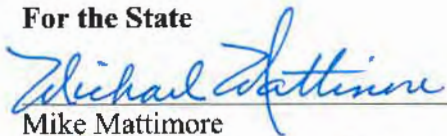
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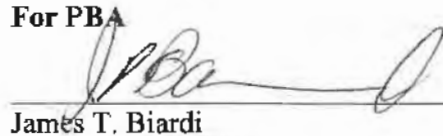
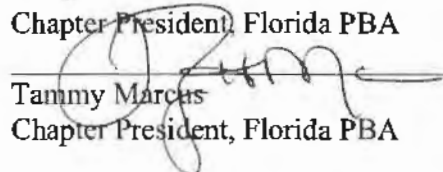
**Article 27**  
**INSURANCE BENEFITS**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2024-2025, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year 2024-2025.

**For the State**

  
\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator  
January 4, 2024  
\_\_\_\_\_  
Date

**For PBA**

  
\_\_\_\_\_  
James T. Biardi  
Chapter President, Florida PBA  
Date  
  
\_\_\_\_\_  
Tammy Marcus  
Chapter President, Florida PBA  
Date  
1-4-24

PBA - Security Services Collective Bargaining Unit (08) Fiscal Year 2024-25 Wage Proposals		
Union/Issue	Estimated Cost for FY 2024-25	Comments
<b>Section 3 - Competitive Pay Adjustment:</b> Provides all members of the bargaining unit employed as of June 30, 2024, a five percent (5%) pay increase to the employee's base rate of pay. This pay increase shall be made before any other pay adjustments.	\$63.4 M	Calculated a 5% increase for all positions in CBU 08 that are transferred into LAS/PBS from People First weekly. The most recent data was for November 2023 and calculated the 5% increase for an effective date of July 1, 2024. Increase was applied to 18,957 FTE. Amount includes retirement/FICA impacts.
<b>Section 5 - Retention Pay:</b> Provides all members of the bargaining unit that have more than 5 years of consecutive service within the bargaining unit with a 2% pay increase, effective October 1, 2024.	\$10.6 M	Calculated a 2% increase for those members of the bargaining unit with more than five years of consecutive service positions (7,046 FTE) using November 2023 People First data. Based on an October 1, 2024 effective date. Includes applicable retirement/FICA.
Provide all members of the bargaining unit with a retention bonus on the anniversary of their hire date, effective July 1, 2024 for Fiscal Year 2024-2025. Eligibility is based on a rating of 3.0 or higher on the employee's last evaluation and no severe (8 hour suspension or above) discipline during the last 12 months. Retention Bonus Schedule: Anniversary Years 5 - 9 years = 1% bonus each year; 10 -14 Years = 1.50% bonus each year; 15 - 19 Years = 2.0% bonus each year; 20 Years or more = 2.50% bonus each year.	\$9.5 M	Calculated a bonus percentage for all members of the bargaining unit for each year of continuous service. Assuming that the employees met eligibility with a 3.0 rating or higher on their last evaluation and no severe discipline during the last 12 months, using November 2023 People First data. Per the methodology 7,928 FTE were eligible for an increase, effective July 1, 2024. Includes applicable retirement/FICA.
<b>Section 6 - Special Pay Additives:</b> Provides all members of the bargaining unit that are assigned to Close management Units with a 10% special pay additive, effective January 1, 2025	Indeterminate	
Provides all members of the bargaining unit that are assigned to shift assignments/posts that work between the hours of 6:00pm Friday and 6:00am Saturday a special pay additive of \$125 per month, effective January 1, 2025	Indeterminate	
Provides all members of the bargaining unit that have used less than 24 hours of unscheduled absences during the period of July 1, 2024 to May 1, 2025, shall receive a onetime bonus pay of \$1,000, effective July 1, 2024.	Indeterminate	
<b>Section 7 - Overtime:</b> Provides all members of the bargaining unit overtime pay including Correctional Officer Lieutenants, Correctional Officers Captains, Correctional Probation Senior Supervisor.	Indeterminate	



Committee:

# **JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

Senator Avila, Alternating Chair  
Representative Smith, Alternating Chair

## **Meeting Packet Materials submitted by: Bargaining Units**

Tuesday, January 16, 2024  
4:00—6:00 p.m.

*Pat Thomas Committee Room, 412 Knott Building*

Kathleen Passidomo  
President

*Law Offices of  
Slesnick & Casey, LLP*

THE BILTMORE • 1200 ANASTASIA AVENUE

SUITE CCA-100

*Coral Gables, Florida 33134-6339*

DONALD D. SLESNICK II  
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JAMES C. CASEY  
[jimcasey@scllp.com](mailto:jimcasey@scllp.com)

January 3, 2024

Representative David Smith  
Alternating Chair  
Joint Select Committee on  
Collective Bargaining  
[david.smith@myfloridahouse.gov](mailto:david.smith@myfloridahouse.gov)

Senator Bryan Avila  
Alternating Chair  
Joint Select Committee on  
Collective Bargaining  
[avila.bryan@flsenate.gov](mailto:avila.bryan@flsenate.gov)

Re: Collective Bargaining Impasse Between  
Florida Nurses Association and State of Florida

Dear Chair Avila, Chair Smith, and Committee Members,

This office represents the Florida Nurses Association/Office and Professional Employees International Union, Local 713, AFL-CIO ("FNA"). The FNA is the certified bargaining agent for approximately 2,600 health care professionals employed by the State of Florida ("State") who work tirelessly protecting the health and safety of its citizens.

Out of respect for the Committee's time constraints (and the fact that our members are working on the front lines of the various public health challenges faced by the citizens of Florida), the FNA, in lieu of appearing in person at the Committee's hearing, hereby submits, a comprehensive summary of the issues which remain at impasse.

Of utmost importance to the FNA and its membership is the compensation level of the health care professionals. State-employed Registered Nurses, Advanced Registered Nurse Practitioners, Community Health Nurses, Dentists, Pharmacists, Speech & Hearing Therapists, Dietitians, Behavioral Specialists and Nutritionists are critical employees who are first-responders to on-going health care challenges. During recent years a primary focus, has been on caring for the millions of Floridians impacted by the COVID pandemic. Throughout the 50 year history of this bargaining unit, these same professionals have worked on a variety of disaster-related traumas (e.g.: hurricanes) plus various disease outbreaks such as Ebola and Zika, as well as the continuing AIDS and hepatitis epidemics.

Representative David Smith  
Alternating Chair  
Joint Select Committee on  
Collective Bargaining  
January 3, 2024

Senator Bryan Avila  
Alternating Chair  
Joint Select Committee on  
Collective Bargaining  
January 3, 2024

Your employees are inappropriately compensated (compared to similar positions in the private sector and in other public sector entities such as county hospitals). Furthermore, it must be recognized that these employees are your constituents who depend on their income to feed their families while paying for mortgages and other daily needs.

As requested, a copy of the FNA'S contract proposals is attached to this correspondence. However, for purposes of this Committee hearing, the FNA, on behalf of its members, wishes to highlight one particular item:

**Article 25 - Wages**

As the leadership teams of the various agencies (e.g.:DOH, DCF, APD, Elder Affairs, VA, ACHA, etc.) should be willing to confirm, that there is an alarming number of vacancies in the state's employment rolls for health care professionals. Due to the lack of adequate compensation for these critically-needed employees, it is difficult to recruit and retain competent health care professionals who are sorely needed by the citizens of our state.

Last year the Governor proposed a discretionary "recruitment and retention" pay adjustment of up to 10% for Nurse Practitioners, Registered Nurses, and Nurse Midwives. The FNA urged that the same discretionary pay adjustment be provided for the other professional health care providers in the bargaining unit: Community Health Nurses, Behavioral Analysts, Dentists, Dieticians, Drug Inspectors, Pharmacists, Public Health Nutritionists, Mental Health Consultants, and Speech & Hearing Therapists. In the Legislature's final 2023 appropriation determination, there was no provision made for such a pay adjustment. Because of that ill-advised decision or oversight, the number of job openings has increased substantially due to agencies' inability to effectively recruit and/or retain employees.

This year the FNA proposes and strongly urges the legislature to fund an across-the-board pay increase of 8% for all members of the professional health care bargaining unit. Hopefully, a meaningful wage raise will stem the current rising tide of position vacancies.

**IN SUMMARY:**

As the Legislature begins its 2024 session, the FNA urges the members of the Senate and the House to carefully consider the needs of their state-employed health care professionals. These professionals are in short supply and the demand for their talent is high, but your employees have shown extreme loyalty to the work demands of their employer: the State of Florida.

Representative David Smith  
Alternating Chair  
Joint Select Committee on  
Collective Bargaining  
January 3, 2024

Senator Bryan Avila  
Alternating Chair  
Joint Select Committee on  
Collective Bargaining  
January 3, 2024

**This is the year when special attention to your health care professionals is truly deserved. Were it not for these dedicated, skilled, fearless “First Responders” the various pandemics and epidemics would have extracted a much higher toll of human lives throughout our State.**

Whether or not the Governor’s proposed budget responds to those needs; the legislature should certainly do so. The FNA offers its “thanks” to the Committee members for their service in such an important capacity which hopefully, in the end, will help create productive results for all concerned: *i.e.*: your professional health care employees and the citizens of Florida.

Respectfully submitted,



Don Slesnick  
FNA Labor Counsel

*Submitted to: [JointSelectCommitteeoncollectivebargaining@myfloridahouse.gov](mailto:JointSelectCommitteeoncollectivebargaining@myfloridahouse.gov)*

Attachment:

cc: Carolyn Lightner, ARNP, President, State Unit: [clcddn@aol.com](mailto:clcddn@aol.com)  
John Berry, Director of Labor Relations, FNA: [jberry@floridanurse.org](mailto:jberry@floridanurse.org)  
Michael Mattimore, Esquire, Attorney for the Governor: [mmattimore@anblaw.com](mailto:mmattimore@anblaw.com)  
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Joe McVaney, Joint Select Committee Staff Director, [mcvaney.joe@flsenate.gov](mailto:mcvaney.joe@flsenate.gov)  
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**The State of Florida  
and  
Florida Nurses Association, Office and Professional Employees International  
Union, Local 713, AFL-CIO**

**Union Contract Proposals: December 6, 2023**

**Article 2: Nursing as First Responders**

Those listed with the title of nurse from the Florida Nurses Association, Professional Health Care Unit, shall be categorized as a "first responder" in SB 256 of the 2023 State of Florida Legislative Session.

**Article 23: Hours of Work/Compensatory Time**

**New Section 6- Work During Emergency Conditions and Holidays**

Our state health care professionals serve as first responders when emergency conditions threaten the residents of our state. In their role in staffing the emergency shelters or responding to contagious disease outbreaks, all unprecedented events, their work may require work on weekends or holidays, in addition to their weekly work. As a result, their work schedules should be fairly compensated.

An employee required to work on a holiday or weekend during an emergency, shall be considered eligible and included under the provisions of the Fair Labor Standards Act.

At the end of the pay period, the employee shall be compensated for time actually worked, (either straight time or overtime as appropriate).

**Article 25: Wages**

**Section 1-** Effective July 1, 2024, members of this bargaining unit will receive a one-time bonus of \$1,000.00 in recognition of their dedicated, selfless "front-line" efforts dealing with the threat, the impact as well as the resulting infections and deaths of the COVID Pandemic. This bonus would be similar to the bonus given 3x previously to other first responders in the state, which included teachers.

All Health Care Professionals will receive an across the board increase of **eight percent (8%)** effective the first pay period in July 2023.

## **Section 6- Anniversary Date**

**In addition to the across-the-board cost-of-living pay adjustment provided for by Section 1, above, employees will be entitled to the following anniversary date wage increases:**

All Health Care Professionals will receive a **three percent (3%)** increase effective the first pay period after their Anniversary date for those who have fifteen (15) years or more of service.

All Health Care Professionals will receive a **two percent (2%)** increase effective the first pay period after their Anniversary date for those who have ten (10) years or more of service.

All Health Care Professionals will receive a **one percent (1%)** increase effective the first pay period after their Anniversary date for those who have five (5) years or more of service.

## **Article 26: Differential Pay**

(A) A shift differential in the amount of ~~\$1.00~~ **\$5.00** per hour will be paid when it is the prevailing practice in the profession to pay shift differential and when the employee is assigned to a shift where a majority of the employee's hours worked fall between the hours of 5:00pm and 6:00am.

(B) When justified and upon approval by the Secretary of Management Services or designee, ~~subject to the availability of funds,~~ a shift differential greater than ~~\$1.00~~ **\$5.00** per hour may be paid when the criteria in (A) above are met ~~and where the local competitive conditions justify a higher shift differential.~~

### **(C) New Section:**

The Professional Health Care Unit will be paid a differential in the amount of 10% for the purpose of recruitment and retention.

**Please note: The Florida Nurses Association reserves the right to put forward additional proposals.**



# FEDERATION OF PUBLIC EMPLOYEES

*A Division of the National Federation of Public and Private Employees  
An Affiliate of District 1- Marine Engineers Beneficial Association (MEBA), (AFL-CIO)*

**DANIEL D. REYNOLDS**  
Division President

**ANTHONY MARCIANO**  
Division Secretary/Treasurer

January 8, 2024

**VIA UNITED STATES  
& ELECTRONIC MAIL**

{SenateGovOversightandAccountability@flsenate.gov}

Joe McVaney, Staff Director  
Joint Select Committee on Collective Bargaining  
Florida Senate  
404 South Monroe Street  
Tallahassee, Florida 32399-1100

Lance Toliver, Staff Director  
Joint Select Committee on Collective Bargaining  
The Florida House of Representatives  
404 South Monroe Street  
Tallahassee, Florida 32399-1100

**Re: Joint Select Committee on Collective Bargaining  
Federation of Public Employees Cover Letter**

Dear Committee Members:

The Federation of Public Employees (“FOPE” or the “Union”) represents employees of the Florida Lottery (“Lottery”) in several classifications.

The parties have tentatively agreed on the following article:

- Article 14 – Seniority

The parties have not yet reached an agreement regarding Article 12 – Wages. Although an impasse has occurred in the parties’ negotiations pursuant to Article 30 of the Collective Bargaining Agreement (“CBA”), negotiations are ongoing.

The Union’s wage proposal (attached) seeks an Increase of 5% to base pay for all employees except the classification of Sales Rep, effective July 1, 2023.

The Union's wage proposal for Sale Representatives seeks to increase all Sales Representatives’ base pay by \$4,422.40. This will increase the minimum salary for Sales Representatives from

\$35,577.60 to \$40,000. This proposal will also increase all Sales Representative's salaries by the same amount of \$4,422.40 to minimize compression and help to retain hardworking experienced employees.

Negotiations are ongoing, however, if the parties are unable to reach an agreement, the Union is hopeful that this Committee will recommend adopting the Union's proposed increases. The proposal by the Union is a low cost solution, in a 9-billion-dollar industry, to help address recruitment, turnover, compression, and employee retention. **The hardworking employees such as Sales Representatives who each generate, on average, over 71 million dollars in yearly scratch-off sales alone, should not have to struggle to support their families.**

Respectfully,



Anthony Marciano

## Comparison Showing Lottery Sale Representative's Salary and Generated Revenue

Pos Num (8 Digits)	Full Name	Class Code	Class Title	Pay Grade Code	Annual Salary	Org Name	Approximate Generated Revenue from Yearly Scratch Off Sales Only
36000468	MERCADO, KARLA	3707	SALES REPRESENTATIVE	012	\$36,060.12	DISTRICT 13 (MIAMI)	51,550,500.00
36000624	ALEXANDER, TROY	6709	SALES REPRESENTATIVE	017	\$41,779.80	DISTRICT 10 (FT. MYERS)	88,284,000.00
36000642	ALVARADO, ALEJANDRO	6709	SALES REPRESENTATIVE	017	\$41,779.80	DISTRICT 6 (ORLANDO)	88,284,000.01
36000319	AMARA, KEVIN	6709	SALES REPRESENTATIVE	017	\$41,779.80	DISTRICT 6 (ORLANDO)	88,284,000.02
36000704	AMOR, CARLOS	6709	SALES REPRESENTATIVE	017	\$41,779.80	DISTRICT 13 (MIAMI)	88,284,000.03
36000784	ARRIAGA, ANAYELI	6709	SALES REPRESENTATIVE	017	\$41,779.80	DISTRICT 11 (WEST PALM BEACH)	88,284,000.04
36000708	AUGUSTIN, ADLY	6709	SALES REPRESENTATIVE	017	\$41,779.80	DISTRICT 13 (MIAMI)	88,284,000.05
36000645	BELDIN, DOUGLAS	6709	SALES REPRESENTATIVE	017	\$41,779.80	DISTRICT 6 (ORLANDO)	88,284,000.06
36000752	BONK, TIMOTHY	6709	SALES REPRESENTATIVE	017	\$38,556.60	DISTRICT 9 (TAMPA)	74,617,000.00
36000578	BREED, CAROL	6709	SALES REPRESENTATIVE	017	\$43,246.32	DISTRICT 9 (TAMPA)	83,364,000.00
36000492	BROWN, MATTHEW	6709	SALES REPRESENTATIVE	017	\$43,246.32	DISTRICT 3 (PENSACOLA)	83,364,000.01
36000559	BURSON, NICOLE	6709	SALES REPRESENTATIVE	017	\$43,246.32	DISTRICT 6 (ORLANDO)	83,364,000.02
36000742	CABRERA, ALBERTO	6709	SALES REPRESENTATIVE	017	\$43,246.32	DISTRICT 13 (MIAMI)	83,364,000.03
36000785	CARIO, JEFFREY	6709	SALES REPRESENTATIVE	017	\$43,246.32	DISTRICT 11 (WEST PALM BEACH)	83,364,000.04
36000612	CARNIVALE, VINCENT	6709	SALES REPRESENTATIVE	017	\$43,246.32	DISTRICT 9 (TAMPA)	83,364,000.05

36000267	CASTLE, CASANDRA	6709	SALES REPRESENTATIVE	017	\$43,246.32	DISTRICT 10 (FT. MYERS)	83,364,000.06
36000599	CIRNIGLIARO, SALVATOR	6709	SALES REPRESENTATIVE	017	\$38,556.60	DISTRICT 9 (TAMPA)	80,032,100.00
36000588	COPELAND, BRUCE	6709	SALES REPRESENTATIVE	017	\$41,212.32	DISTRICT 9 (TAMPA)	74,385,000.00
36000772	CROOKS, DAWN	6709	SALES REPRESENTATIVE	017	\$43,246.32	DISTRICT 11 (WEST PALM BEACH)	82,912,500.00
36000514	CROWELL, WENDI	6709	SALES REPRESENTATIVE	017	\$45,441.00	DISTRICT 4 (JACKSONVILLE)	91,920,000.00
36000836	DEGUZMAN, CHARITY	6709	SALES REPRESENTATIVE	017	\$37,256.52	DISTRICT 3 (PENSACOLA)	75,585,000.00
36000648	DIAZ, JAMES	6709	SALES REPRESENTATIVE	017	\$37,256.52	DISTRICT 6 (ORLANDO)	75,585,000.01
36000641	DOERING, PAUL	6709	SALES REPRESENTATIVE	017	\$37,256.52	DISTRICT 6 (ORLANDO)	75,585,000.02
36000585	DROUIN, ELIZABETH	6709	SALES REPRESENTATIVE	017	\$37,256.52	DISTRICT 10 (FT. MYERS)	75,585,000.03
36000553	ENGSTROM, AMANDA	6709	SALES REPRESENTATIVE	017	\$38,556.60	DISTRICT 9 (TAMPA)	77,143,500.00
36000696	ESCOBAR, WENDY	6709	SALES REPRESENTATIVE	017	\$38,556.60	DISTRICT 13 (MIAMI)	77,143,500.01
36000778	ETIENNE, BRISSON	6709	SALES REPRESENTATIVE	017	\$38,556.60	DISTRICT 11 (WEST PALM BEACH)	77,143,500.02
36000477	FEDRICK, CHARLES	6709	SALES REPRESENTATIVE	017	\$46,305.12	DISTRICT 1 (TALLAHASSEE)	61,921,500.00
36000706	FELIPE, ALDO	6709	SALES REPRESENTATIVE	017	\$46,305.12	DISTRICT 13 (MIAMI)	61,921,500.01
36000759	FERMIN, MARCOS	6709	SALES REPRESENTATIVE	017	\$46,305.12	DISTRICT 13 (MIAMI)	61,921,500.02
36000665	FINCH, JR, LOWELL	6709	SALES REPRESENTATIVE	017	\$44,609.76	DISTRICT 6 (ORLANDO)	73,747,500.00
36000619	FLANARY, JUSTIN	6709	SALES REPRESENTATIVE	017	\$44,609.76	DISTRICT 10 (FT. MYERS)	73,747,500.01
36000568	FRAIOLI, JULIE	6709	SALES REPRESENTATIVE	017	\$44,609.76	DISTRICT 9 (TAMPA)	73,747,500.02
36000523	FRANCO, ALYSSA	6709	SALES REPRESENTATIVE	017	\$44,609.76	DISTRICT 4 (JACKSONVILLE)	73,747,500.03
36000538	GALLEGOS, SYLVIA	6709	SALES REPRESENTATIVE	017	\$39,912.12	DISTRICT 5 (GAINESVILLE)	51,748,500.00
36000880	GALVEZ, LIDIA	6709	SALES REPRESENTATIVE	017	\$39,912.12	DISTRICT 13 (MIAMI)	51,748,500.01
36000539	GANEY, STEVEN	6709	SALES REPRESENTATIVE	017	\$39,912.12	DISTRICT 5 (GAINESVILLE)	51,748,500.02

36000668	GARCIA, MARY-ANN	6709	SALES REPRESENTATIVE	017	\$40,479.72	DISTRICT 6 (ORLANDO)	86,653,000.00
36000647	GAVIGAN, JOSEPH	6709	SALES REPRESENTATIVE	017	\$40,479.72	DISTRICT 6 (ORLANDO)	86,653,000.01
36000535	GIBSON, JAMIE	6709	SALES REPRESENTATIVE	017	\$40,479.72	DISTRICT 5 (GAINESVILLE)	86,653,000.02
36000623	GOMEZ, ANTONELLA	6709	SALES REPRESENTATIVE	017	\$43,667.88	DISTRICT 10 (FT. MYERS)	100,300,500.00
36000634	GUBICH, RONALD	6709	SALES REPRESENTATIVE	017	\$43,246.32	DISTRICT 9 (TAMPA)	78,129,000.00
36000487	HATHAWAY, TERRY	6709	SALES REPRESENTATIVE	017	\$37,256.52	DISTRICT 3 (PENSACOLA)	68,860,500.00
36000583	HAYES, PAUL	6709	SALES REPRESENTATIVE	017	\$43,025.04	DISTRICT 10 (FT. MYERS)	85,224,000.00
36000637	HEIMANN, GARY	6709	SALES REPRESENTATIVE	017	\$42,181.68	DISTRICT 6 (ORLANDO)	69,766,500.00
36000532	HELMS, STARR	6709	SALES REPRESENTATIVE	017	\$41,505.48	DISTRICT 5 (GAINESVILLE)	62,433,000.00
36000740	HERNANDEZ-RODRIGUEZ, DAYAN	6709	SALES REPRESENTATIVE	017	\$42,805.56	DISTRICT 13 (MIAMI)	63,930,000.00
36000710	HERRERA, MANUEL	6709	SALES REPRESENTATIVE	017	\$41,212.32	DISTRICT 13 (MIAMI)	63,094,000.00
36000601	HERRERA-ANTON, LAZARO	6709	SALES REPRESENTATIVE	017	\$41,430.00	DISTRICT 9 (TAMPA)	50,946,000.00
36000592	HINOJOSA, LESLIE	6709	SALES REPRESENTATIVE	017	\$40,319.40	DISTRICT 10 (FT. MYERS)	88,035,000.00
36000687	HOPKINS, GREGORY	6709	SALES REPRESENTATIVE	017	\$48,287.04	DISTRICT 13 (MIAMI)	53,362,500.00
36000777	JARMON, HOWARD	6709	SALES REPRESENTATIVE	017	\$38,556.60	DISTRICT 11 (WEST PALM BEACH)	69,321,000.00
36000636	JOHNSON, ANTHONY	6709	SALES REPRESENTATIVE	017	\$39,912.24	DISTRICT 6 (ORLANDO)	64,189,500.00
36000501	JOHNSON, VICTORIA	6709	SALES REPRESENTATIVE	017	\$41,946.24	DISTRICT 3 (PENSACOLA)	65,097,000.00
36000743	JOHNSTON, ROBERT	6709	SALES REPRESENTATIVE	017	\$41,430.12	DISTRICT 13 (MIAMI)	89,866,500.00
36000519	KAVANAGH, ROBERT	6709	SALES REPRESENTATIVE	017	\$45,239.16	DISTRICT 4 (JACKSONVILLE)	77,137,500.00
36000491	KILROY, BRUCE	6709	SALES REPRESENTATIVE	017	\$37,256.52	DISTRICT 3 (PENSACOLA)	83,508,000.00
36000672	KOSTER, CHAD	6709	SALES REPRESENTATIVE	017	\$38,560.56	DISTRICT 11 (WEST PALM BEACH)	76,068,000.00
36000512	KUMPF, LISA	6709	SALES REPRESENTATIVE	017	\$42,970.80	DISTRICT 4 (JACKSONVILLE)	79,617,000.00

36000670	LA MARCA, ANGELA	6709	SALES REPRESENTATIVE	017	\$43,994.28	DISTRICT 11 (WEST PALM BEACH)	85,492,500.00
36000600	LESLIE, TED	6709	SALES REPRESENTATIVE	017	\$38,556.60	DISTRICT 9 (TAMPA)	84,013,500.00
36000697	LEUNG, BRIAN	6709	SALES REPRESENTATIVE	017	\$38,556.60	DISTRICT 13 (MIAMI)	48,189,000.00
36000534	LILLIE, DONNA	6709	SALES REPRESENTATIVE	017	\$43,131.36	DISTRICT 5 (GAINESVILLE)	66,048,000.00
36000542	LINDSEY, WILLIAM	6709	SALES REPRESENTATIVE	017	\$38,363.16	DISTRICT 5 (GAINESVILLE)	86,592,000.00
36000774	LINK, KIMBERLY	6709	SALES REPRESENTATIVE	017	\$38,556.60	DISTRICT 11 (WEST PALM BEACH)	60,117,000.00
36000557	MCBRIDE, ROBERT	6709	SALES REPRESENTATIVE	017	\$43,246.32	DISTRICT 9 (TAMPA)	91,009,500.00
36000561	MCLEISH, DAVID	6709	SALES REPRESENTATIVE	017	\$38,556.60	DISTRICT 9 (TAMPA)	63,108,000.00
36000476	MERCADO, JAIME	6709	SALES REPRESENTATIVE	017	\$40,920.84	DISTRICT 13 (MIAMI)	56,869,000.00
36000595	MILLER, MARK	6709	SALES REPRESENTATIVE	017	\$56,141.16	DISTRICT 9 (TAMPA)	89,041,000.00
36000646	MITCHELL, TODD	6709	SALES REPRESENTATIVE	017	\$43,817.16	DISTRICT 6 (ORLANDO)	73,140,000.00
36000830	MOBLEY, STACEY	6709	SALES REPRESENTATIVE	017	\$43,784.64	DISTRICT 13 (MIAMI)	60,780,000.00
36000584	MOCK, BRENDA	6709	SALES REPRESENTATIVE	017	\$43,246.32	DISTRICT 9 (TAMPA)	69,535,500.00
36000478	MURRAY, AMOS	6709	SALES REPRESENTATIVE	017	\$40,635.60	DISTRICT 1 (TALLAHASSEE)	56,359,500.00
36000676	NASON, ORIANA	6709	SALES REPRESENTATIVE	017	\$41,212.32	DISTRICT 11 (WEST PALM BEACH)	69,739,500.00
36000597	NOUEL, CARLOS	6709	SALES REPRESENTATIVE	017	\$38,556.60	DISTRICT 9 (TAMPA)	65,365,500.00
36000709	OROZCO, JESSICA	6709	SALES REPRESENTATIVE	017	\$41,212.32	DISTRICT 13 (MIAMI)	44,413,500.00
36000652	PERALES, EDWIN	6709	SALES REPRESENTATIVE	017	\$41,946.24	DISTRICT 6 (ORLANDO)	75,405,000.00
36000711	PERDOMO, JULIO	6709	SALES REPRESENTATIVE	017	\$38,556.60	DISTRICT 13 (MIAMI)	43,908,000.00
36000715	PERSAD, DEVANAND	6709	SALES REPRESENTATIVE	017	\$42,805.44	DISTRICT 13 (MIAMI)	46,842,000.00
36000650	PETRUCCELLI, HEATHER	6709	SALES REPRESENTATIVE	017	\$40,102.08	DISTRICT 6 (ORLANDO)	63,646,500.00
36000751	PORTUGUES, ADALBERTO	6709	SALES REPRESENTATIVE	017	\$42,805.56	DISTRICT 13 (MIAMI)	83,757,000.00



36000183	RAI, VIVEK	6709	SALES REPRESENTATIVE	017	\$39,912.24	DISTRICT 4 (JACKSONVILLE)	71,509,500.00
36000488	RIVERA, RAMON	6709	SALES REPRESENTATIVE	017	\$41,946.24	DISTRICT 1 (TALLAHASSEE)	59,911,500.00
36000675	RODMAN, CHRISTOPHER	6709	SALES REPRESENTATIVE	017	\$42,554.04	DISTRICT 6 (ORLANDO)	60,805,500.00
36000719	RODRIGUEZ, NOEL	6709	SALES REPRESENTATIVE	017	\$42,805.56	DISTRICT 13 (MIAMI)	65,565,000.00
36000404	RODRIGUEZ, WILLIAM	6709	SALES REPRESENTATIVE	017	\$41,505.36	DISTRICT 6 (ORLANDO)	66,619,500.00
36000701	ROMAIN, REGINALD	6709	SALES REPRESENTATIVE	017	\$41,212.32	DISTRICT 13 (MIAMI)	62,992,500.00
36000666	SALUTI, ELISANGELA	6709	SALES REPRESENTATIVE	017	\$38,556.60	DISTRICT 11 (WEST PALM BEACH)	72,159,000,00
36000593	SCHOBER, WENDY	6709	SALES REPRESENTATIVE	017	\$41,779.80	DISTRICT 9 (TAMPA)	73,257,000.00
36000540	SCHRAMM, MICHAEL	6709	SALES REPRESENTATIVE	017	\$41,505.36	DISTRICT 5 (GAINESVILLE)	60,507,000.00
36000500	SEACHRIST, JESSICA	6709	SALES REPRESENTATIVE	017	\$37,256.52	DISTRICT 3 (PENSACOLA)	66,526,500.00
36000639	SIERRA, CORINA	6709	SALES REPRESENTATIVE	017	\$40,130.04	DISTRICT 6 (ORLANDO)	72,364,000,00
36000562	SPRAGUE JR., DALE	6709	SALES REPRESENTATIVE	017	\$43,025.52	DISTRICT 9 (TAMPA)	85,411,500.00
36000579	STEWART, PATRICIA	6709	SALES REPRESENTATIVE	017	\$41,212.32	DISTRICT 9 (TAMPA)	71,986,500.00
36000524	TAYLOR, BRIDGET	6709	SALES REPRESENTATIVE	017	\$43,894.80	DISTRICT 4 (JACKSONVILLE)	85,075,500.00
36000611	THAYER, MICHAEL	6709	SALES REPRESENTATIVE	017	\$38,556.60	DISTRICT 10 (FT. MYERS)	77,700,000.00
36000503	TINDELL, JAMIE	6709	SALES REPRESENTATIVE	017	\$37,256.52	DISTRICT 3 (PENSACOLA)	60,559,500.00
36000723	TRABANCO, LUIS	6709	SALES REPRESENTATIVE	017	\$42,805.56	DISTRICT 13 (MIAMI)	82,837,500.00
36000773	WACKER, BRENT	6709	SALES REPRESENTATIVE	017	\$48,287.04	DISTRICT 11 (WEST PALM BEACH)	85,095,000.00
36000783	WHITE, CHRISTOPHER	6709	SALES REPRESENTATIVE	017	\$40,863.36	DISTRICT 4 (JACKSONVILLE)	64,657,500.00
36000755	WHITE, KENNETH	6709	SALES REPRESENTATIVE	017	\$44,226.72	DISTRICT 13 (MIAMI)	67,896,000.00
36000622	WOOD, DONNA	6709	SALES REPRESENTATIVE	017	\$42,805.56	DISTRICT 10 (FT. MYERS)	84,430,500.00

**From:** Totka, Richard <TOTKAR@flalottery.com>

**Sent:** Thursday, March 2, 2023 12:40 PM

**To:** Beldin, Douglas <BELDIND@flalottery.com>; Diaz, James <DiazJ@flalottery.com>; Doering, Paul <DoeringP@flalottery.com>; Gavigan, Joseph <GaviganJ@flalottery.com>; Heimann, Gary <HeimannG@flalottery.com>; Johnson, Anthony <johnsonam@flalottery.com>; Mitchell, Todd <MITCHELLT@flalottery.com>; Petruccelli, Heather <Petruccellih@flalottery.com>; Rodman, Christopher <RodmanC@flalottery.com>; Alvarado, Alejandro <alvaradoa@flalottery.com>; Amara, Kevin <amarak@flalottery.com>; Burson, Nicole <BursonN@flalottery.com>; Finch, Lowell <FINCHL@flalottery.com>; Garcia, Mary-Ann <GarciaM@flalottery.com>; Heckle, Emily <HeckleE@flalottery.com>; Perales, Edwin <PeralesE@flalottery.com>; Rodriguez, William <rodriguezW@flalottery.com>; Sierra, Corina <Sierrac@flalottery.com>

**Cc:** Hoelle, Patrick <HoelleP@flalottery.com>; Miller, Kristopher <MillerK@flalottery.com>

**Subject:** SR FYTD RATINGS

Here are the SR FYTD ratings through COB 2/28/23. Congratulations to **James (#3), Corina (#11), Doug (#19), and Gary (#20)** for making it into the top 20!

This Eight (8) month FL Lottery SR FYTD rating was used to calculate the yearly numbers.

Rank	District Nbr	Route Nbr	Sales Rep	7/1/22-2/28/23 Gross Sales (excl. FL Lotto, EZ Match FL, Powerball and Mega Millions)	7/1/21-2/28/22 Gross Sales (excl. FL Lotto, EZ Match FL, Powerball and Mega Millions)	\$ Difference	% Difference
1	11	180	CARIO, JEFFREY C.	\$54,780,929.00	\$47,795,134.00	\$6,985,795.00	14.62%
2	11	92	LA MARCA, ANGELA	\$56,995,636.50	\$50,954,361.50	\$6,041,275.00	11.86%
<b>3</b>	<b>6</b>	<b>68</b>	<b>DIAZ, JAMES</b>	<b>\$59,715,735.50</b>	<b>\$53,992,320.00</b>	<b>\$5,723,415.50</b>	<b>10.60%</b>
4	9	102	CIRNIGLIARO, SALVATOR	\$53,354,279.50	\$48,446,729.00	\$4,907,550.50	10.13%
5	3	11	BROWN, MATT	\$43,950,891.50	\$39,919,416.50	\$4,031,475.00	10.10%
6	10	161	HAYES, PAUL	\$56,816,141.50	\$51,632,163.50	\$5,183,978.00	10.04%
7	9	110	MCBRIDE, ROBB	\$60,673,461.50	\$55,225,236.00	\$5,448,225.50	9.87%
8	11	168	CROOKS, DAWN	\$55,275,979.50	\$50,312,909.00	\$4,963,070.50	9.86%
9	10	157	HINOJOSA, LESLIE	\$58,690,594.50	\$53,736,030.00	\$4,954,564.50	9.22%
10	11	99	SALUTI, ELISANGELA	\$48,106,256.50	\$44,327,191.50	\$3,779,065.00	8.53%

11	6	62	SIERRA, CORINA	\$48,243,476.50	\$44,557,216.00	\$3,686,260.50	8.27%
12	9	138	SPRAGUE, DALE	\$56,941,405.00	\$52,655,751.50	\$4,285,653.50	8.14%
13	11	98	ETIENNE, BRISSON	\$43,112,922.00	\$39,947,808.00	\$3,165,114.00	7.92%
14	10	155	GOMEZ, ANTONELLA	\$66,867,145.00	\$62,077,303.50	\$4,789,841.50	7.72%
15	3	9	TINDELL, JAMIE	\$40,373,682.00	\$37,517,499.50	\$2,856,182.50	7.61%
16	9	100	GUBICH, RON	\$52,086,355.50	\$48,627,451.50	\$3,458,904.00	7.11%
17	10	140	SMITH, SEAN	\$43,954,785.50	\$41,052,743.00	\$2,902,042.50	7.07%
18	13	229	CABRERA, ALBERTO	\$43,384,187.50	\$40,558,716.50	\$2,825,471.00	6.97%
19	6	60	BELDIN, DOUG	\$58,092,134.50	\$54,330,664.50	\$3,761,470.00	6.92%
20	6	74	HEIMANN, GARY	\$46,511,247.00	\$43,638,636.50	\$2,872,610.50	6.58%
21	10	153	CASTLE, CASANDRA	\$57,164,489.50	\$53,654,068.50	\$3,510,421.00	6.54%
22	13	220	TONARELY, NIZA A.	\$43,546,647.00	\$40,973,168.50	\$2,573,478.50	6.28%
23	11	176	WACKER, BRENT J.	\$56,730,950.00	\$53,427,578.00	\$3,303,372.00	6.18%
24	13	207	JOHNSTON, ROBERT	\$59,911,097.00	\$56,467,102.50	\$3,443,994.50	6.10%
25	6	65	VACANT	\$54,630,084.50	\$51,499,728.50	\$3,130,356.00	6.08%
26	1	2	JOSEY, JAMES	\$39,711,815.50	\$37,446,960.50	\$2,264,855.00	6.05%
27	9	135	BONK, TIM	\$49,745,189.00	\$46,959,235.50	\$2,785,953.50	5.93%
28	3	19	HATHAWAY, TERRY	\$45,907,896.00	\$43,418,070.00	\$2,489,826.00	5.73%
29	6	94	ALVARADO, ALEJANDRO	\$52,723,116.00	\$49,884,282.00	\$2,838,834.00	5.69%
30	9	132	LESLIE, TED	\$56,009,392.50	\$53,179,773.00	\$2,829,619.50	5.32%
31	10	142	THAYER, MICHAEL	\$51,800,374.00	\$49,188,476.00	\$2,611,898.00	5.31%
32	9	111	COPELAND, BRUCE	\$49,590,558.50	\$47,182,402.00	\$2,408,156.50	5.10%
33	4	38	VACANT	\$63,196,481.50	\$60,165,322.50	\$3,031,159.00	5.04%
34	6	95	GARCIA, MARYANN	\$57,769,807.00	\$55,039,233.00	\$2,730,574.00	4.96%
35	6	67	JOHNSON, ANTHONY	\$42,763,711.00	\$40,748,749.00	\$2,014,962.00	4.94%
36	13	197	PORTUGUES, ADALBERTO	\$55,838,988.00	\$53,301,234.50	\$2,537,753.50	4.76%
37	6	66	GAVIGAN, JOSEPH	\$54,079,525.00	\$51,648,589.50	\$2,430,935.50	4.71%
38	13	234	AMOR, CARLOS	\$46,341,185.00	\$44,296,262.50	\$2,044,922.50	4.62%

39	10	154	CLAY, DAVID	\$51,084,694.50	\$48,832,023.50	\$2,252,671.00	4.61%
40	9	126	MILLER, MARK N.	\$59,361,686.00	\$56,784,095.00	\$2,577,591.00	4.54%
41	3	17	DEGUZMAN, CHARITY	\$50,390,402.00	\$48,262,537.50	\$2,127,864.50	4.41%
42	13	206	ESCOBAR, WENDY	\$38,255,113.50	\$36,641,015.50	\$1,614,098.00	4.41%
43	3	10	JOHNSON, VICKI	\$43,398,675.50	\$41,602,161.50	\$1,796,514.00	4.32%
44	9	103	VACANT	\$49,623,397.50	\$47,631,149.00	\$1,992,248.50	4.18%
45	11	93	KOSTER, CHAD	\$50,712,732.50	\$48,690,979.00	\$2,021,753.50	4.15%
46	13	194	HERRERA, MANUEL	\$42,063,002.50	\$40,429,214.00	\$1,633,788.50	4.04%
47	3	23	KILROY, BRUCE	\$55,672,765.50	\$53,645,906.50	\$2,026,859.00	3.78%
48	13	224	HOPKINS,GREGORY	\$35,575,473.00	\$34,293,151.00	\$1,282,322.00	3.74%
49	13	218	MERCADO, JAMIE	\$37,913,152.50	\$36,557,506.00	\$1,355,646.50	3.71%
50	5	53	GIBSON, JAMIE	\$61,312,436.50	\$59,197,773.00	\$2,114,663.50	3.57%
51	5	50	HELMS, STARR	\$41,622,390.00	\$40,193,272.50	\$1,429,117.50	3.56%
52	11	90	NASON, ORIANA	\$46,493,609.00	\$44,908,089.00	\$1,585,520.00	3.53%
53	10	144	WOOD, DONNA	\$56,287,170.00	\$54,424,697.50	\$1,862,472.50	3.42%
54	6	64	DOERING, PAUL	\$38,166,586.00	\$36,966,460.50	\$1,200,125.50	3.25%
55	9	123	STEWART, PATTI	\$47,991,956.00	\$46,526,633.50	\$1,465,322.50	3.15%
56	9	127	NOUEL, CARLOS	\$43,577,759.00	\$42,250,632.00	\$1,327,127.00	3.14%
57	13	219	HERNANDEZ, JONET	\$31,830,506.00	\$30,872,265.00	\$958,241.00	3.10%
58	6	61	PERALES, EDWIN	\$50,270,712.50	\$48,774,336.50	\$1,496,376.00	3.07%
59	6	86	BURSON, NICOLE	\$44,023,155.50	\$42,757,818.00	\$1,265,337.50	2.96%
60	13	203	MARTINEZ, JOSE	\$44,772,889.00	\$43,513,711.50	\$1,259,177.50	2.89%
61	13	213	FERMIN, MARCOS	\$53,592,460.00	\$52,147,519.00	\$1,444,941.00	2.77%
62	11	91	LINK, KIMBERLY	\$40,078,476.00	\$39,004,716.00	\$1,073,760.00	2.75%
63	11	172	JARMON, HOWARD	\$46,214,856.00	\$44,986,201.00	\$1,228,655.00	2.73%
64	1	5	FREDRICK, CHARLES	\$41,281,479.00	\$40,199,917.00	\$1,081,562.00	2.69%
65	5	46	LINDSEY, WILLIAM	\$57,728,893.50	\$56,260,955.00	\$1,467,938.50	2.61%
66	3	20	SEACHRIST, JESSICA	\$44,351,479.50	\$43,267,695.00	\$1,083,784.50	2.50%
67	9	105	CHILDS, CHRISTOPHER	\$56,000,562.50	\$54,661,686.00	\$1,338,876.50	2.45%

68	4	36	KUMPF, LISA	\$53,078,191.00	\$51,871,159.50	\$1,207,031.50	2.33%
69	6	69	RODMAN, CHRIS	\$40,537,855.00	\$39,625,678.50	\$912,176.50	2.30%
70	13	215	RODRIGUEZ, NOEL	\$43,710,511.00	\$42,756,100.00	\$954,411.00	2.23%
71	6	87	AMARA, KEVIN	\$49,419,660.50	\$48,410,871.50	\$1,008,789.00	2.08%
72	13	195	ROMAIN, REGGIE	\$41,995,982.50	\$41,148,826.50	\$847,156.00	2.06%
73	13	193	WHITE, KENNETH	\$45,264,079.50	\$44,356,424.50	\$907,655.00	2.05%
74	6	72	MITCHELL, TODD S.	\$48,760,682.00	\$47,811,134.00	\$949,548.00	1.99%
75	11	174	ARRIAGA, ANAYELI	\$56,051,385.00	\$55,018,105.00	\$1,033,280.00	1.88%
76	13	228	PERDOMO, JULIO	\$29,272,236.00	\$28,758,313.50	\$513,922.50	1.79%
77	5	51	LILLIE, DONNA V.	\$44,032,042.50	\$43,273,564.50	\$758,478.00	1.75%
78	10	131	FLANARY, JUSTIN	\$50,596,851.00	\$49,780,413.50	\$816,437.50	1.64%
79	9	136	BREED, CAROL	\$55,576,370.00	\$54,703,472.00	\$872,898.00	1.60%
80	13	232	FELIPE, ALDO	\$27,971,889.00	\$27,634,989.00	\$336,900.00	1.22%
81	13	222	OROZCO, JESSICA	\$29,609,775.50	\$29,327,884.00	\$281,891.50	0.96%
82	4	32	DONNELLY, JONATHAN	\$52,692,484.00	\$52,195,120.00	\$497,364.00	0.95%
83	13	235	TRABANCO, LUIS	\$55,740,608.50	\$55,225,142.50	\$515,466.00	0.93%
84	9	129	SCHOBER, WENDY	\$48,838,602.50	\$48,398,515.50	\$440,087.00	0.91%
85	4	33	KAVANAGH, BOB	\$51,425,526.50	\$50,966,094.50	\$459,432.00	0.90%
86	13	216	GALVEZ, LIDIA	\$44,163,562.00	\$43,904,196.00	\$259,366.00	0.59%
87	10	162	DROUIN, ELIZABETH	\$42,665,173.00	\$42,520,561.00	\$144,612.00	0.34%
88	13	236	AUGUSTIN, ADLY	\$36,475,818.00	\$36,367,871.00	\$107,947.00	0.30%
89	10	179	ALEXANDER, TROY	\$58,856,991.00	\$58,709,250.00	\$147,741.00	0.25%
90	4	29	CROWELL, WENDI T.	\$61,280,932.00	\$61,300,813.50	(\$19,881.50)	-0.03%
91	9	134	MCLEISH, DAVID	\$42,072,142.50	\$42,086,135.50	(\$13,993.00)	-0.03%
92	5	54	GANEY, STEVEN	\$46,526,669.00	\$46,552,234.50	(\$25,565.50)	-0.05%
93	9	106	FRAIOLI, JULIE	\$61,013,328.00	\$61,047,859.50	(\$34,531.50)	-0.06%
94	13	200	MERCADO, KARLA	\$34,367,944.00	\$34,395,554.00	(\$27,610.00)	-0.08%
95	9	112	CARNIVALE, VINCENT	\$49,928,496.00	\$49,984,396.50	(\$55,900.50)	-0.11%
96	6	63	RODRIGUEZ, BILL	\$44,413,176.00	\$44,463,095.50	(\$49,919.50)	-0.11%

97	9	128	HERRERA-ANTON, LAZARO	\$33,964,106.00	\$34,030,124.00	(\$66,018.00)	-0.19%
98	4	30	WHITE, CHRIS	\$43,045,767.00	\$43,181,172.50	(\$135,405.50)	-0.31%
<b>99</b>	<b>6</b>	<b>73</b>	<b>PETRUCCELLI, HEATHER</b>	<b>\$42,431,469.00</b>	<b>\$42,575,147.00</b>	<b>(\$143,678.00)</b>	<b>-0.34%</b>
100	1	3	RIVERA, RAMON	\$38,941,693.50	\$39,144,430.50	(\$202,737.00)	-0.52%
101	9	124	MOCK, BRENDA	\$46,357,641.50	\$46,621,979.00	(\$264,337.50)	-0.57%
<b>102</b>	<b>6</b>	<b>88</b>	<b>SMITH, EMILY</b>	<b>\$35,785,138.50</b>	<b>\$35,994,771.50</b>	<b>(\$209,633.00)</b>	<b>-0.58%</b>
103	13	217	PERSAD, DAVE	\$31,228,090.00	\$31,495,247.00	(\$267,157.00)	-0.85%
104	13	202	HERNANDEZ, DAYAN	\$42,620,914.50	\$43,079,071.50	(\$458,157.00)	-1.06%
105	9	109	ENGSTROM, AMANDA	\$51,429,398.50	\$52,230,347.00	(\$800,948.50)	-1.53%
<b>106</b>	<b>6</b>	<b>85</b>	<b>FINCH, LOWELL M.</b>	<b>\$48,983,653.00</b>	<b>\$49,751,208.00</b>	<b>(\$767,555.00)</b>	<b>-1.54%</b>
107	13	214	LEUNG, BRIAN	\$32,126,571.00	\$32,659,137.00	(\$532,566.00)	-1.63%
108	5	44	GALLAGOS, SYLVIA	\$34,499,029.50	\$35,127,643.50	(\$628,614.00)	-1.79%
109	4	37	TAYLOR, BRIDGET	\$56,719,004.50	\$57,754,897.00	(\$1,035,892.50)	-1.79%
110	13	223	MOBLEY, STACEY	\$40,520,550.50	\$41,331,771.50	(\$811,221.00)	-1.96%
111	5	45	SCHRAMM, MICHEAL	\$40,338,506.50	\$41,268,913.50	(\$930,407.00)	-2.25%
112	4	35	FRANCO, ALYSSA	\$42,421,704.00	\$44,077,828.00	(\$1,656,124.00)	-3.76%
113	1	4	MURRAY, AMOS	\$37,573,825.50	\$41,009,749.00	(\$3,435,923.50)	-8.38%
114	4	34	RAI, VICK	\$47,673,707.50	\$52,967,417.50	(\$5,293,710.00)	-9.99%

**Rick Totka** | Field Sales Manager

**STATE OF FLORIDA  
BEFORE THE JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

**In re: Florida State Lodge Fraternal Order of Police;  
Florida Department of Law Enforcement Special Agent Bargaining Unit**

**FLORIDA STATE LODGE FRATERNAL ORDER OF  
POLICE WRITTEN SUMMARY OF ISSUES AT IMPASSE**

**Preliminary Statement**

The Florida State Lodge Fraternal Order of Police (“FOP”) is honored to represent the Special Agents of the Florida Department of Law Enforcement (“FDLE”). FDLE Special Agents conduct independent investigations and coordinate multi-jurisdictional and major impact criminal investigations with local, state, and federal authorities within FDLE’s major focus areas: violent crime, economic crime, drug crime, public integrity, computer crime and domestic security/counterterrorism. Additionally, the FDLE investigates officer-involved shootings and in-custody incidents resulting in serious injury or death. Lastly, the Agents of the FDLE are responsible for the executive protection of the Governor and his family.

The FOP and the State Department of Management are at impasse on two issues: 1) Hours of Work and 2) Wages. As this Committee serves a similar role as that of a special master, the FOP will proceed using the factors a special magistrate would use under § 447.405, Fla. Stat.

**1. Hours of Work**

The last proposal is attached hereto, which bargains for an amendment to Article 23 – “Workday, Workweek and Overtime.” The amendment proposes a normal work period for unit members of an 80 hour/14-day work period.

As background, the FLSA generally provides that all covered nonexempt employees are entitled to overtime pay of at least 1.5 times their regular rate for all hours worked over 40 in a workweek. The FLSA regulations define “workweek” as any fixed and regularly occurring period of 168 hours or 7 consecutive 24-hour periods. Section 7(k), however, provides that overtime pay for covered public law enforcement employees is calculated on a work period basis, rather than the typical 40-hour workweek. This is in part because of the “tour of duty” concept which is unique to law enforcement employees. Under Section 7(k), a work period is an established and regularly recurring period of work that is at least 7 but not more than 28 consecutive days.

Employees subject to the Section 7(k) exemption are still entitled to at least 1.5 times their regular rate of pay for each hour of overtime worked. However, for a work period of 28 days, no overtime compensation is required under Section 7(k) until law enforcement employees exceed 171 hours worked. For work periods of at least 7 but fewer than 28 days, the maximum hours standard reduces on a pro rata basis (i.e., 7 days/43 hours; 14 days/86 hours; 21 days/128 hours; 28 days/171 hours).

FDLE management has adhered to the 28 day/171-hour maximum hour standard, which has had the practical effect of “front loading” the number of hours a unit member will work in a month. Once a unit member approaches 171 hours of work before the end of the 28-day period, management will force the member to take time off (“flex-time”). The time away from work,

however, tends to be unrewarding as it is not planned. The effects of mandatory overtime are well documented: increased risk for accidents and injuries; greater chronic fatigue, stress, and related diseases; reduced parenting and family time; and diminished quality of goods and services – a serious public concern especially in providing law enforcement services.

The FOP's proposal in reducing the work period to a 14-day cycle, would force management to more closely track personnel time at work, and relieve unit members from the personal and career stresses of persistent forced overtime.

Similar sized agencies which have a 40-hour work period for their law enforcement employees include the Hollywood Police Department, Hialeah Police Department, Davie Police Department, Tallahassee Police Department, and the West Palm Beach Police Department. Similar sized agencies which have an 80-hour work period for their law enforcement personnel include the Coral Springs Police Department and the Marion County Sheriff's Office. State law enforcement agencies that have less than a 28-day work period include the Florida Fish and Wildlife Conservation Commission, which has an 80-hour work period and the Florida Highway Patrol, which has a 14 day/80-hour work period.

The FOP has not identified a local law enforcement agency in Florida with a 171-hour work period.

## **2. Wages**

The last proposal is attached hereto, which bargains for an amendment to Article 25 – “Wages.” The FOP proposes the following changes to the current Wages provision of the Special Agent collective bargaining agreement:

- Night Shift Differential – A shift differential of 5% of the base rate of pay for the class shall be paid to members scheduled for a minimum of 24 hours to an evening, night, rotating or split shift when the major portion of the hours assigned during the shift are between 5:00 p.m. and 6:00 a.m, and the scheduled shift occurs during out-of-state Protective Operations missions or missions arising as the result of an Executive Order.
- Increase to Minimum Annual Base Rate of Pay – In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2024-2025, effective July 1, 2024, the FOP proposes that the minimum annual base rate of pay for each eligible unit employee shall be \$70,000.
- Loyalty and Longevity Pay Plan – In accordance with Section 8 of the General Appropriations Act of Fiscal Year 2024-2025, effective July 1, 2024, the FOP proposes that each eligible employee with at least 5 years of continuous service shall receive a \$3,000 increase to their base rate of pay. The member must be in good standing, receive at least a 3 on their performance evaluation, and meet all training requirements.
- Progression Pay Plan – In accordance with Section 8 of the General Appropriations Act of Fiscal Year 2024-2025, effective July 1, 2024, the FOP proposes that funds in the amount of \$4,000,015 shall be appropriated to institute a progression pay plan to address compression within classes.

As the FDLE itself has explained in prior budget year narratives, the agency must recruit investigators with advanced investigative expertise, which can only be obtained working criminal investigations (not patrol duties) at local or other state investigative agencies. To even qualify for



a position as an FDLE Special Agent, applicants must have at least four years of sworn law enforcement experience or a bachelor's or advanced degree from an accredited college or university with a major in criminology/criminal justice, accounting, finance, computer science or related fields. Preference is given to applicants who have sworn law enforcement experience, of which at least two (2) years are in criminal investigations. Finally, an agent must possess Florida Criminal Justice Standards (Florida Law Enforcement officer certification) before a job offer can be extended. Unfortunately, FDLE often encounters difficulties recruiting these types of applicants due to low starting salaries and a lack of scheduled pay increases.

In conclusion, as evidenced above, FDLE Special Agents are responsible for significant investigative operations, yet are paid less than first year patrol officers at many local agencies of comparable size. The unit members urge the legislature to recognize that they are distinct in function and responsibility from other public bargaining units, and to that extent, deserve competitive salaries and more reasonable hours of work.

Respectfully Submitted,

Paul A. Daragjati, Esq.  
General Counsel,  
Florida State Lodge, Fraternal Order of Police

**Article 23**  
**WORKDAY, WORKWEEK AND**  
**OVERTIME**

**SECTION 1 – Overtime**

(A) The normal workweek for each full-time employee shall be 40 hours. The normal work period for unit members shall be an 80 hour/14-day extended work period as provided by Rule 60L-34.003 F.A.C.

(B) Work beyond the normal workweek or approved extended period shall be recognized in accordance with Rule 60L-34, F.A.C.; provided, however, that when an emergency is declared by the Governor and funds are available, employees who are assigned to the emergency area described in the Governor’s Executive Order shall be subject to a 40-hour workweek while so assigned. The state and the Union will cooperate to secure funds for the payment of overtime to unit employees in the situation described herein.

(C) The Union agrees to support those changes in Rule 60L-34, F.A.C., that may be required in order for the state to be in compliance with the Fair Labor Standards Act as it is applied to public employees.

(D) If the agency has a plan approved in advance by the DMS, FLSA compensatory leave credits shall be granted, administered, and used as described below:

An employee who is filling an included position may, at the end of the approved extended period if mutually agreed to by the employee and supervisor, waive payment for overtime and have the overtime hours credited to “FLSA compensatory leave. If such approved election is made, the overtime hours will be credited as FLSA compensatory leave credits at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of FLSA compensatory leave credits, which may be taken in any increments if agreed to by the employee and the supervisor. If mutual agreement is not reached, the supervisor may, with a minimum of five workdays notice, require the employee to use such leave credits at any time in increments of full workdays. However, all unused FLSA compensatory leave credits at the close of business on December 31 and June 30 shall be paid for at the employee’s straight time regular hourly rate in accordance with Rule 60L-34, F.A.C., An employee who separates from the Career Service or moves to another state agency shall be paid for all unused FLSA compensatory leave in accordance with the above.

**SECTION 2 – Workday**

(A) The agency shall not require an employee to split a workday into two or more segments without the mutual agreement of the employee and the employer.

(B) Where employees are required to work extra hours during an approved extended work period, the state will make a good faith effort to offset such extra hours in eight-hour increments, provided this can be done prior to the end of the extended work period.

### **SECTION 3 – Rest Periods**

(A) A supervisor shall not unreasonably deny an employee a 15-minute rest period during any four contiguous hours of work. It is recognized that staffing and work priorities may prevent such a rest period during a given workday. Additionally, many positions have a post of duty assignment that requires coverage for a full shift and does not permit the employee to leave his post. In those cases, the employee may be able to “rest” while the employee physically remains in the geographic location of his duty post. The employee is to remain responsive to calls during a rest period.

(B) Rest periods are not authorized for covering an employee’s late arrival on duty or early departure from duty, and are not to be used contiguously with a meal break.

(C) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 2. The decision of the Agency Head or designee shall be final and binding on all parties.

### **SECTION 4 – Sick Leave Pool and Sick Leave Transfer**

Employees shall be subject to the conditions, and have full access to the benefits, of the employing agency’s existing sick leave pool and sick leave transfer plan.

### **SECTION 5 – Special Compensatory Leave**

(A) Special Compensatory Leave is defined as leave that is earned as a result of hours worked on a holiday, extra hours worked during an established work week which contains a holiday, or extra hours worked when a facility is closed under emergency conditions as provided in Rule 60L-34, F.A.C.

(B) Use of Special Compensatory Leave:

(1) When an employee earns special compensatory leave credits, the employee shall have 60 calendar days in which to use the earned special compensatory leave time.

(2) If the employee fails to use the earned special compensatory leave during the 60-day period, the supervisor shall schedule the employee to use the leave.

(3) An employee who has a leave balance in excess of 240 hours shall be

required to use a minimum of 120 hours of the employee's earned special compensatory leave each calendar year or the amount necessary to bring the employee's special compensatory leave balance to 240 hours, whichever is less, prior to using any annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

(4) An employee who begins employment after July 1, 2013, shall only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits, notwithstanding any additional hours worked on a holiday, during the established workweek containing a holiday, or during the closure of a facility during emergency conditions.

## **Article 25** **WAGES**

### **SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year 2023-2024 General Appropriations Act.

### **SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and Section 8 of the Fiscal Year 2023-2024 General Appropriations Act.

(A) **Night Shift Differential** – A shift differential of 5% of the base rate of pay for the class shall be paid to members scheduled for a minimum of 24 hours to an evening, night, rotating or split shift when the major portion of the hours assigned during the shift are between 5:00 p.m. and 6:00 a.m., and the scheduled shift occurs during out-of-state Protective Operations missions or missions arising as the result of an Executive Order.

### **SECTION 3 – Performance Pay**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2023-2024, contingent upon the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

### **SECTION 4 – Inflation and Competitive Pay Adjustment Increase to Minimum Annual Base Rate of Pay**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, each eligible employee's June 30, 2023, base rate of pay shall be increased by 5.0 percent to address elevated inflation and provide a competitive pay adjustment. This inflation and competitive pay adjustment shall be made before any other adjustments. In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2024-2025, effective July 1, 2024, the minimum annual base rate of pay for each eligible unit employee shall be \$70,000.

### **SECTION 5 – Loyalty and Longevity Pay Plan**

In accordance with Section 8 of the General Appropriations Act of Fiscal Year 2024-2025, effective July 1, 2024, each eligible employee with at least 5 years of continuous service shall

receive a \$3,000 increase to their base rate of pay. The member must be in good standing, receive at least a 3 on their performance evaluation, and meet all training requirements.

### **SECTION 6 – Progression Pay Plan**

In accordance with Section 8 of the General Appropriations Act of Fiscal Year 2024-2025, effective July 1, 2024, funds in the amount of \$4,000,015 shall be appropriated to institute a progression pay plan to address compression within classes (details not available as of 11/30/2023).